

STATE OF NORTH CAROLINA
COUNTIES OF GUILFORD AND FORSYTH

GUILFORD COUNTY
CONTRACT NO. 31500-12/95-177
AMENDMENT NO. 1

Number 1 originally on the 1st January, 1996 THIS AMENDMENT TO CONTRACT, made and entered into this 23rd day of April, 2007; by and between GUILFORD COUNTY, hereinafter referred to as "GUILFORD" and FORSYTH COUNTY, hereinafter referred to as "FORSYTH" pursuant to N.C. Gen. Stat. 160A-460 et seq., and other applicable laws for the operation of Triad Park. *mmw* *MSM*

WHEREAS, GUILFORD and FORSYTH have shared in the expenses of Triad Park since 1995 and wish to continue this relationship in the future; and

WHEREAS, GUILFORD and FORSYTH wish to clarify certain budgetary reporting procedures to be followed henceforth.

NOW THEREFORE, it is agreed as follows:

- 1) FORSYTH shall invoice GUILFORD for GUILFORD'S portion of the operating and capital expenses at Triad Park each quarter and shall provide adequate supporting (back-up) information for these billings;
- 2) FORSYTH shall estimate the fourth quarter expenses and send such estimate to GUILFORD no later than the first day of June each year;
- 3) FORSYTH shall estimate the operating and maintenance costs and the operating revenues for the upcoming fiscal year and send such estimate to GUILFORD no later than the last day of February of the current fiscal year; and,
- 4) FORSYTH shall estimate the capital equipment and capital improvement expenses at Triad Park for the upcoming fiscal year and send such estimate to GUILFORD no later than the last day of February of the current fiscal year.

The above requested estimates will represent good faith estimates of anticipated expenses and costs, however the amounts to actually be equally divided and paid by the parties will be * *mmw*

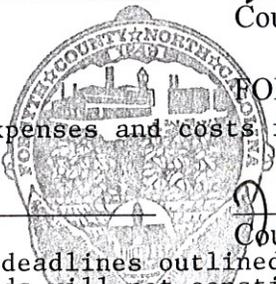
IN WITNESS WHEREOF, the parties have caused this AMENDMENT TO CONTRACT to be executed as of the day and year first above written. 28th day of June, 2007. *MSM*

ATTEST:
Efthenia D. Vachinichas
Clerk to Board

GUILFORD COUNTY
W.A. May
County Manager

ATTEST:
James
Clerk to Board

FORSYTH COUNTY
J. Dudley
County Manager



mmw
MSM
reasonable effort to meet the deadlines outlined in this Amendment, however, its failure to meet the designated time periods will not constitute a violation of the agreement. Guilford and Forsyth will continue to equally divide the actual expenses and costs associated with Triad Park as provided in the original agreement. All other terms and conditions as set forth in the original agreement document shall remain in full force and effect for the duration of this agreement and are incorporated herein by reference as if fully set forth herein.

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

[Signature]
Guilford County Finance Director

APPROVED AS TO CONTENT:

Roz W. Bardsley
Guilford County Community and Economic Development Representative

APPROVED AS TO FORM & LEGALITY:

Sharon M. Gentry 4/24/07
Guilford County Attorney

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature] 8/23/08
Guilford County Attorney

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

[Signature] mdu
Forsyth County Finance Director

APPROVED AS TO CONTENT:

[Signature] mdu
Forsyth County Parks and Recreation Representative

APPROVED AS TO FORM & LEGALITY:

David J. Hart 6-26-07
Forsyth County Attorney

**RESOLUTION RATIFYING AN AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
FORSYTH COUNTY AND GUILFORD COUNTY TO CLARIFY
TRIAD PARK BUDGETARY REPORTING PROCEDURES
(PARKS AND RECREATION DEPARTMENT)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached amendment to an interlocal agreement between Forsyth County, on behalf of its Parks and Recreation Department, and Guilford County to clarify budgetary reporting procedures relating to Triad Park is hereby ratified as required by N.C.G.S. 160A-461, and the Chair or County Manager and the Clerk to the Board are hereby authorized to execute the Contract Amendment on behalf of Forsyth County, subject to pre-audit certificate thereon by the Forsyth County Chief Financial Officer, if applicable, and approval as to form and legality by the Forsyth County Attorney. The contract amendment is incorporated herein by reference. (Contract Control #1996-173-01)

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and Guilford County is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 25th day of June 2007.

ADOPTED

JUN 25 2007

**Forsyth County Board
of Commissioners**

STATE OF NORTH CAROLINA

AGREEMENT

COUNTIES OF GUILFORD AND FORSYTH

THIS AGREEMENT, made and entered into as of the first day of January, 1996 by and between Guilford County referred to as "Guilford" and Forsyth County referred to as "Forsyth" pursuant to N. C. Gen. Stat. 160/A-460 et seq., and other applicable laws.

WHEREAS, Forsyth and Guilford have been successful in acquiring 421 acres of land for Triad Park, a joint Forsyth/Guilford Regional Park; and

WHEREAS, Guilford and Forsyth have agreed to a Master Park Plan for Triad Park development;

WHEREAS, Forsyth and Guilford desire to continue to equally share expenses on Triad Park for the joint use and mutual benefit of the citizens of both counties, and further desire to reduce the terms of past agreements into one agreement.

NOW THEREFORE, it is agreed, in consideration of the mutual covenants promises and agreements contained herein, as follows:

- 1.) Park Name: The name of the park shall be "Triad Park"
- 2.) Ownership and Use: The land shall be owned jointly by both counties as tenants in common, with each party having an undivided one half interest in each tract acquired. All land purchases shall be approved by the Guilford and Forsyth County Boards.
 - a. Titles: Land for the park shall be acquired by fee simple title.
 - b. Additional Tracts: As opportunities develop, additional tracts shall be considered by the counties in the future for acquisition and these acquisition costs shall be shared equally.
 - c. Real Estate Costs: All direct real estate costs, commissions, options, legal and survey costs and appraisal fees shall be shared equally by both counties and one half of such costs advanced by one shall be reimbursed by the other.
- 3.) Park Operation and Maintenance: All operating and maintenance costs of undeveloped and developed areas of Triad Park shall be shared equally by both counties and one half of such costs advanced by one shall be reimbursed by the other.

Forsyth County Parks and Recreation Department shall operate and maintain the Triad Park and invoice Guilford County for one half of the actual costs, including the following:

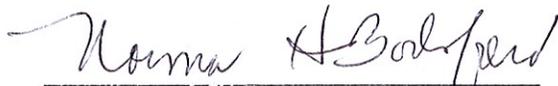
- a. Maintenance of Grounds: All daily maintenance of the park shall be performed by employees of the Forsyth County Department of Parks and Recreation who shall hire sufficient personnel to maintain the property.

- b. Maintenance of Buildings: Daily maintenance on all rental houses located on park property shall be performed by the respective lessees or Forsyth County Department of Parks and Recreation as provided for in the individual lease agreements for each structure.
 - c. Revenues: All revenues from the operation of the park property shall be shared equally by Forsyth and Guilford. Revenues shall be collected, when due, by Forsyth and applied to the cost of maintaining park property.
 - d. Direct Costs: All direct maintenance costs shall be reasonably documented and shared equally by both counties.
 - e. Insurance: Costs of liability and other insurance will be shared equally by both counties, unless otherwise provided administratively pursuant to paragraph 3)g.
 - f. Budget: An annual operating budget shall be prepared by the Guilford and Forsyth County Managers or their designees for the maintenance of the park and approved by both Boards of Commissioners.
 - g. Indirect Costs and Other Matters: Indirect project costs such as staff time shall be shared equally in a manner mutually agreed to by letter between the Guilford and Forsyth County Managers or their designees. Other administrative matters, including the designation of Guilford or Forsyth personnel to be responsible for and handle administrative functions, and reconciliation of cost issues may be handled in like manner.
- 4.) Park Development: Triad Park shall be developed in accordance with the Master Park Plan, as it may be amended from time to time by agreement.
- a. Budget: Each year a park development budget shall be submitted to each Board of County Commissioners in Forsyth and Guilford Counties. The budget shall list improvements to be made. The adoption of the development and/or capital improvements budget by each county shall be the appropriation for the work to be completed in the designated program year.
 - b. Contracts: Forsyth County shall contract with engineers, consultants, contractors and other parties as necessary to complete park development work. Those contracts required by state law to be approved by a County Board, shall be approved by the Forsyth County Board; those contracts not requiring Board approval by state law, shall be approved in accordance with Forsyth County Fiscal Policy. These costs shall be shared equally by both Counties as other costs and expenses are so shared.
- 5.) Regulations: Appropriate regulations shall be adopted by the counties as the need arises in operating Triad Park.
- 6.) General Provisions:
- a. Relationship of Parties: Guilford and Forsyth shall not have the power to bind or obligate the other party except as provided herein.
 - b. Assignments: This agreement is not assignable by either party without the written consent of the other.

- c. Notices: All notices provided for in this agreement shall be in writing, addressed to the respective County Managers.
 - d. Governing Law: This agreement shall be construed under the provisions of the law of the State of North Carolina.
 - e. Good Faith: The parties mutually agree to deal in good faith one with the other in all respects in performing their duties under this Agreement.
- 7.) Entire Agreement: This agreement contains the entire agreement between the parties and amendments, if any shall be in writing and signed by both parties.
- a. Duration: This agreement will continue on a year to year basis, except as properly amended or unless terminated in a manner set forth below.
 - b. Termination: This agreement shall be subject to annual review and may be terminated at the end of the fiscal year upon sixty days advance written notice by one to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year above written. This document supersedes the Interlocal Agreement dated 15 April, 1991, and Triad Park Maintenance Agreement, dated 22 April, 1992.

ATTEST


 Clerk to the Board (County Seal)

GUILFORD COUNTY

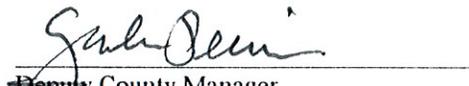

 Deputy County Manager

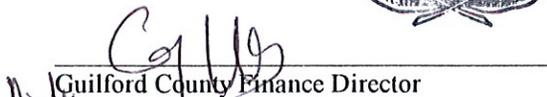
ATTEST


 Clerk to the Board (County Seal)

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

FORSYTH COUNTY


 Deputy County Manager


 Guilford County Finance Director

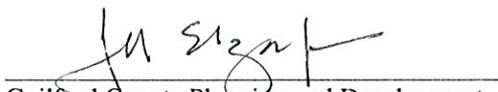

 Forsyth County Finance Director

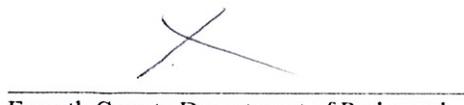
APPROVED AS TO LEGAL SUFFICIENCY


 Guilford County Attorney

 1-17-96
 Forsyth County Attorney

APPROVED AS TO CONTENT


 Guilford County Planning and Development


 Forsyth County Department of Parks and Recreation

APPROVED AS TO
 FORM AND LEGALITY

 County Attorney