

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF BUNCOMBE

FLOOD DAMAGE PREVENTION
BETWEEN BUNCOMBE COUNTY AND THE TOWN OF WEAVERVILLE

THIS AGREEMENT, made and entered into this _____ day of March, 2010, by and between the Town of Weaverville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter sometimes called "Town"), and the County of Buncombe, a body politic and corporate organized and existing pursuant to the laws of the State of North Carolina; (hereinafter sometimes called "County"):

WHEREAS, pursuant to N.C.G.S. § 153A-445 and § 160A-461, the County and Town may enter into an agreement to execute any undertaking performed by local governments; and

WHEREAS, pursuant to N.C.G.S. § 153A-445 and N.C.G.S. § 160A-461 the Town and County have decided to enter into an interlocal agreement for the County to administer and enforce the Town's Flood Damage Prevention Ordinance within the Town's zoning jurisdiction; and

WHEREAS by County Resolution No. _____ adopted on March 16, 2010 the Buncombe County Board of Commissioners approved and authorized the execution of this Agreement, and by motion made, seconded and unanimously adopted at the Town's February 15, 2010 regular meeting the Weaverville Town Council authorized and approved the execution of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the Town and County agree as follows:

1. The Town hereby contracts with the County for use of the County's Planning and Development Department to administer and enforce the Town's Flood Damage Prevention Ordinance ("Town's Ordinance") within the Town's zoning jurisdiction.
2. The County shall provide all necessary said services at no cost to the Town.
3. To the extent permitted by law and without waiving any governmental immunity available to the Town, the Town agrees to indemnify, defend and hold the County, its Floodplain Administrator and other employees, harmless from and against

any and all claims for liability, loss or injury, damages and expenses to persons or property, including costs and attorney fees, resulting from any claim or action brought against the County, its Floodplain Administrator and other employees, resulting from the County's administration of the Town's Ordinance on behalf of the Town, save and excepting there from any negligence of or by the County's Floodplain Administrator or other employees.

4. All fees and charges assessed by the Town associated with the administration and enforcement of the Town's Ordinance within the Town's zoning jurisdiction shall be collected by and be the sole property of the County. The Town agrees to take any and all steps to insure that the County shall be able to collect any and all fees, charges and/or civil penalties associated with the administration and enforcement of the Town's Ordinance within the Town's zoning jurisdiction. The Town agrees to adopt the same permitting fees and charges assessed by the County within the County for floodplain administration on an annual basis.

5. The Town agrees to adopt the necessary policies and/or practices to insure that no building permits, certificates of occupancy and like developmental permits will be issued for any property and/or development until the flood zone is determined and the standards of the Town's Ordinance are met. In addition, no subdivision plat shall be approved until the flood zone limits are shown on the plat and the FEMA map panel number is provided on the plat. Furthermore, the Town agrees not to issue a storm water permit for work that is to occur in the 100 year floodplain unless the flood information is provided to and said work is approved by the County.

6. The Town agrees that it will give the County six (6) months written notice addressed to the County Manager of its intent to cancel this Agreement and/or revoke the applicability of the Town's Ordinance in the Town's Jurisdiction. This Agreement may also be terminated upon mutual agreement of both parties.

7. This Agreement may only be modified in writing and executed by both parties.

8. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein.

9. The effective date of this Agreement is _____.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:

TOWN OF WEAVERVILLE

Shelby Shields, Town Clerk

Allan P. Root, Mayor

ATTEST:

BUNCOMBE COUNTY

Kathy Hughes, Clerk to the Board of
County Commissioners

David Gantt, Chairman
Board of County Commissioners

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____ Notary Public of the County and State aforesaid
certify that Shelby Shields personally came before me this day and acknowledged that
she is the duly appointed Clerk of the Town of Weaverville, and that by authority duly
given and as the act of the Town the foregoing instrument was signed in its name by its
said Mayor, sealed with its corporate seal and voluntary attested by herself as its Clerk.

Witness my hand and notarial seal this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____ Notary Public of the County and State aforesaid
certify that Kathy Hughes personally came before me this day and acknowledged that
she is the duly appointed Clerk of the Board of Commissioners of the County of
Buncombe, and that by authority duly given and as the act of the body politic the
foregoing instrument was signed in its name by its said Board Chairman, sealed with its
corporate seal and voluntary attested by herself as its Clerk.

Witness my hand and notarial seal this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____