

**BRIEFING
DRAFT**

FORSYTH COUNTY BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 6, 2020

AGENDA ITEM NUMBER: 12

SUBJECT:

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
FORSYTH COUNTY AND THE STATE OF NORTH CAROLINA, ON BEHALF OF ITS
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FOR FOREST SERVICES**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

Contract with the State of North Carolina, on behalf of its Department of Agriculture and Consumer Sciences, for a County Forester or County Forest Ranger for the purposes of controlling forest fires, detecting and extinguishing fires, investigating the origin of forest, woodland, and field fires, enforcing State forest fire laws, taking preventive measures to prevent forest fires, developing and improving forests through reforestation, promotion and practice of Forest Management practices, and protection from insects and diseases. Forsyth County will pay 40% of the total cost of a Forester or Forest Ranger including salaries and expenses of other proper expenditures made in connection with the over-all Forestry program, amounting to \$64,400 for FY21. The agreement is effective July 1, 2020.

ATTACHMENTS:

YES

NO

SIGNATURE: _____

COUNTY MANAGER

DATE: _____

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
FORSYTH COUNTY AND THE STATE OF NORTH CAROLINA, ON BEHALF OF
ITS DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
FOR FOREST SERVICES**

WHEREAS provisions of North Carolina General Statutes 106-895 through 106-910, hereby authorizes execution of the attached agreement in an amount up to \$64,400.00 in County funds between Forsyth County and the State of North Carolina, on behalf of its Department of Agriculture and Consumer Services, for forest protection, development, reforestation, and improvement of forest management in Forsyth County; and

WHEREAS the County Chief Financial Officer is designated to review and approve the correctness of itemized accounts of all expenses incurred in providing services for the protection, development and improvement of the forested area of Forsyth County in support of this contract amount, and issue payment of the County's share of such expenditures within one month after receipt of such statement from the Commissioner of Agriculture;

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the County Manager and Clerk to the Board are hereby authorized to execute a contract, on behalf of Forsyth County, with the State of North Carolina, on behalf of its Department of Agriculture and Consumer Services, for forest services consistent with terms outlined herein for a maximum of three years duration, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this the 6th day of August 2020.



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



Steven W. Troxler
Commissioner

Scott Bissette
Assistant Commissioner

D-10-FA
Cooperative Unit Budgets
Forsyth County

304 Old Hargrave Road
Lexington, NC 27292-7594
February 1, 2020
336-956-2111

Mrs. Kim Gressley
NC State Cooperative Extension Service, Forsyth County
1450 Fairchild Rd
Winston-Salem, NC 27105


Dear Mrs. Gressley:

The North Carolina Forest Service is requesting \$161,000 for the 2020-2021 fiscal year budget. Forsyth County's share of the budget will be \$64,400.

Listed below is a general breakdown of the budget request.

Salaries, Social Security, Retirement, & Health Insurance:		
County Ranger, Assistant County Ranger, Temporary wages	\$118,000
Operating Expenses:		
To include equipment purchase and repair, fuel, fire control materials, uniforms, educational handouts and Smokey Bear material, office supplies, and other materials.....		\$40,600
Office Space Rental.....		\$ 2,400
TOTAL.....		\$161,000

State Share	60%	=	\$96,600
County Share	40%	=	\$64,400

Sincerely,

Mark Bost
District Forester

cc: County Ranger, Hannah Johnson
District Office Manager, Denean Matthews

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

\$ 161,000
Total Cooperative
Appropriation

\$ 96,600
State 60%

\$ 64,400
County 40%

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT
OF FOREST LANDS IN **FORSYTH 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) and **FORSYTH COUNTY** in the State of North Carolina (hereinafter called the County), witnesseth:

That WHEREAS the said County, recognizing the need for active forest protection, development, reforestation, management and improvement in **FORSYTH 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 Department 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 County, 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 County 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 **NINETY SIX THOUSAND AND SIX HUNDRED DOLLARS (\$96,600)** as its share of an annual budget of **\$161,000** for carrying on the work in said County.

Part II. THE COUNTY 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 **SIXTY-FOUR THOUSAND FOUR HUNDRED DOLLARS (\$64,400)** 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, 2020.
2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and County, 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 County 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 County. That such payments be made by the County 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 County, shall present to the County statements of the work being done within the County, so that said County 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.

FORSYTH 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