

## **AGREEMENT DESIGNATING A JOINT HISTORIC PRESERVATION COMMISSION AND REQUESTING THAT GASTON COUNTY ACT AS A CERTIFIED LOCAL GOVERNMENT**

This is an agreement between the County of Gaston ("County") and the City of Bessemer City requesting the Gaston County Historic Preservation Commission to exercise those powers and duties given to it by and under the North Carolina General Statutes 160D and the Gaston County Historic Preservation by-laws within City of Bessemer City planning jurisdiction, as well as to act on the City of Bessemer City behalf as a Certified Local Government.

### **1. Designation of a Joint Historic Preservation Commission**

Pursuant to the authority provided in Section 160D of the North Carolina General Statutes, the County and City of Bessemer City hereby designate the Gaston County Historic Preservation Commission as a joint historic preservation commission to be governed by the statutory sections cited above and provisions set forth in the Gaston County Historic Preservation Commission Ordinance, as established in the Ordinance and Resolution creating the Historic Preservation Commission and its amendments, as found in Resolution 90-124, 91-26, and 93-308. The Commission shall have the authority to exercise, within the planning jurisdiction of City of Bessemer City all the powers and duties given to it by said statutes as well as the Gaston County Historic Preservation Commission By-Laws. These powers and duties shall include but are not limited to identification and designation of local historic districts and landmarks as provided in N.C. Gen. Stat. §160D, provided that any such designation be submitted to and approved by both the City of Bessemer City and the County. The Commission shall have the sole authority for issuing Certificates of Appropriateness for any designated landmark.

### **2. County Amendments to the Gaston County Historic Preservation Commission Ordinance**

If the County proposes any amendment to the Gaston County Historic Preservation Commission Ordinance, it will provide the City of Bessemer City written notice of the proposed amendment and provide the City of Bessemer City reasonable opportunity to review and comment on the proposed amendment before the County holds a public hearing on the amendment.

### **3. Funding Commission**

As established in the Ordinance creating the Historic Preservation Commission and subsequent amendments, the County will provide the staffing, materials, and funding it deems necessary to support the Commission's basic duties.

### **4. Termination of Agreement**

The City of Bessemer City may terminate this agreement by providing the County a 90-day written notice of its intent to terminate. The County may terminate this Agreement by

providing the Town with a 90-day written notice of its intent to terminate. Any landmarks within the jurisdiction of the City of Bessemer City after withdrawal from the Agreement become the responsibility of the City of Bessemer City, provided that it has passed an ordinance to create a local preservation commission. Landmarks in the jurisdiction of the City of Bessemer City with no preservation commission will be de-designated by the Gaston County Historic Preservation Commission.

**5. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and it supersedes any and all prior representations and agreements, whether oral or written, between the Parties. No such prior representations or agreements may be offered or considered to vary the terms of this Agreement, or to determine the meaning of any of its provisions.

**6. Severability**

In the event that any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding will not affect the remaining provisions of this Agreement.

**7. No Third-Party Beneficiaries**


This Agreement is binding upon all Parties hereto, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the Parties. No person or entity is intended to be a third-party beneficiary of the provisions of the Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or fight as a beneficiary or protected class under the Agreement.

**8. Rights of Third-Parties**


This Agreement is not intended to impair or expand the rights of any person or organization seeking relief against the County or the Town, or any officer or employee thereof, for their conduct or the conduct of any officer or employee. Accordingly, it does not alter legal standards governing any such claims by third parties, including those arising under state or federal law.

**9. Effective Date**

This Agreement shall become effective between the County and the City of Bessemer City after adoption by both the County Board of Commissioners and the governing body of the City of Bessemer City.

  
Becky S. Smith, Mayor



  
Hydeia Y. Hayes, City Clerk