

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Parks and Recreation

Department contract file name (use effective date): North Carolina Forest Service NCDACS 2024/01/03

Project Code: NC Forest Service NCDACS Parks & Rec 2024/01/03

Contract type: Agreement

Contracted Services/Goods: Controlled Burn

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: NC Forest Service NCDACS

Effective Date: January 01, 2024

Approved by: Choose an item.

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: \$3,500.00

Please Return Contract to:

Name: Erin

Metzger _____

Email:

erin.metzger@chathamcountync.gov

Special Instructions for Clerks

2. Department Head or his/her designee has read the contract in its entirety.

By:  (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

4225-1A (updated 1/8/2021)

NORTH CAROLINA FOREST SERVICE
NC DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Location Lat	35° 48' 44.7"	Long	79° 20' 01.4"
Cost Share - FDP, EQIP, CRP, CPP, CWPP, N/A, OTHER	_____		
REFERENCE #	INVOICE(S) #		

AGREEMENT FOR PRESCRIBED BURNING SERVICES

COUNTY(S) OF Chatham, NORTH CAROLINA This is made and entered into this 3rd day of January, 2024

by and between Chatham County Parks & Rec of PO Box 1809
Pittsboro STATE NC / ZIP 27312 TELEPHONE 919-545-8552

hereinafter called the "Landowner" and the North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service, hereinafter called the "Forest Service" WITNESSETH THAT: The Forest Service hereby agrees to provide the said Landowner services for prescribed burning, subject to the following terms and conditions:

TYPE OF PRESCRIBED BURNING SERVICE(S):

<input type="checkbox"/> SITE PREPARATION BURNING	<input checked="" type="checkbox"/> NON-SITE PREPARATION BURNING	ESTIMATED MAX ACRES: <u>100</u>
<input type="checkbox"/> TREE PROTECTION - THREATENED & ENDANGERED SPECIES		ESTIMATED MAX PROTECTED TREES: _____
<input type="checkbox"/> FIRELINE INSTALLATION ONLY* <i>(applicable when NCFSS is not contracted to conduct the burn)</i>		ESTIMATED MAX DOZER EACH HOURS: _____
Notes: c/o Ern Metzger		

A. THE LANDOWNER AGREES TO:

- 1. Pay the Forest Service at the rate(s) agreed below **Note – Landowner will be invoiced for actual costs or a minimal charge/contract**
- BURNING RATE (includes firelines) \$ 35 per Acre
- TREE PROTECTION (ex. RCW cavity tree) \$ _____ per Tree
- FIRELINE INSTALLATION ONLY \$ _____ per Dozer Each Hour

- ✓ A \$350.00 minimum charge will apply for all burning and/or fireline installation-only contracts.
- ✓ *Landowner will be charged the "fireline installation only" rate if lines are installed by the NCFSS and landowner then cancels the burn
- 2. Make full payment upon receipt of all invoices from the Forest Service payable to NC Department of Agriculture and Consumer Services
- 3. Properly designate all property lines and corners and provide adequate ingress/egress to access the property to complete the service
- 4. Properly designate all improvements (i.e. ditches, fences, outbuildings, etc.) that warrant special consideration and protection to avoid damage
- 5. Notify the Forest Service about the location of any known threatened and endangered species located within the perimeter of the area to be burned and the area immediately adjoining the perimeter

B. FOREST SERVICE AGREES TO:

- 1. Invoice the landowner for fireline installation and/or prescribed burning services rendered.
- 2. Take reasonable precautions to protect any known threatened and/or endangered species. The Forest Service cannot guarantee that no harm will occur to a threatened or endangered species because of the many variables associated with prescribed burning.
- 3. Conduct the burn in compliance with all known regulations and established guidelines. The Forest Service cannot guarantee that the objective of the prescribed burn will be met with only one burn. Desired results may not always be obtained with only one application of prescribed fire.

C. FOREST SERVICE AND LANDOWNER AGREE:

- 1. This contract is valid for five years from the initial signature date of the North Carolina Forest Service representative below
- 2. That either party may cancel this agreement by giving a 2-week written notice to the other party
- 3. The decision of the Forest Service's designated representative will be final in all disputed matters arising from this agreement
- 4. The Forest Service will only conduct the burn if weather conditions, cumulative dryness, smoke management conditions, and other factors are favorable for the prescribed burn to be accomplished safely. If suitable conditions do not occur, the prescribed burn may be delayed or canceled
- 5. Notwithstanding any other provision of this agreement, the North Carolina Department of Agriculture and Consumer Services is an agency of the State of North Carolina, and its liability, if any, shall be determined in accordance with the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). The Department shall not be required to indemnify any other party and shall not be required to provide proof of insurance
- 6. During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-1909
- 7. If any provision of this agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this agreement. Rather, the invalid, illegal, or unenforceable provision shall be deemed severed from this agreement, and this agreement shall be enforced as if the agreement did not contain the invalid, illegal, or unenforceable provision.

D. TERMS OF PAYMENT: Payments are due upon Receipt. Charges not paid by the landowner within 30 days of the invoice date will incur a 10% late penalty and charges not paid after 60 days of the original invoice will incur interest on the unpaid balance at the current annual rate of 5% as allowed by N.C.G.S. 147-86-23. Charges not paid within 90 days of the original invoice date will be referred to the Attorney General's Office for collection.

LANDOWNER _____ (seal)

DATE _____

WITNESS _____

NORTH CAROLINA FOREST SERVICE
NC DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

BY [Signature]

TITLE CR

DATE 1/3/24

WITNESS _____

E. PERFORMANCE CHECK (conduct with Landowner if available)

CHECKED BY	NORTH CAROLINA FOREST SERVICE REPRESENTATIVE	TITLE	_____
RESULTS/NOTES	_____		
ACTUAL ACRES BURNED:	_____	DATE:	_____
ACTUAL INDIVIDUAL TREES PROTECTED (EX. RCW CAVITY TREE):	_____	DATE:	_____
ACTUAL EACH HOURS FOR FIRELINE INSTALLATION-ONLY CONTRACTS**:	_____	DATE:	_____
(**applicable when NCFSS is not contracted to conduct the burn, or when NCFSS installs fireline and landowner then cancels burn)			

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

[Signature]
Roy Lynch, Finance Officer