



Steven W. Troxler
Commissioner

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



Scott Bissette
Assistant Commissioner

1163 N. US 1 Hwy.
Rockingham, NC 28379
August 12, 2013

D-3 FC
Chatham County

Mr. Charlie Horne
County Manager
County of Chatham
PO Box 1809
Pittsboro, NC 27312

Dear Mr. Horne:

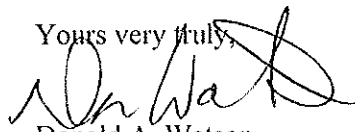
Reference is made to the Chatham County Forestry budget for the fiscal year 2013-2014. The final budget is as follows:

Chatham County share of budget at 40%	\$ 110,467
N.C. State share of budget at 60%	\$ 165,701
Total budget, 2013-2014	\$ 276,168

I am attaching hereto three copies of our contract which will contain the above budget figures. Please present this contract to the Chairman of the Chatham County Board of Commissioners. All three copies of the contract are to be signed by the Chairman of the Chatham County Board of Commissioners and by the County Finance Officer.

Please return these signed contracts to this office at your earliest convenience. We are enclosing a stamped, self-addressed envelope for this purpose. We will then execute them in the name of the North Carolina Department of Agriculture and Consumer Services and return one copy of the contract to you for your files.

Yours very truly,


Donald A. Watson
District Forester

DAW
Attach.
cc: Ben Baird, Chatham County Forest Ranger

FC-42
(2-90)

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 06-898, 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 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 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 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, 2013.

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 _____ 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 and Consumer Services.

Date _____ Signature

N. David Smith, Chief Deputy Commissioner