

STATE OF NORTH CAROLINA

ROWAN COUNTY

INTERLOCAL AGREEMENT FOR EROSION AND SEDIMENTATION CONTROL

This INTERLOCAL AGREEMENT FOR EROSION AND SEDIMENTATION CONTROL (this “Agreement”) is made and effective this _____ day of _____, 2025 (the “Effective Date”) by and between the County of Rowan, a political subdivision of the State of North Carolina and body politic, (the “County”), and the Town of Landis, a municipal corporation located in said County and State (the “Town”).

WITNESSETH

WHEREAS the County has adopted and enforces a Sedimentation and Erosion Control Ordinance; and

WHEREAS the Town has requested the County to administer and enforce the County’s Erosion and Sedimentation Control Ordinance within the Town and its extraterritorial jurisdiction (“ETJ”) as applicable, and the County has agreed to provide such services to the Town; and

WHEREAS the County and the Town, in order to set out the provisions and conditions under which said services will be provided to the Town by the County, have entered into this interlocal agreement as authorized by Chapter 160A, Article 20, Part I, and Chapter 160D, Article 1 of the General Statutes of North Carolina.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and intending to be legally bound hereby, the County and Town agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth in writing the terms and conditions upon which the County will furnish to the Town erosion and sedimentation control administration and enforcement services within the Town and its ETJ.
2. **Term.** This Agreement shall be for a period of one (1) year beginning upon the Effective Date, and it shall automatically renew from year to year unless one party shall give to the other written notice of its intention to terminate this Agreement at the end of the then-current term, such notice to be given at least ninety (90) days prior to the end of such then-current term.
3. **Services to be Provided.** The County will provide administration and enforcement of the County’s Erosion and Sedimentation Control Ordinance within the municipal limits of the Town and its ETJ, and in accordance with all requirements of State law and regulations related to the same.
4. **Responsibilities of the Town.** The Town shall ensure that all subdivision proposals and other proposed development in its planning jurisdiction, which have a disturbed area greater than or equal to one (1) acre, and/or which are otherwise required to implement sedimentation and/or erosion control plans pursuant to State law, submit an erosion and sedimentation control plan to the County. The County shall process all plans submitted to it pursuant to its ordinary review procedures and the parties shall reasonably cooperate as to any additional information or coordination between County and Town requirements which may be required.

- 5. **Compensation.** The County will receive and retain as its compensation for the services provided the Town under this Agreement all fees provided by law for such services.
- 6. **Amendments.** Any amendment to this Agreement shall be in writing and executed by the County and the Town.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed, and their corporate seals to be affixed by their duly authorized corporate officers, in duplicate originals, one of which shall be retained by each party, effective as of the Effective Date first above written.

(SEAL)

ROWAN COUNTY

Sarah Pack
Clerk to the Board

By _____
Greg Edds
Chairman, Board of Commissioners

(SEAL)

TOWN OF LANDIS

Madison Stegall
Town Clerk

By: _____
Meredith Bare Smith
Mayor