

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

\$ 128,062
Total Cooperative
Appropriation

\$ 76,837 60%
State

\$ 51,225 40%
County

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

THIS AGREEMENT, made under authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," Article 75 of Chapter 106, G.S. 106-895 through G.S. 106-910, by Session Laws 2011-145, s. 13.25(p), effective July 1, 2011, and also under authority of the North Carolina Department of Agriculture and Consumer Services (hereinafter Called the Department), party of the first part, and the Board of Commissioners of **Yadkin 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 **YADKIN 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 other mutually 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 **SEVENTY-SIX THOUSAND EIGHT HUNDRED THIRTY SEVEN DOLLARS (\$76,837)** as its share of an annual budget of **\$128,062** 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 **FIFTY ONE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS (\$51,225)** which sum shall be available for expenditure under the terms of this 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, 2015.
2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and 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 **YADKIN COUNTY**

Date 7/21/2015

[Signature] 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 6/30/2015

[Signature] Deputy
County Finance
Officer

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

For the North Carolina Department of Agriculture and Consumer Services

Date 7-28-2015

[Signature] Signature

N. David Smith
Chief Deputy Commissioner