

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

THIS MEMORANDUM OF UNDERSTANDING, by and between **WAKE COUNTY**, a public body politic and corporate of the State of North Carolina, hereinafter referred to as "the County" and the **WAKE COUNTY BOARD OF EDUCATION**, a body corporate and county board of education organized and existing pursuant to N.C.G.S. §115C et seq (hereinafter "School District"); collectively referred to herein as "the Parties".

WITNESSETH:

WHEREAS, in 2008, the Wake County Department of Emergency Medical Services ("EMS") established a Master Plan for EMS Stations that includes co-location of emergency response units; and

WHEREAS, the current population, vulnerability data, and demand for service establish a clear need to deploy additional EMS resources in Garner; and

WHEREAS, the School District and County recognize and value that the proposed co-location at Timber Drive Elementary School is geographically well positioned to meet the established need for efficient delivery of EMS services to the community; and

WHEREAS, the County desires to conduct preliminary site due diligence to determine the feasibility of the co-location of an EMS facility on School District property at Timber Drive Elementary School; and

WHEREAS, collaboration between the School District and the County benefits the taxpayers of the County by ensuring that public funds are utilized in an optimal fashion and projects are completed on time and within budget to facilitate the implementation of an orderly and effective capital improvement plan; and

WHEREAS, the School District and County desire and intend to collaborate to explore and evaluate the potential for effective co-location of an EMS facility on School District property at Timber Drive Elementary School.

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

1. PURPOSE AND SCOPE

The purpose of this Memorandum of Understanding (MOU) is to set forth the understanding and mutual agreement of the Parties as it relates to the conditions that must occur in order to contemplate the ground lease and use of a portion of the School District property located at 1601 Timber Drive, Garner, NC 27529, Wake County PIN 1700-76-8135 ("the Property"), for construction of a new EMS Station that would be co-located by mutual agreement between the School District and the County. The initial scope of work includes a feasibility study ("Study")

and Preliminary site plan of the Property under consideration as identified in Exhibit A, which is attached hereto and incorporated herein by reference.

2. GENERAL CONDITIONS

- A. The County’s obligations with respect to proceeding with the construction of a new EMS Station (hereafter referred to as “Project”) after the Study is completed are expressly conditioned upon and subject to the County and School District receiving proper approval from their governing boards to enter into mutually acceptable written agreements as to all aspects of the funding, site evaluations and planning for the Project (“Agreements”). Accordingly, except to the extent that specific responsibilities of the Parties are set forth herein, this MOU shall not impose obligations on either Party to proceed with the Project, its associated components or otherwise bind the Parties to enter into future Agreements with respect thereto.
- B. The Study will consist of a site feasibility analysis and site plan study to include surveys, geotechnical borings, environmental studies, conceptual site and architectural plans and other activities necessary to evaluate, plan and design the development of a portion of the Property for location of an EMS Station. The analysis will also consider impacts to the Property and adjacent properties, all required access drives, roadway impacts, parking, and context with existing site uses. The feasibility analysis will include coordination with the Town of Garner Planning Department and School District staff.

3. TERM

The term of this MOU shall be for a period of eighteen (18) months from the date of execution by the last party. The Parties may extend this Term by separate written agreement or amendment executed by both Parties. If the Parties agree and obtain all required approvals and appropriation of funding to proceed with the Project, then the Parties may contemplate development and execution of a Ground Lease Agreement prior to or at the end of the term. Either Party may terminate this MOU by providing the other five (5) days advance written notice of said termination; provided that termination pursuant to this section shall not relieve the terminating party of responsibility for payment of any fees or expenses it has incurred up until the effective date of termination pursuant to this MOU.

4. RESPONSIBILITIES OF COUNTY

- A. Obtain Rights of Entry from Owners. County shall obtain any rights of entry from School District and other Property Owners for the Study to be performed as determined to be necessary.
- B. Engage Consultant(s). The County shall engage a design consultant or consultants pre-qualified by Wake County Facilities Design & Construction to provide planning services for the Project, as per the standard Wake County Professional Services Agreement, with any applicable amendments and attachments that may be necessary. In addition, the County may hire other consultants to investigate and evaluate alternative sites that may be researched as part of this process (“Consultants”).

- C. Include the School District in the Process. The County will work collaboratively with the School District staff on the due diligence, preparation, and evaluation of the Study.
- D. Review of Work. In a coordinated effort with the School District staff, the County shall review the Study, and staff shall make a recommendation to present the results of the Study to the Wake County Board of Commissioners for review and approval of a proposed co-location of a County EMS station and Timber Drive Elementary School upon the Property.
- E. Financial Responsibility. The County will be responsible for all costs associated with the planning of and the execution of The Project.

5. RESPONSIBILITIES OF SCHOOL DISTRICT

- A. Coordination. The School District will work collaboratively with the County and Design Consultant as needed during the Study. The School District will be actively involved in reviewing and approving the Study work product submitted by the County.
- B. Review of Work. In a coordinated effort with the County staff, the School District staff shall review the Study, and make a recommendation to present the Project to the Wake County Board of Education for review and input as to whether to pursue entering into an agreement to lease a portion of the Property under consideration for the proposed co-location of a County EMS station.

6. CONTEMPLATED SEQUENCE OF EVENTS

- A. The Wake County Board of Commissioners approves entry into this Memorandum of Understanding.
- B. Wake County Board of Education approves entry into this Memorandum of Understanding.
- C. The County engages Consultant(s) to complete the Study pursuant to this Agreement.
- D. County's Consultant(s) makes a presentation to the County and the School District staff for action related to the Study which shall include a preliminary site plan, exterior elevations of the proposed building, and delineation of the area of the proposed leased site for approval by the School District.
- E. If the County and the School District determine that it is feasible to jointly proceed with a co-location Project, the County will prepare a ground lease document that lists the terms and conditions for the County's proposed development and will identify by way of written legal description the newly created leasehold parcel derived from the parent tract for The Project. In a coordinated effort with the County staff, the School District staff will review and provide input in furtherance of development of a mutually agreeable ground lease. If a decision is made by either party not to proceed for any reason, the events set forth in E through H inclusive shall not occur.

- F. The County and the School District staff shall return to their respective boards for approval of the ground lease for the Project.

- G. The County will proceed to develop the project design, with intent to award a construction contract no later than September 2022.

- H. The County will complete the 4-6 month Special Use Permit Process through the Town of Garner for The Project, which includes the following:
 - 1) Site Plan Application
 - 2) Planning Department Review
 - 3) Public Meeting
 - 4) Planning Commission Presentation & Review
 - 5) Public Hearing

7. ENTIRE UNDERSTANDING

Unless and until superseded by written amendment or final Agreements signed by all Parties, this MOU contains the entire understanding of the Parties with respect to proceeding with the Study.

(The balance of this page is left intentionally blank. Signatures appear on the subsequent page.)

IN TESTIMONY WHEREOF, WAKE COUNTY AND THE WAKE COUNTY BOARD OF EDUCATION through their authorized officers and by their own hands has hereunto set forth their hands and seals of the day and year first above written.

WAKE COUNTY

By: _____ Date: _____
Gregory D. Ford, Chairman

Attest: _____ [SEAL]
Denise Hogan, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, Notary Public of the County of Wake and State of North Carolina, certify that Gregory D. Ford personally came before me this day and acknowledged that he is the Chairman of the **WAKE COUNTY BOARD OF COMMISSIONERS**, a body politic existing under the laws of the State of North Carolina, and that by authority duly given and as the act of the **WAKE COUNTY**, the foregoing instrument was voluntarily signed in its name by its Chairman, and voluntarily attested by Denise Hogan, as Clerk to the Board for the purposes stated therein.

Witness my hand and seal, this ____ day of _____, 2020.

Notary Public

My Commission Expires:

[NOTARY SEAL]

WAKE COUNTY BOARD OF EDUCATION

By: _____ Date: _____
Keith A. Sutton, Chair

Attest: _____
Cathy Q. Moore, Secretary

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public of the County of Wake and State of North Carolina, certify that Cathy Q. Moore personally appeared before me this day and acknowledged that she is the Secretary of the WAKE COUNTY BOARD OF EDUCATION, a body corporate existing under the laws of the State of North Carolina, and that by authority duly given and as the act of the WAKE COUNTY BOARD OF EDUCATION, the foregoing instrument was voluntarily signed in its name by its Chair, and voluntarily attested by herself as Secretary for the purposes stated therein.

Witness my hand and seal, this _____ day of _____, 2020.

Notary Public

My Commission Expires:

[NOTARY SEAL]