

AGREEMENT FOR REPAIR OF A JOINT USE LICENSED AREA (Competition Track) AT
KNIGHTDALE HIGH SCHOOL

This Agreement for Repair of a Joint Use Area (the "Agreement") is made and entered into by the Wake County Board of Education, a body corporate (hereinafter "the Board") and the County of Wake (hereinafter "the County") (Board and County are also collectively referred to as "the Parties").

For and in consideration of the mutual promises set forth in the Agreement, the Parties mutually agree as follows:

1. The Board and County entered into a Joint Use Agreement (hereinafter "JUA") on April 5, 2004 for the joint use and maintenance of certain licensed areas at Knightdale High School which includes the Stadium Track licensed area on Board Property, which JUA is incorporated herein by reference.
2. The Parties have identified repairs that they agree need to be made to the Stadium Track licensed area(s) as described in greater detail on Exhibit A attached hereto and incorporated herein by reference (hereinafter "Repair Area")
3. Pursuant to the terms of the JUA, the Parties have agreed that the Board is the responsible party for performing these repairs and that the allocation of the financial responsibility for the repairs is as follows: Board: 50%; County: 50%.
4. Board has garnered an estimate for the scope of work to be performed in an amount of \$748,216.44 as described in greater detail on Exhibit B attached hereto and incorporated herein by reference.
5. Based upon the estimate which has been reviewed and approved by the Parties, the allocation of the financial responsibility for the repairs is as follows: Board: \$374,108.22; County: \$374,108.22. The Board and County have also agreed that this is the highest amount the County will owe to the Board for this repair based upon the bid presented for the work. Should the project require more money, this will be paid by the Board for the extra work needed to be done.
6. The Board estimates that it will complete the repairs over the span of 5 months during the months of April-August, 2020, and agrees to provide the County notice if that length of time must be increased for any reason. The Board and the County have collaborated to assure that the estimated schedule for repairs will not interfere with any Board or County activities planned for the Repair Area.
7. The County agrees to encumber funds for payment of the County's allocated share of the cost of repairs and provide a purchase order or similar document to Board evidencing the commitment of funds within 30 days of the date of this Agreement.

8. Upon completion of the repairs, a site visit will be collaboratively scheduled to inspect the repairs and confirm completion to the mutual reasonable satisfaction of the Parties. The Parties' approval of the repairs shall not be unreasonably withheld, conditioned or delayed. County shall pay to the Board its share of the cost of repair in the amount of \$374,108.22 within thirty (30) days of receipt of an invoice issued upon satisfactory completion of the repairs to the address provided thereon.
9. In the event any party should fail to keep, perform or abide by any term, condition or covenant of this Agreement for a period of thirty (30) days after written notice of such violation by the non-breaching party, then in addition to any other remedies available at law or equity, the non-breaching party shall have the right to remedy such nonperformance. In such event, the breaching party shall reimburse the nonbreaching party for any expenses incurred by the non-breaching party in effecting such remedy. Such reimbursements shall be due and payable within thirty (30) days after receipt by the breaching party of written notice specifying the amount due.
10. All notices, requests, approvals, or consents required to be given hereunder shall be in writing and addressed as follows (or to such other address as either party may specify):

County: Wake County Board of Commissioners
Attention: Director
Parks, Recreation and Open Space Department
P.O. Box 550, Suite 1000
Raleigh, North Carolina 27602

Board: Wake County Board of Education
C/O Wake County Public School System
Attention: Senior Director, Real Estate Services
1551 Rock Quarry Road
Raleigh, NC 27610

11. The Parties shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, or national origin. Neither Board, County or their employees shall discriminate against any person or organization on the basis of race, color, creed, sex, age, religion, or national origin by refusing to furnish such person or organization services for privileges offered to or enjoyed by residents of Wake County, nor shall the Parties or their employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect negatively on any person because of race, color, creed, sex, age, religion, or national origin.
12. The Parties agree that this document and its attachments constitute the entire agreement between the Parties and may only be modified by a written mutual agreement signed by the Parties. To the extent that there is any conflict between the terms of this Agreement and any prior understanding or agreement between the Parties, the terms of this Agreement, including its attachments, shall control. The Parties may not assign this Agreement.

13. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by email transmission or via facsimile. The parties intend that emailed or facsimile signatures constitute original signatures and that an emailed or facsimile signature is binding on the parties having signed such email or facsimile transmitted Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the last day and year indicated below.

The Wake County Board of Education

By: _____

Name (Printed): _____

Title: _____

Date: _____

The County of Wake

By: _____

Name (Printed): _____

Title: _____

Date: _____

Approved As To Form:

By: _____
County of Wake Attorney (if applicable)

Date: _____

Approved As To Form:

By: _____
Board of Education Attorney (if applicable)

Date: _____

Exhibit A: Description of Necessary Repairs
(to be provided and added by WCPSS RES JUA Staff)

- The Stadium Track at Knightdale High School needs to be resurfaced completely across the entire surface. The lane lines, arrows, and numbers must all be re-stripped on the track.
- (Check with Tony Champion for the exact repairs that are necessary to be done)