

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

\$ 716,181.00

Total Cooperative Appropriation

\$ 429,709.00 State

\$ 286,472.00 County

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

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **BRUNSWICK COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **BRUNSWICK COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support 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 and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:
 - A) 0.5 County/Area Ranger(s) assigned 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 the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
 - B) 3 Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in 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 the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

- C) **0.17** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
 - D) **3.17** Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.
 - E) Temporary position(s) on an as-needed basis.
2. To furnish position(s) 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 insofar as the joint funds will permit.
 3. To pay the identified position(s) 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 administration policy.
 4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).
 5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **FOUR HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED NINE DOLLARS (\$429,709.00)** as its share of an annual budget of **SEVEN HUNDRED SIXTEEN THOUSAND ONE HUNDRED EIGHTY-ONE DOLLARS (\$716,181.00)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **40** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **TWO HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED SEVENTY-TWO DOLLARS (\$286,472.00)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

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

9. That this Agreement becomes effective **July 1, 2022**, and lasts through **June 30, 2023**.

10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

That the annual appropriations as set forth above may be revised in writing 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 shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. 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.

11. That this Agreement may be modified only in writing and upon execution by both parties.
12. That the Board reimburse the Department as provided in Part II of this Agreement 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 monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
13. 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.
14. That the County/Area 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 always informed 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 **BRUNSWICK COUNTY**

Date _____ County Manager

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 and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date _____ County Finance
Officer

For the North Carolina Department of Agriculture and Consumer Services

Date _____ Signature

N. David Smith
Chief Deputy Commissioner