

MEMORANDUM OF UNDERSTANDING (“MOU”)
between
ORANGE COUNTY
and
TOWN OF CARRBORO

The Parties acknowledge that the facility is subject to the Declaration of Covenants, Conditions, and Restrictions and related Bylaws governing the Drakeford Library Complex Condominium. This MOU supplements those documents by outlining operational responsibilities and procedures specific to the joint use of the facility. In the event of a conflict, the Parties will confer in good faith to align this MOU with the Condominium Documents while preserving its operational intent.

I. PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the development, administration and use of that property located at 203 South Greensboro Street, Carrboro, NC. This Memorandum of Understanding is to supplement those terms and conditions in the “Declaration of Covenants, Conditions, and Restriction of 203 South Greensboro Street Project, A Condominium” which have been duly recorded with the Orange County, NC, Register of Deeds. In particular, this MOU is intended to define and delineate roles and responsibilities, outline communication, financial, and other expectations of the parties use of the facility located at 203 South Greensboro Street, Carrboro, NC

II. PARTIES

The parties to this Memorandum of Understanding are: Orange County (“the County”) and Town of Carrboro (or “Carrboro”).

III. BACKGROUND

Carrboro and Orange County jointly own the property consisting of 0.883 acres, more or less, surveyed as “Fakhoury Property” per “Recombination Map of Fakhoury Property” surveyed by Kenneth Close, Inc. recorded in Plat Book 94, Page 24, Orange County Registry, the same being assigned PIN: 9778-85-7932. A Declaration of Covenants, Conditions and Restrictions has been filed with the Register of Deeds and is located under INSERT INFO HERE

IV. EXECUTIVE COMMITTEE

- 1.) The Executive Committee, as discussed in the Declaration of Covenants, Conditions and Restrictions, consists of the Town Manager and the County Manager. The Executive Committee will establish and appoint members to a committee known as the Drakeford Facility Operations Committee, who will be responsible for the daily operations of the

facility and developing a document containing standard operating procedures, emergency protocols, guidelines for shared spaces, and any other items related to the daily operations of the facility, which will hereafter be known as the Drakeford Policies and Procedures Manual.

- 2.) The Executive Committee will approve the Drakeford Policies and Procedures Manual. The Town and County agree to follow the established operational guidelines detailed in the Drakeford Policies and Procedures Manual for the joint operation of the facility. The Drakeford Policies and Procedures Manual will be reviewed and updated periodically to maintain efficiency and compliance with applicable regulations. In the event changes are needed, the Drakeford Facility Operations Committee will work together to make changes and seek approval from the Executive Committee. In the event there is a disagreement on the changes or conditions of the guidelines, the Executive Committee will meet to discuss and determine the changes.
- 3.) County shall have unlimited access to that portion of the building shown on those sections marked on Exhibit 1 denoted as "County."
- 4.) Town of Carrboro shall have unlimited access to that portion of the building shown on those sections marked on Exhibit 1 denoted as "Town of Carrboro."
- 5.) Both County and Town of Carrboro shall have unlimited joint access to that portion known as the "Common Area" marked on Exhibit 1.
- 6.) The County and Carrboro agree to include a Room and Space Sharing Agreement in the Drakeford Policies and Procedures Manual that will be mutually beneficial to both parties.
- 7.) Utilities for the entire building, including the two Units and Common Area or Common Elements will operate on one service meter for each separate utility serving the entire building. The County will be responsible for paying all single meter utilities for the building, including the Units and Common Area or Common Elements and then seek reimbursement at the agreed upon split, 53.6% for the County and 46.4% for the Town.
- 8.) The County shall be responsible for providing Custodial services to the facility, including Units and Common Areas or Common Elements
- 9.) The Town shall be responsible for providing security services for the facility.
- 10.) The Town shall be responsible for the maintenance, repair and for contractually engaging all public Wi-Fi in Common Area or Common Element spaces and will be reimbursed by the County as set forth in Section IV, 7 below. The Town and County shall each be responsible for the repair and maintenance of all IT systems in its designated Unit space.
- 11.) Maintenance: The Town will be responsible for all maintenance of the Common Areas or Common Elements and all building-wide systems that service Town and County space, including but not limited to the parking garage, HVAC, Fire alarm, badge readers, cameras, plumbing, landscaping, remedial work, repairs or warranty work. The Town shall have sole control and discretion in the work to be performed and costs of the same. Notwithstanding in the event a single expense estimated to be in excess of five thousand dollars (\$5000.00), the parties will communicate with each other and agree to the expense prior to engaging the vendor unless it is an emergency requiring immediate action for maintenance or repair.
- 12.) Maintenance and repair of the portion of the building designated to be a Unit for the separate use of the Town or County, shall be borne by the party designated to use the

separate Unit, including all maintenance and repairs not associated with building-wide systems, such as repair of all finishes (walls, floors, ceiling).

- 13.) On a monthly basis, all costs incurred throughout the month will be totaled, and one request for reimbursement will be sent to the Town. Reimbursements should be paid through electronic funds transfer. All invoices that make up the total reimbursement request will be included as backup documentation. All charges will be billed at the split 53.6% County and 46.4% Town.
- 14.) Consistent with Paragraph 8 above, each party shall be responsible for any work to be performed and any costs associated with the same, in its respective areas described in Paragraphs 2 and 3 above. If repairs affect facility wide building systems (i.e. fire alarm) - the party conducting the repairs will facilitate work and interrupts with the other party, to not affect their operation to the best of their ability. If interruptions are an emergency, the party conducting the repair will communicate to their best of their ability to the other party.
- 15.) With regard to casualty insurance, and material damage or destruction of the building:
 - a. The Town will secure a single policy and agree to maintain casualty insurance for the replacement cost of the structure and liability insurance for \$1M/\$2M. The Town will ensure the gap policy extends until such time as the Condominium is filed of record and both the Town and County are Unit Owners.
 - b. The Town will obtain coverage based on the valuation of the building and provide that valuation report to the County.
 - c. The Town will obtain coverage from an insurer authorized in the state with a current A.M Best's rating of no less than A:VII, unless otherwise acceptable to both parties.
 - d. The Town will provide a copy of the insurance quote to the County, with the additionally insured endorsement.
 - e. The following language will be used to list Orange County as additional insured: Orange County, its officers, officials, agents, employees and agents are designated as additionally insured.
 - f. The Town will ensure that Orange County can file claims under the Town's insurance policy.
 - g. Cost of insurance born by the Town and County based on their agreed upon Condominium Unit ownership share of the structure. Upon submission of an invoice by the Town to the County showing the insurance amount due, a check or electronic payment method for reimbursement from the County to the Town within 30 days after presentation.
 - h. In the event of damage or loss
 - i. the party whose Units damaged is responsible for the uninsured costs (deductible, and any overage); and
 - ii. each party is responsible for restoration
 - i. In the event of a catastrophic or total loss, the parties to mutually agree to either: (i) rebuild, sharing the uninsured costs based on ownership shares, or (ii) distribute the insurance proceed and sell the land based on respective ownership interests.
- 16.) In the event an incident is reported to a party, the respective party will follow their internal incident reporting procedures. If the incident is related to the other party's

operation or ownership responsibilities, the other party will communicate immediately about the incident for any necessary follow-up and remediation.

17.) Elections:

- a. The multipurpose rooms (151A and 151B) located within the facility shall serve as official election sites for local, state, and federal elections, including early voting, as determined by the Orange County Board of Elections. Orange County shall be responsible for coordinating with the Town and the appropriate election authorities to ensure the rooms are prepared and compliant with all applicable laws and accessibility requirements. Orange County shall further be responsible for all necessary equipment, security, and operational support during election periods. The Town shall provide logistical support, including but not limited to facility access and public notification, as requested by the County. The parties acknowledge that use of the multipurpose rooms for election purposes is a priority use and shall take precedence over all other scheduled activities during such periods. In the event of a scheduling conflict, including but not limited to pre-scheduled conferences or events, the Town shall reschedule or relocate such events to allow for uninterrupted use of the multipurpose rooms for election-related activities.
- b. The parties acknowledge that use of rooms 207 and 219 by the Town during election periods is a priority use and shall take precedence over all other scheduled activities during such periods. In the event of a scheduling conflict, including but not limited to pre-scheduled conferences or events, the County shall reschedule or relocate such events to allow for uninterrupted use of rooms 207 and 219 for Town programming.

18.) Security and Building Conduct: The County and the Town agree to collaborate on the development of a comprehensive Conduct and Courtesy plan for the facility, which will be a part of the Drakeford Policies and Procedures Manual. Each party shall be responsible for implementing security measures related to the plan within their respective designated areas, while joint responsibility will be shared for common areas.

19.) Neither Town nor County shall be liable to the other for any property damage sustained by the other, personal injury to the other or to its officers, agents and employees, irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence of the occupants of adjacent properties, or any other persons; provided that nothing contained herein shall relieve either Town or the County of the consequences of its own negligence to the extent provided by law.

20.) Employees of both the County and Town acknowledge that they shall not be agents or employees of the other entity when responding to an incident pursuant to this Memorandum of Understanding.

21.) Town and the County shall be responsible for payment of workers' compensation benefits only to their own respective employees.

22.) The Parties shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discriminations laws, policies, rules.

23.) Modification of this MOU must be in writing and approved by both parties.

24.) This MOU and any exhibits and amendments attached hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

Parties indicate agreement with this MOU by their signatures:

ORANGE COUNTY

TOWN OF CARRBORO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____