

Inter-local Agreement for County Enforcement of Flood Hazard Prevention Ordinance within
Municipal Areas of the City of Belmont, North Carolina

**NORTH CAROLINA
GASTON COUNTY**

INTERLOCAL AGREEMENT

This agreement, made and entered into this ____ day of _____, 2019, by and between the city of Belmont, North Carolina municipal corporation, having a physical address of 115 North Main Street, Belmont, NC 28120 ("Municipality") and Gaston County, a North Carolina Political Subdivision, having a physical address of 128 West Main Avenue, Gastonia, North Carolina 28503 ("County").

WITNESSETH:

Whereas, the city of Belmont and County, pursuant to the authority granted by North Carolina General Statutes 160A-461, hereby agree as follows:

1. That the city of Belmont, NC contracts with the County to use the services of the Planning and Development Services Department of the County to administer the city of Belmont Flood Hazard Prevention Ordinance within the corporate limits and extraterritorial jurisdiction areas of city of Belmont NC.
2. That the services of County shall be performed at no cost to Municipality. However, should any claims arise out of the services provided by the County under this Agreement, the City agrees to indemnify and hold the County, its employees, agents, and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs, and attorney's fees resulting from any action brought against County, its employees, agents, contractors, and Commissioners as a result of these services performed on behalf of the Municipality.
3. That all fees and charges associated with administering the Flood Damage Prevention Ordinance ("Ordinance") as adopted by the Board of County Commissioners, shall be collected by the County, shall be the sole property of the County, and no part thereof shall be payable to the Municipality. A copy of said Ordinance is attached as Exhibit "A" and is incorporated herein by reference.
4. That all development take place within the Municipality's corporate or extraterritorial jurisdictional shall be subject to the rules and regulations set forth in the Ordinance. No building permits shall be issued for any property until the flood zone is determined and the necessary building standards are met. If the property is located within the one hundred (100) year floodplain and if the structure is to be constructed within the flood hazard area, as defined in the Ordinance, preliminary and final elevation certificates will be required.

5. That the County will use every effort to enforce the Ordinance, except that if any civil or criminal action becomes necessary, the Municipality shall bring any legal action as may be required to effectively enforce said Ordinance, upon written notice from County of such violations.
6. This Agreement shall continue until such time as Municipality or County resolves to discontinue the Agreement and presents six (6) months written notice to the other party of said termination or upon mutual agreement of both parties.
7. Gaston County shall adopt new Flood Hazard Prevention Ordinance(s) and updated Flood Insurance Rate Maps (FIRMs), as required by the Nation Flood Insurance Program (NFIP), to ensure continued participation in the program. In order to provide consistent enforcement of the Flood Hazard Prevention Ordinance (FHPO), the Municipality is required to adopt the County's FHPO and new FIRMs within the time constraints defined by the NFIP. Gaston County will advise the Municipality of any new map or ordinance adoption dates and other requirements set by the NFIP and provided copies of new County Flood Hazard Prevention Ordinances to Municipality not less than thirty (30) days prior to NFIP adoption requirement date(s). Failure of Municipality to adopt the County's FHPO and new FIRMS, within the time set by the NFIP, shall result in termination of this agreement.
8. Gaston County reserves the right to terminate this agreement at such a time that additional funding and or staff is required to provide the service to the Municipality.
9. This Agreement may only be modified in writing and executed by both parties.
10. The County will begin enforcement of the Flood Hazard Prevention Ordinance with in the Municipality upon execution of this agreement by both parties.

IN WITNESS WHEREOF, the city of Belmont NC has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and Gaston County has caused this Agreement to be signed by the Chair of the Board of Commissioners and attested by the Clerk of its Board and its Official Seal to be hereunto affixed, the day and year first above written.

City of Belmont, a North Carolina Municipal Corporation

Charles R. Martin

Charles R. Martin, Mayor

Jamie L. Campbell

Jamie Campbell, City Clerk
Belmont, NC

Approved as to form on behalf of the City of Belmont, North Carolina, this 4th day of February 2019

Seal



Gaston County

Tracy Philbeck, Chairman
Gaston County Board of Commissioners

Donna Buff, Clerk of the Board
of County Commissioners

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed this _____ day of _____ 2019.

Seal