

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**INTERLOCAL AGREEMENT
FOR PROGRAMMING AND PLANNING
SCHOOL AND TOWN FACILITIES IN
MORRISVILLE, NC**

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into this the _____ day of _____, 2023, by and between the Town of Morrisville (Town), The Wake County Board of Education (Board), and The Trustees of Wake Technical Community College (WTCC), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, The Trustees of Wake Technical Community College owns ±89.61 acres of land located on the northern side of Chapel Hill Road (NC Highway 54) and extending to the southern side of Paramount Parkway west of its intersection with Carrington Mill Boulevard in the Town of Morrisville, Wake County, North Carolina, identified as Wake County PIN 0746-86-7028 and having a street address of 433 Knowledge Drive, which is the site of the WTCC RTP Campus ("WTCC Property"); and

WHEREAS, Board is under contract with WTCC to purchase and acquire ±34.0 acres of land located on the southern side of Paramount Parkway west of its intersection with Carrington Mill Boulevard in the Town of Morrisville, Wake County, North Carolina and identified as the northwestern portion of a Wake County PIN 0746-86-7028, which is the proposed site of a future High School (H-14) ("Board Property"); and

WHEREAS, Town is under contract with WTCC to lease and acquire the use of ±18.22 acres of land located on the southern side of Paramount Parkway west of its intersection with Carrington Mill Boulevard in the Town of Morrisville, Wake County, North Carolina which is the northeastern portion of Wake County PIN 0746-86-7028, which is the proposed site of a future Town park ("Town Park Area"), subject to WTCC's right to access and use the existing WTCC parking lot located on a portion of the Town Park Area (the "WTCC Parking Lot") upon terms and conditions set forth in a written lease between WTCC and the Town ("Lease"); and

WHEREAS, Town currently owns a 2.5 acre tract, previously purchased from WTCC, located on the southern side of Paramount Parkway west of its intersection with Carrington Mill Boulevard in the Town of Morrisville, Wake County, North Carolina and having PIN 0746-97-2399, which is to be used for construction of a fire station (Town Property); and

WHEREAS, the aforementioned properties are depicted for reference on Exhibit A as attached hereto; and

WHEREAS, in April of 2022, Town, Board and WTCC entered into a Memorandum of Understanding to establish a collaborative master planning process for the development framework of the Board Property, Town Park Area, Town Property and the WTCC Property; and

WHEREAS, since prior to the Board's entry into the contract with WTCC for the purchase of Board Property, Board and Town have engaged in collaborative discussions regarding the Town's long-term interests in school/park and/or other joint development opportunities on the Board-adjacent tracts in coordination with Board's development of Board Property; and

WHEREAS, Board and Town have successfully and collaboratively undertaken similar adjacent school/park development opportunities at Cedar Fork Elementary and thereafter entered mutually beneficial joint use agreements for school and community use of the improvements; and

WHEREAS, to maximize design flexibility and ensure the most efficient use of the properties resulting in savings in the overall cost of site development, the Town, Board and WTCC desire to enter into an agreement to set forth certain terms and conditions relating to the development, design, construction, operation, maintenance and use of the Board Property, Town Property, Town Park Area, and WTCC property associated with the proposed future uses; and

WHEREAS, Board has an interest in incorporating the Town Property into the Board Property to meet the program requirements of the planned high school and both Town and Board have an interest in exchanging the Town Property for a long-term lease of a comparable area on the northeastern portion of the Board Property for the construction of a fire station, to which WTCC has no objection; and

WHEREAS, this Agreement is entered into pursuant to North Carolina General Statutes, Article 20, Part 1 of Chapter 160A.

NOW, THEREFORE, in consideration of the mutual goals and promises contained herein, and the mutual benefits to result therefrom, the parties agree as follows:

1. The Town, Board and WTCC have jointly planned for the development of the properties. The Preliminary Master Plan attached hereto as Exhibit B includes the following:

- A. On the Board Property, the development may consist of a High School building and related Standard Program areas including drives, sidewalks, parking areas, fields, stadium, outdoor learning spaces, stormwater devices, or other program elements appropriate for the site size and characteristics.

- B. On the Town Park Area, the development may consist of active and/or passive recreation areas and may include driveways, parking facilities, trailheads, greenways, restroom buildings, paved play areas or other public recreational facilities.
- C. Upon completion of the land exchange between Town and Board for relocation of the Town's fire station site (to which WTCC has no objection), the new fire station site development may consist of a Town fire station building and related drives, Wake County EMS facility, parking facilities, stormwater devices or other related improvements.
- D. On Board Property, infrastructure improvements that benefit Town may consist of shared drive access from Paramount Parkway that can provide access to a trailhead at the northern end of the Town Park Area, utilities extensions, shared stormwater devices, shared parking use outside of school hours, or other related improvements as agreed upon by the parties.
- E. On WTCC Property and the Town Park Area, infrastructure improvements that benefit Board may consist of shared drive access to the southeastern area of Board Property from Transformation Road and from Aspiration Way over an existing driveway that currently serves the WTCC Parking Lot.
- F. On WTCC Property, Town Park Area and Board Property, the portions of the WTCC Parking Lot and sidewalks that lie within the Board Property boundary shall be removed by Board at its expense prior to the start of new school construction on Board Property, unless a portion of the existing improvements can be effectively repurposed for Board utilization as part of Board's site development plan as approved by Town.
- G. In concert with removal of the portions of the WTCC Parking Lot described hereinabove, an appropriate stormwater device will be developed at Board expense to accommodate the stormwater runoff from the remaining portion of the WTCC Parking Lot, sidewalks and related driveway that remains on WTCC Property and within the Town Park Area. The Parties will collaborate in the exploration of suitable locations and design configuration. Responsibility for management of its design and construction will be determined by agreement of the Parties at the time that its location and timing for development is determined.

2. It is agreed that from and after the acquisitions of Board Property and Town Park Area are final, Board, Town and WTCC will collaborate in their design and development of construction plans for Board Property, Town Park Area and Town Property, with the Board being responsible for the costs associated with the planning and construction of Board improvements, and Town being responsible for the costs associated with the planning and construction of Town improvements.
3. During the design of the Board and Town improvements, Town, Board and WTCC shall mutually agree upon the location of Board, Town, WTCC, or shared infrastructure improvements that may be appropriately constructed during the school construction on Board property that will benefit all parties. Town, Board and WTCC shall also mutually agree upon Board, Town, WTCC or shared infrastructure improvements that may be appropriately constructed during the school construction on Town property that will benefit all parties.
4. It is further understood by Board and Town that recreation infrastructure costs such as grading, roads, utilities, or parking facilities for the Town Park Area may be paid for at the initial construction phase of the Board project by the Town subject to the availability of Town funding. The Town shall be responsible for the design costs associated with design and construction of the Town recreational or other public facilities and any improvements on Board Property beyond those included in the Standard Program for the WCPSS high school that Town may desire to make to support a future joint use of Board Property. Any such design costs shall be negotiated and approved by the Town prior to commencement of project design and be timely paid so as not to delay school design and construction schedules.
5. Town property improvements approved by the Town that are referenced in Section 3 and which may be mutually agreed upon for development in the initial school development shall be bid with breakout pricing by the Board as a part of the contract for school construction. Upon receipt of bids, the Town shall review the prices received for the Town property improvements, and for any improvements on Board Property beyond those required by the high school Standard Program that Town may desire to make to support a future Joint Use of Board Property. Based upon the availability of Town funding and bids received, the Town shall promptly notify the Board regarding the acceptance or rejection of the recreational improvement bids.
6. The Town, Board and WTCC agree to jointly participate in the preparation of planning and programming studies and reporting documents to address transportation, utilities, shared drives and parking, low impact design/sustainable site and green building opportunities and

other planning and design considerations and to jointly approve a Development Plan and schedule for the proposed joint development of the Board Property, the Town Property, and the Town Park Area (collectively, the "Property"). Such approvals shall not be unreasonably withheld, conditioned or delayed. The Development Plan shall include itemized cost estimates for those activities that need to be completed initially for the joint development of the Property and a funding schedule for the implementation of the Development Plan by the Town and Board. The Town and Board agree to work cooperatively to select and mutually agree upon consultants for the services identified above. It is agreed that the Town and Board will share the cost of the studies and reporting document preparation in such proportions as are mutually agreed upon. The Parties agree to timely provide funding for their respective shares of the costs of these services so as not to delay performance of the terms and conditions of the consultant agreements. The Development Plan with cost estimates, funding apportionments and development schedule shall be presented to the Town Council and Board of Education for approval.

7. Upon completion of the Development Plan and approval by the Town, Board and WTCC, if it is determined that joint use of specified facilities within the Master Plan are desired, the Town and Board shall agree to make reasonable good faith efforts to enter into a Joint Use Agreement which will provide for use, operation and maintenance of specified facilities and set forth the terms and conditions associated with the use, operation and maintenance of the improvements. The parties presently contemplate that said Joint Use Agreement will include language providing that: (a) The term of the Joint Use Agreement will be no less than twenty-five (25) years and no greater than the term of the Lease; (b) at the end of the initial term, the Town shall have the exclusive option to extend the Town's use of Board Property for up to at least an additional 25 year period so long as the property is not needed for Board purposes and the facility is operated as a school; (c) each party will grant to the other an easement pursuant to the master plan to the extent necessary to provide ingress and egress to the other's property during the term of the Lease; and (d) Board and Town acknowledge the requirement for Board's priority of use of Board Property and program space and the requirement for Town's priority of use of Town Property and improvements thereto, and that Board shall have administrative control of all Board property and improvements thereon. Likewise, the Town shall have administrative control of all Town property and improvements thereon.
8. If necessary for the provision of public infrastructure necessary to meet development requirements to support the school development, the Town agrees to convey such

easements and rights of way as may be necessary over and upon the Property to the Board or North Carolina Department of Transportation as appropriate without additional compensation. If necessary for the provision of public infrastructure necessary to meet development requirements to support Town property development upon the Board property and/or the Board-adjacent tracts, the Board agrees to convey such easements and rights of way as may be necessary over and upon Board Property to the Town or North Carolina Department of Transportation as appropriate without additional compensation. The location of such easements shall be established by mutual agreement of the parties consistent with generally accepted development practices, and any such easements affecting the WTCC Property, the Town Park Area, and/or the WTCC Parking Lot will be subject to the review and approval by WTCC, which approvals shall not be unreasonably withheld, conditioned or delayed. In locating such easements reasonable consideration shall be given to minimize adverse impacts to Town and Board facilities and programming and the WTCC Property and the WTCC Parking Lot.

9. Town agrees to waive all site plan fees, construction plan review fees, and other similar development fees related to the Board, WTCC and Town facilities improvements described herein.
10. The Parties agree to make reasonable, good faith efforts to take such actions and execute such other and further agreements, easements, deeds and instruments as may be necessary to effectuate the purposes of this Agreement.
11. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter hereof. This Agreement may be amended only by written amendments duly executed by and between the Parties.
12. The term of this Agreement shall commence upon execution by all of the Parties hereto and shall conclude twenty five (25) years from execution of this Agreement, or upon expiration of any subsequent Joint Use Agreement authorizing Board and Town to use some or all of the Project's improvements and recreational areas, or upon final completion of all construction contemplated by the Master Plan, whichever first occurs, unless sooner terminated in accordance with this agreement or subsequent modification hereto.
13. The Parties acknowledge that this Agreement does not and is not intended in any way to diminish the Board's authority to select a school site, choose building designs, establish school programs, and operate its schools independently in its discretion.

14. Prior to the awarding of any construction contracts, this Agreement may be terminated by consent of the Parties or upon one hundred eighty (180) days written request of any party to the remaining parties.
15. The Parties acknowledge that this Agreement does not and is not intended in any way to diminish the Town's sole authority to design, name, and control access to and make use of the park and/or other Town facilities upon the land it owns or leases and to operate the park and/or other Town facilities independently in its discretion.
16. The Parties acknowledge that this Agreement does not and is not intended in any way to diminish WTCC's sole authority to design, name, and control access to and use of the WTCC campus and/or other WTCC facilities upon the land it owns to operate the community college and/or other WTCC facilities independently in its discretion.
17. The Parties acknowledge that a 4.5262 acre portion of WTCC Property (depicted as Lot 1A on a plat recorded in Book of Maps 2001, Page 916, Wake County Registry) is subject to the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Perimeter Park – Phase II (per instruments recorded in Book 11448, Page 805; Book 12828, Page 1073; and Book 13662, Page 718, Wake County Registry, collectively referred to as “the Protective Covenants”). It is further acknowledged that the acreage subject to the Protective Covenants ("Impacted Area") is located at the northeastern corner of Board Property and includes the area to be leased to the Town for its use as a new fire station site. The Town acknowledges that the fire station site will be subject to the Protective Covenants and that Town accepts responsibility for compliance therewith during the time it leases the site. The Board acknowledges that a small portion Board Property will be subject to the Protective Covenants and that Board accepts responsibility for compliance therewith.
18. To the extent allowable by law, the Parties may mutually agree to language indemnifying each participant as to liability issues.

(The balance of this page is left intentionally blank. Signatures appear on subsequent pages)

IN WITNESS WHEREOF, the Boards and Council of the respective Parties have approved this Agreement and have caused it to be signed by the Board Chairs/the Town's Mayor and attested to by the Secretary or Clerk of that Board/Council.

The Wake County Board of Education

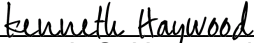
Attest: _____
Catty Q. Moore, Superintendent

By: _____
Lindsay Mahaffey, Chair

Date: _____


[SEAL]

Approved As To Form:

DocuSigned by:


Kenneth C. Haywood, Board of Education Legal Counsel (if applicable)


This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

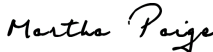
DocuSigned by:


3/14/2023
Trisha C. Posey, Finance Officer, The Wake County Board of Education (if applicable)

(The balance of this page is left intentionally blank. Additional signatures appear on the subsequent pages.)

Town of Morrisville

DocuSigned by:

Attest: _____
Eric W. Smith II, Town Clerk

DocuSigned by:

By: _____
Martha Paige, Town Manager


Date: 3/15/2023

[SEAL]

Approved As To Form:
DocuSigned by:


R. Frank Gray, Town of Morrisville Legal Counsel (if applicable)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:


Nancy Emslie, Town of Morrisville (if applicable)

(The balance of this page is left intentionally blank. Additional signatures appear on the preceding page and subsequent page.)

The Trustees of Wake Technical Community College

DocuSigned by:
Attest: Dr. R. Scott Ralls
Dr. Scott Ralls, Secretary

DocuSigned by:
By: Jamie M. Thomas
Jamie M. Thomas, Chair

Date: 3/15/2023

[SEAL]

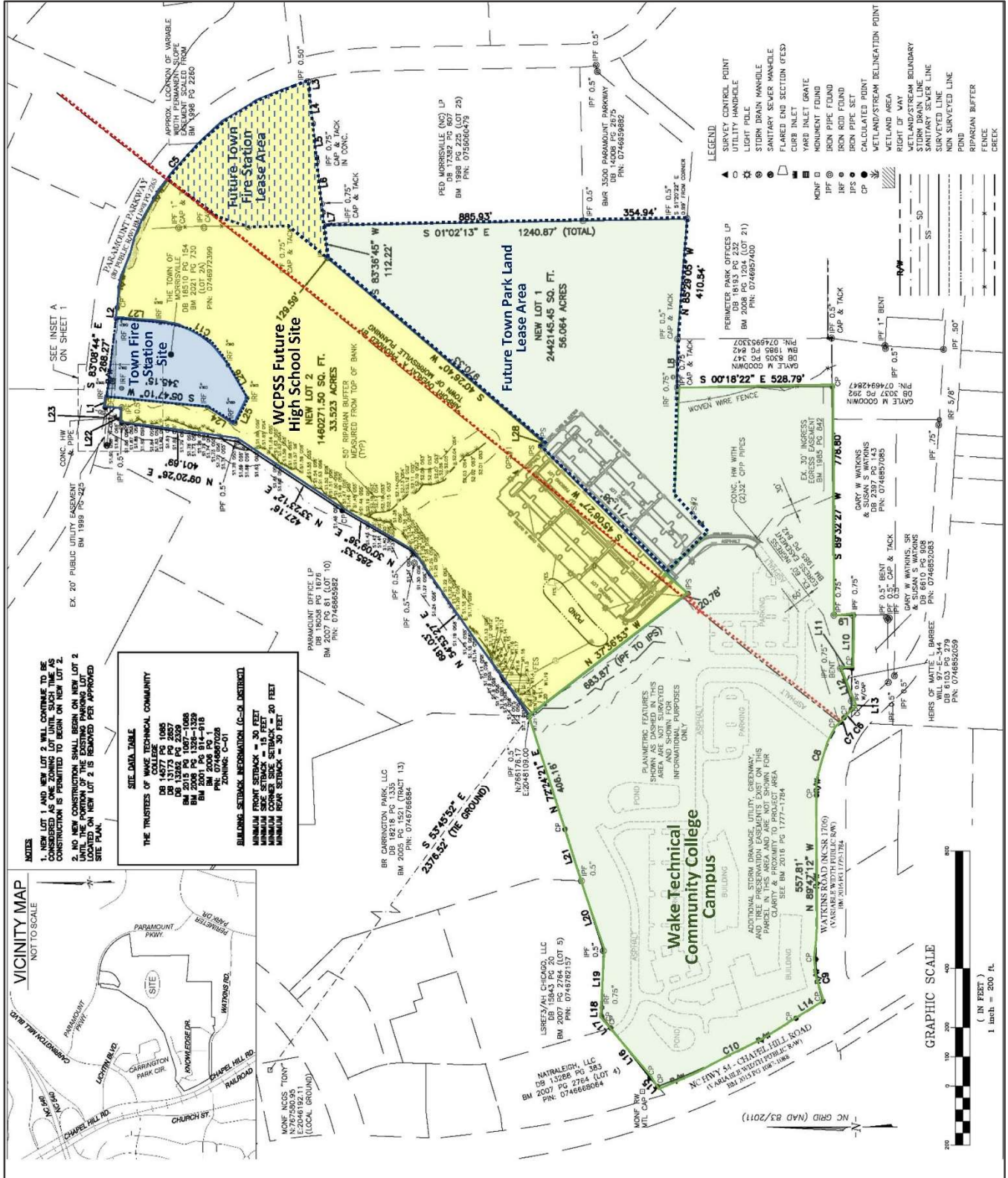
Approved As To Form:
DocuSigned by:
Walter L. Tippett, Jr
Walter L. Tippett, Jr., The Trustees of Wake Technical Community College Legal Counsel (if applicable)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Marla Tart
Marla Tart, Finance Officer, The Trustees of Wake Technical Community College

(Balance of this page is left intentionally blank. Additional signatures appear on the preceding pages.)

Exhibit A: Subject Properties



Type of Contract:

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

Please Select from the below list:
Non-Standard Agreement

Fiscal Year (FY): 22-23

Person to Contact : Margaret sutter Phone/Email: msutter

Name of Contract: Interlocal Agreement with Board, wake Tech, Town of Morrisville (H-14)





If Amendment (Amount +/-): _____ Total Contract Amount: n/a

Board Action: (Required at \$100,000) Yes No Board Meeting Date: 10/4/22





Board Reporting: (Required at \$50,000 and amendments +/-) Yes No Board Meeting Date: _____

Items of Special Note: _____

To be completed by the School or Department required for all contracts \$2,500 and up
INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	Initial	Date	Comments
Fiscal Administrator (\$2,500 and up and all MOAs)	^{DS} 	<u>3/14/2023</u>	_____
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	^{DS} 	<u>3/14/2023</u>	_____
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	^{DS} 	<u>3/14/2023</u>	_____
Superintendent/Chief Officer (\$100,000+ and All MOAs)	^{DS} 	<u>3/14/2023</u>	_____

To be completed by the Administrative Services required for all contracts \$2,500 and up

	Initial	Date	Comments
Risk Management (Insurance Review)		<u>3/15/2023</u>	_____
Finance Officer	^{DS} 	<u>3/14/2023</u>	_____
Chief Business Officer (Required ≥ \$100,000)		<u>3/15/2023</u>	_____
School Board Attorney (As required by the Chief Officer or Superintendent)	^{DS} 	<u>3/14/2023</u>	_____

Non-standard contract certification - "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a)

Finance Officer _____ Date _____

POR Approval _____

Contract Signature Request Form

TO: SUPERINTENDENT'S OFFICE

** Please indicate if your document has a deadline:* 3/15/23

FROM: Betty L. Parker

DATE: 3/14/23

DEPARTMENT: Real Estate

POINT OF CONTACT: Margaret Sutter or Alex Dalton

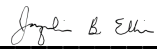
PHONE NUMBER: 856-8290

RETURN THRU COURIER

CALL FOR PICKUP

CHIEF OFFICER'S APPROVAL:

DocuSigned by:



Jacqueline B. Ellis

F0E5AA33A578446...

LEADERSHIP TEAM APPROVAL (print): _____

LEADERSHIP TEAM APPROVAL (sign): _____

The attached document requires the following:

TITLE OF DOCUMENT & Justification: Interlocal Agreement with Board, Wake Tech, Town of Morrisville (H-14)

Board Chair's Signature

Board Action Taken on (10/4/2022 - _____)

No Board Action Taken (Explain) _____

Superintendent's Signature

Finance Officer's Signature

Notary Public's Signature and Seal

Board Seal

Comments: _____



IN WITNESS WHEREOF, the Boards and Council of the respective Parties have approved this Agreement and have caused it to be signed by the Board Chairs/the Town's Mayor and attested to by the Secretary or Clerk of that Board/Council.

The Wake County Board of Education

Attest: Cathy Q. Moore
Cathy Q. Moore, Superintendent

By: Lindsay Mahaffey
Lindsay Mahaffey, Chair

Date: 3/16/2023

[SEAL]

Approved As To Form:

DocuSigned by:
Kenneth Haywood
Kenneth G. Haywood, Board of Education Legal Counsel (if applicable)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Trisha C. Posey 3/14/2023
Trisha C. Posey, Finance Officer, The Wake County Board of Education (if applicable)

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STATE OF NORTH CAROLINA
COUNTY OF WAKE

**INTERLOCAL AGREEMENT
FOR PROGRAMMING AND PLANNING
SCHOOL AND TOWN FACILITIES IN
MORRISVILLE, NC**

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WITNESSETH:

WHEREAS, The Trustees of Wake Technical Community College owns ±89.61 acres of land located on the northern side of Chapel Hill Road (NC Highway 54) and extending to the southern side of Paramount Parkway west of its intersection with Carrington Mill Boulevard in the Town of Morrisville, Wake County, North Carolina, identified as Wake County PIN 0746-86-7028 and having a street address of 433 Knowledge Drive, which is the site of the WTCC RTP Campus ("WTCC Property"); and

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5. Town property improvements approved by the Town that are referenced in Section 3 and which may be mutually agreed upon for development in the initial school development shall be bid with breakout pricing by the Board as a part of the contract for school construction. Upon receipt of bids, the Town shall review the prices received for the Town property improvements, and for any improvements on Board Property beyond those required by the high school Standard Program that Town may desire to make to support a future Joint Use of Board Property. Based upon the availability of Town funding and bids received, the Town shall promptly notify the Board regarding the acceptance or rejection of the recreational improvement bids.
6. The Town, Board and WTCC agree to jointly participate in the preparation of planning and programming studies and reporting documents to address transportation, utilities, shared drives and parking, low impact design/sustainable site and green building opportunities and

other planning and design considerations and to jointly approve a Development Plan and schedule for the proposed joint development of the Board Property, the Town Property, and the Town Park Area (collectively, the "Property"). Such approvals shall not be unreasonably withheld, conditioned or delayed. The Development Plan shall include itemized cost estimates for those activities that need to be completed initially for the joint development of the Property and a funding schedule for the implementation of the Development Plan by the Town and Board. The Town and Board agree to work cooperatively to select and mutually agree upon consultants for the services identified above. It is agreed that the Town and Board will share the cost of the studies and reporting document preparation in such proportions as are mutually agreed upon. The Parties agree to timely provide funding for their respective shares of the costs of these services so as not to delay performance of the terms and conditions of the consultant agreements. The Development Plan with cost estimates, funding apportionments and development schedule shall be presented to the Town Council and Board of Education for approval.

7. Upon completion of the Development Plan and approval by the Town, Board and WTCC, if it is determined that joint use of specified facilities within the Master Plan are desired, the Town and Board shall agree to make reasonable good faith efforts to enter into a Joint Use Agreement which will provide for use, operation and maintenance of specified facilities and set forth the terms and conditions associated with the use, operation and maintenance of the improvements. The parties presently contemplate that said Joint Use Agreement will include language providing that: (a) The term of the Joint Use Agreement will be no less than twenty-five (25) years and no greater than the term of the Lease; (b) at the end of the initial term, the Town shall have the exclusive option to extend the Town's use of Board Property for up to at least an additional 25 year period so long as the property is not needed for Board purposes and the facility is operated as a school; (c) each party will grant to the other an easement pursuant to the master plan to the extent necessary to provide ingress and egress to the other's property during the term of the Lease; and (d) Board and Town acknowledge the requirement for Board's priority of use of Board Property and program space and the requirement for Town's priority of use of Town Property and improvements thereto, and that Board shall have administrative control of all Board property and improvements thereon. Likewise, the Town shall have administrative control of all Town property and improvements thereon.
8. If necessary for the provision of public infrastructure necessary to meet development requirements to support the school development, the Town agrees to convey such

easements and rights of way as may be necessary over and upon the Property to the Board or North Carolina Department of Transportation as appropriate without additional compensation. If necessary for the provision of public infrastructure necessary to meet development requirements to support Town property development upon the Board property and/or the Board-adjacent tracts, the Board agrees to convey such easements and rights of way as may be necessary over and upon Board Property to the Town or North Carolina Department of Transportation as appropriate without additional compensation. The location of such easements shall be established by mutual agreement of the parties consistent with generally accepted development practices, and any such easements affecting the WTCC Property, the Town Park Area, and/or the WTCC Parking Lot will be subject to the review and approval by WTCC, which approvals shall not be unreasonably withheld, conditioned or delayed. In locating such easements reasonable consideration shall be given to minimize adverse impacts to Town and Board facilities and programming and the WTCC Property and the WTCC Parking Lot.

9. Town agrees to waive all site plan fees, construction plan review fees, and other similar development fees related to the Board, WTCC and Town facilities improvements described herein.
10. The Parties agree to make reasonable, good faith efforts to take such actions and execute such other and further agreements, easements, deeds and instruments as may be necessary to effectuate the purposes of this Agreement.
11. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter hereof. This Agreement may be amended only by written amendments duly executed by and between the Parties.
12. The term of this Agreement shall commence upon execution by all of the Parties hereto and shall conclude twenty five (25) years from execution of this Agreement, or upon expiration of any subsequent Joint Use Agreement authorizing Board and Town to use some or all of the Project's improvements and recreational areas, or upon final completion of all construction contemplated by the Master Plan, whichever first occurs, unless sooner terminated in accordance with this agreement or subsequent modification hereto.
13. The Parties acknowledge that this Agreement does not and is not intended in any way to diminish the Board's authority to select a school site, choose building designs, establish school programs, and operate its schools independently in its discretion.

14. Prior to the awarding of any construction contracts, this Agreement may be terminated by consent of the Parties or upon one hundred eighty (180) days written request of any party to the remaining parties.
15. The Parties acknowledge that this Agreement does not and is not intended in any way to diminish the Town's sole authority to design, name, and control access to and make use of the park and/or other Town facilities upon the land it owns or leases and to operate the park and/or other Town facilities independently in its discretion.
16. The Parties acknowledge that this Agreement does not and is not intended in any way to diminish WTCC's sole authority to design, name, and control access to and use of the WTCC campus and/or other WTCC facilities upon the land it owns to operate the community college and/or other WTCC facilities independently in its discretion.
17. The Parties acknowledge that a 4.5262 acre portion of WTCC Property (depicted as Lot 1A on a plat recorded in Book of Maps 2001, Page 916, Wake County Registry) is subject to the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Perimeter Park – Phase II (per instruments recorded in Book 11448, Page 805; Book 12828, Page 1073; and Book 13662, Page 718, Wake County Registry, collectively referred to as “the Protective Covenants”). It is further acknowledged that the acreage subject to the Protective Covenants ("Impacted Area") is located at the northeastern corner of Board Property and includes the area to be leased to the Town for its use as a new fire station site. The Town acknowledges that the fire station site will be subject to the Protective Covenants and that Town accepts responsibility for compliance therewith during the time it leases the site. The Board acknowledges that a small portion Board Property will be subject to the Protective Covenants and that Board accepts responsibility for compliance therewith.
18. To the extent allowable by law, the Parties may mutually agree to language indemnifying each participant as to liability issues.

(The balance of this page is left intentionally blank. Signatures appear on subsequent pages)

IN WITNESS WHEREOF, the Boards and Council of the respective Parties have approved this Agreement and have caused it to be signed by the Board Chairs/the Town's Mayor and attested to by the Secretary or Clerk of that Board/Council.

The Wake County Board of Education

Attest: Cathy Q. Moore
Cathy Q. Moore, Superintendent

By: Lindsay Mahaffey
Lindsay Mahaffey, Chair

Date: 3/16/2023

[SEAL]

Approved As To Form:


DocuSigned by:
Kenneth Haywood
Kenneth G. Haywood, Board of Education Legal Counsel (if applicable)

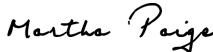
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Trisha C. Posey 3/14/2023
Trisha C. Posey, Finance Officer, The Wake County Board of Education (if applicable)

(The balance of this page is left intentionally blank. Additional signatures appear on the subsequent pages.)

Town of Morrisville

DocuSigned by:

Attest: _____
Eric W. Smith II, Town Clerk

DocuSigned by:

By: _____
Martha Paige, Town Manager

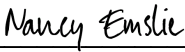
Date: 3/15/2023

[SEAL]

Approved As To Form:
DocuSigned by:


R. Frank Gray, Town of Morrisville Legal Counsel (if applicable)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:


Nancy Emslie, Finance Officer, Town of Morrisville (if applicable)

(The balance of this page is left intentionally blank. Additional signatures appear on the preceding page and subsequent page.)

The Trustees of Wake Technical Community College

DocuSigned by:
Attest: Dr. R. Scott Ralls
Dr. Scott Ralls, Secretary

DocuSigned by:
By: Jamie M. Thomas
Jamie M. Thomas, Chair

Date: 3/15/2023

[SEAL]

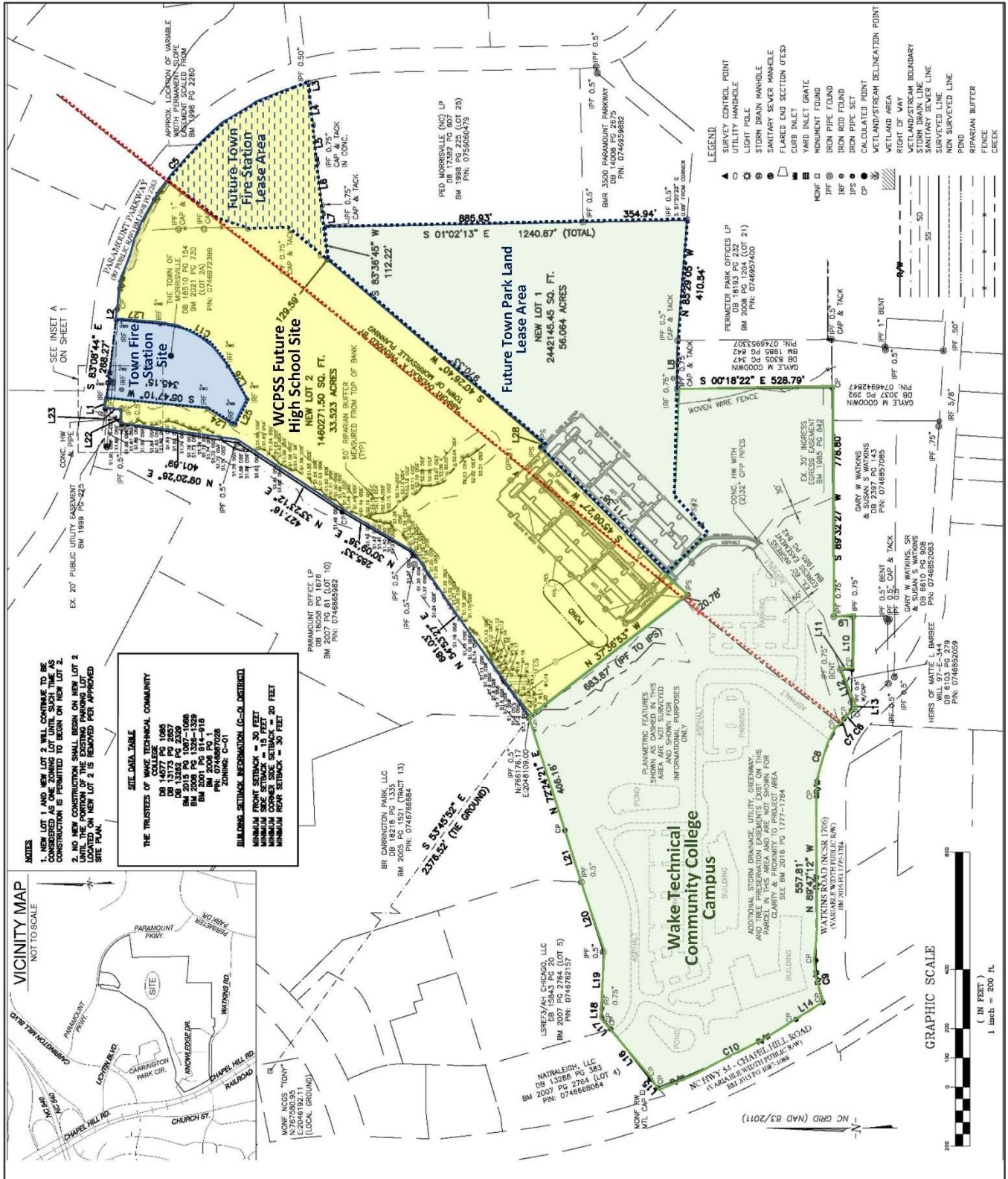
Approved As To Form:
DocuSigned by:
Walter L. Tippett, Jr
Walter L. Tippett, Jr., The Trustees of Wake Technical Community College Legal Counsel (if applicable)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Marla Tart
Marla Tart, Finance Officer, The Trustees of Wake Technical Community College

(Balance of this page is left intentionally blank. Additional signatures appear on the preceding pages.)

Exhibit A: Subject Properties



Certificate Of Completion

Envelope Id: E48A56800F554ADAB7492D65938BC643	Status: Completed
Subject: Please DocuSign: Priority RES Interlocal Agreement with Board, Wake Tech, Town of Morrisville (H-14)	
Source Envelope:	
Document Pages: 27	Signatures: 11
Certificate Pages: 9	Initials: 9
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Margaret Sutter
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	5625 Dillard Drive
	Cary, NC 27518
	msutter@wcpss.net
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Record Tracking

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Wake County Public School System	Location: DocuSign

Signer Events

Alexandra Dalton
 adalton2@wcpss.net
 Senior Fiscal Administrator
 Wake County Public School System
 Security Level: Email, Account Authentication (None)

Signature



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 Using IP Address: 75.183.252.65

Timestamp

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Electronic Record and Signature Disclosure:
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Margaret Sutter
 msutter@wcpss.net
 Director
 WCPSS
 Security Level: Email, Account Authentication (None)

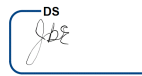


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Jacqueline B. Ellis
 jbellis@wcpss.net
 Chief of Schools
 WCPSS
 Security Level: Email, Account Authentication (None)



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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kenneth Haywood
 khaywood@hsfh.com
 Security Level: Email, Account Authentication (None)



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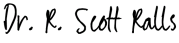
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Signer Events

Dr. R. Scott Ralls
sralls@waketech.edu
Security Level: Email, Account Authentication
(None)

Signature

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g cecil Bell
gbell@wcpss.net
Risk Management Sr. Director
Wake County Public School System
Security Level: Email, Account Authentication
(None)

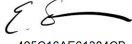
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Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Eric Smith
esmith@townofmorrisville.org
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Nancy Emslie
nemslie@townofmorrisville.org
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R. Frank Gray
fgray@jordanprice.com
Security Level: Email, Account Authentication
(None)

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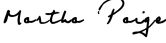
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Martha Paige
mpaige@townofmorrisville.org
Martha Paige, Town Manager
Security Level: Email, Account Authentication
(None)

DocuSigned by:

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<p>In Person Signing Host: Alexandra Dalton adalton2@wcpss.net</p> <p>In Person Signer: Lindsay Mahaffey</p> <p>Security Level: In Person</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/16/2023 4:55:35 PM ID: 34b134ce-0065-48a5-b760-41fc3fb09cdf</p>	<p>Completed</p> <p>Using IP Address: 152.26.89.237</p>	<p>Sent: 3/16/2023 4:54:57 PM Viewed: 3/16/2023 4:55:35 PM Signed: 3/16/2023 4:57:21 PM</p>
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wake County Public School System (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wake County Public School System:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tposey@wcpss.net

To advise Wake County Public School System of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tposey@wcpss.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wake County Public School System

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tposey@wcpss.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wake County Public School System

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tposey@wcpss.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wake County Public School System as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wake County Public School System during the course of your relationship with Wake County Public School System.