

**NORTH CAROLINA SOIL AND WATER CONSERVATION
SHARED PERSONNEL MUTUAL AID AGREEMENT**

This agreement effective July 1, 2025, through June 30, 2035, is entered into between the North Carolina Association of Soil and Water Conservation Districts (Association), the NCDA&CS Division of Soil and Water Conservation (Division), Guilford County (County), Guilford Soil and Water Conservation District (District) and by each of the Districts and Counties that adopt and execute this Shared Personnel Mutual Aid Agreement, hereinafter collectively referred to as the "parties."

SECTION 1: BACKGROUND STATEMENT AND PURPOSE

Whereas previous natural disasters have demonstrated the need for Districts to share personnel for disaster assessment and technical assistance for disaster recovery efforts;

Whereas the parties to this Agreement recognize the importance of mutual aid and assistance in providing delivery of employee technical training;

Whereas, the parties to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

Therefore, the parties agree to enter into this Agreement for mutual aid and assistance for disaster recovery efforts, delivery of employee technical training, and other mutually agreed-upon assistance with this Agreement embodying the understandings, commitments, terms and conditions for the specified mutual aid.

SECTION 2: CONDITIONS OF AGREEMENT

It is mutually understood that each party's foremost responsibility is to its own citizens. The conditions of this Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid pursuant to a request by another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate services to its own District or County, by deeming itself unavailable to respond and so informing the party setting forth the request. This Agreement only binds each District or County to the extent that resources are available, and the allowance of shared resources is on a case-by-case request. Employees assisting with this process will remain employees of their original District or County and continue to function under their current employment conditions and coverages.

SECTION 3: AUTHORITIES, STATUTES, LAWS

The Division is authorized to enter into this Agreement by the North Carolina General Statutes §139-4 and §106-840 - §106-844.

The Districts' authority to enter into this Agreement is defined in Soil Conservation Districts Law, North Carolina General Statutes §139-1 - §139-47.

Counties are authorized to enter into this Agreement by North Carolina General Statutes §153A-11 and §160A-461 - §160A-464

The Association is authorized to enter into this Agreement by Articles of Incorporation dated January 1992 and by-laws adopted January 2005 as amended.

SECTION 4: ROLES AND RESPONSIBILITIES

CONSERVATION PROGRAM IMPLEMENTATION: The parties recognize the natural resources conservation program delivered through Districts is a unique blend of local, state, federal, private and non-profit programs and initiatives. Together these programs address a variety of natural resources, environmental, and educational issues. The parties agree to allow their personnel to assist cooperating Districts and/or Counties, when possible, to build a conservation support network.

DEVELOPMENT OF CLEARINGHOUSE OF RESOURCES: The Association agrees to develop and maintain a Clearinghouse of resources consisting of a list of all participating Districts and Counties who have entered into this Agreement. The Clearinghouse shall also include an inventory of personnel, their acknowledged skills and the primary contact for each participating District.

COORDINATION OF RESOURCES: The Association will provide from the Clearinghouse a list of resources to requesting Districts to assist cooperating Districts and Counties as needed.

LIABILITIES ACCEPTANCE AND FINANCIAL RESPONSIBILITIES: Counties and Districts that are parties to this Agreement acknowledge that their respective employees will continue to be their employees when assisting other Districts and Counties pursuant to this Agreement.

Any reimbursement and documentation for time and travel shall be negotiated between the respective parties and declared prior to any assistance being rendered.

SECTION 5: PERSONNEL MANAGEMENT

Personnel functioning as a shared employee with a partnering District or County should coordinate with their employer to assure that they are functioning within the limitations set by policies established by the employer. Any requirements from the recipient District or County should be disclosed and agreed upon prior to the arrival of shared personnel. Policies of the providing and receiving employers shall be understood and shared prior to assistance being rendered.

SECTION 6: DESIGNATION OF PRIMARY POINT OF CONTACT

Districts and Counties entering into this Agreement shall designate a primary point of contact established for receiving requests pursuant to this Agreement and shall notify the Association of this designation. This point of contact shall have knowledge of the District's resources and availability for providing assistance, including type of equipment available for use, amount of time allowable, and capabilities of available personnel. Participating Districts and Counties shall notify the Association when this point of contact changes.

SECTION 7: PROCEDURE FOR REQUESTING ASSISTANCE

Districts and Counties requesting assistance pursuant to this Agreement shall consult the Clearinghouse of participating Districts and Counties to identify which ones possess the personnel and other resources needed. The requesting District or County shall contact those Districts and Counties with capabilities

and resources matching the requestor's needs. Additional support may be requested from and offered by the Association and the Division.

The parties may enter into a separate Task Agreement to specify the scope of cooperation for a particular request.

SECTION 8: SCOPE OF AGREEMENT

This Agreement covers the basic operation, implementation and understanding between all parties. Authority to carry out specific duties is granted only by the governing District and/or County and policies of that governance for which the employee is managed.

SECTION 9: MUTUAL AGREEMENT TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable laws, each party receiving aid agrees to protect, defend, indemnify, and hold the other parties, and their officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind arising out of action of every kind in connection with or arising out of aid rendered to the indemnifying party. To the extent that immunity does not apply, each party shall bear the risks of its own actions, as it does in its own day-to-day activities.

SECTION 10: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION 11: REVIEW/MODIFICATION/TERMINATION

This Agreement will be reviewed at least annually. The Agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving immediate notice to all parties associated with this Agreement.

This agreement is officially entered into by:

GUILFORD SOIL AND WATER CONSERVATION DISTRICT:

By: George Teague
Chair, George Teague

Date: 6-4-2025

GUILFORD COUNTY:

ATTEST:

By: _____
Toy Beeninga Date
Guilford County Deputy Manager

By: _____
Robin B. Keller Date
Guilford County Clerk to Board

By: _____
J. Leslie Bell Date
Guilford County Planning & Development Director

NORTH CAROLINA DIVISION OF SOIL AND WATER CONSERVATION

By: _____
Director, David B. Williams Date

NORTH CAROLINA ASSOCIATION OF SOIL AND WATER CONSERVATION DISTRICTS

By: _____
President, Gail Hughes Date

ATTACHMENT A



GUILFORD SOIL AND WATER CONSERVATION DISTRICT
3309 Burlington Road, Greensboro, North Carolina, 27405-7605 / (336) 641-3440

FY 2025 – 2026 Meeting Number 9 May 6th, 2026, Minutes - **DRAFT**

Supervisors Present:
George Teague, Chair
Josh Myers, Vice-Chair
Anna Amoriello, Sec/Treas
Ray Briggs, Member
Grace Summers, Member

Others Present:
Rodney Wright, S&W Conservation Manager
Millie Langley, Soil Conservationist
Sydney Kirkpatrick, Soil & Water Technician
Leslie Bell, Director, Co. Planning & Dev
Matt Wells, NRCS
Keith Swihart, ACES Employee
Rick McSwain, Regional Division Coord.
Bryant Sockwell, Farmer

The board meeting was called to order by Chairman, George Teague, at 9:01 AM at the Guilford County Agricultural Building Conference Room. He welcomed everyone in attendance. He then read the Conflict-of-Interest Statement and asked if there were any conflicts of interest; *None were noted.*

Agenda

George Teague asked everyone to review the agenda as presented. *Josh Myers moved to approve the agenda. Ray Briggs seconded, and the motion was approved.*

Minutes

George asked if everyone had reviewed the minutes from the previous meeting. *Anna moved to approve the April meeting minutes as corrected. Josh seconded, and the motion was approved.*

Contract Extension Request

George welcome Bryant Sockwell to the meeting. George asked where progress is with his project and Bryant Sockwell explained he has completed his project. George thanked him for coming to the meeting.

Closed Session

The board announced they need to go into executive closed sessions due to personnel matters. *Josh moved to approve going to executive closed session. Ray seconded, and the motion was approved.*

The board announced to come out of closed session. *Anna moved to approve coming out of closed session. Grace seconded, and the motion was approved.*

Comments from the County

Leslie shared the report from the county. Leslie stated that the budget would be presented on May 7th, 2026. Leslie stated that budget hearing is going to be the first meeting in June. Guilford is being included in having a moratorium as part of the tax appraisals.

NRCS

Matt Wells gave the NRCS report. Matt stated that May 15th, 2026, is assessment and ranking deadline. Then next month we will have the Local Work Group discussion after June's board meeting.

Comments from Division

Rick gave the division report. Rick stated that the next commission meeting will be in Rowan County on May 20th, 2026. Rick mentioned that on May 19th they will be doing tours starting at 8-5 AM. The tours include places in High Rock Lake watershed; Dam tour, CCAP project, Farm Family, and Allie Dinwiddie speaker. There will be an Advanced Supervisor Training held on July 14th, 2026, in Rutherford County. Rick reminded everyone of the SENACD August 9-12 at Harrah's Casino in Cherokee. Registration will come out next week. Rick reminded everyone to look at the event training calendar on the training website.

District Conservation Program

- Sydney shared the cost-share report. Sydney announced the Bryant Sockwell has been taken off the list for the expiring contract since he has now completed his project. Sydney announced that Colton Perdue plans to come to the June 3rd board meeting.
- Rodney and Sydney shared Aryn Schloemer ~~AgWRAP~~ well contract 41-2026-801 to the board. *Anna moved to approve Aryn Schloemer Well 41-2026-801. Josh seconded, and the motion was approved.*
- George requested for there to be pictures with the applications and contracts when presents to the board from here on out.

District Education

- Millie announced that State Envirothon was April 24-25th at Cedar Rock Park. However, Sydney attended on April 24th. Millie stated it was a successful event and Enloe Highschool won 1st place.
- Sydney announced Earth Day at Keely Park on April 25th, 2026, and she attended with the Stormwater division. She stated that it was a successful event.
- Sydney announced she will be attending Family Fishing Day at Guilford County Farm on May 30th at 9-12pm for Creek Week.
- Sydney announced that Creek Week is May 30th- June 6th. Rodney and Sydney will be attending a table event on June 2nd at Triad Park 1-3pm.
- Sydney announced that Green Girls is June 22nd- 26th. Sydney will be participating on June 25th with the planning department.
- Millie announced that Rodney and herself attended the Piedmont Conservation Council Meeting on April 7th at Lake Mackintosh and it was a successful event.

District Operations

- Rodney asked everyone to review the Monthly Financial Report.
- Rodney reminded the supervisor of the election filing period.
- Rodney announced that on April 23rd, 2026, there will be the Piedmont Triad Regional Council Meeting, and it was a successful event. He stated this was an opportunity to possibly have another event soon.
- Rodney announced the Environmental Education & Conservation Coordinator Position interviews are on Thursday 8:30-12pm.
- Sydney informed the board of the changes for VAD 2025 Ordinance and there will be discussion at the next VAD meeting.

New Business

- Leslie stated that in April minutes there needed to be change of wording to state, "the mutual aid agreement is in the process of being signed." *Josh moved to approve the amended minutes stating "the mutual aid agreement is in the process of being signed." Ray seconded, and the motion was approved.*

Old Business

- George asked if there was any old business to be discussed. Leslie mentioned that there is revisitation of Mutual Aid Agreement. The board revisited the Mutual Aid Agreement and with discussion. The changes being stated "This agreement effective July 1, 2025, through June 30, 2035, is entered into between the North Carolina Association of Soil and Water Conservation District..." *Josh moved to approve the amended Mutual Aid Agreement. Grace seconded, and the motion was approved.*

With no other business to be discussed, Ray moved to adjourn the meeting at 10:34 am; Anna seconded, and the motion was approved.

All changes have been saved

2026, at 9:00 am In the Guilford Ag Center Conference Room.

Anna Amoriello

Secretary/Treasurer