

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of October, 2017 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 **TOWN OF MORRISVILLE**, a Municipality of the State of North Carolina, hereinafter referred to "the Town," the County and the Town being jointly referred to herein as "the Parties".

WITNESSETH:

WHEREAS, the County created Convenience Centers in the 1980's to offer disposal services in the unincorporated areas of the County, available and open to all Wake County residents; and

WHEREAS, there are currently 11 Convenience Center Sites throughout Wake County; and

WHEREAS, the County Convenience Center Master Plan was presented to the Wake County Board of Commissioners at a work session on April 14, 2014; and

WHEREAS, the County Convenience Center Master Plan recommends the expansion/relocation of Convenience Center#3 at 266 Aviation Parkway in Morrisville; and

WHEREAS, the expansion onto a neighboring property or relocation of this facility to a nearby property would best satisfy the needs and demands of Wake County residents; and

WHEREAS, the Town Public Works Facility at 414 Aviation Parkway is adjacent to the County Convenience Center#3; and

WHEREAS, the Town Public Works Facility Master Plan, dated December 2014 supports the expansion/relocation of the Town Public Works Facility; and

WHEREAS, the Town also desires to improve access and connectivity to the Cedar Fork District Park; and

WHEREAS, the Town desires to construct a new facility on the existing Public Works site; and

WHEREAS, the North Carolina Department of Transportation is widening Aviation Parkway which will significantly impact both the County owned property at 266 Aviation Parkway and the Town owned property at 414 Aviation Parkway

WHEREAS, the Parties desire to jointly coordinate their master planning efforts to expand/relocate their respective facilities, potentially on a co-located site.

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 proceed with a Joint Master Plan to investigate the feasibility for the County to construct a new Convenience Center and the Town to construct a new Public Works Facility on property currently owned by the Town at 414 Aviation Parkway in Morrisville, North Carolina.

2. GENERAL CONDITIONS

- A. The Parties' obligations with respect to proceeding with the joint design and construction of a new County Convenience Center #3 and the Town Public Works Facility (hereafter referred to as "the Joint Master Plan Project" "Joint Master Plan" or "Project") are expressly conditioned upon and subject to the Parties receiving proper approval and appropriation of funding from their governing boards to enter into mutually acceptable written agreements as to all aspects of the funding, site evaluations and master 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 Joint Master Plan Project, its associated components or otherwise bind the Parties to enter into future Agreements with respect thereto.
- B. 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 Joint Master Plan Project.
- C. Description of Project: The Joint Master Plan Project will consist of an evaluation of alternatives for the Convenience Center #3, the Morrisville Public Works Facility and additional access to the Cedar Fork District Park. The Joint Master Plan shall evaluate available land located in the vicinity of the existing Convenience Center #3 and the Morrisville Public Works Facility and evaluate various combinations/alternatives that take into account the widening and raising of Aviation Parkway as well as the floodway and flood hazard designations. The Joint Master Plan should also provide some general cost estimating associated with the Project.
- D. Ownership of Master Planning Documents. The County and Town shall retain ownership or use of the work product for the Project, including drawings, renderings, etc.

3. TERM

The term of this Memorandum of Understanding shall be for a period of eighteen (18) months from the date of execution by the last party, or until such time as all documents set forth in Section 6 herein shall be fully and finally executed, whichever is shorter. The Parties may extend this Term by separate written agreement or addendum executed by both Parties. If the Parties agree and obtain all required approvals and appropriation of funding to proceed with the Joint Master Plan, then the Parties contemplate execution of a more formal and detailed Interlocal Agreement or Funding Agreement to

replace this Memorandum prior to or at the end of the term. Either Party may terminate this MOU by providing the other (45) days advance written notice of said termination.

4. RESPONSIBILITIES OF WAKE COUNTY

- A. Design Funding. The County shall appropriate funding for the Joint Master Plan preparation in an amount not to exceed \$50,000.00.
- B. Engage Design Consultant. The County shall engage a design consultant pre-qualified by Wake County Facilities Design & Construction to provide master 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.
- C. Include Town of Morrisville in the Master Plan Process. Wake County will work collaboratively with the Town on the due diligence, site evaluations and preparation of the Master Plan.
- D. Acceptance of Design. The County shall present the Joint Master Plan Project to the Wake County Board of Commissioners, for their review, input, and final approval.

5. RESPONSIBILITIES OF THE TOWN OF MORRISVILLE

- A. Design Funding. The Town shall appropriate funding for the Joint Master Plan preparation in an amount not to exceed \$20,000.00 and pay such amount of \$20,000.00 to Wake County upon receipt of an invoice from Wake County. [Town Initial TL Date 10/12/17]
- B. Coordination. To provide staff to work with Design Consultant and County as needed during the Master Plan Process. The Town will be actively involved in reviewing and approving work product submitted by the Design Consultants.
- C. Acceptance of Design. The Town shall present the Joint Master Plan Project to the Town Council, for their review, input, and final approval.

6. ADDITIONAL AGREEMENTS WHICH MAY BE REQUIRED TO BE EXECUTED BY THE PARTIES TO EFFECTUATE PROJECT

- A. Interlocal Agreement defining the responsibilities of the parties based upon a scope of work to be established based on the results of the Joint Master Plan.
- B. Any needed rights of entry, Utilization and Cross Access Agreements as determined to be necessary.
- C. Memoranda of any enumerated document requested by the other party for the purpose of recording in the Wake County Registry. The necessary agreements may be consolidated.

7. CONTEMPLATED SEQUENCE OF EVENTS

- A. Morrisville Town Council authorizes the Town Manager to enter into this Memorandum of Understanding.
- B. The Wake County Board of Commissioners authorizes the County Manager to enter into this Memorandum of Understanding.
- C. The County engages design consultants to complete the Joint Master Plan pursuant to this Agreement.
- D. The Master Planning consultant makes a presentation to the County and the Town for action related to the Joint Master Plan.
- E. The Town and the County staff each determine if it is feasible to proceed with recommending the Joint Master Plan to their respective boards. If a decision is made by either party not to proceed, the events set forth in F through H inclusive shall not occur.
- F. If the decision is made to proceed, the County and the Town prepare, negotiate and finalize the terms of a proposed Interlocal Agreement, the scope of which will be defined based on the results of the referenced Joint Master Plan. The Parties will reach a mutually agreeable solution to the land rights needed for each of their respective needs.
- G. The Town and County seek approval and appropriation of funding from their respective Boards, as appropriate, to enter into the Interlocal Agreement.
- H. The Parties shall proceed upon the terms established by the Interlocal Agreement, which shall provide for the procurement, construction and use of the facilities to be constructed as part of the Project. The Interlocal Agreement shall replace and supersede all previous documents, agreements, and understandings with respect to the subject matter.

IN TESTIMONY WHEREOF, WAKE COUNTY AND THE TOWN OF MORRISVILLE 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: *John P. Rogers*
Title: County Manager

Date: 10-25-17

TOWN OF MORRISVILLE

By: *M. H. Paige*
Title: Town Manager

Date: 10/19/17

Attest:
Erin J. Hudson
Secretary

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

Margaret Meyer
FINANCE DIRECTOR



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

Don Muesken 10/19/2017
Finance Officer Date