

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NEW HANOVER COUNTY  
AND THE  
NEW HANOVER COUNTY BOARD OF EDUCATION**

**SHELTER STORAGE BUILDINGS AGREEMENT**

WHEREAS, NEW HANOVER COUNTY ("County"), and the NEW HANOVER COUNTY BOARD OF EDUCATION ("Board") have mutual interests in preparing for and responding to disasters and other events during a state of emergency; and

WHEREAS, New Hanover County Emergency Management is responsible for coordinating the operation and planning of the Emergency Management functions of the County; and

WHEREAS, the County and Board entered into a Memorandum of Understanding (MOU), County Contract 21-0244, defining the County's use of school facilities for emergency shelters; and

WHEREAS, the County constructed a storage building at four school shelter facilities for the purpose of storing supplies for shelter operations; and

WHEREAS, the Board has authority to permit the use of its school facilities for emergency shelters under N.C.G.S. 115C, Article 13; N.C.G.S. 115C-518; N.C.G.S. 115C-524; and N.C.G.S. 160A-274; and

WHEREAS, the Board has adopted Policy 5140 addressing cooperation with Emergency Management; and

WHEREAS, both the County and the Board recognize and intend that these mutual covenants and agreements be interpreted in accordance with Chapter 166A of the North Carolina General Statutes, including but not limited to N.C.G.S. §166A-19.60 and N.C.G.S. §166A-19.61; and

WHEREAS, the County and the Board have the authority to enter into and abide by this Memorandum of Understanding (MOU).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Facilities: The County constructed a shelter storage building at four locations:

Trask Middle School  
2900 N College Road

Codington School  
4321 Carolina Beach Road

Blair Elementary School  
6510 Market Street

Eaton Elementary  
6701 Gordon Road

2. Application: The Board will permit the County to access the Facilities as needed and permanently store supplies in preparation to operate the emergency public shelters.

3. Building Management: The County will have the responsibility for the operation of the shelter storage buildings. The Board's Facility Coordinator will coordinate with the County's Shelter Manager regarding the use of the Facilities by the County. To the extent not addressed in this MOU, the County and the Board shall jointly develop rules for the access and operation of the emergency shelter storage buildings.

4. Maintenance: The County is responsible for all maintenance of the Facilities. The Shelter Manager (or designees) will conduct periodic surveys of the Facilities and notify County Facilities Management of damage or maintenance needs.

5. Insurance. The County will maintain insurance coverage on the buildings and contents.

6. Term: The term of this MOU shall be effective and continue until written notice of termination is given by any party. This MOU may be terminated upon receipt of thirty (30) days prior written notification from any party to the others sent by certified mail, return receipt requested. In addition, this Memorandum of Understanding may be updated or modified at any time as mutually agreed by the parties in writing.

7. No Third-Party Beneficiary Rights: This MOU is not intended to create any rights of a third-party beneficiary. No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, any party to this MOU.

8. Governing Law; Severability: This MOU is governed by the laws of the State of North Carolina. Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, State of North Carolina, or any local government ordinances of New Hanover County, North Carolina. If any term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Memorandum of Understanding as of the day and year written below.

**New Hanover County**

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Date

**New Hanover County Board of Education**

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Date