NORTH CAROLINA

CHATHAM COUNTY

THIS INTERLOCAL AGREEMENT (this "Agreement"), made and entered into this 21 day of July, 2014, by and between **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina (the "County") and the **TOWN OF PITTSBORO**, a North Carolina municipal corporation located in Chatham County, North, Carolina (the "Town");

W I T N E S S E T H

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the County and the Town are authorized to enter into interlocal agreements to execute undertakings; and

WHEREAS, the Town has requested that County enforce (i) Federal, State, and County laws and regulations relative to the construction and occupancy of buildings and structures, (ii) County Ordinances related to fire prevention and protection, and (iii) the County Ordinance related to soil erosion and sedimentation control within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction; and

WHEREAS, the Town has adopted, or otherwise made enforceable, the ordinances, rules, and regulations the County has been requested to enforce within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction; and

WHEREAS, the County has agreed, subject to the terms and conditions of this Agreement, to enforce the County ordinances referred to above within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction; and

WHEREAS, the County and the Town wish to memorialize their agreement in writing with respect to the enforcement of such ordinances;

NOW, THEREFORE, in consideration of the benefits that will flow to their respective citizens from the duties and undertakings of this Agreement, the County and the Town agree as follows:

1. **Purpose**. The purpose of this Agreement is to provide for the enforcement by the County of certain Chatham County ordinances and other laws, rules, and regulations that the County is enforcing within Chatham County, within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction. No other ordinance, rule or regulation except those expressly set forth in this Agreement shall be enforced by the County within the corporate limits of the Town of Pittsboro.

2. **Adoption of Ordinances**. The Town represents and warrants to the County that all ordinances, rules, and regulations to be enforced by the County within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction pursuant to this Agreement have been adopted by the Town, or are otherwise enforceable within the

Town of Pittsboro and its extraterritorial jurisdiction, and that there is no impediment to the legal enforcement of the same by the County within the Town of Pittsboro and its extraterritorial jurisdiction, and that the County may collect its standard fees, fines, penalties, costs, and other charges for the enforcement of the same from the citizens and residents of Pittsboro, in like manner and to the same extent as it does for similar enforcement actions from the citizens and residents outside of the corporate limits of municipalities in Chatham County. The County agrees to cooperate with the Town to insure such County ordinances as well as other laws, rules, and regulations are enforceable within the Town and its extraterritorial jurisdiction, including, without limitation, the adoption of a joint resolution with regard to the enforcement of erosion and sedimentation programs pursuant to N.C. Gen. Stat. § 113A-60.

3. **County Ordinances to be Enforced Within the Corporate Limits of the Town of Pittsboro**. The County shall enforce the following rules, regulations, laws, and ordinances within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction to the same extent and in the same manner as it does within Chatham County outside of the corporate limits of municipalities:

   a. Building Code Enforcement. The County shall enforce all Federal, State of North Carolina, and Chatham County rules, regulations, and ordinances relating to the construction and occupancy of buildings and structures that the County is enforcing in Chatham County in areas outside of the corporate limits of municipalities within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction.

   b. Fire Prevention and Protection. The County shall enforce Chapter 93: Fire Prevention and Protection, of the Chatham County Code of Ordinances, within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction.

   c. Soil Erosion and Sedimentation Control. The County shall enforce Chapter 164: Soil Erosion and Sedimentation Control, of the Chatham County Code of Ordinances, within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction.

Appeals of any enforcement action taken by the County, including, without limitation, interpretations of any rules, regulations, laws, or ordinances enforced by the County under this Agreement shall be heard by the Town board or commission designated by the Town to hear such appeals or make such interpretations.

4. **Change in Ordinances**. In the event the County amends or otherwise changes any of the ordinances or its interpretation of any of the ordinances to be enforced under this Agreement, or enforces any such ordinances or rules, laws, and regulations in a materially different way than it is enforcing the same on the Effective Date of this Agreement (hereinafter specified), the County shall provide the Town not less than thirty (30) days prior written notice of such change and the Town shall either amend

its ordinance or take such other action is necessary to make the same effective within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction to conform them to the County change or changes, or terminate this Agreement within thirty (30) days of receipt of notice from the County. If the Town does neither the County shall have the right to terminate this Agreement at any time thereafter upon thirty (30) days written notice to the Town.

5. **County Collection of Fees.** The County shall collect the same fees, fines, penalties, costs, and other charges incident to enforcement of the ordinances from the citizens and residents of Pittsboro and its extraterritorial jurisdiction that it collects from citizens and residents of Chatham County residing outside of the corporate limits of municipalities. The County shall bill and collect such fees, fines, penalties, cost, and other charges in its own name, all and any of which shall be subject to increase, decrease, or change as and when they are changed for County residents.

6. **County Enforcement**. The County enforcement provided for in this Agreement shall include the issuance of permits, the making of inspections, the preparation for and participation in hearings and appeals, and similar actions and services incident to normal local government enforcement actions with respect to the ordinances, and other laws, rules, and regulation to be enforced by the County under this Agreement. In the event the County determines that it is necessary or advisable to retain attorneys or consultants with respect to any enforcement action, including, without limitation protests and challenges, it shall advise the Town, and the Town shall retain and pay for such attorneys or consultants, including, without limitation, all cost and fee incident to such enforcement action, or the defense of claims and lawsuits against the County or the Town incident to such enforcement action.

7. **Notice to Residents of Pittsboro**. The Town shall provide notice to its citizens and residents reasonably calculated to inform them that the County ordinances, and other laws, rules, and regulations specified in paragraph 3 above will be administered and enforced within the corporate limits of the Town and its extraterritorial jurisdiction by the County, and that they will be billed by the County for such services.

8. **Duration/Termination**. The term of this Agreement shall commence on the 21 day of July, 2014 (the "Effective Date") and, unless terminated as provided in Paragraph 4 hereof, shall exist and continue until one party shall have provided the other party not less than one hundred-eighty (180) days prior written notice of termination.

9. **Personnel**. Each party shall designate and appoint the personnel necessary to carry out its responsibilities under this Agreement.

10. **Amendment**. This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by both parties.

11. **Financing**. The Town shall pay for all cost it incurs under this Agreement, and, in addition, shall pay the County such fees, cost, and charges for inspections or permits required for Town owned property or facilities. The County shall pay for all cost it incurs under this Agreement. The County shall provide no services except as specifically set forth in paragraph 3 hereof. The Town hereby authorizes the County to collect from the citizens and residents of the Town of Pittsboro all fines, fees, penalties, cost and other charges it collects from citizens and residents living in the County and outside of incorporated municipalities. Such cost, fees, fines, penalties, and other charges are subject to change effective on the same date that they are changed for persons in the County jurisdiction.

12. **Notices**. All notices other correspondence given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or fees prepaid, addressed to a party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The parties shall be responsible for notifying each other of any change of address. Mailing addresses for parties are as follows:

If to County:	Chatham County Attention: County Manager Post Office Box 1809 Pittsboro, North Carolina 27312
If to the Town:	Town of Pittsboro Attention: Town Manager Post Office 759 Pittsboro, North Carolina 27312

13. **Miscellaneous**. This Agreement constitutes the entire agreement and understanding between the parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreement heretofore entered into between the parties with respect to the matters contained herein are merged in this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, and any action brought under or concerning this Agreement shall be brought and maintained in the Superior Court of Chatham County, North Carolina. The headings contained in this Agreement are solely for the convenience of the parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the parties and shall not be construed against one party or the other as a result of preparation,

substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties have hereunto fixed their hands and seals this the day and year first written above.

CHATHAM COUNTY

By: _____
Charlie Horne, County Manager

Attest: _____
Lindsay Ray, County Clerk

TOWN OF PITTSBORO

By: _____
Bryan Gruesbeck, Town Manager

Attest: _____
Alice F. Lloyd, Town Clerk

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