

**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

AGREEMENT

This AGREEMENT, made this _____ day of _____, 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 and the COUNTY has agreed to provide such services to and upon 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 by the County.

- 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 inspection 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 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 COUNTY will only perform inspection services related to enforcement of the North Carolina Building Code.
- f. The COUNTY shall remit copies of all inspection records and documentation associated with all inspections to the TOWN at the completion of the inspection or upon request.

5. Services to be provided by the Town

- a. 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 project being requested.
 - b. If the Town wishes the County to provide limited inspection services for any projects that the Town has already issued building permits as of the effective date of this agreement, then the Town and County will need to enter into case specific agreements for each project or group of similar projects, with all such agreements containing a clause whereby the Town indemnifies, defends and holds harmless the County from any and all claims, costs, losses, liabilities, damages, fines, and expenses of any nature(including, without limitation, reasonable attorneys' fees and costs.)
- 6. Criminal Actions.** COUNTY shall cooperate with TOWN in the prosecution 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.
- 7. 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.
- 8. Amendments.** Any amendment to the agreement shall be in writing and executed by the COUNTY and the TOWN.
- 9. 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.

(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