

NORTH CAROLINA
RUTHERFORD COUNTY

INTERLOCAL GOVERNMENT
AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of _____, 2019, by and between TOWN, a body politic of the State of North Carolina, (hereinafter referred to as "County"), and TOWN OF RUTHERFORDON, a body politic of the State of North Carolina, (hereinafter referred to as "Town");

WITNESSETH:

WHEREAS, Part 1 of Article 20 of Chapter §160A of the North Carolina General Statutes authorizes County and Town to enter into interlocal agreements in order to execute any undertaking on behalf of one another; and

WHEREAS, County requires the services of a person or persons authorized to make, and capable of making, periodic level III fire inspections of all buildings within County's jurisdiction; and

WHEREAS, Town has individuals on staff with the requisite knowledge, experience and resources to conduct routine level III fire inspections of all buildings within County's jurisdiction; and

WHEREAS, North Carolina General Statute §153A-353 authorizes County to request that the Town Board direct one or more Town building inspectors to exercise their powers within part or all of County's jurisdiction; and

WHEREAS, County has requested that the Town Board direct Town's fire inspectors to provide level III fire inspection services through the exercise of their powers within all of County's jurisdiction, and Town through its Board has agreed to provide such level III fire inspection services consistent with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

1. Town agrees to direct its fire inspectors to provide fire inspection services upon request of County, which include all level III fire inspections within the jurisdiction of County.
2. County is aware of fourteen (14) buildings within its jurisdiction that presently require level III fire inspections. County will deliver a list of the fourteen (14) buildings and properties presently requiring such inspection to Town and shall update that list from time to time as County becomes aware of any new such buildings and properties requiring such inspection (all current and future buildings and properties collectively hereinafter referred to as "Subject Buildings"). This list shall include: the name, address, and other contact information the County possesses for the owner of each Subject Building; the tax parcel ID number assigned the tract upon which each Subject Building is located; and the physical address for the Subject Building. The County shall also provide a copy of the most recent fire inspection for each Subject Building. The Town will set forth a schedule of Inspections and provide a copy of such schedule to the County. The County shall provide written notice to the Town for any Inspections not listed on the Town's schedule that the County should require, and the Town agrees to perform such requested Inspections within seventy-two (72) hours of receipt of said written notice from the County.
3. County staff may accompany, as an observer, the Town fire inspector during scheduled and unscheduled Inspections. The Town will notify the County of scheduled and unscheduled Inspections within 48 hours or as soon as practicable. If County staff are unable to accompany the Town, the Inspections will be conducted in the County's absence.

4. In providing services under this Agreement upon the request of County, Town will be administering and enforcing the requirements of (1) the North Carolina State Building Code and all volumes, appendices and amendments thereto, and (2) the North Carolina State Building Code: Fire Prevention Code and appendices as they pertain to all building inspection and fire inspection services for such buildings requested by County (the two collectively hereinafter referred to as "Code"). In the event that enforcement of the Code requires legal proceedings for any inspections performed by the Town, such proceedings may be instituted by Town upon County's behalf, and Town may call upon the services of the Sheriff and/or County Attorney as necessary at the cost of the County. County shall retain the right to institute such proceedings should it choose. All costs of such proceedings shall be paid by County.
5. The Town will provide copies of all Inspections to the County when any inspection activity occurs. The County shall be the custodian of all such Inspections. The Town shall release no records, reports, or information regarding any Inspection or other activity performed for the County without written consent by the County unless such release is required by law. In the event the Town reaches the conclusion that such release is required by law, it shall contact County and permit County such opportunity as possible to take legal action to prevent such release if the County so desires.
6. County shall retain administration and enforcement of the requirements of the Code as they pertain to all fire inspection services with the exception of those inspections as County requests Town's assistance pursuant to this Agreement.
7. County shall retain administration of its local code enforcement ordinances.
8. All fees collected by County shall be in accordance with its existing fee schedule, the relevant fees from which County shall include with each request to Town for building or fire inspection services. Town will complete all services once commenced even if the agreed fees do not cover the actual costs for such services. In such event, the Manager of both County and Town shall negotiate fair compensation to Town once the requested services are complete.
9. Town shall send invoice for services actually rendered to County by the tenth (10th) day of each month for any inspections provided by the Town the previous calendar month. County shall pay each invoice within thirty (30) days of receipt thereof to such address as Town may set forth in writing. The normal fee structure for this contract shall include any re-inspections and additional plan reviews made necessary as a result of code violations or plan deficiencies found during the initial inspection. The Town will continue to re-inspect until any code violations have been corrected.
 - a. Fee Schedule

B. Level III Fire Inspections inside the Rutherfordton Fire District	\$150
C. Level III Fire Inspections outside of the Rutherfordton Fire District	\$375
D. Level III Plan Review	\$150
E. Accompaniment of Level II Fire Inspections inside the Rutherfordton Fire District	\$50
F. Accompaniment of Level II Fire Inspections outside the Rutherfordton Fire District	\$200
G. Accompaniment of Level II Plan Review	\$50
10. Town agrees to receive and process from County all applications, associated fees and other materials and documentations necessary for Town to provide the services under this Agreement directly from County permit applicants or other customers of building and fire inspection services.

11. This Agreement shall become effective on the date hereof and shall continue through the thirtieth (30th) day of June, 2020. Either party may, with or without cause, terminate this Agreement upon thirty (30) days' written notice to the other party.
12. Town agrees to hire, maintain and supervise a sufficient fire inspection staff to timely and competently provide the services under this Agreement. Otherwise, nothing in the Agreement shall prevent Town from entering into mutual aid agreements with other local government entities to provide building or fire inspection services within its jurisdiction.
13. If at any time for any reason, Town can no longer hire, maintain or supervise sufficient fire inspection staff, Town shall notify County of the deficiency as soon as practical and the parties shall cooperate and mutually discuss an action to amend or terminate this Agreement.
14. Only to the extent required by NCGS §153A-353, all inspectors designated by Town to exercise the duties of the position in County in providing the services as provided for herein shall be treated as agents of County and Town shall not be responsible or liable for any claims against said persons or County.
15. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to Town or County, their governing boards, officers, employees, agents or anyone else having immunity due to their relationship with Town or County.
16. The terms of this Agreement may only be modified by a written mutual agreement signed by the parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written.

TOWN

By: _____ (seal)
Doug Barrick, Town Manager

Attest: _____ (seal)
Clerk

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

Thaddeus Hodge, Rutherfordton Finance Director

This form approved by:

Elizabeth Miller, Town of Rutherfordton Attorney

COUNTY

By: _____ (seal)
Steve Garrison, County Manager

Attest: _____ (seal)
Hazel Haynes, Clerk to the Board

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

Paula Roach, Rutherford County Finance Director

This form approved by:

Richard P. Williams, Rutherford County Attorney