

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

AMENDMENT TO SOCCER COMPLEX
INTERLOCAL AGREEMENT

THIS AMENDMENT TO SOCCER COMPLEX INTERLOCAL AGREEMENT is entered into and effective the ____ day of _____, 2025 by and between the Town of Forest City, a North Carolina municipal corporation, hereinafter referred to as “Forest City” or “Town” and the County of Rutherford, a governmental entity within the State of North Carolina, hereinafter referred to as “County”.

RECITALS

- A. That the Town of Forest City and the County of Rutherford entered into a Soccer Complex Interlocal Agreement dated April 12, 2021 (the “Agreement”) pursuant to which Forest City and the County agreed upon terms and conditions for the parties to share the expenses of operation, maintenance, upkeep and repair of a recreation complex for the playing of soccer to be built by RHI Legacy Foundation, Inc., a North Carolina non-profit corporation (“RHI”), to serve the Rutherford County community of which Forest City is a part. (A copy of said Agreement is attached hereto as Exhibit A and incorporated herein as if fully set forth).
- B. That RHI has fulfilled its commitment to construct the recreational complex for the playing of soccer, including fields, restroom facilities and paved parking (“Soccer Complex”) and construction is scheduled to be completed on or before June 30, 2025.
- C. That the Soccer Complex as referenced in the Agreement has been named Legacy Park and is referred to as such in this Amendment. For clarification, the term “Legacy Park” shall reference the same complex and be considered one and the same term as the term “Soccer Complex” as referenced herein and in the Agreement.
- D. That pursuant to the terms and conditions of the Agreement, RHI will deed Legacy Park, the real property and amenities as constructed, unto the Town of Forest City and the County of Rutherford as tenants in common.
- E. That upon acceptance of the deed, Forest City and the County will commence their joint obligation to share the expenses of operation, maintenance, upkeep and repair of Legacy Park pursuant to the terms and conditions of the Agreement.
- F. That pursuant to Paragraph 14 of the Agreement, Forest City and the County acknowledged that the Agreement the parties would use their efforts to fairly and equitably modify the terms and conditions of the Agreement in order to perpetuate the Agreement and to maintain appropriate fiscal responsibility and good managerial practices.

G. That, therefore, Forest City and the County have agreed to amend the Agreement to reflect current expense requirements for Legacy Park and to further define and refine the processes for the parties to budget for their respective obligations relative to Legacy Park. NOW, THEREFORE, in consideration of the mutual and public benefits herein deemed to exist, the parties agree, for themselves, their successors and assigns, that the Agreement is hereby modified and amended as follows:

1. That Paragraph 4 of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

The annual Operation and Maintenance Expense for the initial fiscal year of 2025-2026 is \$195,363.00 as shown on Exhibit A attached hereto and incorporated here by reference as if fully set forth.

2. That Paragraph 5 is hereby deleted in its entirety and the following inserted in lieu thereof.

After the initial fiscal year, the amount of funding for Operation and Maintenance Expense shall be determined on an annual basis. On or before March 1 of each fiscal year, the Forest City Town Manager shall submit to the County Manager the proposed Operation and Maintenance Expense for the next fiscal year. During the annual budget cycle, the amount of requisite funding shall be determined by the County Manager and Forest City Town Manager and fifty (50%) percent of that amount shall be included in the proposed budgets for the next fiscal year for each of the respective governmental entities. The respective budgets shall be submitted to the governing bodies for consideration and approval during the annual budgetary process. In the event the County and Town cannot agree on an amount to be budgeted for a particular fiscal year, the amount of funding for said fiscal year for Operation and Maintenance Expense shall be the amount of funding for the prior fiscal year with a five (5%) percent increase.

Forest City shall invoice County on a quarterly basis for County's portion of the Operation and Maintenance Expense provided by Forest City. County shall have thirty (30) days to remit payment upon receipt of an invoice from Forest City. In the event that County provides personnel and equipment to perform Operation and Maintenance at Legacy Park, County shall invoice Forest City for Forest City's portion of the Operation and Maintenance Expense incurred. Forest City shall remit payment within thirty (30) days of receipt of such invoice.

3. That Paragraph 6 is hereby deleted in its entirety and the following inserted in lieu thereof:

Forest City and County each agree to budget funding on an annual basis for Capital Improvement Expense necessary to maintain Legacy Park into the future. Forest City and County shall each establish a dedicated line item ("Legacy Park Capital Improvement Expense Fund") in its annual budget ordinance for the purpose of retaining annual allocations to Legacy Park Capital Improvement Expense Fund. The amount to be budgeted for Capital Improvement Expense for the initial fiscal year of 2025-2026 is \$130,000.00.

After the initial fiscal year, the amount of funding for Capital Improvement Expense shall be determined on an annual basis. During the annual budget cycle, the amount of requisite funding shall be determined by the County Manager and Forest City Town Manager and fifty (50%) percent of that amount shall be included in the proposed budgets for the next fiscal year for each of the respective governmental entities. The respective budgets shall be submitted to the governing bodies for consideration and approval during the annual budgetary process. In the event the County and Forest City cannot agree on an amount to be budgeted for a particular fiscal year, the amount of funding for said fiscal year for Capital Improvement Expense shall be the amount of funding for the prior fiscal year with a five (5%) percent increase.

Funds allocated in previous fiscal years not yet expended for Capital Improvement Expenses for Legacy Park shall be retained by Forest City and by County in their respective Legacy Park Capital Improvement Expense Funds. Capital Improvement Expenses may be proposed by either party as necessary, but on an annual basis during the annual budgetary cycle, Forest City and County will review the Capital Improvement needs of Legacy Park and mutually agree upon whether there will be any Capital Improvements made to Legacy Park in the following fiscal year. Funding for agreed upon Capital Improvements shall be shared equally by Forest City and County from their respective Legacy Park Capital Improvement Expense Funds. In the event that the County and Forest City cannot agree on an amount to be expended for capital expenses or there is a disagreement on the timing or necessity of a particular capital project, a Legacy Park Capital Improvement Committee ("Committee") shall be appointed consisting of one member to be appointed by the County, one member to be appointed by Forest City and one member to be selected by the two appointed members, said member shall be a subject matter expert. The Committee shall be appointed within thirty (30) days of a written notice from either party to the other that a dispute has arisen and requesting that the Committee be appointed. The Committee will serve until decisions have been rendered regarding necessary capital expenditures for the applicable year have been determined. The Committee will provide written notice of its decision to the County and Forest City within five (5) days of such decision. Decisions rendered by the Committee shall be binding upon the County and Forest City and shall be considered final.

Forest City will abide by the recommendation of project engineers as to the most prudent means of handling the bidding and construction of any agreed Capital Improvements. Forest City will be responsible for the construction or, in the alternative, bidding and construction management for any agreed Capital Improvements.

The managers of Forest City and County shall meet regularly during the planning, bidding, and construction process to ensure that both parties have adequate information and input as to the progress of any Capital Improvements.

4. That Paragraph 7 is hereby deleted in its entirety and the following inserted in lieu thereof:

After the initial term of this Agreement, Forest City and County shall each have the option to transfer its interest in Legacy Park to the other party by conveying same to the other party and payment to the other party of a Transfer Fee. The amount of the Transfer Fee shall be the budgeted amount for Operation and Maintenance Expense for the fiscal year during which the option to transfer was exercised, accounting for an annual increase of five (5%) percent, for a period of two (2) years. In addition, the transferring party shall pay unto the other party any and

all funds in the transferring party's Legacy Park Capital Improvement Expense Fund as of the date of transfer. The transferring party shall provide thirty (30) days notice to the other of its intent to exercise this option.

5. That Paragraph 8 is hereby deleted in its entirety and the following inserted in lieu thereof:

The initial term of the Agreement shall be a period of twenty (20) years through and including June 30, 2045.

- (a) This Agreement shall renew automatically for successive five (5) year periods unless terminated by either party providing ninety (90) days notice prior the end of the current term.
 - (b) The terms of this Agreement shall remain in full force and effect for each renewal period.
6. Except as specifically amended and modified by the Amendment, the Agreement shall continue in full force and effect in accordance with its terms and is hereby ratified by Forest City and the County.

IN WITNESS WHEREOF the parties hereto, after receiving approval by their respective Boards, have signed and sealed this agreement to be effective the day and year first above written.

County of Rutherford

Town of Forest City

By: _____
Steve Garrison, County Manager

By: _____
Janet H. Mason, Town Manager

Attest: _____
Hazel S. Haynes, County Clerk

Attest: _____
Emily Sain, Town Clerk

EXHIBIT A

6140 LEGACY SOCCER COMPLEX	
15-6140-121 SALARIES AND WAGES	39,243
15-6140-126 SALARIES TEMP/PART TIME	19,000
15-6140-129 OVERTIME-SALARIES	10,000
15-6140-180 FRINGE BENEFITS	11,723
15-6140-195 PROFESSIONAL SERVICES	400
15-6140-251 AUTOMOTIVE SUPPLIES	2,000
15-6140-299 DEPT MATERIALS & SUPPLIES	30,000
15-6140-311 TRAVEL AND TRAINING	150
15-6140-331 ELECTRIC UTILITIES	12,000
15-6140-334 Water utilities	2,000
15-6140-335 Sewer utilities	2,000
15-6140-351 BLDGS & GRDS REPAIR AND MAINT	20,000
15-6140-352 EQUIPMENT SERVICE & REPAIR	5,000
15-6140-353 VEHICLE MAINTENANCE AND REPAIR	0
15-6140-397 CONTRACTED SERVICES	2,300
15-6140-450 INSURANCE	12,000
15-6140-491 DUES AND SUBSCRIPTIONS	200
15-6140-525 NON-DEPR C O EQUIP	5,000
15-6140-550 C O EQUIPMENT	0
15-6140-580 C O BUILDINGS	0
15-6140-590 C O OTHER IMPROVEMENTS	0
15-6140-707 IT EQUIP-NON DEPRECIABLE	22,347
6140 LEGACY SOCCER COMPLEX	195,363