

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**AGREEMENT FOR STORMWATER & WATER SUPPLY WATERSHED ENFORCEMENT &
ADMINISTRATION ASSISTANCE**

THIS AGREEMENT, made and entered into this the 24th day of September, 2010, by and between, the Henderson County, herein and after referred to as the Henderson County and the Town of Laurel Park, a duly incorporated North Carolina municipality within Henderson County, hereinafter "Municipality".

WITNESSETH:

WHEREAS Henderson County is a body politic protecting the water resources of Henderson County and promoting uniform enforcement of related regulations;

WHEREAS, management of stormwater is important to protect our water resources and public and private property;

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

WHEREAS, uniformed & centralized enforcement efforts in the County and its municipalities will provide for consistent procedures throughout the County;

WHEREAS Henderson County has the expertise and ability to enforce the regulations within the Municipality;

WHEREAS the Municipality is desirous of County enforcement of these regulations within the municipal jurisdiction.

NOW THEREFORE, for mutual consideration and promises, the Henderson County and the Municipality agree as follows:

1. Henderson County will enforce and administer the Municipality's stormwater and water supply watershed regulations within Municipality's boundaries including but not limited to:
 - a. Enforcement
 - b. Administration
 - c. Inspection
 - d. Investigation of complaints and violations
 - e. Review of plans and permit applications
2. Henderson County shall enforce the Municipality's ordinances regarding stormwater and water supply watershed (WSWS) protection, hereinafter "stormwater & WSWS regulations". Where there is a conflict between municipal law and state or federal law, the County shall follow the stricter of the regulations where legally possible. The Municipality shall not determine which law to follow where there is conflict with other law and any questions shall be directed to the Henderson County Office of the County Attorney.
3. The delegated county administrator, as designated by the County Manager, shall be responsible for administration and enforcement of the stormwater & WSWS regulations within the Municipality.

S/He and related staff shall have the authority to make decisions on the regulations within the Municipality. Appeals under the Municipal ordinance shall be heard by the appropriate Municipal appellate board. Other than in the instance of appeal the Municipal government shall not have the authority to mandate enforcement, administration or other duties described under Section 1.

4. The Municipality must notify the County of any amendments to its ordinance.
5. The Henderson County Manager, or their designee, is authorized to sign the contracts necessary for enforcement of the specified stormwater & WSWS regulations, or portions thereof, within the municipal jurisdiction.
6. Enforcement and administration of the stormwater & WSWS regulations will commence on the later date of either September 1, 2010 or upon approval by the County and applicable municipality.
7. In lieu of direct payment by the municipality, Henderson County shall retain all fees and fines collected to offset program costs. Additional and future costs of the program may be reimbursed by the Municipality upon later written consent of both parties. It is intended that the permit fees retained by the County will cover the cost of administration and enforcement.
8. Any criminal or civil penalties or injunctive relief under the specified stormwater regulations will be requested by Henderson County on behalf of the municipality.
 - a. These enforcement measures will be initiated by the applicable administrator in conjunction with the Henderson County Attorney's Office.
 - b. Any funds received from the enforcement and administration of the stormwater & WSWS regulations are retained by the County to offset enforcement costs.
 - c. The County has full discretion in determining any litigation, whether criminal, administrative, or civil, initiated by the County under the Municipal stormwater & WSWS regulations. The Municipality shall not make decisions regarding the litigation including but not limited to: initiation, type of case, penalties assessed, settlement, or litigation strategy.
9. Amendments, changes, deletions may be made to the Agreement upon the written consent of both parties.
10. This is the entire agreement between the parties and there are no terms, conditions, representations or warranties relating to the work to be performed hereunder which are not specifically set forth herein.
11. This Agreement shall run indefinitely unless terminated in writing by either party. The Agreement may be terminated with or without cause by either party with 120 days written notice to the other party.
12. This Agreement is expressly non-assignable without prior written consent and approval by the non-assigning parties. This Agreement may not be continued by a successor to either party without the prior written consent of the non-moving parties.
13. The singular of any term used in this Agreement shall include the plural, and the masculine shall include the feminine and vice versa.

14. The laws of the State of North Carolina shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.
15. If any of the provision contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such as invalidity, illegality or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
16. This Agreement gives no rights or benefits to anyone other than the County and the Municipality.

IN WITNESS WHEREOF, the Municipality and Henderson County have duly executed this agreement as of this the 24th day of September, 2010.

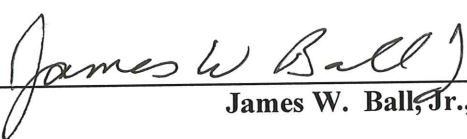
HENDERSON COUNTY

BY: 
Steve Wyatt, County Manager

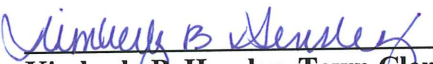
ATTESTED BY:

 [CORPORATE SEAL]
Clerk

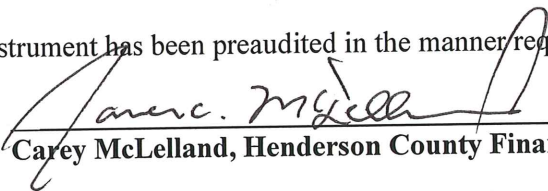
Municipality

BY: 
James W. Ball, Jr., Town Manager

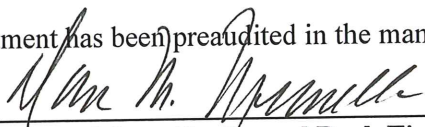
ATTESTED BY:

 [CORPORATE SEAL]
Kimberly B. Hensley, Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


Carey McLelland, Henderson County Finance Director

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


Dona M. Mennella, Laurel Park Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON Folk

I, Teresa L. Wilson, Notary Public for said County and State, certify that Steve Wyatt personally came before me this day and acknowledged that he is the County Manager for Henderson County, a body politic and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by himself as County Manager.

THIS the 24th day of September 2010

Teresa L. Wilson
Notary Public

My Commission Expires: 10/15/2011

[NOTARIAL SEAL]

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

MUNICIPALITY

I, Karen W. Wills, Notary Public for said State and County certify that James W. Ball, Jr., Laurel Park Town Manager, came before me this day and acknowledged that he/she is the Town Manager of the Town of Laurel Park, a municipal corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by her/himself as Town Manager.

THIS the 17th day of August, 2010

Karen W. Wills
Notary Public

My Commission Expires: Nov. 9, 2013

