

**BRIEFING
DRAFT**

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: APRIL 12, 2018

AGENDA ITEM NUMBER: 3

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF A REVISED
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND GUILFORD
COUNTY FOR THE OWNERSHIP, USE, OPERATION, MAINTENANCE, AND
DEVELOPMENT OF TRIAD PARK
(PARKS AND RECREATION DEPARTMENT)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF A REVISED
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND
GUILFORD COUNTY FOR THE OWNERSHIP, USE, OPERATION,
MAINTENANCE, AND DEVELOPMENT OF TRIAD PARK
(PARKS AND RECREATION DEPARTMENT)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached revised interlocal agreement between Forsyth County and Guilford County for the ownership, use, operation, maintenance, and development of Triad Park, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the revised Interlocal Agreement, on behalf of Forsyth County, subject to a 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 original contract is incorporated herein by reference. (Contract Control #2018-0374-00)

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 12th day of April 2018.

STATE OF NORTH CAROLINA
COUNTIES OF GUILFORD AND FORSYTH

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of March, 2018 by and between Guilford County referred to as "Guilford" and Forsyth County referred to as the "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 is "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 Forsyth County who shall hire sufficient personnel to maintain the property.
- b. **Maintenance of Buildings:** Maintenance on all rental houses located on park property shall be performed by the respective lessees or Forsyth County 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: Forsyth shall maintain insurance coverage for Triad Park and all property, both building and business personal property contained therein. The counties shall share the cost equally of all insurance Premiums and Claims Costs associated with Triad Park. Claims Costs include but are not limited to attorney's fees, damages, industrial commission fess, transportation costs, medical and health care costs, deductible amounts, amounts expended which are below self-insured retention limits, and any other cost associated with claims, litigation, or settlements relating to Triad Park, its employees, and visitors. Insurance coverage will be for the replacement cost coverage where applicable. Forsyth shall procure and maintain the following insurance coverage:
 - 1. Workers Compensation: Forsyth agrees to maintain workers compensation coverage for all Forsyth employees working at Triad Park for statutory limits in compliance with applicable state and federal laws. The policy must include employer's liability limits in the amount of \$1,000,000 for each accident and \$1,000,000 for each employee.
 - 2. Commercial General Liability: Forsyth hereby agrees to maintain a separate policy with minimum limits of \$1,000,000 per occurrence with a \$3,000,000 aggregate limit listing Forsyth and Guilford (Triad Park) as the named insureds. This policy shall include coverage for premises and/or operations and products/completed operations.
 - 3. Business Auto Policy: Forsyth hereby agrees to maintain limits of \$1,000,000 per accident combined single limit for bodily injury and property damage liability. This shall include owned, hired, and non-owned vehicles.
 - 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 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

GUILFORD COUNTY

Clerk to the Board (County Seal)

County Manager

ATTEST

FORSYTH COUNTY

Clerk to the Board (County Seal)

County Manager

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

Guilford County Finance Director

Forsyth County Finance Director

APPROVED AS TO LEGAL SUFFICIENCY

Guilford County Attorney

Forsyth County Attorney

APPROVED AS TO CONTENT

Guilford County Facilities, Parks, and Properties

Forsyth County Department of Parks and Recreation

Contract #2018-0374-00: Interlocal Agreement - Triad Park

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

3/21/2018

Date


Director of Finance