

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF LEE  
AND  
TOWN OF BROADWAY, NC

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the County of Lee, hereinafter, referred to as the County, and the Town of Broadway, hereinafter referred to as the Municipality.

A. PURPOSE:

The purpose of this memorandum is to continue to develop and expand a framework of cooperation between the County and the Municipality, as authorized by N.C. Gen. Stat. 160A-460 through 160A-466, to develop mutually beneficial Voluntary Agricultural District Programs.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The inhabitants of both the County and the Municipality have recognized the need to promote agricultural values and the general welfare of their communities and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and increase protection from non-farm development and other negative impacts on properly managed farms; and have therefore agreed that the County shall operate, through a delegation of the Municipality's authority, a voluntary agricultural district program within the boundaries of the Municipality, according to the terms set forth in the Lee County Voluntary Agricultural District Ordinance, without regard to any provision of that Ordinance to the contrary.

C. RESPONSIBILITIES

THE COUNTY AND MUNICIPALITY SHALL:

1. Ensure that farmland, horticultural land and forestland either now within municipal city-limits of the Municipality, or within such limits as the result of subsequent annexation, shall be able to participate in the Lee County Voluntary Agricultural District program with the full benefits accorded to other participants;
2. Permit appointment of an ex officio member, selected by the Municipality, to the Lee County Agricultural Advisory Board; and

3. Permit either the Municipality or the County to withdraw from this arrangement with 60 days notice to the Lee County Agricultural Advisory Board, or other designee of the County.

D. CONTACTS AND ACKNOWLEDGMENT

1. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

County Contact:

Name John Crumpton  
Phone 919-718-4605  
Fax 919-777-9315  
E-mail jcrumpton@leecountync.gov

Municipality Contact:

Name Bob Stevens  
Phone 919-258-9922  
Fax 919-258-9831  
E-mail bwaytownhall@windstream.net

2. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
3. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective in perpetuity, unless terminated in accord with the above termination provision.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

County Representative:

By: *J. A. Crumpton*  
Title: County Manager John A. Crumpton

Date: 4-6-09

Municipality Representative:

By: *Donald H. Cline*  
Title: Mayor

Date: 3-25-09

Attest:

*Laura K Duval*  
Laura K. Duval  
Town Clerk