

MEMORANDUM OF UNDERSTANDING
BETWEEN WAKE COUNTY AND WAKE COUNTY PUBLIC SCHOOL SYSTEM
FOR USE OF SCHOOLS AS VOTING SITES

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”), made and entered into this ____ day of _____, ____ by and between Wake County, a public body politic and corporate of the State of North Carolina (hereinafter referred to as “the County”) and Wake County Public School System (hereinafter referred to as “WCPSS”), the County and WCPSS being jointly referred to herein as “the Parties.”

WITNESSETH:

WHEREAS, the Wake County Board of Elections is responsible for conducting elections within its jurisdiction pursuant to N.C.G.S. §163-33 and pursuant to N.C.G.S. §163-129, the County is entitled to use any school, or part thereof, as voting places; and

WHEREAS, the County has identified multiple schools as suitable and accessible locations for conducting elections; and

WHEREAS, WCPSS acknowledges its legal obligation and agrees to cooperate in facilitating the use of the identified schools as polling places to ensure the integrity and accessibility of the election process; and

WHEREAS, the Parties wish to formalize their understanding and responsibilities regarding the use of the schools as voting locations.

NOW THEREFORE, in consideration of the promises and mutual understanding, the parties hereby agree to the following terms and conditions:

1. USE OF PREMISES.

- (a) WCPSS agrees to permit the County to use schools identified by the Board of Elections as polling places on election dates throughout the term of this Agreement. In the event the Board of Election determines, in its reasonable discretion, that use of a school facility is necessary to ensure compliance with election laws, the parties shall confer in good faith to identify and accommodate a reasonable facility. Election dates shall include primary, general, special, or any other type of election required by law. In the event the Board of Elections determines that use of a school facility is necessary to provide access to early voting, the parties shall work together in good faith to determine whether a school facility is available for such use. The County acknowledges that WCPSS makes no representations regarding the suitability of school premises for polling places.
- (b) The County shall provide WCPSS a list of dates, schools, and times of operation required to conduct elections two years in advance for planning purposes. The Parties agree to confirm the accuracy of the list annually to ensure no scheduling

- discrepancies. The County shall enter the locations, dates, hours, and requested materials in WCPSS's Community Services Online Reservation System at least ten (10) weeks prior to each election. In the event the type of election to be conducted is scheduled by law or by action of the appropriate election authority on a timeline that does not permit 10 weeks' notice, the County shall provide notice as soon as reasonably practicable under the circumstances and WCPSS shall make reasonable efforts to make designated facilities available for use. The County shall be solely responsible for ensuring the accuracy of the information entered into WCPSS's Community Services Online Reservation System.
- (c) The County is authorized to use WCPSS property pursuant to N.C.G.S. §163-129. The County acknowledges the duty to WCPSS to maintain the buildings in good repair and shall exercise reasonable care in its use of the facilities. The County shall be responsible for repairing or reimbursing WCPSS for any actual physical damage directly caused in connection with such use. The County shall not be responsible for ordinary wear and tear, preexisting conditions of the facilities, including but not limited to HVAC systems, roofing, plumbing, or structural components, or latent defects or failures in building systems that occur during or after the County's use. The County shall be responsible for personal injuries caused by the acts or omissions of the County.
 - (d) The parties acknowledge that construction, renovations, or emergency maintenance at the school facility may require the use of different school premises by the County. WCPSS and the County shall work together in good faith to identify an acceptable alternative location.

2. ACCESS TO FACILITIES. The County shall have access to the school premises as follows:

Monday Prior to an Election: County shall have access to school premises from 4:30 p.m. to 9:30 p.m., unless additional time is required for the completion of activities required to be performed at the polling location.

Election Day: County shall have access to school premises from 5:30 a.m. to 9:30 p.m., unless additional time is required due to voters voting beyond poll closing or the completion of activities required to be performed at the polling location.

The County agrees to compensate WCPSS for any additional time the school premises are used, unless the use is caused by additional time needed for voters to vote beyond poll closing or the completion of activities required to be performed at the polling location. The County shall provide WCPSS with written documentation fully describing any additional use, including justification for the waiver of additional fees, within seven days of the election.

For purposes of this section, access includes use of designated parking areas, restrooms, and any other agreed-upon facilities necessary for voters and election officials, except restroom use shall be limited to election officials.

3. COUNTY RESPONSIBILITIES. The County shall:
 - (a) Provide all election materials, equipment, and signage required for each polling place, except the County may use existing tables and chairs located at the school site that are not needed for school purposes.
 - (b) Ensure the premises are returned to their original condition after the election by the close of business on the day following the election. Notwithstanding the foregoing, the County may, upon advance coordination with WCPSS, have a reasonable additional period of time to remove voting equipment, supplies, and related materials that require scheduled third-party pickup. Any items subject to the extended removal period shall be stored in a manner that does not unreasonably impede school operations. The County shall be solely responsible for the condition of any voting equipment, supplies, and related materials stored on a school site, unless the damage, harm or destruction results solely from the negligence or willful misconduct of WCPSS.
 - (c) Comply with all safety and security policies of WCPSS.

4. WCPSS RESPONSIBILITIES. WCPSS shall:
 - (a) Make reasonable efforts to ensure the premises are made available on the agreed upon date or dates with adequate heating, cooling, lighting, and accessibility. In the event the reserved premises lack adequate heating, cooling, lighting or accessibility, WCPSS will work in good faith with the County to find alternative space at the same or nearby school.
 - (b) Notify school staff and parents about the use of the schools for elections purposes.
 - (c) Provide school personnel or contracted custodians as reasonably needed to address facility-related issues on election day.

5. PAYMENT. Wake County agrees to compensate WCPSS for the use of schools as polling places. The payment amount shall be \$300 per site, plus \$40 per hour for any additional time that is not caused by voters voting beyond the poll closing time or the completion of activities required to be performed at the polling location. There shall be a five (5) percent escalation of the fee effective July 1 of each year, beginning in 2026. Payment shall be made within 30 days following the conclusion of the election and receipt of an invoice from WCPSS. The invoice should include:
 - (a) The name and the address of each school.
 - (b) The dates the facilities were used.
 - (c) The agreed upon rate.

6. TERM AND TERMINATION. The term of this agreement shall begin on the date this Agreement is executed by both parties through June 30, 2030. The Parties may extend the term of this Agreement for additional three-year terms upon six months advance notice and the execution of a written amendment signed by both Parties. Either Party may terminate this Agreement upon six months' notice to the other Party; provided, nothing herein shall be construed to waive or modify the County's statutory authority to use school sites as polling places subject to other terms and conditions negotiated by the parties.

7. AMENDMENTS. This Agreement may only be amended or modified by a written document executed by both Parties.
8. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of North Carolina and venue shall be in Wake County, North Carolina.
9. NOTICES. All notices required or permitted under this Agreement shall be in writing and delivered to the addresses below:

For the County:
Olivia Sneed McCall
Wake County Board of Elections Director
1200 N. New Hope Road
Raleigh, NC 27610

With copies to:
Scott Warren
Wake County Attorney
P.O. Box 550
Raleigh, NC 27602

For WCPSS:
Lisa Luten
Chief Communications Officer
Wake County Public School System
Crossroads I
5625 Dillard Drive
Cary, NC 27518

With copies to:
Rod Malone
Tharrington Smith, LLP
150 Fayetteville Street, #1900
Raleigh, NC 27601

10. NO WAIVER OF SOVEREIGN IMMUNITY. The County and WCPSS agree that nothing herein shall be construed to mandate purchase of insurance or be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive the Parties' available defenses of sovereign or government immunity from any cause of action alleged or brought for any reason if otherwise available by law.
11. NON-APPROPRIATION. WCPSS recognizes that the County is a government entity, and the contract validity is based upon the availability of public funding under the

authority of its statutory mandate. In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement may be terminated with fifteen (15) days written notice without penalty, except the County shall be responsible for any fees, costs, or damages incurred prior to the date of termination. In the event of a legal change in the County's statutory authority, mandate, and mandated functions which adversely affects the County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty and without notice.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the day and year below.

WAKE COUNTY

By: _____
Wake County Department Head

Date: _____

By: _____
Wake County Manager or Designee

Date: _____

WCPSS

By: _____
Board Chair

Date: _____

By: _____
Superintendent

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

WAKE COUNTY FINANCE DIRECTOR

The person responsible for monitoring the contract performance requirements is

Initials

_____ Department Head