

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF JOHNSTON  
AND  
TOWN OF CLAYTON**

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 Town of Clayton, 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 Town of Clayton.
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 Town of Clayton. 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 Town of Clayton upon

annexation of that land by the Town of Clayton, 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: 989-5659

E-mail: Susan.Woodard@nc.nacdnet.net

Municipality Contact:

Name: R. Steve Biggs

Phone: 919-553-5002

Fax: 919-553-8919

E-mail: sbiggs@townofclaytonnc.org

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 of 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. **REVOCATION 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:

Cookie Pope

By: Cookie Pope

Title: Chair, Board of Commissioners

Date: October 7, 2008

Municipality Representative:

Jody L. McLeod

By: Jody L. McLeod

Title: Mayor

Date: September 2, 2008