

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and effective this 24<sup>th</sup> day of August, 2021 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 operates a system of public schools in Forsyth County, North Carolina and offers a comprehensive program in Career Technical Education (“CTE”) to students in its school district;

**WHEREAS**, CTE has established certain career academies within a number of the Board’s high schools, including a fire academy at Glenn High School (“Glenn High School Fire Academy” or “GHSFA”) that supports an emerging workforce for preliminarily trained volunteer and career fire fighters within Forsyth County and the surrounding regions;

**WHEREAS**, GHSFA is designed to help students obtain industry recognized certifications and to provide resources to assist high school students in making informed decisions about future career paths;

**WHEREAS**, the Board owns a 1994 Quality/Spartan Fire Truck (VIN NUMBER 4S7AT9DO7RCO11002) (“Fire Truck”) that is used by the GHSFA;

**WHEREAS**, the Board needs an appropriate facility in which to park and store the Fire Truck where it will be protected from weather, theft and vandalism;

**WHEREAS**, the City owns a facility commonly known as Station 19 located at 4430 Glenn Hi Road, Winston-Salem, North Carolina 27101 (the “Building”) and the Building has a particular garage bay (“Bay”) that is a sufficient location for the Fire Truck to be parked and stored; and

**WHEREAS**, the City desires to assist the Board and GHSFA in their mission by allowing them to park and store the Fire Truck in the Bay at the Building without charge;

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

1. The City’s Commitment. The City hereby agrees as follows:
  - a. Except in emergency situations in which the City needs to use the Building’s Bay, to grant the Board the exclusive right to park and store the Fire Truck, along with all materials, supplies, and equipment incidental to the operation of the Fire Truck, in the Building’s Bay pursuant to the terms of this MOU and without charge;

- b. To grant the Board access to the Fire Truck and the Building's Bay when it is needed by providing a Building key to GHSFA Chief James Griffin or another appropriate person designated by the Board and approved by the City; and
- c. That the Board shall not be responsible for any costs or fees associated with its use of the Building, including insurance, utilities, repairs, maintenance or taxes.

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

- a. To use the Building's Bay for parking and storage of the Fire Truck pursuant to the terms of this MOU;
- b. To not use the Bay and/or the Building as a location at which to perform maintenance or repairs on the Fire Truck unless permission is granted by the City;
- c. To securely maintain the Building's key in the possession of GHSFA Chief James Griffin or another appropriate person designated by the Board and approved by the City;
- d. To hold the City harmless and indemnified from and against any and all claims, suits or causes of action which may arise from the Board's use of Building's Bay;
- e. That it shall reimburse the City for the cost of repairing any damage to the Building's Bay caused by the direct negligence of the School Board, its employees and/or agents; and
- f. That, other than allowing the Building to be used for parking and storage of the Fire Truck, the City shall not be responsible for any costs associated with maintaining the Fire Truck.

3. Term. This MOU will continue in effect so long as both of the Parties hereto continue to agree to its terms. The MOU can be terminated at any time, for any reason, by either party by giving the other party at least sixty (60) days' written notice. The Parties hereby acknowledge that the Board anticipates needing to utilize this facility for at least the next 3 to 5 years.

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

5. 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: Malishai Woodbury

ATTEST: \_\_\_\_\_  
Secretary of the Board of Education

CITY OF WINSTON-SALEM

BY: \_\_\_\_\_

NAME: Lee Garrity

TITLE: City Manager, City of Winston-Salem

BY: \_\_\_\_\_

NAME: William "Trey" Mayo

TITLE: Fire Chief, Winston-Salem Fire Department