

AGREEMENT

This Agreement between WASHINGTON COUNTY, a political subdivision of the State of North Carolina and body politic, hereinafter referred to as "The County" and the TOWN OF CRESWELL, a North Carolina municipal corporation located in said county and state, hereinafter referred to as "The Town" is made on this 15th day of August, 1995 for the following purposes and mutual benefits:

WHEREAS the County enforces the North Carolina Building Code in accordance with the provisions adopted by the Building Code Council and the Commissioners of Insurance; and

WHEREAS the County has adopted and enforces a Flood Damage Prevention Ordinance, and the Town has adopted the same such ordinance but does not have the facilities for enforcing it; and

WHEREAS the Town has requested the County to extend its building and fire inspection program to include the Town, and to administer and enforce the Town's Flood Damage Prevention Ordinance within the Town, 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 authorized by Chapter 160A, Article 20, Part I of the General Statutes of North Carolina;

NOW, THEREFORE, the County and the Town agree as follows:

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, services of building code and fire code administration and enforcement as well as flood damage prevention administration and enforcement within the Town.

TERM

This Agreement shall cover the period of one year beginning with the date above written and shall be automatically renewed from year to year thereafter unless either the Town or the County 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 sixty (60) days prior to the end of such current term.

AUTHORIZATION

The Town shall appoint the County Building Inspector as the agent for the Town for purposes of carrying out the terms of this

Agreement.

SERVICES TO BE PROVIDED

The County will provide building code and fire code administration and enforcement services to the Town in accordance with the applicable North Carolina laws and regulations then existing. The County will also provide administration and enforcement of the Town's Flood Damage Prevention Ordinance.

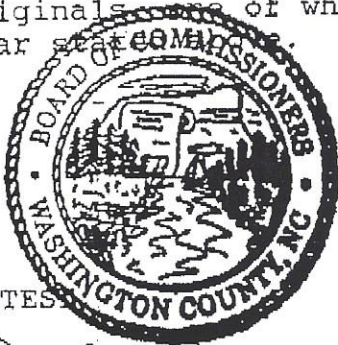
COMPENSATION

The County will receive and retain as its compensation for the services provided all applicable fees set in accordance with the County's Permit fee schedule as allowed by North Carolina law for such services. Furthermore, the Town shall pay for any expenses associated with any authorized condemnation and/or removal of property in connection with the terms of this Agreement.

AMENDMENTS

Any amendment to this Agreement shall be in writing and executed by the proper officials of both 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 is retained by each party, on the day and year stated above.



WASHINGTON COUNTY

By: C. D. Stokes
Chairman, County Board of Commissioners

ATTES:

John C. Akers
Clerk of the Board

THE TOWN OF CRESWELL

By: Reginald P. Phelps
Mayor

ATTEST:

Doris Oliver
Town Clerk