

**INTERLOCAL AGREEMENT REGARDING THE FUNDING OF EARLY
CHILDHOOD EXPENSES TO BENEFIT THE CHILDEN AND FAMILIES OF THE
COUNTY OF BUNCOMBE**

THIS AGREEMENT, made and entered into this _____ day of _____ 2021, by and between the **County of Buncombe** ("County"), a body politic and corporate of the State of North Carolina; and the **Buncombe County Board of Education** ("Buncombe School Board"), a body politic and corporate of the State of North Carolina having general control and supervision of all matters pertaining to the Buncombe County Schools; collectively referred to hereinafter, as "the Parties".

WITNESSETH:

WHEREAS, N.C.G.S. §160A-460 et seq. authorizes units of local government to enter into agreements between them for the joint exercise of their powers;

WHEREAS, the Parties have agreed to work together to provide early childhood services to qualifying families residing within the County of Buncombe; and

WHEREAS, the Buncombe County's Early Childhood Education and Development Committee has provided early childcare and education project funding recommendations to the Buncombe County Board of Commissioners for Fiscal Year 2022, which include \$100,000 for the installation of a pre-k facility on the site of Avery's Creek Elementary School (ACES) (hereinafter the ACES Project); and

WHEREAS, to complete the ACES Project for the 2021-2022 school year, the County should approve the ACES Project in May of this Fiscal Year 2021 rather than Fiscal Year 2022, when it will consider the other funding recommendations of the Early Childhood Education and Development Committee; and

WHEREAS, the Parties have agreed to a procedure to fund the ACES Project as set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Applicability.** This Agreement shall govern the procedure for County funding of the ACES Project.
2. **Funding Responsibilities.**
 - a) The County will pay up to \$100,000 for installation expenses (which may include but not be limited to: site prep, power hookup, concrete, ramps, fencing, playground, and/or inspections) within thirty (30) days of the receipt of an invoice approved by the County's Budget and Finance Departments.

- b) The Buncombe School Board is responsible for procuring the modular classroom facility and working with Community Action Opportunities, which will operate a Head Start classroom in the same and assume the responsibilities of an associated equipment, furnishings, playgrounds and licenses.

3. **Funding Procedure.** All ACES Project appropriations made by the County to the Buncombe School Board shall be made pursuant to existing law and shall be accounted for in the respective budgets of all parties hereto as either a restricted current expense appropriate or a restricted capital outlay appropriation by purpose and/or project. All such appropriations shall be approved through board action with appropriate documentation detailing the amount of each appropriation and the early childhood purpose and/or project for which the funds are restricted. Unless such funds are accounted for in their current fiscal year budgets, each affected board shall pass a corresponding budget amendment for each appropriation or group of appropriations.

4. **Credit for the Advancement of Funding.** In the event that the County determines that early childhood funds administratively reserved for a future fiscal year should be expended during the current fiscal year, the procedure established under Paragraph 2 above shall apply and such budget amendment should reflect that the funding is “an advance on funds administratively reserved for the subsequent fiscal year.”

5. **General Provisions.**

- a) **Integration & Amendment.** The Agreement is fully integrated and represents the entire understanding between the Parties. The Agreement may be modified or amended only by written instruments signed by the Parties. Unless explicitly stated in the Agreement, nothing contained in the Agreement is intended to create expressed or implied third-party beneficiaries as a matter of law including residents of the County. The Agreement shall be deemed to have been drafted by all the Parties and any ambiguities in the construction of the Agreement shall not be construed against any drafter.
- b) **Severability.** The Agreement is severable and if any provisions of the Agreement are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of the Agreement shall remain valid and enforceable.
- c) **Execution.** The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
- d) **Sovereign Immunity.** Notwithstanding any other term or provision in the Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental

immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Parties under applicable law.

- e) Acknowledgment. The undersigned represents and acknowledges that they have carefully read the entire Agreement, understand the Agreement and its consequences, and knowingly and voluntarily enter into the Agreement.

- f) Counterparts and Electronic / Facsimile Signatures. This Agreement may be signed by each party's respective duly authorized representative in one or more counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one single agreement between the Parties hereto. The Parties agree this Agreement may be electronically signed and executed via facsimile. An electronic or facsimile signature is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility. Once signed, any reproduction of this Agreement made by reliable means, such as photocopy or facsimile, is considered an original.

6. Authority to Execute. THIS INTERLOCAL AGREEMENT DOES NOT REQUIRE THE APPROPRIATION OF FUNDING BY ANY PARTY HERETO. THIS IS AN AGREEMENT TO FACILITATE, AND ACCOUNT FOR, FUNDING BY AND BETWEEN THE PARTIES ONLY.

By signing below, the respective Managers and Superintendents of Schools certify that they have the authority, or have been given the authority by their respective Boards, to execute any and all documents necessary to effectuate this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument to be effective as of the day and year written above.

COUNTY OF BUNCOMBE

Avril Pinder, County Manger

BUNCOMBE COUNTY BOARD OF EDUCATION

Dr. Tony Baldwin, Superintendent