

MEMORANDUM OF UNDERSTANDING
between
DEKALB COUNTY BOARD OF EDUCATION
and
THE DUNWOODY HIGH SCHOOL COMMUNITY ASSOCIATION, INC., A GEORGIA (501c3) NON-
PROFIT CORPORATION

This Memorandum of Understanding (“MOU”) is entered into this __11th__ day of __August_____, 2025 (“Effective Date”) between the DeKalb County Board of Education (“DCBOE”) and The Dunwoody High School Community Association, Inc. (“Project Sponsor”) is hereby entered into for the purpose of memorializing preliminary discussions concerning the ___Dunwoody Additional Seating_____ (“Project”). This MOU is not intended to create legal obligations on either Party but contemplates that further legally binding agreements would be entered into by the Parties in the event that both Parties desire to continue with the Project as set forth herein.

PROJECT SPONSOR: The Dunwoody High School Community Association, Inc.

a Georgia (501c3) Non-profit Corporation.

I. MOU SUMMARY:

- A. The Dunwoody High School Community Association, Inc desires to donate 100% time and materials for designing and constructing a Bleacher Seating System at the existing athletic field located at Dunwoody High School, 5035 Vermack Road, Dunwoody, GA 30338 of the DeKalb County School District.
- B. The Dunwoody High School Community Association, Inc. desires support and future approval of this donation from DCBOE prior to making any time and material investments necessary to complete the Design phase of the PROJECT

II. The DCBOE and PROJECT SPONSOR agree as follows:

- A. Will work collaboratively to meet the goals of the PROJECT through this MOU
- B. Understand this MOU serves as a non-binding agreement with donation stipulations included in this document
- C. Will require a final approved binding agreement at a future date inclusive of PROJECT SPONSOR 100% funding evidence and commitment of the Project along with a complete set of plans. The construction plans for the Project, once approved (the “Approved Plans”) shall be deemed DCBOE and DCSB’s approval that, once constructed, the Project is permitted for use of the stadium for varsity home football games for Dunwoody High School.
- D. All procedures, practices, obligations, donations, and other requests will, as applicable or required, be in accordance with and in compliance with all DCBOE policies and regulations including, but not limited to:

- 1) Board Policy DFK: Gifts and Bequests
- 2) Board Policy DJE: Purchasing
- 3) Board Policy FDC: Naming Facilities
- 4) Board Policy KG: Use of School Facilities
- 5) Board Policy KJ: Advertising in the Schools

III. The PROJECT SPONSOR will undertake and complete the following tasks:

- A. Provide development for the complete scope of the PROJECT, at no cost to DCBOE.
- B. The goal of the construction of a Bleacher Seating System is to provide additional capacity at the existing athletic field, the football/soccer, track complex more specifically and to allow the stadium to host Dunwoody High School home football games.
- C. Contract(s) with one or more vendors for the design and construction of the new Bleacher Seating System, to include all infrastructure and other physical plant improvements set forth in the approved plans and as may be required by law (concrete, electric, data, plumbing, ADA, etc.) to receive a certificate of occupancy or similar approval.
 - 1) Enter into a written agreement with one or more vendors for the complete Project scope.
 - 2) Identify the responsible party as the PROJECT SPONSOR on all forms.
 - 3) Submit these written agreements and any proposed construction plans to the DCSD Capital Improvements Office in advance for approval of all plans and other required documents (each, once approved, is an "Approved Contract").
- D. Obtain and pay-for required construction and related permits from local authorities.
- E. Be responsible for maintenance, utilities, and repairs to the PROJECT through and until completion and close out.
- F. Be responsible for and be obligated to payment of maintenance costs and up-keep of the new bleacher seating system and other physical plant improvements, including the new power meter and any associated monthly power costs through project completion.
- G. Transfer all warranties to the DCSD related to the PROJECT
- H. Provide all architectural, engineering, and construction documents to the DCSD Capital Improvements Office at project close-out.
- I. Provide all PROJECT financial records to the DCSD upon request and at project close-out.
- J. Provide and maintain insurance as required by DCBOE, including "all-risk" property insurance in an amount equal to the replacement cost of the Project. Ensure contractors performing the construction, installation and/or maintenance portion of the Project have and maintain liability and workers compensation insurance in amounts acceptable to DCBOE. All insurers shall be licensed to do business in the State of Georgia. DCBOE shall be named as an additional insured on all liability and property insurance policies.
- K. Comply with all applicable laws, regulations, and other legal requirements applicable to the Project including without limitation the Georgia Public Construction Works law, O.C.G.A. §36-91-1, et. seq., the Georgia Security and Immigration Compliance Act, O.C.G.A. §13-10-91, et. seq., Georgia Board of Education Rule FED (2), all applicable Georgia contractor licensing laws, and DCBOE policies. Project Sponsor acknowledges that such laws, regulations, and legal requirements may require, among other actions, public advertisement and competitive bidding of the construction and installation portion of the

Project, performance and payment bonds for the Project, the provision of an e-verify affidavit by Project Sponsor and the collection of executed e-verify affidavits from all contractors and subcontractors of Project Sponsor.

- L. Indemnify and hold harmless DCBOE and DeKalb County School District (“DCSD”) from and against any and all claims of every kind or nature arising out of or in connection with the construction of the Project, except to the extent caused by the negligence or gross conduct of DCBOE or DCSD or any of their agents, employees, contractors or representatives.
- M. PROJECT DRAWINGS AND SPECIFICATIONS: Any and all agreements, drawings and/or specifications shall be supplied by the PROJECT SPONSOR’S vendor to the DCSD Capital Programs Office for written approval before commencement of any work.

IV. DCBOE will:

- A. Pledge support and commitment to approve donation upon final approval of design plans and PROJECT SPONSOR 100% funding assurance
- B. Provide a DCSD Capital Improvements Project Manager to assist, guide, and approve all required plans, scope, sequence and capital improvement procedures, at no cost to the The Dunwoody High School Community Association, Inc.
- C. Provide access to copies of any existing plans, surveys, and other related engineering and construction related documents supporting the proposed construction area as indicated on Exhibit A (attached) (DHS New Seating Map 6-23-2025.pdf).
- D. Provide related DCSD design and educational specifications.
- E. Provide an approved testing & inspections firm to ensure compliance with direct and indirect construction tasks for quality assurance at no cost to the PROJECT SPONSOR
- F. Confirm that DCBOE is the sole governing body for which approval of the PROJECT is necessary on behalf of the owner of the underlying property.
- G. In the season immediately following completion of the Project, DCBOE and DCSD shall schedule GHSA events for Dunwoody High School varsity football at the stadium.

V. PROJECT SCOPE:

- A. The stadium Location and general layout will be in general conformance with Exhibit A (attached) (DHS New Seating Map 6-23-2025.pdf)
- B. Seating capacity of approximately 2,000 seats
- C. The project will include a press box and all audio/visual equipment, public address system, data systems, and required needed infrastructure to make the public address system operational
- D. Ancillary features such as sidewalks, stairs, fencing, plazas, lighting, signage, and other components necessary to integrate the stadium into the surrounding area are permitted but not required unless required by law.
- E. Additional structures including, but not limited to, storage areas, concession stands, and restrooms are permitted but not required as part of the initial stadium construction.

Neither DCSD nor DCBOE may require the addition of any discretionary scope of work to the Project following approval of the Approved Plans, except as may be required to comply with applicable laws and/or to address unforeseen site conditions.

- F. The project may incorporate signage, monuments, or other features to recognize and display donor names in accordance with the provisions of DCBOE Policy KJ: Advertising in the Schools and associated policies and regulations.

VI. PROJECT FUNDING:

- A. Approximately \$1,750,000.00 inclusive of all design, construction, equipment, permitting, and installation costs, which sum shall be funded 100% through and by the The Dunwoody High School Community Association, Inc.
- B. The DCBOE and the DCSD will not have any obligation to fund any part of the construction of PROJECT.
- C. DCBOE acknowledge that the PROJECT SPONSOR intends to name the Project in honor of an individual or family. DCBOE shall have the right to approve the proposed name of the PROJECT prior to commencement of construction for the Project in accordance with DCBOE Board Policy FDC: Naming Facilities and all associated policies and regulations.

VII. PROJECT TIME:

- A. Construction and Installation: Approximately 12 months from approval of the Approved Plans and Approved Contracts by DCSD Capital Programs Office.
- B. Maintenance: Ongoing through the customary capital life of the bleacher seating system.

VIII. PROJECT OWNERSHIP AND OPERATIONAL COST:

- A. Upon completion and close out of the PROJECT, any and all capital, physical plant, and grounds improvements completed during this project by the PROJECT SPONSOR will transfer ownership and operational costs to the DCSD. The improvements will be added to the asset inventory where required.
- B. The assets will be placed on an operational maintenance plan by DCSD to always keep it in safe and in operational conditions. Ongoing maintenance costs will be budgeted by DCSD for the customary capital life of the improvements.

IX. TERM:

This MOU shall have a term of twelve (12) months from the Effective Date of this Agreement but the parties may renew this MOU for up to two (2) additional one-year terms upon approval of DCBOE.

- X. RIGHT TO TERMINATE: If either party reasonably determines that the PROJECT is no longer feasible or cannot be completed as contemplated by this MOU, that party shall provide written

notice to the other party of the condition giving rise to the concern. If the condition is not cured by the other party to the complaining party's reasonable satisfaction within 10-days of receipt of said written notice, the complaining party may terminate this MOU upon 30-days written notice to the other party.

XI. NON-BINDING:

This MOU is not intended to create any legally binding obligations or liabilities between the Parties but shall serve as a statement of preliminary understanding and intent to collaborate. Any binding obligations will arise only upon execution of separate, definitive agreements or contracts specifically addressing those obligations.

This MEMORANDUM OF UNDERSTANDING is hereby agreed to by:

1. Project Sponsor: _____ Date _____
President/Authorized Officer

2. Superintendent of Schools _____ Date _____

3. Board Chair _____ Date _____