

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

**MEMORANDUM OF AGREEMENT FOR OPERATION OF
DOMESTIC VIOLENCE SHELTER AND
INTENT TO ENTER INTO A LEASE FOR PREMISES**

NOW COMES the **COUNTY OF JACKSON**, a **Body Politic and Subdivision of the State of North Carolina** (hereinafter “County”) and **CENTER FOR DOMESTIC PEACE, INC., a North Carolina Non-Profit Corporation** (hereinafter “CDP”) (collectively “Parties”), effective December 19, 2023, and enters this **MEMORANDUM OF AGREEMENT** (hereinafter “Agreement”).

WITNESSETH:

WHEREAS, CDP is the agency serving Jackson County for domestic violence, sexual assault and human trafficking purposes and has provided these services beginning in July of 2020; and

WHEREAS, the County desires to construct a shelter within Jackson County to serve victims of domestic violence, sexual assault and human trafficking and to have CDP operate the shelter and provide case management services as part of their service and operations in Jackson County; and

WHEREAS, the County has secured funds from Dogwood Health Trust to match funds set aside by the County for this project. The Parties understand that there will be a need for additional funds to complete the shelter; and

WHEREAS, the Parties desire that CDP take the lead in the additional fundraising efforts. The Parties acknowledge that this Agreement sets forth the intentions of the Parties to provide the structure needed to allow CDP to move forward with grant applications and fundraising efforts to secure the additional funds needed to complete construction of the shelter; and

WHEREAS, upon completion of the construction of the shelter, the County intends to enter into a lease of the premises, consisting of the land and shelter, with CDP for the consideration of operating the shelter and providing case management services; and

WHEREAS, the lease is intended to be for a period of ten (10) years and will require CDP to provide minor upkeep of the interior and exterior premises, utilities and liability insurance, with the County providing maintenance of structural items and infrastructure and major repairs with assistance from CDP through fundraising efforts for maintenance of larger projects.

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the County and CDP enter into this Agreement based on the following terms and conditions:

1. CDP provides domestic violence, sexual assault and human trafficking services for Jackson County, and the County is constructing a shelter to provide support services and temporary housing for victims of domestic violence, sexual assault and human trafficking.
2. The County has funds for construction of the shelter set aside, and CDP agrees to lead fundraising efforts for the additional funds needed to construct the shelter but must have a formalized agreement of the operational plans to move forward with the fundraising efforts.
3. Once the County completes construction of the domestic violence shelter, the County will enter into a lease with CDP for a term of ten (10) years for the consideration of operating the shelter and for providing case management services.
4. The lease will require CDP to provide minor upkeep of the interior and exterior premises, utilities and liability insurance, with the County providing maintenance of structural items and infrastructure and major repairs with assistance from CDP through fundraising efforts for maintenance of larger projects.
5. This Agreement shall be valid from the Effective Date until the earliest to occur of (i) the 10th anniversary of the Effective Date; (ii) or the completion of a lease between the Parties as anticipated by the Agreement; or (iii) upon termination with ninety (90) days' notice to the other Party for failure to comply with the provisions of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed in their respective names by their duly authorized officers, on the day and year first above written.

THE COUNTY OF JACKSON

Mark A. Letson
Chairman, Jackson County Commissioners

Attest:

Angela M. Winchester
Clerk to the Board

CENTER FOR DOMESTIC PEACE, INC.

Wesley Myers
Executive Director