

CONTRACT CONTROL SHEET

Contract Title: Interlocal Agreement for Enforcement Services of Gaston County Soil Erosion and Sedimentation Control Ordinance

Purpose: To provide enforcement services within the corporate boundaries of the ^{Town} City of Lowell, N. C. for Gaston County Soil Erosion and Sedimentation Control Ordinance

Department: Gaston County Natural Resources Department

Department Director sign-off: _____

Vendor: City of Lowell, N. C.

Vendor's Address: 101 West First Street Lowell N. C. 28098
Address City State Zip

Vendor's Contact Person & Phone #: Ben Blackburn, Manager Phone: 704-824-3518

MAILING INSTRUCTIONS: (X) MAIL TO VENDOR, OR () RETURN TO DEPARTMENT FOR ROUTING

Contract/Agreement Funded through: Contract/Agreement for:

() Federal Grantor _____% (X) Service () Equipment () Other: _____

() State Grantor _____%

() Local Funds _____%

() Other: User Fees 100 %

Contract/Agreement is:

(X) New

() Amendment-Original Contract #: _____

Responsible for payment of contract/agreement: () Renewal-Original Contract #: _____

N/A

Department Name _____ Project Number _____ Effective Date: _____

Account Number: _____ Termination Notice Date: _____

Expiration Date: _____

Fund	Dept.	Subdept.	Division	Account	Subacct

COMMENTS OR SPECIAL INSTRUCTIONS:

Paid by user fees collected by Gaston Natural Resources Department

Total cash outlay/capped amount: \$ _____

Frequency of payments: () Monthly () Quarterly

() Annual () Progress Billing

Other: _____

Record Retention Date: _____

Date by which agreement may be destroyed _____

Do Not Write Below This Line

County Attorney's Use Only:

Date approved as to form: _____ By: _____

Routed for Approval and Signature:

Finance Director for Pre-Audit Certification: _____

County Manager for Signature: _____

Clerk, Board of Commissioners (Attest &/or Notarize): _____ (Date)

No payment needed & p 4/5/03 (Date)
4/16/03 (Date)

INSTRUCTIONS ON BACK

Contract Control Number: 2003-139



GASTON COUNTY

P.O. Box 1578
212 W. Main Street
Gastonia, NC 28053-1578

County Attorney

Phone (704) 866-3194
Fax (704) 866-3972

June 05, 2003

Mr. Ben Blackburn, City Manager
Town of Lowell
101 West First Street
Lowell, NC 28098

SUBJECT: Interlocal Agreement For Enforcement Services Of Gaston County Soil
Erosion And Sedimentation Control Ordinance

Dear Mr. Blackburn:

Enclosed is a fully-executed original of the above-referenced agreement. The County has retained a copy of this document for its file.

If you have any questions, please do not hesitate to call Glenda Jones at the Natural Resources Department at 922-4181.

Very truly yours,

Kathleen M. Gadd (new)
Kathleen M. Gadd, Assistant County Attorney

Attachments

FELETTERTOVENDOR



County of Gaston

State of North Carolina

**RESOLUTION TITLE: GASTON NATURAL RESOURCES DEPARTMENT
CITY OF LOWELL'S ADOPTION OF THE GASTON COUNTY SOIL
EROSION AND SEDIMENTATION CONTROL ORDINANCE AND
INTERLOCAL AGREEMENT WITH GASTON COUNTY TO ENFORCE
THE ORDINANCE IN MUNICIPAL BOUNDARIES**

WHEREAS, the Gaston County Board of Commissioners unanimously approved the adoption of the Gaston County Soil Erosion and Sedimentation Control Ordinance at its meeting held November 14, 2002; and,

WHEREAS, the North Carolina Sedimentation Control Commission at its February 5, 2003 meeting unanimously delegated authority to Gaston County for implementation of a local Soil Erosion and Sedimentation Control Program effective April 1, 2003; and,

WHEREAS, Section 3, Jurisdiction - of the Gaston County Soil Erosion and Sedimentation Control Ordinance directs that "this Ordinance may later be adopted to also apply within other regions upon proper resolution duly adopted by the governing bodies of the respective regions and the Commissioners."

WHEREAS, pursuant to N. C. General Statutes 115A-122, a municipality may by resolution permit a county ordinance adopted pursuant to NC statutes to be applicable within the municipality; and,

WHEREAS, pursuant to N. C. General Statutes 160A-461, any unit of local government in this State may enter into contracts or agreements with each other in order to execute any undertaking; and,

WHEREAS, the City of Lowell adopted the Gaston County Soil Erosion and Sedimentation Control Ordinance and approved the Interlocal Agreement with Gaston County to enforce the Gaston County Soil Erosion & Sedimentation Control ordinance within the city jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that Gaston County Board of Commissioners enters into the Interlocal Agreement with the City of Lowell to enforce the Gaston County Soil Erosion and Sedimentation Control Ordinance within the municipality's jurisdictions.

BE IT FURTHER RESOLVED that the County Attorney is authorized to draft any necessary contracts and the County Manager/Designee is authorized to execute said contracts on behalf of Gaston County.

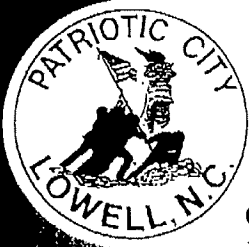
DO NOT WRITE BELOW THIS LINE

RESOL NO	DATE	M1	M2	CARPENTER	FLOYD	KEIGHER	LOFTIS	PRICE	TORBETT	WRIGHT	VOTE
2003-203	6/12/2003	PF	DL						AB		U

DISTRIBUTION: Glenda Jones, Natural Resources; Chuck Moore, County Attorney; Ron Courtney, Finance; Michael Halford, Budget/Purchasing

C:\My Documents\WPDOCS\Ero&SedControl\E&S-Resolution to Accept Lowell.wpd
ABS=ABSTAIN, U=UNANIMOUS

A=AYE, N=NAY, AB=ABSENT,



June 4, 2003

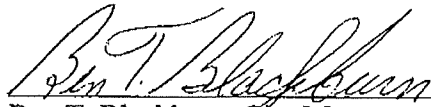
on June 12th Gordon

Gaston Natural Resources Department
11303 Cherryville Highway
Dallas, North Carolina 28034
Attn: Robert D. Gordon

Dear Mr. Gordon,

Please find attached the signed Resolutions to Adopt and Interlocal Agreements pertaining to the City of Lowell and Gaston County. If you should have further questions concerning this matter, please do not hesitate to call on me. I remain,

Respectfully,


Ben T. Blackburn, City Manager

BTB/

City of Lowell

101 W. First Street • Lowell, North Carolina 28098 • Phone: 704-824-3518 • Fax: 704-824-4700

CITY OF LOWELL

STATE OF NORTH CAROLINA

RESOLUTION TITLE: RESOLUTION TO ADOPT THE GASTON COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE AND APPROVE THE INTERLOCAL AGREEMENT WITH GASTON COUNTY TO ENFORCE THE ORDINANCE IN MUNICIPAL BOUNDARIES

WHEREAS, a major challenge facing our region is the protection of the quality of our water resources in the face of explosive growth; and

WHEREAS, construction runoff and urban stormwater are the primary non-point sources of pollution in Gaston County; and

WHEREAS, the costs poor sedimentation control include higher water treatment costs, dredging of intakes and reservoirs, degraded fish populations, and lower real estate values; and

WHEREAS, after examining the subject for over a year, the Quality of Natural Resources Commission presented recommendations at the April 2001 and February 2002 Commissioners Work Sessions for Gaston County to adopt a local erosion and sedimentation control program and for the County's Natural Resources Department to administer the program; and

WHEREAS, the City of Lowell supports the adoption of the Gaston County Soil Erosion and Sedimentation Control Ordinance by the Gaston County Board of Commissioners to be enforced by the Gaston County Natural Resources Department; and

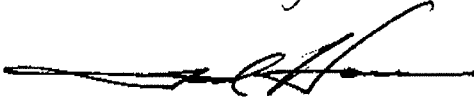
WHEREAS, pursuant to N.C. General Statutes 153A-122, a city may by resolution permit a county ordinance adopted pursuant to NC statutes to be applicable within the city; and

WHEREAS, pursuant to N.C. General Statutes 160A-461, any local government in this State may enter into contracts or agreements with each other in order to execute any undertaking.

NOW, THEREFORE, BE IT RESOLVED that the City of Lowell adopts the Gaston County Soil Erosion and Sedimentation Control Ordinance and approves the Interlocal

Agreement with Gaston County to enforce the Gaston County Soil Erosion and Sedimentation Control Ordinance within the city jurisdictions.

RESOLVED this the 13 day of MAY, 2003.



Ted Home, Mayor 5/23/03
Date

ATTEST:



Judy B. Colgate, City Clerk 5/23/03
Date

INTERLOCAL AGREEMENT

**NORTH CAROLINA
GASTON COUNTY**

**INTERLOCAL AGREEMENT FOR
ENFORCEMENT SERVICES OF
GASTON COUNTY SOIL EROSION
AND SEDIMENT CONTROL
ORDINANCE**

This Agreement made and entered into on the 19th day of June, 2003, by and between **GASTON COUNTY** a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as "County", and the City of Lowell, a municipal corporation having a charter granted by the State of North Carolina, hereafter referred to as "Municipality".

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

WHEREAS, the Municipality has requested that the County provide enforcement services within the corporate boundaries of the Municipality for Gaston County Soil Erosion and Sedimentation Control Ordinance; and,

WHEREAS, pursuant to N.C. General Statutes, Chapter 160A, Article 20 upon official request of the governing body of any municipality within the County, the Gaston County Board of Commissioners may by agreement exercise enforcement powers within said municipality and upon such direction may do so until such time as the Municipal governing body officially withdraws its request; and,

WHEREAS, the Gaston County Board of Commissioners upon approval of a resolution, and with written notice, may withdraw the offering of the service to the Municipality.

NOW, THEREFORE, it is agreed by the parties hereto that the County through the Gaston County Department of Natural Resources will provide enforcement services for Gaston County Soil Erosion and Sedimentation Control Ordinance in the corporate limits of the Municipality on the terms and conditions set forth below:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the Municipality to contract with the County for enforcement services for Gaston County Soil Erosion and Sedimentation Control Ordinance inside its

corporate limits and to confer to the County the necessary geographical and subject matter jurisdiction to carry out the intent of this Agreement.

2. **Term.** The term of this Agreement is April 1, 2003 through March 31, 2004. This Agreement shall automatically renew each year hereafter for successive one year terms unless terminated as provided herein.

3. **Responsibilities.**

A. **Municipality.** The Municipality agrees to:

- (1) allow the County to retain any fees or fines collected in accordance with the law;
- (2) defend all claims against it and its employees for incidents that occur prior to the date of this Agreement and indemnify and hold the County harmless from any judgments against it and said employees. The County agrees to defend all claims against the Municipality arising out of like incidents that occur from and after the date of this Agreement, and further agrees to indemnify and hold the Municipality, harmless from any judgments against the Municipality resulting therefrom, unless the County is not at fault.

B. **County.** The County through the County Department of Natural Resources agrees to:

- (1) provide enforcement services for Gaston County Soil Erosion and Sedimentation Control Ordinance;
- (2) seek civil and criminal enforcement of the law when necessary in the County's discretion.

4. **Geographic and Subject Matter Jurisdiction.** To the fullest extent permitted by the laws of the State of North Carolina and the United States, the Municipality hereby grants to the County the authority to enforce the Gaston County Soil Erosion and Sedimentation Control Ordinance as it now exists or as it may hereinafter be adopted within the Municipality's incorporated area, and the County accepts the authority herein granted and agrees fully and faithfully to perform the duties and responsibilities implied by the acceptance of the grant subject to the terms and conditions of this Agreement.

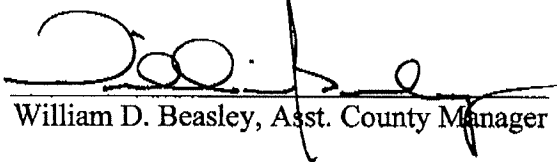
5. **Amendment.** This Agreement may only be amended in writing upon the signature of both parties. No oral agreements or resolutions shall have any effect.

6. **Entire Agreement.** This Agreement is the only agreement between the parties and contains all the terms agreed upon, and replaces any previous agreements regarding the subject matter. This Agreement has no effect upon enforcement of codes or

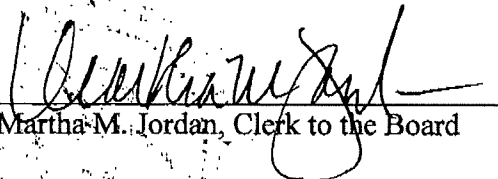
ordinances not specifically mentioned. If any part of this Agreement is held invalid such decision shall not render the document invalid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate for themselves for their duly authorized officers of the day and year first above written.

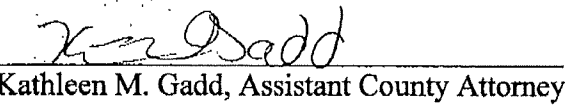
GASTON COUNTY

By: 
William D. Beasley, Asst. County Manager

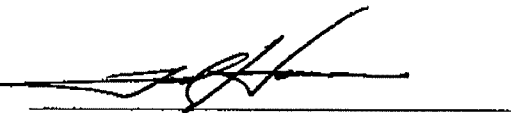
ATTEST:


Martha M. Jordan, Clerk to the Board

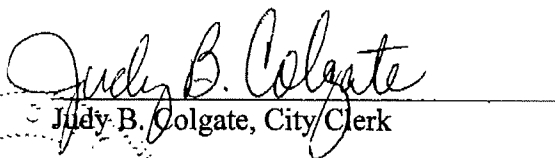
APPROVED AS TO FORM:


Kathleen M. Gadd, Assistant County Attorney

CITY OF LOWELL

By: 
Ted Horne, Mayor

ATTEST:


Judy B. Colgate, City Clerk

