HAYWOOD COUNTY
BOARD OF COMMISSIONERS

AGENDA REQUEST

Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING

DATE OF REQUEST: June 19, 2015
FROM: NC Forest Service

MEETING DATE REQUESTED: July 20, 2015

SUBJECT: Annual cooperative agreement between Haywood County and the NC Forest Service

REQUEST: Approval of the annual contract

BACKGROUND: Each year the District Forester submits a budget to the county listing the estimated expenditures for the subsequent year. The state pays 60% of the costs and the county pays 40% of the cost. After the budget is approved and the annual contract is signed, invoices are submitted monthly for actual expenditures by the Forest Service for active forest protection, development, reforestation, management and improvement.

IMPLEMENTATION PLAN:

FINANCIAL IMPACT STATEMENT: The cost to the county is estimated to be $98,553 for FY15-16.

SUPPORTING ATTACHMENTS: YES __X___ NO _____ HOW MANY? _____

PERSON MAKING PRESENTATION AT MEETING:

TITLE: Julie Davis
PHONE NUMBER: 828-452-6724
E-MAIL: jhdavis@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

North Carolina Department of Agriculture & Consumer Services
N.C. Forest Service

Steven W. Troxler
Commissioner

Scott Bissette
Assistant Commissioner

100 Years of Protecting, Managing & Promoting North Carolina's Forests

North Carolina Forest Service
District 9
133 Glenn Cabe Road
Sylva, NC 28779

6/19/2015

Ms. Julie Davis
Haywood County Finance Director
Courthouse Annex
215 North Main Street
Waynesville, NC 28786

Dear Ms. Davis:

Enclosed is the FY 2015/2016 county contract for the North Carolina Forest Service in Haywood County. Upon approval of the NC Forest Service budget please sign and return all three copies of the contracts. If you have any questions, do not hesitate to contact me at 828-506-0672 or at the email address listed below.

Sincerely,

Alan W.R. Hill, R.F. #1332
D-9 District Forester
(828) 586-4007
FAX: (828) 586-4008
E-mail: alan.w.hill@ncagr.gov

Enc.: 2015/2016 Haywood County Contract

STATE OF NORTH CAROLINA

Department of

Agriculture & Consumer Services

$ 246,382.50
Total Cooperative Appropriation

$ 147,829.50 60%
State

$ 98,553.00 40%
County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT OF FOREST LAND IN **HAYWOOD 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," (Section 106-906 of the general Statutes of North Carolina - 1943), and also under authority of another Section of the General Statutes, namely Section 106-898, by the North Carolina Department of Agriculture & Consumer Services (hereinafter Called the Department), party of the first part, and the Board of Commissioners of **HAYWOOD 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 **HAYWOOD 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 preventative 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 accord 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 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 forty-seven thousand, eight hundred twenty nine dollars and fifty cents ($147,829.50),** as its share of an annual budget of **$246,382.50** for carrying the work in said County.

Part II. THE BOARD AGREES:

1. To pay to 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 **Ninety-eight thousand five hundred fifty-three dollars ($98,553.00)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

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 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. That 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 the 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 **HAYWOOD COUNTY.**

Date _____ _____ 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 _____ _____ County Finance Officer

For the North Carolina Department of Agriculture & Consumer Services

Date _____ _____ Signature

N. David Smith, Chief Deputy Commissioner