

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF Johnston
AND
CITY/TOWN OF Benson

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the County of Johnston, hereinafter referred to as the County, and the City/Town of Benson, 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 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 impacts on properly managed farms; and have therefore enacted ordinances authorizing the creation of Voluntary Agricultural Districts.

C. RESPONSIBILITIES

THE COUNTY AND MUNICIPALITY SHALL:

1. Acknowledge and respect such programs that have been established within one or the other's jurisdiction prior to the enacting of this memorandum.
2. Coordinate respective programs to maximize their benefits to the people of Johnston County and the city/town of Benson.
3. Ensure that farmland, horticultural land and forestland in a county-operated Voluntary Agricultural District within municipal city-limits prior to the enactment of NCGS § 106-736 (prior to September 13, 2005) is transferred to the municipal Voluntary Agricultural District program, without loss of benefits, as soon as practicable after adoption of the Johnston County Voluntary Agricultural District ordinance by the city/town of Benson. Such farmland, horticultural land and forestland in a county-operated Voluntary Agricultural District program shall remain in that program until the transfer is made.

- 4. Ensure that farmland, horticultural land and forestland in a county-operated Voluntary Agricultural District or Enhanced Voluntary Agricultural District is transferred to the city/town of Benson upon annexation of that land by the city/town of Benson, without loss of benefits to the landowner.

D. CONTACTS AND ACKNOWLEDGEMENT

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

County Contact:

Name Susan Woodard
 Phone 934-7156 x3
 Fax 919/989-5659
 E-mail Susan.Woodard@nc-nadnet.net

Municipality Contact

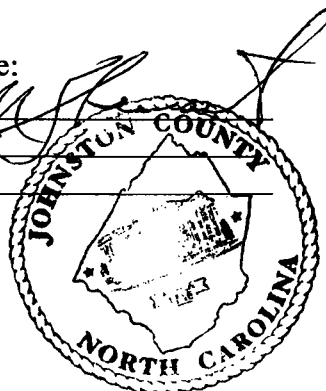
Name Jeremy B. Smith
 Phone 919 894-1606
 Fax 919 894-2366
 Email jsmith@townofbenson.com

- 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.
- 4. REVOCAION OF AGREEMENT. By providing 90 days written notice to the Voluntary Agricultural District Advisory Board, the Town may revoke this Memorandum of Understanding.

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

County Representative:

By: [Signature]
 Date: 4 May 09
 Title: Chairman



Municipality Representative

By: [Signature]
 Date: 3-26-2009
 Title: Mayor