

AGREEMENT

THIS AGREEMENT, entered into as of this 25 day of February 19 72,
 by and between the North Carolina Department of Administration (hereinafter called the "State")
 and The Town of Jamestown (hereinafter called
 the "Applicant"), WITNESSETH THAT:

WHEREAS, the State has executed a Land and Water Conservation Fund Project Agreement with
 the United States Department of the Interior, Bureau of Outdoor Recreation, designated Project
 Number 37-00220, under which the Department of the Interior agrees to reimburse a portion of
 the Applicant's eligible costs as defined in the Outdoor Recreation Grants-in-Aid Manual; and

WHEREAS, the State has been designated as the recipient of funds reimbursed under the said
 Project Agreement:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. DEFINITIONS OF TERMS

A. The term "State" as used herein means the North Carolina Department of Administration,
 represented by the Director of Administration, or any representative lawfully delegated the
 authority to act for the Director of Administration.

B. The term "Applicant" as used herein means the State Agency, Political Subdivision, or
 Public Agency which is a party to this agreement, and, where applicable, the State Agency,
 Political Subdivision, or Public Agency to which funds are to be transferred pursuant to this
 agreement. Wherever a term, condition, obligation, or requirement refers to the Political
 Subdivision, such term, condition, obligation, or requirement shall also apply to the recipient
 State Agency or Public Agency.

C. The term "BOR" as used herein means the Bureau of Outdoor Recreation, United States
 Department of the Interior.

D. The term "Director" as used herein means the Director of the Bureau of Outdoor Recrea-
 tion, or any representative lawfully delegated the authority to act for such Director.

E. The term "Manual" as used herein means the Outdoor Recreation Grants-in-Aid Manual
 published by the Bureau of Outdoor Recreation, United States Department of the Interior.

F. The term "Project" as used herein means that project of project stage which is the
 subject of this agreement.

G. The term "Fund" as used herein means the Land and Water Conservation Fund established by
 the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

H. The term "Act" as used herein means the Land and Water Conservation Fund Act of 1965,
 78 Stat. 897 (1964).

II. PROJECT IDENTIFICATION

A. Name and Address of Applicant:

The Town of Jamestown

P. O. Box 463

Jamestown, North Carolina 27282

B. Project Title: Jamestown Recreation Park

C. Period Covered by this Agreement:

February 25 19 72 to December 31 19 73

D. Project Period: February 25 19 72 to December 31 19 73

E. Project Scope (Description of project):

This project consists of the development by Jamestown of 159+ acres located in Guilford County, near the town of Jamestown and off Bundy Road. Jamestown holds fee simple title to the property. The development will be accomplished in two stages as follows:

Stage I - Construction of family area, 3 group picnic shelters, 6 shuffleboard courts, 6 horseshoe courts, combination baseball-softball-football-soccer field, tot lot, 4 tennis courts, 2 multi-purpose courts, and 3 impoundments. Support development includes site improvement, landscaping, fencing, sewer system, visitor information sign, 2 comfort stations, concession building, equipment, roadway, parking, electrical system, water system, rough grading for 18-hole golf course, and signs. Design and engineering fees, construction supervision fees, a contingency fee and state administrative cost are also included. \$1650,543.42

Stage II - Finishing work on construction of 18-hole golf course and further support development to enhance Stage I and total park complex. Support development includes maintenance building, park administration building, roadways, parking facilities, landscaping, fencing, sewer system, visitor information sign, comfort station, equipment, electrical system, water system, and signs. Design and engineering fees, construction supervision fees and contingency fee are also included. \$529,409.00.

F. Project Stage Covered by this Agreement:

Stage I

G. Project Cost:	Total Cost	\$ 1,179,952.42
	Fund Support	50 %
	Fund Amount	\$ 589,976.21
	Cost of this Stage	\$ 650,543.42
	Assistance to this Stage	\$ 325,271.71

III. PROJECT EXECUTION

A. The State and the Applicant mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964); with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances submitted in conjunction with the project proposal for the above referenced Project Agreement; and with the terms and conditions of the Manual.

B. The Applicant agrees to execute and complete the approved project in accordance with the time schedule set forth in the project proposal. Failure to render satisfactory progress or to complete this or any other project which is the subject of Federal assistance under this program to the satisfaction of the State and the Director may be cause for the suspension of all obligations of the State under this agreement.

C. Construction contracted for or performed by the Applicant shall meet the following requirements:

1. Contracts for construction in excess of \$10,000 shall be awarded through a process of competitive bidding. Copies of all bids and a copy of the contract shall be retained for inspection by the State of North Carolina and the Director.

2. The Applicant shall inform all bidders on contracts for construction in excess of \$10,000 that Federal Funds are being used to assist in construction.

3. Written change orders to contracts for construction in excess of \$10,000 shall be used for all necessary changes in the facility. Such orders shall be made a part of the project file and shall be kept available for audit.

4. The Applicant agrees to comply with the regulations of the Secretary of Labor contained in 29 CFR 3 (1964), made pursuant to 40 U.S.C. Section 276 (c) (1964), which requires from each contractor or subcontractor a weekly wage payment statement. Such regulations are hereby incorporated into this agreement by reference.

5. The Applicant agrees to incorporate, or cause to be incorporated, into all construction contracts the following provisions: "During the performance of this contract, the contractor agrees as follows:

"a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 2020 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and, by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

"g. The contractor will include the provisions of Paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State to enter into such litigation to protect the interest of the State."

6. The Applicant shall (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the BOR and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations, and relevant orders of the Secretary of Labor, (3) obtain and furnish to the BOR and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations, and orders, (5) carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the BOR pursuant to Part 11, Subpart D, of Executive Order No. 11246 of September 24, 1965, and, (6) refrain from entering into any contract with a contractor debarred from Government contracts under Part 11, Subpart D, of Executive Order No. 11246 of September 24, 1965.

D. The Applicant agrees to secure completion of the work in accordance with the approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

E. The Applicant agrees to permit periodic site visits by the State and the Director to insure work progress in accordance with the approved project, including a final inspection upon project completion.

F. In the event funds should not be available for future stages of the project, the applicant agrees to bring the project to a point of usefulness agreed upon by the State and the Director.

G. All significant deviations from the project proposal shall be submitted to the State and the Director for prior approval.

H. Development plans and specifications shall be available for review by the State and the Director upon request.

I. The acquisition cost or fair market value of real property including interest in donated lands shall be based upon the appraisal of a competent appraiser. The reports of such appraiser shall be available for inspection by the State and the Director.

J. If any tract or parcel of, or interest in, real property subject to being purchased under the provisions of this agreement, but not identified herein, is found by the State and the Director for any reason not to be suitable for Federal assistance, all obligations of the State and the United States hereunder shall cease as to such parcel, tract, or interest.

K. Project Administration

1. The Applicant shall promptly submit such reports as the State and the Director may request.

2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State and the Director upon request.

3. The Applicant shall use any funds received by way of advance payment from the United States under the terms of this agreement solely for the project stage herein described.

4. Interest earned on funds granted pursuant to this agreement shall not be available for expenditure by the Applicant, but shall be disposed of according to instructions issued by the State and the Director.

5. Because one of the basic objectives of the Land and Water Conservation Fund Act is to enhance and increase the nation's outdoor recreation resources, it is the intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for local outdoor recreation funds.

IV. REIMBURSEMENT OF PROJECTS COSTS

A. The Applicant agrees to maintain and make available at all proper times to the State and to the Director accurate records of all expenditures for costs applicable to this agreement, and to submit properly certified billings for such costs on forms prescribed by the State and supported by detailed data sheets which will facilitate the audit of the Applicant's

financial records. Complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under this agreement, shall be retained by the Applicant for a period of three years following project termination. All accounting records and supporting documents will clearly show the number of the project to which they are applicable.

B. The State agrees to reimburse to the Applicant all Federal funds paid to the State as reimbursement of costs incurred by the Applicant under the terms of the above referenced Project Agreement.

C. The Applicant agrees to refund to the State subsequent to audit of the project financial records by the Bureau of Outdoor Recreation any funds required to be refunded to the Bureau of Outdoor Recreation on account of audit exceptions.

D. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the Manual.

V. PROJECT TERMINATION

A. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified or amended only by mutual agreement. A project shall be deemed commenced when the Applicant makes any expenditure or incurs any obligation with respect to the project.

B. Failure by the Applicant to comply with the terms of this agreement or any similar agreement may be cause for the suspension of all obligations of the State hereunder.

C. Failure by the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if, in the judgement of the State and the Director, such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement.

D. Because of the benefit to be derived by the State and the United States from the full compliance by the Applicant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State of North Carolina and of the United States, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement, the Applicant agrees that payment by the Applicant to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the Applicant of this agreement. The Applicant further agrees, therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

VI. RETENTION, OPERATION, MAINTENANCE, AND USE

A. Purpose. The standards which apply to the retention, operation, maintenance, and use of properties and facilities acquired or developed with Fund assistance are contained in this section.

B. The applicant agrees to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by this Agreement.

C. Retention and Use. Property acquired or developed with assistance from the Fund shall be retained and used for public outdoor recreation. Any property so acquired or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the approval of the Director. Such approval will be given only if the conversion is in accord with the current comprehensive statewide outdoor recreation plan that has been found by the Director to be adequate for the purpose of the Act and only upon such conditions as the Director deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness, quality, and location.

The above provisions do not apply to uses made of an assisted area or facility at the time of approval of assistance for the area or facility in question, when such uses were made known to the Director at the time of approval of assistance.

D. Operation and Maintenance. Property acquired or developed with assistance from the Fund shall be operated and maintained as follows:

1. The property shall be maintained so as to appear attractive and inviting to the public.
2. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards.
3. Properties shall be kept reasonable safe for public use. Fire Prevention, life guard, similar activities shall be maintained at levels reasonable to prevent loss of the lives of users.
4. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
5. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

E. Availability to Users. Property acquired or developed with assistance from the Fund shall be open to entry and use by all persons, regardless of race, color, creed, national origin, or residence who are otherwise eligible according to reasonable published rules applicable to the property involved.

F. Basic Changes in Recreational Use. The use of property acquired or developed with assistance from the Fund may not be changed from that contemplated and approved when assistance was obtained, unless approval is obtained from the Director. A change in use is deemed "basic" when any portion of the property involved is used for a purpose which would cause that portion to be classified in a different category, as shown in Illustration 1 of Chapter 4 of Part 630, BOR Manual, from that originally justified and classified.

G. Reasonable Use Limitations. The Applicant may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with Fund assistance when such a

limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the number of persons using an area or facility or the type of users, such as hunters only or hikers only. All limitations shall be in accord with the applicable grant agreement and amendments.

H. Use of Proceeds of Sales. The proceeds of sale of assisted areas and facilities must be held by the State or the Applicant and be disposed of only in accordance with a plan approved by the Director.

VII. GENERAL PROVISIONS

A. Conflict of Interest

1. No official or employee of the Applicant who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract or subcontract.

2. No person performing services for the Applicant in connection with this project shall have a financial or other personal interest other than his employment or retention by the Applicant in any contract or subcontract in connection with this project. No officer or employee of such person retained by the Applicant shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the Applicant, and such officer, employee or person has not participated in the acquisition for or on behalf of the Applicant.

3. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise herefrom, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.

4. The Applicant shall be responsible for enforcing the above conflict of interest provisions.

B. Political Activity

No officer or employee of the Applicant whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the political activity prohibited in the Hatch Political Activity Act, 5 U.S.C. Sec. 118k (1964), with the exceptions therein enumerated.

C. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of race, color, or national origin in the use of any property or facility acquired or developed pursuant to this agreement.

2. The Applicant shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, 78 Stat. 241 (1964), and with the regulation promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17 (1964).

3. The Applicant shall not discriminate against any person on the basis of residence, except to the extent that reasonable difference in admission or other fees may be maintained

on the basis of residence.

D. Compliance

The Applicant shall be responsible for compliance with the terms of this agreement by any other political subdivision or public agency to which funds are transferred pursuant to this agreement. Failure by such political subdivision or public agency to so comply shall be deemed a failure by the responsible Applicant to comply with the terms of this agreement.

E. Manual

The Applicant shall comply with the policies and procedures set forth in the Outdoor Recreation Grants-in-Aid Manual published by the Bureau of Outdoor Recreation, United States Department of the Interior.

IN WITNESS WHEREOF, the State and the Applicant have executed this Agreement as of the date first above written.

The Town of Jamestown

Applicant

ATTEST:

By Virginia F. Slate
Town Clerk
Title

By Thomas C. Ragdale
Mayor
Title

NORTH CAROLINA
DEPARTMENT OF ADMINISTRATION

By W. L. Turner
Director

APPROVED AS TO FORM:

ROBERT MORGAN
ATTORNEY GENERAL OF NORTH CAROLINA

By _____
Assistant Attorney General

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Outdoor Recreation

State North Carolina

Project Amendment No. 37-00220.1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO Project Agreement No. 37-00220 is hereby made and agreed upon by the United States of America, acting through the Director of the Bureau of Outdoor Recreation and by the State of North Carolina, pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by adding the following:

The period covered by this agreement, Date of Approval to December 31, 1972, is amended to read Date of Approval to June 30, 1974. *June 30-74 12-31-75*

The project period, Date of Approval to December 31, 1973, is amended to read Date of Approval to December 31, 1975.

Handwritten notes and signatures:
2-27-2 (0...)
6-8-74
W. L. Turner

37-081-0000
NC-Guilford-N/A

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA
By *William D. Jones*
(Signature)
FOR Regional Director
Southeast Region
(Title)
Bureau of Outdoor Recreation
United States Department of
the Interior

STATE
North Carolina
(State)
By *W. L. Turner*
(Signature)
W. L. Turner
(Name)
State Liaison Officer
(Title)

Date DEC 18 1972

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Outdoor Recreation

State North Carolina

Project Amendment No. 37-00220.2

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO Project Agreement No. 37-00220.2 is hereby made and agreed upon by the United States of America, acting through the Director of the Bureau of Outdoor Recreation and by the State of North Carolina, pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by adding the following:

Change Project Scope - Activate Phase II

Change Project Cost - (Add cost of Phase II plus estimated 5% State administrative cost.

	<u>From</u>	<u>To</u>
Total Cost	1,179,952.42	1,206,422.42
Fund Support	50%	50%
Fund Amount	589,976.21	603,211.21
Cost of this Stage	650,543.42	1,206,422.42
Assistance this Stage	325,271.71	603,211.21

37-081-0000
NC-Guilford-G N/A

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA
By *Debra Lewis*
(Signature)
Regional Director
FOR Southeast Region
(Title)
Bureau of Outdoor Recreation
United States Department of
the Interior

STATE
North Carolina
(State)
W. L. Bondurant
(Signature)
W. L. Bondurant
(Name)
State Liaison Officer
(Title)

Date DEC 7 1972

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Outdoor Recreation

Project Amendment No. _____

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO Project Agreement No. 37-00220 is hereby made and agreed upon by the United States of America, acting through the Director of the Bureau of Outdoor Recreation and by the State of North Carolina, pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by adding the following:

The period covered by this Agreement, Date of Approval to June 30, 1974, is amended to read Date of Approval to December 31, 1975.

37-081-0000
NC-Guilford-N/A

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below:

THE UNITED STATES OF AMERICA

STATE

By

Forster A. Lewis
(Signature)

North Carolina

(State)

FOR

Regional Director
Southeast Region

(Title)

James E. Harrington

(Signature)

Bureau of Outdoor Recreation
United States Department of
the Interior

James E. Harrington

(Name)

Date

JUL 16 1974

State Liaison Officer

(Title)

BOR 8-92a
(Rev. Mar. 1967)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Outdoor Recreation

State : North Carolina ^{STATE:}
Project Amendment No. 37-00220,4

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO Project Agreement No. 37-00220 is hereby made and agreed upon by the United States of America, acting through the Director of the Bureau of Outdoor Recreation and by the State of North Carolina, pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by adding the following:

Change Project Scope

Delete one multipurpose court and one comfort station.

37-081-0000
NC-Guilford-N/A

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below:

THE UNITED STATES OF AMERICA
By W. Thomas Brown
(Signature)
Regional Director
Southeast Region
FOR
(Title)

Bureau of Outdoor Recreation
United States Department of
the Interior
MAR 18 1976

Date _____

STATE
North Carolina
(State)
George W. Little
(Signature)
George W. Little
(Name)
State Liaison Officer
(Title)