

**Memorandum of Understanding
Town of Morrisville and Wake County Board of Education**

This Memorandum of Understanding (“MOU”) is dated and made effective this ____ day of April 2022 and outlines the conditions by which The Town of Morrisville (“Town”), a municipal corporation, and the Wake County Board of Education (“Board”), a body corporate with control and oversight over the Wake County Public School System (“WCPSS”) (collectively referred to as “The Partners”) will work together during the period of April 20, 2022 through October 31, 2022 (“The Term”).

The Town and Board have mutual interest in the establishment of a WCPSS public high school in the Town of Morrisville and a potential high school site has been identified. The subject site is not large enough to accommodate the full complement of standard outdoor program spaces for a high school and the Partners wish to work together to establish a joint use softball field, tennis courts and related drives and surface parking.

1. Conditioned on the future construction of a new comprehensive public high school that is anticipated to be located on property currently owned by Wake Technical Community College (“WTCC”), the Partners agree to commence a six-month process with the goal to develop and adopt a Joint Use Agreement (“JUA”) for Cedar Fork Elementary School. Partners understand and agree that the configuration of the field spaces at Cedar Fork Elementary that are subject to the existing JUA between the Partners will necessarily be impacted with the future construction of 6 new tennis courts, a softball field, drives and related surface parking on the school site to support the future high school. See preliminary concept map attached.
2. Partners agree to explore opportunities for Town provision of above-program elements related to the tennis courts and softball field such as lighting, seating, bathrooms, water fountains, or storage facilities, etc. that will support and enhance shared use and maintenance of the standard program elements by the Town and community.
3. Partners agree to work together to determine responsibility for sharing costs. It is anticipated that WCPSS will be primarily responsible for capital cost of the construction of the standard program elements, and that Town will be primarily responsible for capital costs of above-program elements and ongoing maintenance costs.
4. Partners agree to work together to develop a schedule for impacted use of field spaces under the current JUA, and for future use of the courts and field that will accommodate the needs of the Partners. It is expected that Town will need to modify its existing programming to accommodate the planned changes.
5. A preliminary concept plan illustration is attached as Exhibit A.

The goal of this MOU is to agree upon a financial and organizational framework, as approved by the governing board of each organization by the end of the term, and to incorporate those financial and organization terms into written and binding agreements governing the development, construction, and use of the fields, courts, drives and surface parking at Cedar Fork Elementary School.

Participation in this effort is non-binding. Neither Partner is obligated to enter into a long-term contact with the other. Either Partner may discontinue participation in the partnership for any reason at any time and each party shall bear the cost of its own activities under this MOU.

During the Term, the Partners will work towards the following:

1. Detailed land and development analyses;
2. Detailed discussions regarding how the Partners would finance, construct and develop the property for tennis and softball programming;
3. Detailed discussions regarding the shared use of the tennis courts, softball field, drives and surface parking, and preparation of a Joint Use Agreement (or update of the existing Joint Use Agreement for the Cedar Fork Community Center) governing the same;
4. Detailed discussions regarding programs that could be shared between the Partners and preparation of a written agreement governing the same; and
5. Any other discussions or documents necessary to move closer to accomplishing the goal of this MOU.

This Memorandum of Understanding contains the expressed intent of the Partners and their sole and entire understanding. The Partners understand that actual development of these amenities will be several years in the future. The Partners agree that any statements, representations, discussions, or documentation, whether made prior to or contemporaneously with the execution of the Memorandum of Understanding, have been merged into it and fairly and comprehensively memorializes the intent of the Partners.

The parties have executed this Memorandum of Understanding, as of the day and year first above written.

Martha Paige
Town Manager
Town of Morrisville

Cathy Q. Moore
Superintendent
Wake County Public School System

Exhibit A: Preliminary Concept Plan

