

This Agreement, including any and all addenda attached hereto (**Agreement**), is by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "**County**," and, **CITY OF BURLINGTON**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "**City**" and also collectively referred to as the "**Parties**", for the regulation and operation of **GUILFORD MACKINTOSH PARK**, hereinafter referred to as the "**Park**".

WITNESSETH:

WHEREAS, the **County** and the **City** entered into an Interlocal Agreement for Regulation and Operation of Guilford Mackintosh Park on the 19th day of November in 1992, which is set to expire of June 30, 2017, entered into an additional Interlocal Agreement on the 19th day of June, 1997, which is also set to expire on June 30, 2017; and

WHEREAS, the parties desire that the **City** maintain and operate the Park to the mutual benefit of all citizens of the **City** and **County** on an equal basis during the term of this Agreement and any subsequent extended term thereof, pursuant to NCGS 160A-355, NCGS 160A-460 et seq., and other applicable law, pursuant to the related agreement between these parties dated 19 November, 1992 and 19 June, 1997 which is incorporated herein.

WHEREAS, the **County** wishes to continue the operation of Guilford Mackintosh Park with contracted management services provided by the **City**, under the agreed terms contained within this **Agreement**, for an additional ten (10) years; and

NOW, THEREFORE, it is agreed, in consideration of the following mutual promises, covenants, and conditions as follows:

Section 1 The Land Agreement

- (a) Term. This Land Agreement shall be effective as of July 1, 2017 and will expire June 30, 2027 unless terminated or extended as provided herein. This Agreement may be renewed for an additional ten (10) years at the end of each subsequent term. The **County** and **City** will discuss prior to June 30, 2027, and each subsequent expiration date, whether the **County** and/or **City** desire to continue a contractual relationship for use of the Park, and upon what terms. This Agreement is terminable by either party upon six (6) months written notice to the other party.
- (b) Property. The Park will consist of property owned by the **County** and the **City**, consisting of the following tracts and shown on **Exhibit A**:
 - (1) 1349 NC Highway 61 N (Parcel ID: 0106868)
 - (2) 1341 R1 NC 61 South (Parcel ID: 0106866)
 - (3) 1361 NC Highway 61 S (Parcel ID: 0106867)
 - (4) 1312 1330 NC Highway 61 N (Parcel ID: 0106228)
- (c) Name. The name of the park is Guilford Mackintosh Park. No signs are permitted without the prior approval of the **County**. The entrance sign shall acknowledge the **City's** participation.
- (d) Access. Without prior notification, the **County**, the **City** or their representatives shall at all times have access to the Park for purposes of inspection and protection of the property.

- (e) Park Regulations.
- (1) The Guilford County Parks & Open Space Rules and Regulations, dated June 2014, a copy of which is attached hereto as **Exhibit B** and incorporated herein, shall govern use, occupancy and conduct on the land in the Park to the full extent allowed by law. The **County** will notify the **City** of any changes to these regulations.
 - (2) The regulation on water-related park activities shall be controlled by the **City** in accordance with regulations adopted by the **City** and approved by the North Carolina State Division of Environmental Health to the extent allowed, and in accordance with other applicable rules and laws. The **City** shall furnish a copy of these water-related regulations, and notify the **County** of changes thereto.
 - (3) To the full extent allowed by law, the **County** shall enforce its Park Regulations on the land portions of the Park and the **City** shall enforce its water-related regulations on the water portion of the Park.
 - (4) Fees for Marina Services at the Park will be established by the **City** and become property of the **County**.
- (f) House Rental. The House, located on Guilford County's tract (Parcel Number: 0106868) at the Park, will come under control of the **County**. The **City** will furnish the **County** with a copy of the current Lease, if one exists, and the **County** will, on the Expiration Date of that Lease or on the first day of this Agreement if one does not exist, enter into a new **County** Lease with the House's occupant.

Section 2 **City Responsibilities**

The **City** shall provide the **County** with park management, maintenance, and operation services customarily provided for in such instances and shall do and perform any and all services reasonably necessary for the pleasure, comfort service and convenience of the citizens of the **City** and **County** who use the Park. The **County** shall approve all policies, fees, rules, regulations and operational guidelines to be implemented by the **City** in the operation and management of the Park, unless specifically otherwise provided for in this Agreement.

- (a) Repairs and Maintenance. The **City** shall perform such routine repairs and maintenance at the Park as shall be required to keep all facilities currently located on or hereafter constructed at the Park in safe operating condition and available to citizens during reasonable hours of operation agreed upon by the **City** and **County** and as seasonably appropriate. The **City** may, in addition to employees employed on a full-time or part-time basis at the Park, use maintenance employees regularly employed as a portion of the central staff of the **City**, but only after receiving prior permission from the **County**, with the reasonable charges for the time those employees spend at work on the Park being charged to the **County** as an expense of the Park. The **City** may, in addition to equipment owned by the **County** and regularly employed in the maintenance of the Park, use equipment owned by the **City**, with prior approval by the **County**, with reasonable charges for the use of that equipment being charged to the **County** as an expense of the Park.
- (b) Capital Improvements and Replacement. The **County** shall approve and provide payment for any and all Capital Improvements and Replacement that occur at the Park. The **City** will shall make recommendations concerning capital improvements and replacements at the Park and

provide estimates, quotes or bidden-quotes to the **County**. All improvements or replacements paid for by the **County** shall be the property of the **County**, but in the unlikely event of termination of this agreement prior to the end of the Term noted above, the **City** shall pay the **County** the unamortized cost of improvements located on **City** owned land which were paid for by the **County**.

- (c) Supplies. The **City** will purchase such supplies and other expendable items that are necessary to operate the Park.
- (d) Operations. The **City** shall operate the Park, including all operations currently in use at the Park, and such other recreational facilities as thereafter agreed by the **County** and **City** to be developed at the Park, during reasonable hours of operation and as seasonably appropriate. The **City** recognizes that the Park has been developed with the proceeds of tax-exempt bonds issued by the **County** and, in order to prevent the interest becoming subject to federal income tax, the **City** will comply with the provisions of Revenue Procedure 93-19 and, in addition, will advise the **County** of all proposed contracts which grant any party (any person, corporation, partnership, charity or other entity other than a governmental entity) a preferential right to use the property, regardless of the length of time of such contract.
- (e) Promotion. The **City** shall advertise the Park at such times and by use of such media as shall be required to disseminate information about the availability of the Park and its facilities. The **City** shall not discriminate between facilities available at the Park or elsewhere in the **City**'s parks and recreation system. The **City** is to keep the **County** apprised of all activities at the Park and there shall be a web link between the **County** Park's website and that of the **City** and from the **City** Park's website to that of the **County**.
- (f) Security. The **City** shall provide Security at the Park at all times.
- (g) Annual Budget. The **City** shall compile a budget for the operation and maintenance of the Park and shall deliver that budget to the **County** by no later than the fifteenth (15th) day of March of each year. The budget will be approved by the **County** for the upcoming fiscal year. The **County**, as part of its review and compilation of its fiscal budget, shall have all rights to approve, change, or deny any and all parts, sections, or line items of the budget. The **City** may approve line item transfers within the budget categories but may not increase spending in any category without prior **County** approval.
- (h) Books and Records. The **City** shall cause to be maintained at its offices adequate books and records, kept in accordance with generally accepted accounting principles, in connection with its management and operation of the Park and the **County** shall have the right and privilege of immediate access for the purpose of examining and/or auditing such books and records at any time.
- (i) Financial Reports. The **City** shall submit to the **County**, at the end of each fiscal quarter and fiscal year, reports showing the results of the operations during the period with appropriate settlement in a form deemed acceptable by the **County**. The **City** shall report to the **County** Manager or his designee as soon as it is aware of any significant change with respect to the status of operation, any pending or threatened claims, any anticipated but extraordinary expense, or any other matters which may be deemed by reasonably prudent management to be of importance to the **County** in the operation of the Park.

- (j) Fees and Other Receipts. The **City** shall collect Fees at the Park that will be considered reasonable and established by the **City** in accordance with its Fees and Charges Policy governing the parks and recreational facilities owned and operated by the **City** and there will be charged at the same rate for citizens of the **City** and the **County**. The **City** shall use diligent efforts to collect all fees, receipts, income and other sums of money due or payable in connection with the use and enjoyment of the Park and record those collections within their Books and Records (see 2(h) above). The **City** shall deposit and manage all receipts as required by state law and shall be entitled to use said fees to defray expense of operation of the Park, and reduce the amount owed to the **City** from the **County** as reimbursement of the **City's** cost in operating the Park an amount equal to the fees collected.
- (k) Payment of Expenses and Distribution of Proceeds. The **City** shall be entitled to withdraw funds from the account maintained for the deposit of fees and pay its expenses incurred in the operation and maintenance of the Park as are herein provided. If the amount collected in Fees is not adequate to cover those costs, then the **City** will present to the **County** documentation to show the shortfall and the **County** shall pay to the **City** the amount by which such expenditures have exceeded the amount collected in fees at the end of each fiscal quarter. In the event the amount collected in fees is more than the **City** has expended in Park operations and maintenance, the amount over such expenses will become property of the **County**.

Section 3 Park Exposure

- (a) Insurance. The **County** shall maintain Property Insurance on the Park Facilities. The **City** shall maintain Insurance, at its sole expense, covering Lake Mackintosh and the **City's** facilities. **City** shall procure and maintain the following insurance coverages:
- Workers Compensation:** **City** agrees to maintain coverage to apply to all employees for statutory limited in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000 for each accident, \$1,000,000 for each employee, and with a \$1,000,000 aggregate policy limit.
 - Commercial General Liability:** The **City** does hereby agree to maintain minimum limits of \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.
 - Business Auto Policy:** **City** does hereby agree to maintain limits of \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, plus hired and non-owned vehicles.

GUILFORD COUNTY shall be named as an additional insured on **City's** Commercial and employer liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the **County**. **City** will also secure insurance from an A rated insurance company acceptable to the County.

Upon entering into this Agreement, **City** will provide Certificates of Insurance for meeting the required insurance provisions. **The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate."**

Original insurance policies or certified copies of policies may be required by the **County** (LESSOR) at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent thirty (30) days prior to any expiration date.

- (b) Indemnification. The **County** shall indemnify the **City** from and against all claims, losses and liabilities arising out of damage to property, or injury or death of persons (including the agents, subcontractors and employees of the parties hereto) occasioned by or in connection with the acts or omissions of the **County** or the **County's** agents, employees and subcontractors, and all costs in connection therewith. The **City** shall indemnify and hold harmless the **County** from all claims, losses and liabilities arising out of damage to property, or injury to or death of persons (including the agents, subcontractors and employees of the parties hereto) occasioned by or in connection with the acts or omissions of the **City** or the **City's** agents, employees and subcontractors, and all costs in connection therewith.

Section 4 **Compensation**

- (a) The **County** agrees to pay the **City** a sum of ten percent (10%) of the expenses incurred by the **City** in the operation and routine repair and maintenance of the Park which have been included in the annual budget approved by the **County** or are within unsubstantial deviations from the budget as determined by the **City** and **County** Managers at the end of each fiscal quarter. Capital expenditures and capital replacements are excluded from the 10% indirect cost calculation.

Section 5 **General Provisions**

- (a) Relationship of Parties. The **County** and the **City** shall not be construed as joint venture partners or general partners and neither shall have the power to bind and obligate the other party except as set forth in this agreement. The **City** will serve as the contracted service provider to the **County** for the management and operation of the **County's** Park and the **County** will serve as the Park's owner.
- (b) Assignment. The Agreement is not assignable by either party.
- (c) Benefits and Obligations. The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.
- (d) Notices. All notices provided for in the Agreement shall be in writing.
- (e) Governing Law. This agreement is governed by the law of the State of North Carolina.
- (f) Good Faith. The Parties mutually agree to deal in good faith with one another in all respects in performing their respective duties under this Agreement.

- (g) Entire Agreement. This Agreement contains the entire agreement between the Parties and cannot be modified except by an instrument in writing, signed by both Parties.

(The remainder of the page is intentionally left blank.
The Interlocal Agreement continues on the following Page.)

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Exhibit A

Additional Property Description, Map or Plat

Guilford County, NC



1	CITY OF BURLINGTON 1312 1330 NC HIGHWAY 61 N	3	CITY OF BURLINGTON 1361 NC HIGHWAY 61 S
2	CITY OF BURLINGTON 1341 R1 NC 61 SOUTH	4	GUILFORD COUNTY 1349 NC HIGHWAY 61 N

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 520 feet
 5/19/2017



Exhibit B

Guilford County Park & Open Space Rules and Regulations



Uniform Park & Open Space Rules and Regulations June 2014

SUMMARY

These rules and regulations apply to all parks, open space, trails and greenways. Specific properties may have additional restrictions or allowances which will be posted at the property as a supplement

GENERAL RULES

1. VEHICLES

No motorized vehicles other than registered passenger vehicles and motorcycles are allowed on park roadways. Mopeds, scooters, dirt bikes, go-carts, ATV's and other self-propelled vehicles are prohibited¹. Segways are permitted on greenways only. Permission must be requested in advance to operate Segways and golf carts. Motorized vehicles may only be driven on paved roadways and parked in designated areas. Operation of any motorized vehicles is prohibited on hike trail, bike trails, equestrian trails, exercise trails and any and all trail exclusively reserved for pedestrian traffic. Vehicles may not be parked on grass, greenways nor road shoulders. Note: Certain motorized vehicles may be permitted by park staff upon the park guest showing a valid medical necessity for the vehicle.

2. BICYCLES

Bicycles are allowed only on designated paths, trails and public roadways. All cyclists are encouraged to wear helmets. Cyclists must comply with all traffic laws when riding in public roadways.

3. ROLLER SKATES, ROLLERBLADES, SCOOTERS AND SKATEBOARDS

The use of roller skates, rollerblades, scooters and skateboards is prohibited.

4. ADVERTISING

The posting of any signs, posters, notices and flyers is prohibited without prior authorization from Guilford County Facilities and Parks Administration.

¹ The use of Segways and golf carts may be permitted with park staff approval. Upon approval park staff will issue the guest a parking pass. The guest operating the Segway or golf cart must be sixteen (16) years of age and present a valid driver's license to receive a parking pass.

5. EXCAVATIONS

Making an excavation and use of metal detectors is prohibited.

6. PLANT MATERIAL

The digging, transplanting, bruising, mutilation or any other abuse of natural vegetation and plant material is prohibited.

7. GUNS, FIREARMS AND INCENDIARY DEVICES

All patrons of the park must adhere to Guilford County Ordinances in regards to Guns, Firearms and Incendiary Devices, including but not limited to, Section 13-5 Firearms, Fireworks, etc. which states:

It shall be unlawful for any person to discharge, shoot, fire or explode, or cause to be discharged, shot, fired or exploded, any firearm including, but not limited to, air rifles, toy pistols, toy guns or other toy arms designed to forcibly hurl a projectile or missile at any time or under any circumstances within any park, or to openly carry any firearms in any park. The use of fireworks of any type is expressly prohibited except at approved and permitted events. Archery equipment, slingshots or other similar devices shall be shot or discharged only in those areas within the parks which are specifically set aside for such purposes and so posted.

8. ANIMALS

All horses, dogs, cats and other domestic animals must be kept on a leash at all times in accordance with Guilford County Leash Law. Pet owners are required to clean up and dispose of pet excrement. Horses must be restricted to designated equestrian paths only. Horse trailers must be parked in designated areas. No animals are allowed to enter lakes or ponds whether on or off leash.

9. MOLESTING ANIMALS

The trapping, catching, wounding, killing, teasing, injuring and cruel treatment of any live animals and wildlife on park property or attempt to engage in any of the above is strictly prohibited. The feeding of wildlife is prohibited. The release, placement and abandonment of any animal are prohibited.

10. DISTURBANCE OF FISH AND AQUATIC LIFE IN PROHIBITED AREAS

Fishing in any waters other than those designated by Guilford County Facilities and Parks Administration is prohibited. NC Wildlife Resources Commission Fishing Rules & Regulations and any other governing water authority along with Guilford County Facility and Park rules will apply. Catch and Release is encouraged at all facilities.

11. PROFITEERING

Except for approved fundraising events by the Facilities and Parks Administration, no person may engage in soliciting, peddling, panhandling and selling. The sale of food and drink products, clothing and any and all other items is strictly prohibited without prior consent.

12. FUNDRAISING EVENTS

In its sole discretion, Guilford County Facilities and Parks Administration on behalf of Guilford County may approve parks or open space to be used for fundraising events. No event will be permitted without prior, written approval by Facilities and Parks Administration on behalf of Guilford County. Failure to obtain prior, written approval may result in Guilford County bringing court action against the parties as allowable by law. Applicable fees, park rules, and conditions apply.

13. POLITICAL ACTIVISM

Political speeches and demonstrations are prohibited. Directly approaching and soliciting park patrons for the purposes of political handouts, surveys and request for support and donations is prohibited.

14. GAMBLING

Engaging in and conducting or carrying on any game of chance at which money, property or other items of value are bet is prohibited.

15. TOBACCO USE

Tobacco use is prohibited in all buildings and structures and aquatic centers and is discouraged on all properties

16. SEX OFFENDERS

No person registered with the State of North Carolina and/or any other governing agency as a registered sex offender shall be within 250 feet of any playground, amusement ride or youth athletic event.

17. ALCOHOLIC BEVERAGES

The possession, consumption and/or sale of beer, wine and other alcoholic beverages is strictly prohibited except in shelter and clubhouse facilities as indicated at specific properties.

18. SPORTS FIELD USAGE

All athletic games, practices, scrimmages, including but not limited to football, baseball, basketball, soccer, Frisbee, disk golf, tennis, ultimate, and golf must be played on fields, courts, playing surfaces expressly manufactured, supplied and identified for that specific activity use.

19. FIRES AND GRILLS

The building, creating or making of any fires or flames is prohibited, except in any stationary grill provided or any gas grill or deep fryer approved prior to use and placed in a designated location. Under no circumstances may any open flame be located inside a shelter or building with the exception of Sterno type canisters to heat food and ceremonial candles such as birthday, unity and memorial candles. Additional fees may be assessed when flour and grease stains are not thoroughly cleaned. Deep fryer grease must be removed from property in appropriate container and may not be emptied on premises.

20. DUMPING

Disposal of refuse, trash and litter is strictly prohibited except in supplied receptacles.

21. USE OF PARKS and OPEN SPACE AFTER HOURS

Entrance and/or use of facilities after posted park hours of operation will be considered trespassing and violators may be prosecuted. Exceptions are limited to County sanctioned after hour's special events, private rental of clubhouse facilities and campgrounds.

22. ACCESS TO GUILFORD COUNTY PROPERTY NOT OPEN TO THE PUBLIC

Any group or individual desiring access to a park, open space, trail or other Guilford County property not open to the public, must request so in writing to the Director of Facilities and Parks. Request must include justification and dates access is requested. Anyone on the property without written approval will be considered trespassing.

23. AMPLIFIED MUSIC

Except when permitted for approved events, amplified music/sound is not allowed, including but not limited to live DJ, microphones, karaoke, stereos, radios, boom boxes, live bands and choral groups. Cars are not to be used as outdoor sound systems.

24. REMOTE CONTROL VEHICLES AND TRAJECTORIES

The use and operation of gasoline and electrically operated remote controlled items including but not limited to cars, boats, airplanes, jet, helicopters and rockets is strictly prohibited.

25. FEES

All fees and charges associated with the operation of park facilities owned and operated by Guilford County shall be subject to the recommendations and approval of the Guilford County Parks and Recreation Advisory Board and may be subject to approval by the Guilford County Board of Commissioners. All fees must be paid in advance for the use of any facility or services.

26. PICNIC SHELTER USE

Advanced reservations for picnic usage is strongly encouraged. Picnic shelter use is based on a first come, first served basis for groups of 20 or fewer at no charge if the shelter is not reserved. Groups of 20 and more are required to pay according to the scheduled posted fees for half-day rental or full day rental. These fees are due at time of reservation. Renter must be over the age of 21. Shelter usage is subject to rules and regulations as described in the local shelter rules documents. Shelters must be cleaned and vacated no later than 15 minute prior to posted park closing hours.

27. USE OF LAKES AND PONDS

Where fishing is allowed North Carolina Wildlife Resources Commission regulations must be complied with:

Individuals 16 years of age and older must possess a valid North Carolina Fishing License

Individuals under the age of 16 must be accompanied by an adult in possession of a valid North Carolina Fishing License

Please refer to individual park fishing and boating rules and regulations as they apply to individual locations as some facilities are governed by third party authorities.

Swimming is not allowed in any open body of water.

Individuals renting canoes, kayaks and rowboats must wear a US Coast Guard approved personal floatation device (PFD) at all times.

Catch and release is strongly encouraged.

28. TRAIL USAGE

All trails are open according to posted hours. Trail patrons must adhere to trail designation and associated restrictions. Removal of vegetation is prohibited.

29. INDOOR RENTALS

Please refer to the individual park documents regarding rules and regulations of indoor facility rentals.

30. AQUATIC FACILITIES

Please refer to individual park documents regarding rules and regulations of aquatic facility usage and rentals.

31. DOG PARK RULES

Please refer to the individual park documents regarding rules and regulations of the Dog Parks.

32. GOLF AND DRIVING RANGE

Please refer to the individual park documents regarding rules and regulations of the Golf Course and Driving Range facility.

33. CAMPING

Please refer to the individual park documents regarding rules and regulations of camping.

34. TIPS

Employees may not accept tips, gratuities or gifts from park patrons.

35. Financial Policies

Employees must have supporting documentation, detail notes in REC TRAC and supervisory approval to adjust account balances.