

**Memorandum of Understanding Between
Fayetteville State University and the City of Fayetteville**

THIS AGREEMENT, made and entered into this the ___th day of January 2018, by and between the City of Fayetteville (hereinafter referred to as “City”) and Fayetteville State University (hereinafter referred to as University);

WITNESSETH

THAT WHEREAS, the University is a public comprehensive regional university that promotes the educational, social, cultural, and economic transformation of southeastern North Carolina and is one of the largest land owners on the southern Murchison Road Corridor and has over the years taken the lead in economic transformation initiatives; and

WHEREAS, the City and the University cooperated in 2012 on the clean-up of the Washington Drive Jr. High School property which is now owned by the University; and

WHEREAS, the City has a vested interest in the Murchison Road Corridor and has identified the former Washington Drive Jr. High School and the surrounding area as a catalyst site in the CITY OF FAYETTEVILLE LAND USE AND ECONOMIC DEVELOPMENT PLAN: MURCHISON ROAD CORRIDOR FINAL REPORT May 30, 2008 (version 5); and

WHEREAS, the City has identified \$5 million in funding from a General Obligation Bond for the construction of a senior center to replace the one currently located on Blue St.; and

WHEREAS, the University has identified \$5.9 million in resources for the development of a wellness center; and

WHEREAS, the City and University want to explore potential benefits of the joint development of these facilities; and

WHEREAS, the City and University each have significant property ownership in the proposed area of study; and

WHEREAS, the City is planning to develop a other compatible athletic facilities within close proximity of the area of study; and

WHEREAS, the University has a need to develop additional athletic facilities in close proximity to its campus; and

WHEREAS, the City has an existing contract with HH Architecture for the design of a senior center in western Fayetteville.

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

A. CITY OF FAYETTEVILLE:

The City agrees to the following:

1. To execute an amendment to its existing contract with HH Architecture to add the scope of work attached as Exhibit A to study the potential of joint development of the City’s Senior Center East and the University’s Wellness facility within the Study Area as depicted in Exhibit B.

2. To manage the contract with HH Architecture and satisfy invoices for work performed in completion of the agreed scope of work.
3. To support HH Architecture in the completion of their work and to ensure that the University benefits from that work to the same degree as the City.

B. FAYETTEVILLE STATE UNIVERSITY:

The University agrees to the following:

1. To participate in planning discussions and work sessions related to the potential development of the Study Area.
2. To reimburse the City for 50% of any invoices and expenses paid in pursuing the completion of the agreed scope of work up to a maximum contribution of \$25,000.

C. GENERAL TERMS:

1. **Liaisons:** Both parties will have a primary point of contact (“University Liaison” and “City Liaison”) on behalf of their respective entities. The Liaisons will be responsible for coordinating interaction between the two entities as the project progresses.
2. **Termination:** This Memorandum of Understanding may be terminated by either party giving the other thirty (30) days advanced written notice of such intent. (Such termination for convenience shall not affect the payment obligations for work completed prior to the notice of termination.) Neither party shall enter into or otherwise create new obligations relative to this Memorandum of Understanding following receipt of such notice, without the written consent of the other party.
3. **Effective Date:** This agreement is effective as of the date of signature by all authorized representatives indicated below and the terms and conditions shall continue for two years thereafter. This agreement may be extended or amended to allow for related cooperative efforts by mutual agreement of the parties.
4. **Notices:** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

Fayetteville State University Office of the Chancellor 1200 Murchison Road Fayetteville, NC 28301	City of Fayetteville Office of the City Manager 433 Hay Street Fayetteville, NC 28301
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Notices shall be effective upon receipt regardless of the form used.

5. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the

subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

6. **Amendment.** This Agreement may be amended or revised only in writing and signed by all parties.
7. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
8. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of North Carolina.

IN WITNESS THEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first above written.

Attest:

CITY OF FAYETTEVILLE:

PAMELA MEGILL, City Clerk

DOUGLAS J. HEWETT, ICMA-CM
City Manager

Dated

FAYETTEVILLE STATE UNIVERSITY:

[Name]
[Title]

Dated

HH ARCHITECTURE

Exhibit A - Scope of Work

November 3, 2017

Kristoff Bauer, ICA-CM
Deputy City Manager
433 Hay St.

Fayetteville, NC 28301

RE: Fayetteville Senior Center West – **Amendment #1**
HH Project number: 17-019

Dear Mr. Bauer,

HH Architecture is pleased to present this Amendment #1 proposal for the Fayetteville Senior Center West project for the City of Fayetteville.

1. Scope

The City, in partnership with Fayetteville State University, would like for the design team to provide site analysis and master planning services for an approx. 50,000 sf wellness center to be located on a 15 acre site at the corner of Filter Plant Drive and Murchison Road. The site would also extend to Little Cross Creek and Washington Drive near downtown Fayetteville. We understand that the funding for the \$10.5M project budget will split between FSU and bond money.

The Owners are to provide a survey with meets and bounds and one foot contour intervals with surrounding use and zoning, boundary, easements, stream buffers, stream and buffer setbacks, above and below ground utilities, lights, signs, existing trees, and other features.

Design includes:

- Site Investigation/ Site Analysis
 - Includes review of local City of Fayetteville Unified Development Ordinance, state and federal codes and requirements to identify issues relative to the development of this project site.
 - Includes analysis of existing site conditions based on available GIS mapping content.
 - Includes compilation of information for development of base mapping that will include parcel data, contours, floodplain limits, water and sanitary sewer utilities and other information that be available via GIS sources for the subject property.
 - Includes site visit for visual assessment.
 - Review site in terms of its appropriateness for a future facility of the proposed size and composition to accommodate programs and services for a target population of diverse ages and abilities.
 - This evaluation will include universal design features and issues such as vehicular traffic patterns, site visibility and access, building and parking orientation & fit, accessibility and ease of navigation, etc.
 - We will prepare a written report of our observations and evaluation

- Development of concept study for wellness center facility
 - Includes concept study to fit an approx. 50,000 sf wellness center facility on the site.
 - Includes one (1) meeting with the Owners to determine the programming needs and size of the building
 - Includes (2) preliminary schematic level concept plans for review with the Owners.
- Development of concept study for optional amenities
 - Includes up to two (2) additional concept studies to locate additional, possible site amenities onto the site, including pedestrian circulation and community connectivity as well as stormwater element(s).
 - Includes (2) preliminary schematic level concept plans for review with the Owners.
- Final Narrative
 - Includes narrative document to address Site Analysis, Design Options, Senior-Appropriate Features and Final Design per scope listed.
- Final High Quality Schematic/ Master Plan Rendering
 - Includes (1) high quality level rendering to be provided to the Owners for use as a site plan graphic.

2. Consultants

For Site, Civil, Environmental, and Landscape Architecture, we propose:

Surface 678, PA
 215 Morris Street, Suite 150
 Durham, NC 27701
 Contact: Eric Davis, RLA
 Phone: 919-419-1199

For Senior Center consulting, we propose:

Lifespan Design Studio
 11 South Broadway, Suite 301
 Lebanon, OH 45036
 Contact: Doug Gallow, AIA, NCARB
 Phone: 513-228-1196

3. Fee

For the above Scope of work, we propose a lump sum fee of **Fifty-Five Thousand Eight Hundred Dollars (\$55,800).**

Reimbursables

HH Architecture's reimbursables, along with consultants' reimbursables, will be billed at direct cost and include the following:

- Printing costs
- Mileage
- Shipping costs
- Permit application fees
- Miscellaneous smaller reimbursables

4. Schedule

Site Investigation and Analysis	6 weeks
Development of Concept Studies	6 weeks
Owner Review and Comments	2 weeks
Final Study and Renderings	3 weeks
Final Presentation to Owner	1 week

5. Exclusions

- Increase or change of scope detailed above
- Meetings with the Owners in excess of four (4)
- Public Input Meetings
- Design services beyond those described above
- Permitting
- Bidding
- Construction administration
- Project closeout and/or record drawings
- 3D Building Renderings
- Building architectural design – will use Senior Center West footprint
- Site Plan Submittal, Approval, and Permitting
- Permit fees, development fees, site plan approval fees, nitrogen buy down credits or other fees by governing agencies are not provided
- Survey
- MEP Design
- Hazardous materials sampling, testing, and design
- Additional design meetings beyond those included above
- Variance and rezoning process work
- Environmental services such as 404/401 permit requirements for the CORPS and NC Division of Water Quality (DWQ) Section, identification of rare or special animals and vegetation, archeological explorations, Phase I or Phase II Environmental Reports or Site Assessments, or Environmental Impact Statements
- Site Signage
- Site lighting
- Permitting or construction services of high voltage, chilled water, steam, hot water, fiber optic, gas, electric utilities, telephone and telecom facilities
- Civil engineering design services such as public roadway design, domestic water pressure testing, water systems analysis, grease traps, booster pumps, lift stations, video inspections of sewer lines, force mains, water and sewer for beyond services needed for this project
- Traffic design services such impact studies, signal modifications, public roadway design or lane widening is not included
- Off-site roadway work except as otherwise noted within
- Geothermal HVAC systems design
- LEED services
- Subsurface utility locating services and subsurface utility engineering (SUE) services
- Right-of-way negotiations/ acquisition
- Solar thermal systems design
- All other services not listed above

Please let me know if you need additional information. Thank you very much for this opportunity. We are excited to begin this project!

Sincerely,

A handwritten signature in black ink that reads "Kristen M. Hess" followed by a period. The signature is written in a cursive, flowing style.

Kristen M. Hess, AIA, LEED AP
Principal

Exhibit B – Study Area

The study area will include the area outlined in white below. The study may expand the analysis slightly to areas owned by the parties adjacent to this highlighted area.

