



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
2016

Action Item # VI. - 4.

From:
Reggie Hucks Chief Code Administrator

Code Administration - Interlocal Inspections Agreement

Issue/Action Requested:

Request that the Board of Commissioners approve an Interlocal Agreement between the County of Brunswick and the Town of Sunset Beach.

Background/Purpose of Request:

The Town has requested the County to make available its building inspection services to the Town in time of expressed need for inspections requiring Level II or Level III certifications. The department can provide such services to and upon initial order from the Town, contingent upon Board approval of the attached agreement. The terms and conditions are similar to our other municipal agreements. Services will be made available immediately upon satisfactory execution of said agreement by both parties and shall remain active through June 30, 2017, and will be automatically renewed July 1st annually, unless canceled in accordance with the Agreement Provisions.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve an Interlocal Agreement between the County of Brunswick and the Town of Sunset Beach.

ATTACHMENTS:

Description

- Interlocal Inspections Agreement

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

AGREEMENT

This AGREEMENT, made this 19th day of January, 2016, between the County of Brunswick, a political subdivision of the State of North Carolina and body politic, hereinafter called the COUNTY, and the Town of Sunset Beach, a municipal corporation located in said county and state, hereinafter called the TOWN.

WITNESSETH

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

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

WHEREAS the TOWN has requested the COUNTY to make available its building inspection services to the TOWN in time of expressed need for inspections requiring Level II or Level III certifications, and the COUNTY has agreed to provide such services to and upon initial order from 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 an interlocal agreement as authorized by Chapter 160A, Article 20, Part I of the General Statutes of North Carolina;

NOW THEREFORE, the COUNTY and the TOWN agree that:

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 building code services within the TOWN pursuant to North Carolina General Statutes (NCGS) 160A-411 through 160A-438 with the exception of all materials and things relating to NCGS 160A(a)(4) and 160A-424. It is expressly understood between the parties that this Agreement in no way obligates the County to undertake those responsibilities in NCGS 160A-441 through 160A-450.
2. **Term.** Services will be made available immediately upon satisfactory execution of said agreement by both parties herein and shall remain active through June 30th, 2017, and will be automatically renewed July 1st annually, unless cancelled in accordance with the Agreement Termination provisions below.
3. **Agreement Termination.** This agreement may be terminated at any time by either party whereby one party shall give to the other written notice of its intention to terminate the agreement. Any such notice shall be given at least ninety (90) days prior to proposed termination date, unless both parties agree to mutual termination of agreement on an earlier date.

4. Services to be Provided.

- a. The COUNTY shall be responsible for issuing all permits and collecting all fees and charges from the applicant associated with the issuances of said permits.
- b. Each party shall pay all necessary personnel, administrative, legal, and other costs associated with the duties and responsibilities assumed and performed by such party under this Agreement.
- c. The COUNTY will provide building code services to the TOWN as needed and as requested for specific projects in accordance with the applicable North Carolina laws and regulations.
- d. The COUNTY shall only conduct inspection services upon an initial order by the TOWN.
- e. It is understood that the TOWN will only initiate a request for services whereby the COUNTY can exercise its inspection services over the entire inspection being requested.
- f. The COUNTY shall remit copies of all inspection records and documentation associated with the requested inspection or project to the TOWN at the completion of the inspection or upon request.

5. Criminal Actions. COUNTY shall cooperate with TOWN in the persecution of criminal and/or civil actions relating to violations of the North Carolina State Building Code and/or TOWN ordinances. It is the understanding of the parties hereto that it shall be in the discretion of the TOWN to prosecute any said violations occurring within the TOWN's corporate limits and Extra-Territorial Jurisdiction (ETJ). TOWN shall bear all costs associated with enforcement.

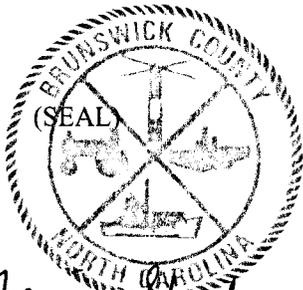
6. Compensation. The COUNTY will receive and retain as its compensation for the services provided the TOWN under this agreement all fees provided by law for such inspection services, as set by the COUNTY.

7. Amendments. Any amendment to the agreement shall be in writing and executed by the COUNTY and the TOWN.

8. Severability. This agreement constitutes the entire understanding of the parties.

- a. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.
- b. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason invalid, unlawful or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

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 part, the day and year first above written.



Attest Margie Stephenson
Clerk to the Board

County of Brunswick

By Gott Pellegris
Chairman, Board of Commissioners

(SEAL)

Town of Sunset Beach

Attest _____
Town Clerk

By _____
Mayor/Manager

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COUNTY OF BRUNSWICK**

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(SEAL)

County of Brunswick

Attest _____
Clerk to the Board

By _____
Chairman, Board of Commissioners

(SEAL)

Town of Sunset Beach

Attest _____
Town Clerk

By _____
Mayor/Manager