

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

**MEMORANDUM OF UNDERSTANDING FOR USE OF FACILITY
IN THE EVENT OF AN EMERGENCY**

NOW COME the **COUNTY OF JACKSON, a Body Politic and Subdivision of the State of North Carolina** (hereinafter “County”) and **SOUTHWESTERN COMMUNITY COLLEGE** (hereinafter “College”) (collectively “Parties”), effective August 1, 2019, and enter into this **MEMORANDUM OF UNDERSTANDING** (hereinafter “Agreement”).

WITNESSETH:

WHEREAS, the County and the College have enjoyed a mutually beneficial relationship with regard to serving the Jackson County Community; and

WHEREAS, the County operates and holds fee simple title to the Department on Aging Facility, hereinafter “ County Facility” located at 100 County Services Park Sylva, North Carolina; and

WHEREAS, the College’s Jackson Campus in Sylva, NC is located in close proximity to the County Facility; and

WHEREAS, the College leadership and emergency operations, in a time of a critical incident or emergency circumstances, may need to temporarily operate and manage college operations offsite of their Jackson County Campus in Sylva; and

WHEREAS, the College desires to utilize space in the County Facility to temporarily run College operations in a time of a critical incident or emergency circumstance; and

WHEREAS, the County is willing to provide space in the County Facility for temporary College operations in a time of a critical incident or emergency circumstance.

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

1. In a time of critical incident or emergency circumstance for the College, College Administration will contact the Director of the Jackson County Department on Aging and the County Manager and notify them of the critical incident or emergency circumstance and the need for operational space at the County Facility.

2. The Director for the Department on Aging will, as soon as reasonably possible, ~~immediately~~ begin to make available space within the County Facility for College operations by College Administration and necessary personnel not to go over the capacity allowed in the space provided.
3. The College agrees that it will exercise reasonable care in the conduct of its activities in said County Facility and further agrees to replace or reimburse the County for any materials, equipment or supplies of the County used during the time of emergency operations and will be responsible for replacing, restoring, or repairing damage occasioned by the use of the County Facility.
4. The College will operate in the County Facility for no longer than 48 hours without a mutual agreement to extend the time for operations.
5. The Parties agree to review this agreement and make any recommended changes following a critical incident or emergency circumstance.
6. To the extent allowed by North Carolina law, the Parties agree to indemnify and hold the other party harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities and payments, including cost of defense, arising in whole or in part, out of the negligent act or omission of the party, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which a party or subcontractor is held liable.
7. Either Party may terminate or withdraw from this MOU by sending a written statement to the County Manager if by the College or to the College President if by the County giving thirty (30) days written notice.

[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

Brian Thomas McMahan
Chairman, Jackson County Commissioners

Attest:

Angela M. Winchester
Clerk to the Board

**THE TRUSTEES OF SOUTHWESTERN
COMMUNITY COLLEGE**

Terry Bell
Chairman, Board of Trustees

Don Tomas
Secretary to the Board