STATE OF NORTH CAROLINA

BUILDING AND FIRE INSPECTIONS SERVICES AGREEMENT

COUNTY OF CHATHAM

This Agreement is made and entered into as of this the 26th day of January, 2019 by and between the County of Chatham, a body politic and corporate of the State of North Carolina, organized and existing under the laws of the State of North Carolina (hereinafter referred to as “County”) and the Town of Siler City, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereinafter referred to as “Town”).

WITNESSETH:

WHEREAS, the Governing Bodies hereby find and declare that interlocal cooperation for building and fire inspection services is a necessity in that such cooperation allows for increased uniformity in the enforcement of the North Carolina State Building Code, development of consistent goals and objectives, more efficient coordination, administration and delivery of inspection services; and that as a result, the public health, safety, and welfare will be better served by the implementation of this Agreement.

NOW THEREFORE, for and in consideration of sums to be paid as provided herein and the performance of the terms and conditions contained in this Agreement, the sufficiency of which is hereby acknowledged by both parties, said parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide cooperation for building and fire inspection services and to provide for the administration necessary to effectuate that endeavor.

Section 2. Definitions. The words defined in this section shall have the following meaning when used in this Agreement, unless otherwise defined or explained hereafter:

A. “Applicable Codes” means and is limited to the following portions of the N.C. State Building Code: Building, accessibility, Plumbing, Mechanical, Electrical, Fuel Gas, Energy, Existing Buildings, Fire Prevention and Residential Codes and the North Carolina Administration and Enforcement Required. “Applicable Codes” pursuant to this Agreement do not include local residential housing codes, minimum housing codes, or condemnation processes, all of which shall be enforced solely by the Town. The County will be available to assist with such enforcement on a case by case basis, subject prior agreement between the Town and the County.

B. “County” shall mean the County of Chatham.
C. "Inspections Department" means the County of Chatham Central Permitting. The Inspections Department shall employ or contract with building and fire inspectors certified by the State of North Carolina to meet the minimum qualifications to perform respective inspections activities.

D. "Inspection Services" includes review of building plans, issuing or denying permits, making necessary inspections, issuing or denying certificates of compliance, issuing orders to correct violations, maintaining and effectuating fire inspections program to meet the State mandated minimum inspection schedule, and ensuring that records are kept and maintained by the County according to the applicable General Statutes. "Inspection Services" also include other inspection related services mutually agreed to by the parties. The County shall attend and participate when possible at pre-development meetings relevant to these services and provide technical assistance with local residential housing codes, minimum housing codes, and condemnation processes when possible.


F. "Town" shall mean the Town of Siler City.

Section 3. Services Provided by Inspections Department. The Inspections Department shall provide to the Town, Inspection Services for Applicable Codes in the territorial boundaries of the Town and its extraterritorial jurisdiction (ETJ). The Inspections Department shall provide such management, planning, regulatory, and administrative and support services as are reasonably necessary to provide Inspections Services.

Section 4. Compensation and Payment. Compensation for Inspections Services provided pursuant to this Agreement shall be recovered through a schedule of fees collected by the County from the sale of the permits issued. All fees collected shall be retained by the County.

Section 5. Legal Representation and Liability. The County shall provide legal support and representation for the County for all enforcement actions taken by the Inspections Department on behalf of the Town on issues arising from enforcement actions taken within and on behalf of the Town’s jurisdiction by the Inspections Department. The Town shall reimburse the County for all reasonable attorneys’ fees and cost incurred related to any enforcement action taken under this Agreement.

Section 6. Indemnification. To the fullest extent allowable by North Carolina law, County shall have no liability regarding such enforcement actions and Town shall hold County harmless for any and all claims, liabilities, losses, damages, costs, or expenses arising out of, or relating to, the provision of services provided by the Inspections Department to Town hereunder, except for those acts caused by the sole negligence of the Inspections Department. Town and County waive special, incidental, indirect, or consequential damages, including lost profits, good will, revenues or savings, for claims, disputes or other matters in question arising out of or relating to this Agreement. This limitation of liability will survive the expiration or termination of this Agreement.
Section 7. Term of Agreement, Amendment and Termination. The Term of this Agreement is one year. This Agreement may be amended from time to time upon the mutual consent of Town and County expressed in writing. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Termination shall not relieve Town of financial obligations incurred prior to termination. This agreement supersedes any and all prior contracts between the Town and County for inspection services.

Section 8. Documents and Records. Town shall furnish or cause to be furnished to Inspections Department all such reports, data, studies, plans, specifications, documents, or other information deemed necessary by Inspections Department for proper performance of Inspections Department’s services. Inspections Department may rely upon the documents so provided in performing the services required under this Agreement; provided however, County assumes no responsibility or liability for their accuracy.

Section 9. No Third-Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.

Section 10. Severance Clause. In the event that any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

Section 11. Entire Agreement. This Agreement represents the entire agreement between County and Town and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument signed by County and Town.

Section 12. Notices. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: Town of Siler City
    Physical Address:
    311 North Second Avenue
    Siler City, NC 27344
    Mailing Address:
    P.O. Box 769
    Siler City, NC 27344
    Attn: Town Manager
TO: County of Chatham
   Physical Address:
   12 East Street
   Pittsboro, NC 27312
   Mailing Address:
   P.O. Box 1809
   Pittsboro, NC 27312
   Attn: County Manager
   County Attorney's Office
   Physical Address:
   12 East Street
   Pittsboro, NC 27312
   Mailing Address:
   P.O. Box 1809
   Pittsboro, NC 27312

With Copy to:

Either party to this Agreement may change its designated person or designated address at any
time and from time to time by giving notice of such change to the other party in the manner above set
forth.

Section 13. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of
the State of North Carolina. The North Carolina State Courts located in Chatham County, North Carolina
shall have jurisdiction to hear any dispute under this Agreement and legal or equitable proceedings by
either party must be filed in Chatham County, North Carolina.

Section 14. Mediation. Any claim, dispute, or other matter in question arising out of or related
to this agreement shall be subject to mediation as a condition precedent to the institution of legal or
equitable proceedings by either party. The parties agree that the mediation will be conducted and
governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in
Superior Court Civil Actions and the North Carolina General Statutes. The parties shall share the
mediators' fee and any mediation filing fees equally. The mediation shall be held in Chatham County,
unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable
as settlement agreements in any court having jurisdiction thereof.

Section 15. Independent Contractors. The relationship of the parties established by this
Agreement is solely that of independent contractors, and nothing contained in this contract shall be
construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii)
constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or
common undertaking; (iii) make either party an agent of the other for any purpose whatsoever; or (iv)
give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of
the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the parties that
may arise under the law or under the terms of this Agreement.
Section 16. Equal Opportunity. County is an equal employment opportunity employer, and the provisions and affirmative action obligations of 41 CFR Sect. 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference where applicable.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives or officers have executed this Agreement as to the date and year first above written.

COUNTY OF CHATHAM

By:  

[Signature]

Dan LaMontagne, Interim County Manager

ATTEST:

[Signature]

Lindsay Ray, Clerk

TOWN OF SILER CITY

By:  

[Signature]

John Grimes, Mayor

ATTEST:

[Signature]

Jennifer Johnson, Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget & Fiscal Control Act.

[Signature]

Roy Lynch, Finance Director

Town of Siler City

This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki S. McConnell, Finance Officer