Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	H-2

Title

Intergovernmental Agreement/Memorandum of Understanding (MOU) with Cherokee County Government

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Intergovernmental Agreement/Memorandum of Understanding (MOU) with Cherokee County Government

Summary Explanation and Background

The Superintendent, School Board Attorney and staff have been in discussion with Cherokee County government officials relative to the attached Memorandum of Understanding (MOU).

Respective Board approvals of the attached MOU will allow both entities to proceed with the sale of the Hunt Road (14.66 acres) and original L.R. Tippens (approximately 4.5 acres) properties to the County government.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

$600,000 to CCSD

Exhibits: (List)

Memorandum of Understanding (MOU)

Source of Additional Information

Darrell Caudill, School Board Attorney	770.479.1406
Dr. Brian V. Hightower, Superintendent of Schools	770.479.1871
Mike McGowan, Chief of Staff	770.479.1871

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter referred to as the MOU, entered into on March 17, 2022, by and between Cherokee County School District residing at 1205 Bluffs Parkway, Canton, GA 30114, hereinafter referred to as the "First Party," and Cherokee County Board of Commissioners residing at 1130 Bluffs Parkway, Canton, GA 30114 hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the Real Estate Property Purchase.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they will work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree will be necessary to complete this Real Estate Purchase;

MISSION

The aforementioned Real Estate Purchase has been established with the following intended mission in mind:

To facilitate a Real Estate Property Purchase between First Party and Second Party in advance of a formal real estate sales contract whereas First Party will provide 14.66 acres of vacant property located off of Hunt Road, Acworth, GA 30102 and the original L. R. Tippens Elementary School buildings and 4.50 acres of property located at 8 Glenwood Street, Canton, GA 30114 to the Second Party for the sum of $600,000.

PURPOSE AND SCOPE

The Parties intend for this MOU to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the Real Estate Purchase.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus will not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the Real Estate Purchase.

TERMS OF UNDERSTANDING

The term of this MOU will be for a period of 90 days from the aforementioned effective date and maybe extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This MOU may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the MOU may be cancelled by either party with 30 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this MOU.

If at any time either party is unable to perform their duties or responsibilities under this MOU consistent with such party's statutory and regulatory mandates, the affected party will immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights will arise or be assumed between the Parties as a result of the terms of this MOU.

GOVERNING LAW

This MOU will be governed by and construed in accordance with the laws of the State of Georgia.

SEVERABILITY CLAUSE

In the event that any provision of this MOU will be deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU will be determined to be unlawful or otherwise unenforceable, the remainder of the MOU will remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this MOU will to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision will be deemed to be written, construed, and enforced as so limited.

ASSIGNMENT

Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval will not be unreasonably withheld.

ENTIRE UNDERSTANDING

The herein contained MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto will supersede and preempt any conflicting provision of this MOU whether written or oral.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU will work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this Real Estate Purchase.

- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.

- The Parties to this MOU will mutually contribute and take part in any and all phases of the planning and development of this Real Estate Purchase, to the fullest extent possible.

- The MOU will in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the Real Estate Purchase.

- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the Real Estate Purchase, it will then be controlled in accordance with Georgia governing laws, regulations and/or procedures.

- In the event that contributed funds should become necessary, any such endeavor will be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.

- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.

- Upon the signing of this MOU by both Parties, this Agreement will be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories will strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by the First Party and Second Party will be effective as of the date first written above.

(First Party Signature) — (Date) 3/17/22
William J. Sebring
Chief Support Services Officer
Cherokee County School District

(Second Party Signature) — (Date) 3/17/22
Geoffrey E. Morton, P.E.
County Manager
Cherokee County Board of Commissioners