

NORTH CAROLINA

INTERLOCAL AGREEMENT - BUILDING INSPECTIONS

PAMLICO COUNTY

THIS INTERLOCAL AGREEMENT, made and entered into this 5th day of May, 2020 by and between PAMLICO COUNTY, a body politic and corporate of the State of North Carolina and the TOWN OF ORIENTAL, a municipal corporation of the State of North Carolina.

WITNESSETH:

ARTICLE 1

**Definitions**

1.1 “Agreement” – means and refers to this Interlocal Agreement, and any amendments hereto.

1.2 “County” – means and refers to Pamlico County, a body politic and corporate of the State of North Carolina.

1.3 “Ordinance(s)” – means and refers to the Town’s minimum housing ordinance, nuisance abatement ordinance, zoning ordinance, and any other ordinance containing building standards for residential and/or commercial structures, as applicable. This term does not mean and refer to the Town’s flood damage prevention ordinance.

1.4 “Town” – means and refers to the Town of Oriental, a municipal corporation existing by virtue of the laws of the State of North Carolina.

ARTICLE 2

**Recitals**

2.1 Town does not currently operate a building inspections department, but does enforce and administer regulations governing building standards and land use within its municipal limits.

2.2 County has established a building inspections department, and provides these services to local municipalities upon request.

2.3 The parties therefore enter into this Agreement to allow the County’s Inspections Department to inspect structures in the Town for compliance with the Ordinances and the County’s building code.

2.4 This Agreement supersedes and replaces any previous Agreements between the County and the Town with regards to the provision of building inspection services by the County to the Town.

ARTICLE 3  
**Purpose of Agreement**

The purpose of this Agreement is to set forth the mutual responsibilities and duties of the parties as to building inspections to be performed by the Pamlico County Building Inspections Department within the Town.

ARTICLE 4  
**Authority**

This Agreement is executed pursuant to the authority granted by:

4.1 Chapter 160A, Article 20 “Interlocal Cooperation”, Part 1 “Joint Exercise of Powers” of the North Carolina General Statutes;

4.2 Chapter 160A, Article 19 “Planning and Regulation of Development,” Part 1 “General Provisions,” and Part 5 “Building Inspection” of the North Carolina General Statutes; and

4.3 N.C. Gen. Stat. §§ 160D-202, -1102 (Effective January 1, 2021)

ARTICLE 5  
**Responsibilities of County**

County agrees as follows:

5.1 County shall direct its building inspectors to exercise their powers within the Town’s jurisdiction, which jurisdiction includes both the municipal boundaries of the Town and the Town’s area of extraterritorial jurisdiction.

5.2 County’s building inspectors are hereby empowered to exercise their powers as requested, and will enforce the County’s building inspection code, and assist in the enforcement of the Town’s Ordinance(s), as such may be amended from time to time. Provided, however, the County’s assistance in the enforcement of the Ordinance shall be limited to only those sections that pertain to a building inspector’s duties, obligations and authorities thereunder, and only upon specific request.

5.3 Notwithstanding anything to the contrary contained herein:

A. County shall not issue a building inspections permit until it has received in writing from the Town confirmation that all the Town’s rules, regulations, ordinances and requirements that are not the duty of the County to inspect pursuant to this Agreement have been met, and that any applicable permits have been issued.

- B. County shall not issue a temporary certificate of occupancy, nor a certificate of occupancy, until it has received in writing from the Town confirmation that all required permits are still in full force and effect, and if applicable, that a certificate of zoning compliance has been issued.
- C. County and its building inspectors shall not be required to perform any other service for Town other than building inspection, and assistance in enforcement of the Town's Ordinance(s), unless otherwise agreed to and accepted by the County. Such additional services that must be accepted by the County include but are not limited to zoning, subdivision regulations, and any other land use regulations.

5.4 For services provided by the County to the Town hereunder, the County shall be reimbursed as follows:

- A. Building Inspector Services under N.C. Gen. Stat. Ch. 153A, Art. 18, Part 4 and/or N.C. Gen. Stat. Ch. 160A, Art. 19, Part 5
- B. Building Inspector Services under N.C. Gen. Stat. Ch. 160D, Art. 11 (Effective January 1, 2021) .
- C. Designee Services under Town's Flood Damage Prevention Ordinance or any other floodplain regulation.

County shall keep in force a schedule of fees for building inspection services, and is solely entitled to retain said fees. County's schedule of fees for building inspection services provided hereunder shall not exceed the County's schedule of fees for such services provided by it outside of any incorporated municipality. Other than said fees, Town shall not be required to compensate or otherwise reimburse the County for the such services.

- D. Building Inspector Services Under the Ordinance(s).

County shall invoice Town for the hours and mileage that the building inspector incurs in fulfilling the terms of this Agreement related to the enforcement and administration of the Ordinance(s). County shall invoice Town monthly, which shall be due within 15 days of the same, for all building inspector fees on an hourly basis. The current fees for the building inspector are \$30.00 per hour, plus the federal reimbursement rate for mileage as promulgated by the Internal Revenue Service at the time the service is rendered, subject to any changes in the future, which change may be made unilaterally by the County. Any change in the hourly fee and/or current mileage reimbursement shall be communicated to the Town by the County at least 30 days prior to the effective date of the change.

Further, County shall invoice the Town, as set out immediately above, for all other costs and expenses related to the enforcement of the Ordinance(s), including but not limited to administrative costs, filing fees, publication costs, copies, postage, costs for service of process, expenses paid to third parties, and legal fees.

5.5 The Town shall have the right to refuse building inspection services should the hourly fee and/or mileage reimbursement exceed an amount that the Town cannot fiscally manage.

5.6 County shall take all steps and actions necessary to achieve the purposes of this Agreement.

## ARTICLE 6 Responsibilities of Town

Town agrees as follows:

6.1 Town hereby authorizes and empowers County and its building inspectors to enforce County's then-current building code within the municipal limits of the Town, as well as within the area of extraterritorial jurisdiction of the Town.

6.2 Town shall promptly respond to any and all requests of County regarding verification of compliance by an applicant of all of the Town's rules, regulations, ordinances and permits.

6.3 Town shall assist County and its building inspectors in the identification of structures and enforcement of the Town's flood damage prevention ordinance and all other Ordinance(s).

6.4 In the enforcement of the Ordinance(s) by the County, Town shall be responsible for the following:

A. All administrative assistance related to County's obligations hereunder. Such administrative assistance includes but is not limited to identifying properties for investigation and enforcement, scheduling hearings, providing notice to interested parties, legal publications, title searches as may be necessary, and the provision of office space to conduct hearings;

B. Any abatement or other improvements or physical alterations to any property covered by the services provided hereunder, and shall be solely responsible for the costs related to the same;

C. Filing any claims of lien, and collection and/or enforcement of the same;  
and,

D. Prosecuting or defending any appeal filed by an aggrieved party.

E. Maintaining all files, records, proceedings and other documentation.

6.5 Town shall take all steps and actions necessary to achieve the purposes of this Agreement.

ARTICLE 7  
**Term and Termination**

7.1 This Agreement is perpetual and may be terminated by either party for cause on sixty (60) days' advance written notice.

7.2 Unless otherwise agreed to by the parties, and except as otherwise stated herein, this Agreement may be terminated only in accordance with the procedures set forth in N.C. Gen. Stat. § 160A-360(g) (Effective until December 31, 2020) and in N.C. Gen. Stat. § 160D-202(i) (Effective January 1, 2021).

ARTICLE 8  
**Miscellaneous**

8.1 Entire Agreement Modification: This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

8.2 Severability: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

8.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

8.4 Assignment: Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

8.5 Covenant of Further Assurances: The Parties agree that from and after the date of execution of this Agreement, each upon the request of the other, take such actions as may be reasonably required to carry out the purpose and intent of this Agreement.

8.6 Headings: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

8.7 Multiple Originals: This Agreement may be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.8 Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

8.9 Consideration: The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

**IN TESTIMONY WHEREOF, PAMLICO COUNTY** has caused this instrument to be executed in its name by the Chairman of its Board of Commissioners, attested by the Clerk to said Board, and its seal to be hereunto affixed all by order of said Board of Commissioners duly given; and,

**IN TESTIMONY WHEREOF, TOWN OF ORIENTAL** has caused this instrument to be executed in its name by its Mayor, attested by the Town Clerk, and its seal to be hereunto affixed all by order of its Town Council duly given, all as of the day and year first above written.

**PAMLICO COUNTY**

\_\_\_\_\_  
Chairman

Attest:

Clerk: \_\_\_\_\_

[County Seal]

**TOWN OF ORIENTAL**

\_\_\_\_\_  
Mayor

Attest:

Clerk: \_\_\_\_\_

[Town Seal]

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

\_\_\_\_\_  
Town of Oriental Finance Officer