

**INTERLOCAL GOVERNMENT
BUILDING INSPECTORS AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____ 2018, by and between the Town of Nags Head, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as “Nags Head”), and the Town of Kill Devil Hills, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as “Kill Devil Hills”);

WITNESSETH

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes Nags Head and Kill Devil Hills to enter into interlocal government agreements to execute any undertaking on behalf of one another; and

WHEREAS, North Carolina General Statute 160A-413 authorizes Kill Devil Hills to request that the Nags Head Board of Commissioners direct one or more Nags Head building inspectors to exercise their powers within part or all of Kill Devil Hills’s jurisdiction; and

WHEREAS, there is the need by Nags Head and Kill Devil Hills for technical supervision of probationary status inspectors of the respective local governments when a vacancy occurs due to retirement or resignation of inspectors until replacements can be hired by the local governments; and

WHEREAS, there is a desire for building inspection services in Kill Devil Hills in the event a Kill Devil Hills building inspector is unavailable due to vacation, illness, training or other reasons; and

WHEREAS, Nags Head, as part of its training and certifications, is in need of opportunities for its inspectors to inspect construction projects classified as level 3 residential and commercial occupancy, for the purposes of completing North Carolina Department of Insurance certification criteria for level 3 certificates in all building trades; and

WHEREAS, Kill Devil Hills currently has level 3 occupancy residential and commercial structures under construction, which Nags Head inspectors may inspect and review during the construction of these structures;

NOW THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties do hereto agree to the following:

1. Both parties will provide technical supervision to probationary status employees of either party due to a vacancy of a certified inspector until such time a replacement inspector with appropriate certifications to provide technical supervision to probationary status inspectors is hired.
2. Nags Head agrees to provide building inspection services, including all building, electrical, plumbing, fire and mechanical inspections within Kill Devil Hills's jurisdiction when Kill Devil Hills inspectors are unavailable.
3. In providing services under this Agreement, Nags Head will be administering and enforcing the requirements of the North Carolina State Building Code and all volumes, appendices and amendments thereto of the North Carolina Building Code, Fire Prevention Code, and appendices. In the event that enforcement of the code requires legal proceedings, such proceedings shall be instituted by Kill Devil Hills. All costs of such proceedings shall be paid by Kill Devil Hills.
4. Kill Devil Hills shall retain administration of its local zoning and code enforcement ordinances. Specifically, Kill Devil Hills shall retain (1) administration and issuance of zoning permits and zoning approvals; (2) administration and issuance of Floodplain Development Permits through its Floodplain Administrator; (3) administration and issuance of CAMA minor permits through its Local Permitting Officer; (4) administration and issuance of lot disturbance permits as required by its zoning ordinance. In all other cases and consistent with this Agreement, the duties and responsibilities of the position of "Building Inspector" as cited in the North Carolina General Statutes will be assumed by the Nags Head Building Inspections Department.
5. Kill Devil Hills agrees to provide Nags Head any documentation, files, publications, maps, or other materials in Kill Devil Hills's possession at Nags Head's request in order to assist Nags Head in providing services under this Agreement.
6. Kill Devil Hills agrees to receive and process all applications, associated fees and other materials and documentation necessary for Nags Head to provide services under this Agreement. Following review by Kill Devil Hills for compliance with the laws and regulations which Kill Devil Hills retains jurisdiction under the Agreement, Kill Devil Hills shall submit the applications and other necessary documentation to Nags Head as needed to provide services under this Agreement.

7. Nags Head shall agree to provide services under the Agreement at a time and under a schedule which both parties mutually agree to be most convenient for permittees and other customers of building inspection services.
8. Nags Head agrees to provide building inspections services under this Agreement at no charge in exchange for Kill Devil Hills providing access to any residential and/or commercial level 3 occupancy structures currently under construction in Kill Devil Hills's jurisdiction in order to inspect and review the construction process.
9. Kill Devil Hills will authorize, supervise and assist, without cost, Nags Head inspectors to inspect construction projects, classified as level 3 residential and commercial occupancy, within Kill Devil Hills, for the purposes of allowing Nags Head inspectors to complete North Carolina Department of Insurance certification criteria for level 3 certificates in all building trades; and
10. All persons employed or acting on behalf of Nags Head in providing services shall be treated as employees or agents of Nags Head and Kill Devil Hills shall not be responsible or liable for any claims against said persons or Nags Head.
11. Nothing set forth herein is intended nor shall be construed as waiver of any immunity available to Nags Head or Kill Devil Hills, their governing boards, officers, employees, agents, or anyone else having immunity due to their relationship with Nags Head or Kill Devil Hills.
12. The terms of this Agreement may only be modified by a written mutual agreement signed by the parties and attached hereto. This Agreement shall be valid from the date of its execution until such time that the Nags Head building inspectors have satisfactorily completed their necessary inspections for level 3 certification.
13. Either party may terminate this Agreement upon thirty (30) days written notice to the other party evidencing the adoption of a resolution in the manner provided by N.C.G.S. 160A-413 and N.C.G.S. 160A-360(g).

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

Town of Nags Head

By: _____ (seal)

Cliff Ogburn, Town Manager, Nags Head

Attest: _____ (seal)

Carolyn F. Morris, Town Clerk

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

TOWN OF KILL DEVIL HILLS

By: _____ (seal)

Debbie Diaz, Town Manager, Town of Kill Devil Hills

Attest: _____ (seal)

Mary E. Quidley, Town Clerk

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