North Carolina Department of Agriculture and Consumer Services

N.C. Forest Service

Steve Troxler
Commissioner

N. David Smith
Chief Deputy Commissioner

Scott Bissette
Assistant Commissioner

October 1, 2014

D3 - FA
County - Chatham
Agreement

CHATHAM CO FINANCE OFFICE
P O BOX 608
PITTSBORO NC 27312-0622

Dear Sir:

Your County's copy of the agreement with the Department of Agriculture and Consumer Services is enclosed. This is the basis for our cooperation for the FY 2014-2015. The original has been retained for our Department records, and the third copy has been sent to our District Office. I am confident that our excellent cooperative relations of the past will continue through the new fiscal year, which should see continued improvement in our State's Forestry Program.

Your County's cooperative efforts are proof of the increasing interest in the Forestry Program. Please contact your County Ranger, the local District Forester, or this office if there are any questions about the Cooperative Program.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosure

cc: District 3

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STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

$276,168
Total Cooperative Appropriation

$165,701 60%
State

$110,467 40%
County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT, AND IMPROVEMENT OF FOREST LANDS IN **CHATHAM** COUNTY, NORTH CAROLINA

THIS AGREEMENT, made under the authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management, "(Section 106-906 of the General Statutes of North Carolina), and also under authority of another Section of the General Statutes, namely Section 106-898, by the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of commissioners of **CHATHAM** County in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in **CHATHAM** County, has accepted the offer of the Department for cooperation in accomplishing this object:

Now, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select, employ and appoint, after consultation with the board, a County Forester or County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventive measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation, promotion and practice of Forest Management practices; and for protection from insects and diseases.

2. To furnish to each Forester or Forest Ranger so employed a badge of office, stationery, and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forester or Forest Ranger for all official services rendered, at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary schedules.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of the Forester or Forest Ranger, to discipline and, when necessary, discharge such Forester or Forest Ranger.

5. To submit to the Board of Commissioners monthly (or at othermutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for the proper conduct of the work within said County.

6. To make available annually from State, Federal , and other funds allotted to it, the sum of **One-hundred sixty-five thousand seven hundred one** dollars **($165,701)**as its share of an annual budget of**$276,168** for carrying on the work in said County.

Part II. THE BOARD AGREES:

1. To pay the Department **40%** of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

2. To appropriate annually the sum of**One hundred ten thousand four hundred sixty-seven** dollars **($110,467)**,which sum shall be available for expenditure under the terms ofthis Agreement, and shall represent the County's share of the annual budget.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective**July 1, 2014**.

2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

3. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

4. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by The Department for the proper conduct of the work therein.

5. That the Forester or Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at all times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **CHATHAM** County.

Date 08-18-2014 Vice Chairman

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "County Fiscal Control Act."

Date 8/19/14 County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services.

Date 10.2.2014 Signature

N. David Smith, Chief Deputy Commissioner