

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: October 16, 2013

SUBJECT: Inter-Local Agreement with the Town of Columbus
Soil Erosion and Sedimentation Control Program

PRESENTER: Marcus Jones

ATTACHMENTS: Yes

- 1. Proposed Inter-Local agreement between Town of Columbus and Henderson County**

SUMMARY OF REQUEST:

The Town of Columbus has approached the Engineering Department regarding the possibility of contracting with the County to manage their Soil Erosion and Sedimentation Control Program. Considering the small volume of permits received by the Town over the past four years and possible inspection and complement assistance from the Town's Public Works Director, Engineering is confident this additional work can manage with existing staff and equipment. Also the Town proposes to reimburse expenses at 110%. Subsequently, the attached agreement was developed for Board and Council approval.

On September 19, 2013, the Town Council approved the Inter-Local Agreement pending approval from the County and North Carolina Department of Environment and Natural Resources (NCDENR). As with the County, the Town's program is delegated to them from NCDENR, and their Sedimentation Board will need to approve the agreement.

BOARD ACTION REQUESTED:

Approve the proposed inter-local agreement between Henderson County and the Town of Columbus to manage the Town's local Soil Erosion and Sedimentation Control Program.

Suggested Motion:

I move the Board approve the proposed inter-local agreement between Henderson County and the Town of Columbus to manage the Town's local Soil Erosion and Sedimentation Control Program.

**INTERLOCAL AGREEMENT BETWEEN TOWN OF COLUMBUS AND
HENDERSON COUNTY REGARDING ADMINISTRATION OF SOIL EROSION
AND SEDIMENTATION CONTROL ORDINANCE**

This agreement is made and entered into this the ___ day of _____, 2013, by and between the Town of Columbus, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as "TOWN," and Henderson County, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, hereinafter referred to as "COUNTY";

WHEREAS, pursuant to N.C. Gen. Stat. § 113A-60(a), TOWN has adopted an ordinance relating to soil erosion and sedimentation control, hereinafter referred to as the "Ordinance"; and

WHEREAS, preventing accelerated erosion and sedimentation is important to protect our water sources and public and private property; and

WHEREAS, environmental stability is crucial to ensure the economic and ecological strength of TOWN; and

WHEREAS, TOWN is subject to the state and federal environmental laws; and

WHEREAS, current TOWN staff are not trained to administer the Ordinance, but COUNTY staff have the expertise to administer soil and erosion control ordinances and are currently administering COUNTY's Soil Erosion and Sedimentation Control ordinance within all unincorporated areas of and four municipalities in Henderson County; and

WHEREAS, TOWN desires for COUNTY to administer the Ordinance within TOWN's corporate limits and COUNTY is willing to perform such administration on the terms set forth herein;

WITNESSETH that TOWN and COUNTY, pursuant to the authority granted by North Carolina General Statutes §160A-461, hereby covenant and agree as follows:

1. TOWN hereby contracts with COUNTY to use the services of COUNTY's Engineering Department to administer the Ordinance within TOWN's corporate limits. As such, COUNTY shall be deemed to serve as the Columbus Town Manager's designee for purposes of administering the Ordinance as is allowed by § 152.06 (Q) of the Ordinance.
2. TOWN shall provide assistance to COUNTY's enforcement officers whenever necessary.

3. All fees and charges associated with administering the Ordinance, shall be collected by TOWN and shall be the sole property of TOWN.
4. TOWN shall reimburse COUNTY for all documented costs incurred by COUNTY in the enforcement of the Ordinance plus a ten percent (10%) administration fee.
5. TOWN's Council shall hear all appeals under the Ordinance and a COUNTY enforcement officer shall attend any such Town Council hearing.
6. The initial term of this Agreement shall be for a period of six (6) months, commencing on the 1st day of _____, 2013, and terminating on the ____ day of _____, 2014. Either party may terminate the Agreement at the end of the initial term. Thereafter, this Agreement shall automatically renew for a successive six-month term at the end of each term unless notice is given by either party at least four (4) months prior to the end of the current six-month term that the party wishes to terminate the Agreement at the end of the current term. This Agreement may be terminated at any time upon mutual agreement of both parties.
7. Should any claims arise out of the services provided by COUNTY under this Agreement, TOWN agrees to indemnify and hold COUNTY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any action brought against COUNTY, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of TOWN that are the subject matter of this Agreement, except where such claims result from actionable acts of negligence by COUNTY.
8. COUNTY will use every effort to enforce the Ordinance, except that if any civil or criminal action becomes necessary, TOWN shall bring any legal action as may be required to effectively enforce said Ordinance, upon written notice from COUNTY of such violations. TOWN shall collect any civil penalties assessed pursuant to the Ordinance.
9. This Agreement may only be modified in a writing executed by both parties.

IN WITNESS WHEREOF, TOWN 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 COUNTY has caused this agreement to be signed in its name 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.

TOWN OF COLUMBUS

By Eric McClinton, Mayor

ATTEST Devon Stokombar, Clerk

HENDERSON COUNTY

By _____, Chair, Board of Commissioners

ATTEST _____, Clerk