

RESOLUTION NO. 2024-12

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF DELPHI, INDIANA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELPHI AND CARROLL COUNTY, INDIANA CONCERNING FLOODPLAIN MANAGEMENT SERVICES

WHEREAS, the City of Delphi, Indiana (the "City") has adopted the Carroll County Flood Damage Prevention Ordinance (the "floodplain management regulations"); and

WHEREAS, Carroll County, Indiana (the "County") administers and enforces the floodplain management regulations through the County Floodplain Administrator and the County Board of Zoning Appeals; and

WHEREAS, the City wishes to enter into an Inter-local Agreement with the County for the County to provide services to administer and enforce the floodplain management regulations within the City's jurisdictional limits; and

WHEREAS, Indiana Code § 36-1-7, *et seq.*, permits Inter-local agreements by and between governmental entities;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Delphi, Indiana that:

Section 1. The form of the Inter-local Agreement between the City of Delphi and Carroll County concerning floodplain management services for the City of Delphi, a copy of which Agreement is attached hereto as **Exhibit A** and incorporated herein, is in all things approved.

Section 2. Pursuant to Indiana Code § 36-1-7-6, the full-executed Inter-local Agreement shall be recorded in the Office of the Carroll County Recorder and a copy thereof shall be filed with the State Board of Accounts within sixty (60) days of the Agreement taking effect.

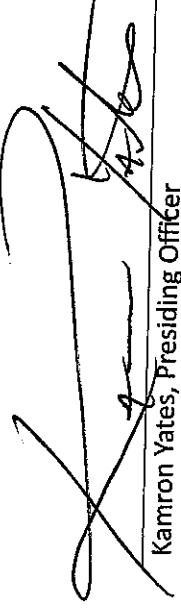
Adopted by the Common Council of the City of Delphi, Indiana on this 1st day of July, 2024.

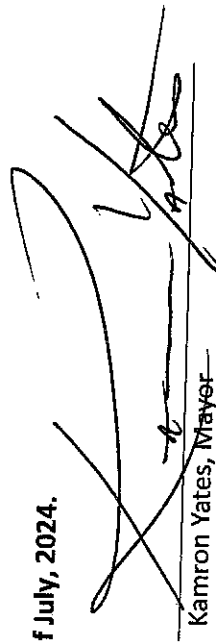
Passage by a Majority of the Common Council:


Attest: Julie Price, Clerk-Treasurer

Approved / Vetoed by me, the Mayor, on this 1st day of July, 2024.


Attest: Julie Price, Clerk-Treasurer


Kamron Yates, Presiding Officer


Kamron Yates, Mayor

**INTERLOCAL AGREEMENT
BETWEEN
BOARD OF COMMISSIONERS OF CARROLL COUNTY, INDIANA
AND
CITY OF DELPHI, INDIANA
CONCERNING FLOODPLAIN MANAGEMENT SERVICES FOR THE CITY OF DELPHI, INDIANA**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the Board of Commissioners of Carroll County, Indiana ("County") and the City of Delphi, Indiana ("City"). The County and City are hereinafter collectively referred to as ("Parties"). The Parties recite and declare as follows:

RECITALS

WHEREAS, the County and the City participate in the National Flood Insurance Program and are obligated by the Indiana Department of Natural Resources ("INDR") and the Federal Emergency Management Agency ("FEMA") to adopt, administer, and enforce floodplain management regulations within their respective jurisdictional limits to remain in good standing in the National Flood Insurance Program ("NFIP"); and

WHEREAS, pursuant to the rights and powers granted by I.C. 36-7-4, et seq., the City has adopted, in total, the Carroll County Flood Damage Prevention Ordinance (the "floodplain management regulations"); and

WHEREAS, the County administers and enforces the floodplain management regulations within the County's jurisdictional limits through the Carroll County Zoning Administrator, appointed as the County's Floodplain Administrator, and the Carroll County Board of Zoning Appeals ("County BZA"); and

WHEREAS, the City desires and requests the County to provide floodplain management services necessary to administer and enforce the floodplain management regulations within the City's jurisdictional limits, which are defined as the City's zoning limits, as amended from time to time; and

WHEREAS, the County is willing and able to provide such floodplain management services subject to the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this interlocal agreement pursuant to the authority of the Indiana statutes for interlocal cooperation and joint provision of services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the County and the City hereby agree as follows:

I. PURPOSE; PARTIES' RESPONSIBILITIES

1.1 Purpose of Agreement. Pursuant to I.C. 36-1-7-3, the purpose of this Agreement is to establish the responsibilities of the Parties and procedures whereby the County will provide specified services to administer and enforce the floodplain management regulations within the jurisdictional limits of the City.

1.2 Administration and Enforcement of Floodplain Management Regulations Defined. The Parties agree that the administration and enforcement duties contemplated by this Agreement are those *Interlocal Agreement – Floodplain Management Services
Carroll County Commissioners // City of Delphi*

duties that are necessary and appropriate to enforce the floodplain management regulations within the jurisdictional limits of the City, involving, in general, the duties of the Floodplain Administrator set forth therein, and other duties that shall generally and naturally stem from the City's participation in the NFIP, such as, with the cooperation of the City, undertaking appropriate actions, identified by INDR or FEMA to resolve matters related to maintaining the City's good standing in the NFIP.

The Parties expressly agree that, unless explicitly identified in writing by the City, the Floodplain Administrator will carry out the duties set forth in the floodplain management regulations under the same performance standards (e.g., professionalism, timeliness, etc.) set for the Floodplain Administrator's role in carrying out similar enforcement activities for the County.

1.3 Floodplain Administrator. The Parties agree to and hereby designate the Carroll County Zoning Administrator as the Floodplain Administrator for the City.

1.4 City's Responsibilities.

1.4.1 Participation in the NFIP. The City shall:

- (a) Be responsible to the NFIP for administration and enforcement of the floodplain management regulations within the jurisdictional limits of the City.
- (b) Upon request by INDR or FEMA, attend meetings and/or participate in telephonic and electronic communications related to the City's participation in the NFIP.
- (c) In coordination with the County, undertake appropriate actions identified in writing by INDR or FEMA as necessary to resolve matters related to continued participation in good standing in the NFIP.
- (d) Notify the Floodplain Administrator whenever the zoning limits of the City have been modified.

1.4.2 Support of Floodplain Administrator. The City shall:

- (a) Support the Floodplain Administrator in obtaining and preparing data and/or documentation relating to the administration and enforcement of the floodplain management regulations within the City's jurisdictional limits for submission to INDR or FEMA, upon request of the Floodplain Administrator.
- (b) In coordination with the Floodplain Administrator, support actions the Floodplain Administrator has deemed appropriate after events that damage buildings, to determine whether such buildings, if located in special flood hazard areas, have sustained substantial damage as such term is defined in the floodplain management regulations.

1.5 County's Responsibilities.

1.5.1 Floodplain Administrator Qualifications. The County shall be responsible for ensuring that the Carroll County Zoning Administrator obtains and maintains any training,

certifications, and/or other qualifications required by Indiana law and state and/or federal regulations in order to act as a Floodplain Administrator.

- 1.5.2 Administration and Enforcement.** The County, acting through the Floodplain Administrator, shall administer and enforce the floodplain management regulations within the City's jurisdictional limits throughout the term of this Agreement, and shall:
- (a) Maintain records identified in said regulations in a form and manner that allows production of records pertinent to the City upon request by the City, INDR, or FEMA.
 - (b) Upon request by INDR or FEMA, attend meetings and/or participate in telephonic and electronic communications related to the City's participation in the National Flood Insurance Program.
 - (c) With the cooperation of the City, undertake appropriate actions identified in writing by INDR or FEMA as necessary to resolve matters related to the City's continued participation in good standing in the National Flood Insurance Program.
 - (d) With the cooperation of the City, undertake actions the Floodplain Administrator has deemed appropriate after events that damage buildings, to determine whether such buildings, if located in special flood hazard areas, have sustained substantial damage as such term is defined in the floodplain management regulations.

1.5.3 Permitting. The County, acting through the Floodplain Administrator, shall have control over and be responsible for all Floodplain Development Permits issued to applicants within the jurisdictional limits of the City in accordance with the floodplain management regulations.

1.5.4 Appeals and Variances. The County, acting through the County BZA, shall be responsible for hearing and deciding appeals and requests for variances related to the floodplain management regulations that are received from applicants within the jurisdictional limits of the City.

II. SUPPLEMENTAL PROVISIONS

2.1 Reimbursement. As compensation for the County's services, the County shall collect and retain all revenues derived from permit and/or inspection fees generated within the City as well as filing fees for applications for appeals or variances related to the floodplain management regulations which are received from applicants within the City; such fees shall not exceed fees charged County residents for similar services.

2.2 Hold Harmless and Indemnification.

2.2.1 City. The City shall indemnify and hold the County harmless from any claim for personal injury or property damage including attorney fees resulting from the negligence of the City, its employees or agents under this Agreement. In the event that the County, its employees or agents were also negligent, then the City is relieved of its obligation to

defend the County, and the obligation to indemnify and hold harmless is limited to the amount representing the comparative share of negligence as between the City and County.

2.2.2 County. The County shall indemnify and hold the City harmless from any claim for personal injury or property damage including attorney fees resulting from the negligence of the County, its employees or agents under this Agreement. In the event that the City, its employees or agents were also negligent, then the County is relieved of its obligation to defend the City, and the obligation to indemnify and hold harmless is limited to the amount representing the comparative share of negligence as between the County and City.

2.2.3 Non-Waiver of Immunities and Tort Claims Statutory Requirements. By entering into this Agreement, neither party waives its immunity defenses or any other bar or limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the Indiana Tort Claims Act, as amended from time to time.

2.3 Administration and Enforcement of City's Zoning Code and Code of Ordinances.

2.3.1 City's Authority Unimpaired. This Agreement shall not impair the authority of the City to administer and enforce the Zoning Code and Code of Ordinances of the City of Delphi.

2.4 Modification. This Agreement may not be modified unless such modifications are in the form of a written amendment, executed by both parties.

2.5 Duration. This Agreement shall run for a period of one calendar year from the effective date and shall be automatically renewed annually for successive periods of one calendar year, subject to earlier termination provided herein.

2.6 Termination.

2.6.1 Notification of Termination. This Agreement may be terminated at the end of the initial term or any renewal term by written notice from either party to the other party delivered not less than ninety (90) days prior to the renewal date.

2.6.2 Transition Upon Notification of Termination. Upon notification of termination, the Parties shall concur on an appropriate transition that ensures adequate administration and enforcement of the City's floodplain management regulations, with particular attention to the delivery by the County to the City, of all records and data in its possession, regardless of the medium. Costs associated with delivery of records and data to the City shall be borne by the party requesting termination.

2.6.3 Reimbursement Owed at Time of Termination. Termination shall not affect the payment of any fees then owing to the County, which subsequently are owed as a result of enforcement actions concluded following the effective date of termination.

2.7 **Notices.** All notices, reports, and correspondence to the respective Parties shall be sent or delivered to the following locations:

County
Carroll County Commissioners
c/o Auditor of Carroll County
101 W. Main St.
Delphi, IN 46923

City
Mayor
City of Delphi
201 S. Union St.
Delphi, IN 46923

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

III. GENERAL PROVISIONS

- 3.1 **Severability.** In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.
- 3.2 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana and venue for any lawsuit shall be in the Carroll Circuit Court.
- 3.3 **Assignment.** This Agreement is not assignable by either party.
- 3.4 **Attorney's Fees.** In the event it is necessary for either party to utilize the service of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.
- 3.5 **Saving Clause.** Nothing in the Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, administrative rule or ordinance, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.
- 3.6 **Dispute Resolution.** The Parties agree that any dispute concerning this Agreement shall be attempted to be resolved by the Parties informally. If such resolution is not reached, the parties agree that, upon request of either party, the dispute shall be mediated under the Indiana Rules of Mediation or litigated if not successfully mediated.

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IN WITNESS WHEREOF, the Parties, through their duly authorized officers, have executed this Agreement on the respective dates shown below.

Dated: June 17, 2024

County
Board of Commissioners of Carroll County

William R. Brown
William R. Brown, Chairman

Steve Pearson
Steve Pearson, Vice Chairman

Loren Hylton
Loren Hylton

Attest:
Beth L. Myers
Beth L. Myers, Auditor of Carroll County

Dated: July 1, 2024

City
City of Delphi Common Council

Spencer Kingery
Spencer Kingery, President Pro Tempore

Cody Nelson
Cody Nelson

Denny Myers
Denny Myers

Erin Tubril
Erin Tubril

Doyle Moore
Doyle Moore

Karron Yates
Karron Yates, Mayor and Presiding Officer

Attest:
Julie A Price
Julie Price, Clerk-Treasurer