

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE AND THE  
BUNCOMBE COUNTY BOARD OF EDUCATION FOR THE MAINTENANCE AND  
OPERATION OF THE ZEUGNER CENTER**

THIS INTERLOCAL AGREEMENT is made and entered into this 7<sup>th</sup> day of May, 2015, by and between the County of Buncombe, North Carolina (the "County") and the Buncombe County Board of Education (the "School Board").

W I T N E S S E T H

WHEREAS, in 2008 the County conveyed to the School Board approximately 11.87 acre tract of land located at 82 Springside Road, Asheville, Buncombe County, North Carolina, 28803, adjacent to T.C. Roberson High School (hereinafter referred to as the "Property");

WHEREAS, there currently exists on the Property an indoor swimming facility, otherwise known as the Zeugner Center (hereinafter "the Center"), which is insured, operated and maintained by the County pursuant to an agreement and deed dated January 22, 2008 between the County and School Board (the "January 2008 Agreement");

WHEREAS, the County now desires for the School Board to operate and maintain the Center and the School Board is willing to accept such responsibility; and

WHEREAS, N.C.G.S. §160A-461 allows units of local government to enter into agreements to execute such an undertaking.

NOW THEREFORE, the parties hereto, for and in consideration of the promises and covenants contained herein agree to enter into the Interlocal Agreement for the operation of the Zeugner Center and agree as follows:

1. The School Board shall assume the complete operation and maintenance of the Center once this Agreement is approved by both Parties and will maintain such operation and maintenance until June 30, 2017. During the term of this Memorandum of Agreement, the School Board will maintain appropriate property insurance on the Center.
2. The School Board shall not be required to keep the Center open for the use of the general public. The County agrees and acknowledges that the School Board may retain a private agency to assist with the operation and management of the pool.
3. The County shall provide to the School Board up to \$38,000 for immediate repairs to the Center, including repairs to the Center's roof and the replacement of the pool filter system. The County shall also appropriate to the School Board the funds necessary for the operation and maintenance of the Center in an amount not to exceed \$150,000 per each fiscal year of this Agreement.

4. The School Board shall submit to the County regular invoices for the costs incurred by the School Board in the regular operation and maintenance of the Center; the County shall reimburse the School Board such amounts subject to the annual threshold amount set forth in paragraph 3.
5. Unless otherwise agreed upon by the Parties, the County shall not be responsible for providing its own personnel to operate or manage the Center or to make necessary repairs on the Center.
6. Unless stated herein, this Agreement does not release any other duty or obligation of the County or School Board as set forth in the January 2008 Agreement.
7. The County shall allow the School Board to use all of its personal property located at the Center.
8. The County shall not be responsible for any injury or damage to persons or property occurring at the Center or on the Property. The Parties agree to execute and enter into a release of the covenants contained in the January 2008 Agreement requiring the County to insure and maintain a new pool facility after construction of the new pool facility is complete.
9. This Agreement may only be modified by the written consent of the Parties.
10. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the day and year written below.

**BUNCOMBE COUNTY BOARD OF EDUCATION**

By: Ann Franklin  
Ann Franklin, Chair

5/7/15  
Date

Attest:

By: Tony Baldwin  
Dr. Tony Baldwin, Superintendent and  
Ex-Officio Secretary

5/7/15  
Date

**COUNTY OF BUNCOMBE**

By: \_\_\_\_\_  
David Gant, Chair

\_\_\_\_\_  
Date

Attest:

By: \_\_\_\_\_  
Kathy Hughes, Clerk to the Board

\_\_\_\_\_  
Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Tim Flora, Interim Finance Director