

## MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT entered into this 30<sup>th</sup> day of October, 2017, by and between the North Carolina SFI Implementation Committee for the Sustainable Forestry Initiative Program (NCSIC), and the North Carolina Forestry Association, Inc (NCFA). NCFA hereby agrees to provide management services to the NCSIC according to the terms of the This Agreement.

The Parties agree as follows:

1. **TERM:** This agreement shall commence on January 1, 2018 and will expire on December 31, 2018. It may be amended to re-execute upon the agreement of both parties and may be terminated by either party by giving 60 days written notice to the other party.
2. **SCOPE OF SERVICES:** NCFA shall provide general management functions for the operation of NCSIC's business, as more particularly set forth in Exhibit A, attached hereto and incorporated by reference herein.
3. **COMPENSATION:** For services to be rendered for general management services, NCSIC agrees to pay NCFA a semiannual management fee of \$10,500.00 (\$21,000.00 annually). The management fee covers the cost of personnel, office space, access to certain office equipment, as well as the services more particularly described in Exhibit A.
4. **PERSONNEL:** The Executive VP of the NCFA shall appoint a representative of the NCFA to NCSIC.
5. **INDEMNIFICATION:** NCFA agrees to indemnify and hold the NCSIC harmless for any loss or expense that may arise or accrue to NCSIC for work done or actions taken by NCFA pursuant to this agreement.

North Carolina SFI Implementation Committee (NCSIC)

By: 

Name: Bernard Rose, Chairman

NCSIC Chair

North Carolina Forestry Association, INC. (NCFA)

By: 

Pryor Gibson, Executive Vice President

# EXHIBIT A

## Legal and Insurance:

- As the NCSIC's legal entity, NCFA, with the proper approvals by both the NCSIC and the NCFA Board of Directors, will act as the NCSIC's signatory with respect to contractual legal arrangements that the NCSIC wishes to enter into.
- NCFA shall assure that appropriate tax returns and other legally mandated filings are completed with respect to NCSIC's transactions and NCSIC will operate under the NCFA 501c6 umbrella.
- NCFA shall secure and maintain insurance for coverage of the property designated by NCSIC, as long as NCSIC reimburses NCFA for the direct cost of such coverage.

## Accounting and Audit:

- NCFA shall invoice all assessed NCSIC members annually and maintain records of these receipts. NCFA shall ensure all NCSIC members are paying appropriate assessment and communicate with NCSIC Chair if any members have not paid or did not pay appropriate amount.
- For all NCSIC accounting transactions, NCFA shall perform data entry to a computerized bookkeeping system and maintain these records and books in accordance with generally accepted accounting principals and legal requirements, including record retention.
- The NCFA's annual audit will include the SIC account. Any additional work by the CPA requested by the SIC will be paid for separately.

## Budgeting and Banking:

- While the development and approval of the NCSIC's annual budget will be the sole responsibility of the NCSIC, NCFA will review this budget for its conformation with NCFA's Charter and By Laws as a tax exempt 501-C-6 corporation.
- NCFA will report monthly all transactions to NCSIC treasurer in timely a manner to allow a budget review with NCSIC Board at the quarterly meeting and as other NCSIC members may request them.
- NCFA will isolate all NCSIC funds into a bank account separate from other NCFA funds. NCFA shall be responsible for the preparation and mailing or delivery of all checks and deposits from the NCSIC bank accounts.

## Office:

- NCFA shall maintain an office and provide certain office supplies, within reason, for the requirements of NCSIC to carry out committee business under this agreement.
- NCFA shall communicate and coordinate all their NCSIC activities and all SFI inquires to the chair or other appropriate members of the NCSIC.
- NCFA shall maintain the availability of telephone, fax, computer, and photocopying equipment, programs, and services for the benefit of the NCSIC under this agreement
- NCFA shall maintain postage equipment and cover postage charges related to the NCSIC as required as a result of this agreement.
- NCFA shall administer meetings including but not limited to member email distribution list, print and distribute meeting packages, take minutes and distribute in a timely manner, provide conference call number, and provide lunch.

## Other:

- NCFA shall receive and compile annual consumption/ownership survey and present a summary of the totals to NCSIC Treasurer in a timely manner prior to the NCSIC's 2<sup>nd</sup> quarter meeting. Said information will be used to aid NCSIC Treasures in developing budget for Approval at the 4<sup>th</sup> quarter NCSIC board meeting.
- NCFA will serve and assist the subcommittees as outlined in the NCSIC Bylaws and execute projects as needed and approved by the NCFA Executive Vice President.
- The NCFA Executive Vice President and other NCFA staff engaged in the business required under this agreement shall be considered employees of the NCFA and, as such, NCFA shall be responsible for all salary, wages, employment taxes, and employment insurance for these employees. All NCFA employees are under the direction of, and report to, the Executive Vice President.
- Ensure that the NCSIC website is maintained and updated based on information and requests provided by the NCSIC.