

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and effective this ___ day of _____, 2022 by and between the Winston-Salem/Forsyth County Board of Education, a public body corporate pursuant to N.C. Gen. Stat. § 115C-40 (the “School Board”), and the City of Winston-Salem, a municipal corporation in Forsyth County, North Carolina (the “City”). The Board and the City are hereinafter referred to collectively as the “Parties.”

WHEREAS, the Board and the City wish to enter into an agreement pursuant to G.S. 160A-460 et. al. to allow the City to access one of the mobile trailers at Easton Elementary School (“Mobile Unit”) for training and development purposes (hereinafter “T & D Purposes”);

WHEREAS, the City agrees to pay for any upfit and improvements to the Mobile Unit deemed necessary by the City for said T & D Purposes not to exceed the amount authorized by City Council; and

WHEREAS, the City will plan to have the utilities (power, water, gas, and internet) installed and extended to said mobile unit in the name of the City with the City being responsible for said costs; and

WHEREAS, all utility costs shall be paid by the City if the City remains the only party to the MOU using the Mobile Unit.

THEREFORE, IT IS THE UNDERSTANDING OF THE PARTIES HERETO THAT:

1. The City’s Commitment. The City hereby agrees as follows:
 - a. To accept, access and use the Mobile Unit provided by this Memorandum of Understanding for the provision of T & D Purposes, as determined by the City;
 - b. To pay for all moving fees, upfit and improvements to the Mobile Unit necessary for such T & D Purposes;
 - c. To plan for and pay for the installation of utilities (power, water, gas, and internet service) in the City’s name to said Mobile Unit;
 - d. To pay all utility costs associated with the Mobile Unit if the City remains the only party to this MOU using the Mobile Unit;
 - e. To move the Mobile Unit by May 1, 2022 and if not moved by said date, to delay the move until after June 15, 2022 and before the start of the school 2022-2023 school year;

- f. To obtain the Certificate of Occupancy within one year from the move date;
and
- g. To maintain the Mobile Unit in compliance with all applicable codes.

2. The School Board's Commitment. The School Board hereby agrees as follows:

- a. To maintain and continue ownership of the Mobile Unit and the land upon which it sits in the name of the School Board;
- b. To provide mowing and other services related to the maintenance of the land associated with the Mobile Unit in compliance with all applicable codes; and
- c. To refrain from charging the City a fee for the City's use of the Mobile Unit.

3. Parking. The School Board shall provide parking for the Mobile Unit; however, the School Board may refuse parking for the Mobile Unit and programs associated therewith, if there is a school event that conflicts with the City's use of said Mobile Unit, in which case the School Board shall provide the City with, at least 5 days' advance written notice of the conflict so the City can pursue other arrangements for parking or make the appropriate adjustment in its activities.

4. Notices. Any and all notices or other communications herein shall be in writing and shall be sent via a method permitting confirmed receipt (such as registered U.S. mail or an overnight courier service such as FedEx). All notices shall be confirmed by facsimile transmission. All notices shall be deemed given when deposited, postage prepaid, in the United States mail, or to the overnight courier service, addressed as set forth below, or to such other address as any one party shall advise the other in writing:

If to the City:

Name:
Position:
Address:

If to the School Board:

Name:
Position:
Address:

5. Term. This MOU will continue in effect so long as both Parties hereto continue to agree to its terms. Any deadlines set forth herein may be modified by the parties hereto in accordance with Section 6. This MOU may be terminated at any time, for any reason, by either party by giving the other party at least sixty (60) days' written notice.

6. Modification. Except as otherwise provided in this MOU, this MOU shall not be amended, modified, or altered except by written agreement of the Parties.

7. Entire Agreement. This MOU contains the entire understanding of the Parties with respect to the matters described herein and supersedes any and all other oral or written agreements heretofore made, and there are no representations or inducements by or to, or any agreements, promises, warranties, covenants or undertakings among any of the Parties hereto that are not expressly set forth in this MOU. Any number of counterparts of this MOU may be signed and delivered, each of which shall be considered an original and which together shall constitute but one agreement.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, hereby execute this MOU as of the effective date set forth above.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

BY: _____
Board of Education Chairperson

NAME: Deanna Kaplan

ATTEST: _____
Secretary of the Board of Education

[SIGNATURES CONTINUE ON THE NEXT PAGE]

ATTEST

CITY OF WINSTON-SALEM

_____(SEAL)

Sandra Keeney, City Clerk

BY: _____(SEAL)

Lee D. Garrity, City Manager

Approved as to form and legality,

This document has been pre-audited in accordance with NC Local Government Budget and Fiscal Control Act. This the _____day of _____, 2022.

This the _____day of _____, 2022.

Angela I. Carmon, City Attorney

Lisa Saunders, Chief Financial Officer