

**MEMORANDUM OF UNDERSTANDING
COUNTY OF ONSLOW**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the "Memorandum") made and entered into this 1st day of October, 2001, by and between the COUNTY OF ONSLOW (hereinafter the "County") and between the CITY OF JACKSONVILLE (hereinafter the "City") and the Y.O.U. Inc dba COMMITTEE OF ONE-HUNDRED, a not-for-profit organization (hereinafter the "Committee").

THAT WHEREAS, the County, the City, and the Committee recognize the mutual advantage of the creation of an aggressive and coordinated countywide economic development program through partnership to guide the growth in all of Onslow County by encouraging the expansion of local industry and the development of new and existing jobs that 1) pay above-average wages; 2) involve businesses that cause favorable or non-adverse impacts on the physical and social environment of the entire County, and 3) positively contribute to an appropriately stable, balanced, and vital local economy; and

WHEREAS, the services, goods, and programs offered by the Committee constitute a public purpose undertaken for the benefits of the citizens and residents in Onslow County; and

WHEREAS, the County, seeking to maximize the return on public dollars spent towards economic development through a partnership agrees to appropriate a sum equal to the 2001-2002 economic development budget, or as negotiated between the three parties. Such sum to be paid in one installment in July of each calendar year in which this agreement is in effect for the full and complete consideration by the County to the Committee in order to support the efforts of the Committee to promote the economic development of all areas within Onslow County. The first nine months of operational expenses following execution of this agreement shall be covered as set forth below within item one (1); and,

WHEREAS, the City, seeking to maximize the return on public dollars spent towards economic development through a partnership agrees to appropriate a sum equal to the 2001-2002 economic development budget, or as negotiated between the three parties. Such sum to be paid in one installment in July of each calendar year in which this agreement is in effect for the full and complete consideration by the City to the Committee in order to support the efforts of the Committee to promote the economic development of all areas within Onslow County. The first nine months of operational expenses following execution of this agreement shall be covered as set forth below within item one (1); and,

WHEREAS, the sole benefit of these funds will further a public purpose and accrue to the public good.

NOW, THEREFORE, for and in consideration of the annual appropriation of the sums to be paid by the County and the City as set forth within this agreement;

IT IS MUTALLY AGREED between the County, the City, and the Committee:

1. **THAT** the first nine months of operation shall be funded at an amount equal to the unencumbered and unexpended funds remaining within the economic development budget as of September 30, 2001. One half of the estimated balance shall be paid to the Committee by October 10, 2001 with the balance paid no later than November 15, 2001 to ensure that all outstanding bills associated with Economic Development have been fully dispensed. Funding in subsequent years shall be an amount equal to the 2001-2002 economic development budget, or as negotiated between the three parties as set forth above; and,
2. **THAT** the Committee shall employ a full-time Director of Economic Development (hereinafter the Director) to lead economic development efforts that identify, promote, and result in the recruitment and/or expansion of industrial and commercial projects, working closely and in partnership with the County, the City, and all other municipalities in the County, as well as regional and statewide economic development organizations; and,
3. **THAT** the County will continue to employ temporary staff at Economic Development until September 30, 2001, on which date the temporary agency's contract will be terminated. The Committee will make any staffing arrangements necessary beginning October 1, 2001; and,
4. **THAT** the County advises the owners of the Wachovia Building that economic development shall require office space up to September 30, 2001. On October 1, 2001, the County shall terminate its lease; and,
5. **THAT** all service agreements, including phone accounts, be transferred into the name of Y.O.U. Inc. as of October 1, 2001; and,
6. **THAT** for the first quarter of operations during FY 2001-2002, the agreement for Economic Development operations currently in effect shall be controlling upon both the City and the County. The County shall forward a record of expenses incurred between July 1, 2001 and September 30, 2001 to the City as soon after September 30, 2001 as possible, but no later than November 15; and,
7. **THAT**, in consideration of an annual appropriation as set forth within this agreement above, the County and the City shall be entitled to representation on any committee now in existence, or formed in the future, that exists to guide the growth and development of the area within Onslow County, or to advise the Committee on future needs and existing goals, and that the Mayor of the City of Jacksonville and the Chairman of the Board of County Commissioners shall serve

as ex-officio members on the Committee of One-Hundred Executive Committee;
and,

8. **THAT** the Committee shall create and distribute printed promotional materials and Internet-based electronic information to support the economic development efforts of the Committee and its efforts to promote recruitment of new companies to Onslow County and to encourage expansion of companies now located in the area; and,
9. **THAT** the Director shall work with the County and City staff and administration to maintain a countywide database of available development sites as well as commercial and industrial properties for sale or lease; and,
10. **THAT** the Director shall provide to the County and City a written report on all economic development activities to be delivered to the County and City on a quarterly basis during the first two years this agreement is in effect and three times per year thereafter; and,
11. **THAT**, upon commencing this partnership, the Committee shall provide to the County and City detailed goals and strategies for economic development, along with an annual report and presentation to the governing bodies of both the County and City that assesses the progress of the Committee towards meeting its target goals and details the County and City's return on investment on County and City expenditures along with an overview of economic development strategies and activities, such report and presentation to be given during the month of January; and,
12. **THAT** the County and City acknowledges that the Committee can solicit private and public funds—including funds from other municipalities in Onslow County—to obtain additional resources for the fulfillment of its obligations pursuant to this Memorandum and, further, the procurement of additional funds shall not alter the obligations of the Committee pursuant to this Memorandum; and,
13. **THAT** the Committee acknowledges that the use of these funds is limited to the aforementioned purposes, including, but not limited to, professional, clerical, and other support activities for economic development; and,
14. **THAT** an independent financial audit shall be given to both the County and the City no later than October 15th of each calendar year; and,
15. **THAT** the Committee agrees that all publications, presentation materials, other information and materials, and databases produced under the auspices of the Director shall be available to the County and the City for the promotion of economic development in Onslow County without additional compensation to the Committee; and

16. **THAT** the County and the City acknowledge that the Committee may contract or enter into any legally binding agreement for the purposes of expediting the fulfillment of the Committee's obligations to the County and City under the terms of this agreement, notwithstanding that any agreements entered into by the Committee must fulfill or contribute to the public purpose of economic development activities; and,
17. **THAT** all appropriate files be made available to the Y.O.U. Executive Committee or Board of Directors immediately, and that the files be transferred to that organization on October 1, 2001.
18. **TERM:** This Memorandum shall be in effect for a term beginning October 1, 2001, and continue through June 30, 2002, and shall renew automatically thereafter for successive one (1) year time periods, but shall be subject to non-renewal for any reason, effective at the end of such initial period or of any such subsequent period ending on June 30th of any calendar year, by the County, City or the Committee by one party giving the other two at least ninety (90) days prior written notice. In the event of termination of the agreement by either the County or the City, the Committee shall provide the County and City with all pertinent information regarding the current status of all economic development efforts in any stage of progress within the respective jurisdiction of the terminating unit(s) government and shall, within a thirty (30) day period, reimburse the County and/or City on a pro-rata basis money given in consideration to the Committee from the terminating unit of government, still unexpended in the remainder of the fiscal year in which the contract is terminated.
19. **AMENDMENTS:** If either the County, the City or the Committee wishes to amend the terms of this Memorandum, it shall serve written notice to the other at least 90 days prior to the end of such initial period; and if all three parties agree to such proposed amendments, then such amendments shall be added to and incorporated within this Memorandum.

County of Onslow

Attest:

Delma G. Collins
Delma G. Collins, Chairman

Leticia M. Black

9 / 24 / 01
Date

City of Jacksonville

Attest:

George Jones
George Jones, Mayor

Lamar K. Kinade

9 / 25 / 01
Date

Y.O.U., Inc. dba Committee of One-
Hundred

Attest:

Greg Johnston
Greg Johnston, President

Julia Johnston

10 / 01 / 2001
Date