

STATE OR NORTH CAROLINA

COUNTY OF CUMBERLAND

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 30 day
September, 2025, by and between the CITY OF FAYETTEVILLE,
hereinafter called "CITY" and the CUMBERLAND COUNTY BOARD OF EDUCATION,
hereinafter called "BOARD", both of the State of North Carolina;

WITNESSETH:

WHEREAS, the CITY is committed to providing an adequate program of
community recreation through its Parks and Recreation Department; and

WHEREAS, the BOARD is the governing body of the Cumberland County
Schools (CCS) and possesses recreation fields and other facilities appropriate for
recreation programs, and

WHEREAS, in the interest of providing the best service to the public with the
least possible expenditure of public funds, full cooperation by the CITY and the BOARD
is necessary.

NOW, THEREFORE, in consideration of these premises, the CITY and the
BOARD do now agree pursuant to N.C. Gen. Stat. §160A-461, 464, §115C-524, et seq
to enter into an Interlocal Agreement as follows:

1. PURPOSE:

(a) The BOARD will make available to the CITY for community recreation
activities all school areas and facilities located within their schools situated in
areas of Cumberland County served by CITY Parks and Recreation Department
so long as that use does not conflict with any agreement previously entered into
between the BOARD and COUNTY OF CUMBERLAND, or any interest by the
COUNTY OF CUMBERLAND.

(b) The CITY will make available to the BOARD for school events, activities

and/or programs, **CITY** recreation facilities which are suitable for such events, activities and/or programs.

(c) This Interlocal Agreement authorizes the **CITY** to undertake only recreation activities. The **CITY** shall not use school grounds or facilities for any program that competes with a program being offered by the school or Cumberland County at which the **CITY** provides recreation services.

2.

SCHEDULING AND USE:

(a) The **BOARD** and the **CITY** acknowledge that school properties and facilities are intended primarily for school purposes and for the benefit of children of school age. They agree, therefore, that, in planning programs and scheduling activities on school grounds and in school facilities, the recreational needs and opportunities of such children will be well considered and the programs and property adequately protected.

(b) The Director of the Fayetteville-Cumberland Parks and Recreation Department will recommend the areas and facilities requested by the **CITY**, and the Associate Superintendent for Auxiliary Services shall approve or disapprove the **CITY's** requests. A copy of the reservation for outside facilities will be provided to the school principal. The Director of the Fayetteville-Cumberland Parks and Recreation will work out in advance a schedule of dates for the use of the **BOARDS's** facilities requested by the **CITY** and will arrange that schedule so as to avoid conflict between school and recreation use. In scheduling of said facilities, school events and programs shall have first priority, **CITY** events and programs will have second priority, and other events by other groups or agencies shall have third priority.

(c) The Associate Superintendent for Auxiliary Services shall select the facilities requested by the **BOARD**, and those selections shall be subject to approval of the Director of the Fayetteville-Cumberland Parks and Recreation Department for the **CITY**. The Associate Superintendent for Auxiliary Services will work out in advance a schedule of dates for the use of the **CITY's** facilities requested by the **BOARD** and will arrange that schedule so as to avoid conflict

between CITY events and programs. In scheduling of said facilities, CITY events and programs will have first priority, BOARD programs will have second priority, and other events by other groups shall have third priority.

(d) The CITY and BOARD shall be responsible for security guards during recreation activities, if needed, in connection with the use of the premises by it. Each party shall be responsible for selecting sites appropriate for their recreational purposes which are in satisfactory and safe condition for those purposes.

3. TRANSFER, ASSIGNMENT, SUBLEASING:

(a) Neither party shall transfer, assign, or sublease its rights under this Agreement, nor grant any interest, privilege, or license whatsoever in connection with this Agreement.

(b) The CITY assures that CITY's use of approved spaces, interior or exterior, at designated schools is sponsored by the CITY.

(c) The BOARD assures that all use of approved spaces at designated CITY sites is sponsored by the BOARD.

4. PERSONNEL:

(a) The CITY agrees to provide adequate personnel to supervise the recreation activities that take place after school hours and during holiday and vacation periods at the selected areas and facilities. The CITY further agrees to pay the wages, at the applicable rate for the time used, of the supervisor and/or custodian designated or agreed upon by the principal when applicable. If school personnel are employed by the CITY, the CITY must pay the employee consistent with the Fair Labor Standards Act.

(b) The parties agree that the personnel employed by the CITY in its Parks and Recreation Department shall be under the supervision of the CITY and further, that the school principals shall be consulted in the planning and administering of a recreation program to be conducted by the CITY on or in the facilities which are normally under the jurisdiction of these principals as agents of

the **BOARD**. **CITY** remains solely responsible for the programs conducted under their auspices.

(c) This agreement shall be subject to the policies and rules of the **BOARD** as to the use of the gymnasiums, other school buildings, and school fields. The **CITY** acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school. The **CITY** shall conduct annual checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees or contracted personnel whose work requires or may result in direct interaction with CCS students, including but not limited to any employee or contracted worker whose job duties include: (1) delivering services directly to CCS students; or (2) performing tasks on or delivering products to CCS school property. No employee or contracted personnel of the **CITY** registered with the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, or the National Sex Offender Registry may have direct interaction with CCS students.

(d) No joint agency is established by this Agreement and the **BOARD** and the **CITY** remain solely responsible for their respective programs under this Agreement.

5.

FINANCING:

(a) It is further agreed that **CITY** will furnish and supply expended materials necessary for carrying on a community recreation program for all ages, in or on the facilities under its supervision. The **BOARD** will furnish and supply expendable materials necessary for carrying on school recreation activities for all ages, in or on the facilities under its supervision.

(b) The parties agree that in exchange for the **CITY**'s use of the **BOARD**'s facilities and areas, the **CITY** will reimburse the **BOARD** for its payment of any and all fees and permits as may be required by City Building Inspections, Fire Inspections, Police Department and Traffic Services. These reimbursements

shall apply only to fees and permits performed by the **CITY** on **BOARD** property located within corporate limits of the **CITY** and shall apply to services or inspections of **BOARD** property located outside the corporate limits, if such service or inspection was performed by the **CITY**.

(c) By the end of the **BOARD's** fiscal year, the **BOARD** shall submit a list of fees meeting this requirement to **CITY** for reimbursement. **CITY** shall make reimbursement within thirty (30) days of receipt of request or request additional information.

(d) The fee reimbursement shall only apply to **BOARD** property located within the corporate limits of Fayetteville or **BOARD** property in County, if fees were charged by the **CITY**, and shall apply to **BOARD** projects performed by the **BOARD's** personnel or contractors.

6. IMPROVEMENTS AND MAINTENANCE:

(a) It is further agreed that the **CITY** may install sprinkler systems, turf, lighting, play equipment, fencing and additional equipment for recreation, not in conflict with school use, on areas selected by the Director of Parks and Recreation or his designee subject to the written approval by the Associate Superintendent for Auxiliary Services. Any installations of equipment or construction for community recreation purposes on the premises belonging to the **BOARD** shall then be at the **CITY's** cost, or proportionally shared by the **CITY** and the **BOARD**, as the parties agree, and subject to the availability of sufficient budget allocations for that purpose.

(b) It is further agreed that plans and/or specifications for the placement of any equipment and/or permanent improvements upon the premises belonging to the **BOARD**, including the type, design, and construction of such improvements, shall be approved by Associate Superintendent for Auxiliary Services prior to any installation.

(c) It is further agreed that the cost of maintaining these improved areas shall be borne proportionally by the **CITY** and the **BOARD** as determined by the relative use of said areas, and further that the **CITY** and the **BOARD** agree to

maintain such areas in good condition during the period of their respective responsibility.

7.

OWNERSHIP OF PROPERTY:

(a) It is further agreed that any permanent improvement or equipment installed or erected on **BOARD** premises by the **CITY** shall remain the property of the **CITY** and may be removed if use of area is terminated, provided such improvement can be removed without injury or damage to the property of the **BOARD**. In the event that any or all of the property belonging to the **BOARD** with **CITY's** improvements shall be required for exclusive use by the **BOARD**, or where it would not be practical to remove such improvements, the **CITY** shall be reimbursed for the actual cost of installation of any permanent improvements, less depreciation thereon to be agreed upon by the **CITY** and the **BOARD**. A depreciation schedule shall be required and agreed upon for each improvement prior to installation of the improvement.

(b) The real property of the **BOARD** and of the **CITY** utilized for the purposes of this Agreement shall be and remain the property of the respective owners during the term of this Agreement.

8.

MAINTENANCE:

The **CITY** assumes full responsibility for any and all damage, injury, or breakage to any buildings, windows, fences, fields or other property owned by the **BOARD** and located on the aforesaid premises as a result of the **CITY's** use. The **CITY** shall also be responsible for keeping said premises belonging to the **BOARD** free and clear of trash or litter brought or left on premises during **CITY's** use.

The **BOARD** assumes full responsibility for any and all damage, injury, or breakage to any buildings, windows, fences, fields or other property owned by the **CITY** and located on the aforesaid premises as a result of the **BOARD's** use. The **BOARD** shall be responsible for keeping said premises belonging to the **CITY** free and clear of trash or litter during **BOARD's** use.

9.

INDEMNIFICATION:

The CITY assumes all risk of injury, loss, damage or death to any person or property arising out of or incurred in connection with its use of the premises belonging to the **BOARD** for city-sponsored events and programs and hereby agrees to indemnify, to the extent allowed by law, the **BOARD** absolutely and in full against any loss, claim, demand, liability, damage, judgment, or expense sustained by the **BOARD** as a result thereof; and in this connection, the **CITY** agrees, at its expense, to:

(a) Maintain in full force during the leased term, a policy or policies of comprehensive liability insurance written by one or more responsible insurance company licensed to do business in this state, which insures the **CITY** and the **BOARD** against liability for injuries to persons or property and death of any person occurring in or about the premises belonging to the **BOARD**, up to \$1,000,000 (one million dollars) per occurrence and \$3,000,000 (three million dollars) aggregate; or

(b) Maintain a program of self-insurance or self-insured retention for public liability for injury or death (including sex abuse) in lieu of purchasing coverage up to \$2,000,000 (two million dollars) per occurrence and \$4,000,000 (four million dollars) aggregate which will be used to indemnify the **BOARD**.

The parties acknowledge and agree that no liability shall attach to the Board by reason of this Agreement or the use of the Board's property as permitted herein pursuant to the statutory immunity provided under N.C.G.S. 115C-524.

It is understood that the rights, privileges, obligations, and liabilities conveyed to the **BOARD** and the **CITY** by this Agreement are nontransferable and cannot be conveyed in part or totally to a third party. The **CITY** is prohibited from subleasing under this agreement and is responsible for all obligations and liabilities assumed pursuant to this contract for any group using the **BOARD's** facilities or grounds under this agreement.

It is not the intent of either party by entering this Agreement to waive any immunity or defense available at common law or by statute, but this agreement does serve to indemnify either party to this contract.

10. **DURATION:**

This Agreement shall begin on **July 1, 2025**, and shall end on **June 30, 2028**, unless sooner terminated consistent with the provisions of this Agreement. This Agreement shall automatically renew for successive one year terms unless notice of the intention not to renew the agreement is given at least six (6) months in advance of the expiration of the term.

11. **AMENDMENT:**

This Agreement may be amended at any time by written consent of both parties.

12. **DEFAULT**

In the event of the violation of any provisions of this agreement by either party, either party reserves the right to terminate the agreement upon thirty (30) days written notice to the other party.

13. **TERMINATION:**

It is further understood and agreed that either party to this Agreement may terminate this Agreement upon giving in writing to the other party six (6) months' notice of its intention to terminate same. Any notice required under this agreement, unless otherwise indicated, shall be sent to:

ATTN: Superintendent
Cumberland County Schools
P. O. Box 2357
Fayetteville, NC 28302

And

ATTN: City Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

by U.S. Mail or by facsimile addressed to the parties above.

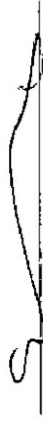
14. MISCELLANEOUS:

It is further agreed that this Agreement supersedes and nullifies any previous agreements between the **BOARD** and the **CITY** for use of facilities by the Parks and Recreation Department under the control of the **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

ATTEST:

CUMBERLAND COUNTY BOARD
OF EDUCATION


Dr. Eric Bracy, Superintendent,
Cumberland County Schools and
Secretary to the Cumberland
County Board of Education


Ms. Deanna Jones, Chairwoman
Cumberland County Board of Education

ATTEST:

CITY OF FAYETTEVILLE

Ms. Jennifer Ayre,
City Clerk

Hon. Mitch Colvin
Mayor