

NORTH CAROLINA
DARE COUNTY

INTERLOCAL GOVERNMENT AGREEMENT
AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of NOVEMBER 2010, by and between DARE COUNTY, a body politic of the State of North Carolina, (hereinafter referred to as "Dare County"), and the Town of Southern Shores, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as "Southern Shores");

WITNESSETH:

WHEREAS, Part 1 of Article 20 of Chapter §160A of the North Carolina General Statutes authorizes Dare County and Southern shores to enter into interlocal agreements in order to execute any undertaking on behalf of one another; and

WHEREAS, North Carolina General Statute §160A-413 authorizes Southern Shores to request that the Dare County Board of Commissioners direct one or more Dare County building inspectors to exercise their powers within part or all of the city's jurisdiction; and

WHEREAS, Southern Shores has requested that the County Board of Commissioners direct Dare County's building inspectors to provide building inspection services through the exercise of their powers within all of Southern Shores' jurisdiction, and Dare County through its Board of Commissioners has agreed to provide such building inspection services consistent with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

1. Dare County agrees to direct its building inspectors and Fire Marshall to provide building inspection and fire inspection services, including all building, electrical, plumbing, mechanical and fire inspections within the jurisdiction of Southern Shores, including fire investigations
2. In providing services under this Agreement, Dare County will be administering and enforcing the requirements of (1) the North Carolina State Building Code and all volumes, appendices and amendments thereto, and (2) the North Carolina State Building Code: Fire Prevention Code and appendices. In the event that enforcement of the code requires legal proceedings, such proceedings shall be instituted by Southern Shores. All costs of such proceedings shall be paid by Southern Shores.
3. Southern Shores shall retain administration of its local zoning and code enforcement ordinances. Specifically, Southern Shores shall retain (1) administration and issuance of zoning permits and zoning approvals; (2) administration and issuance of minor CAMA permits through its Local Permitting Officer; (3) administration and issuance of Floodplain Development Permits through its Floodplain Administrator; and (4) administration and issuance of lot disturbance permits as required by its zoning ordinances. 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 Dare County Building Inspections Department.

4. Southern Shores agrees to provide Dare County any documentation, files, publications, maps, or other materials in Southern Shores' possession at Dare County's request in order to assist Dare County in providing services under this Agreement.

5. Southern Shores agrees to receive and process all applications, associated fees and other materials and documentation necessary for Dare County to provide the services under this Agreement. Following review by Southern Shores for compliance with the laws and regulations which Southern Shores retains jurisdiction under this Agreement, Southern Shores will promptly submit the applications and other necessary materials and documentation to Dare County.

6. Dare County agrees to provide the services under this Agreement at its cost per hour of service. Cost shall be the average hourly cost of salary and benefits paid by Dare County to its building inspectors or to its Fire Marshal and shall not include any indirect costs. In addition, Southern Shores shall pay Dare County for mileage at the prevailing U.S. Internal Revenue Service standard rate for mileage reimbursement. Dare County shall submit an itemized bill for services provided and mileage to be reimbursed on or before the 5th day of the subsequent month, and Southern Shores shall pay said bill for services satisfactorily rendered on or before the 15th day of the same month.

7. Dare County agrees to provide services under this Agreement at times and under a schedule which both parties mutually agree to be most convenient for permittees or other customers of building and fire inspection services.

8. This Agreement shall have a duration of one (1) year from the date of its execution. Either party may terminate this Agreement upon sixty (60) 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). Absent notice to the contrary, this Agreement shall automatically renew for up to ten (10) additional one (1) year periods. This Agreement is subject to the availability of funds to pay for the specified services and may be terminated at any time if such funds become unavailable.

9. Dare County agrees to hire, maintain and supervise a sufficient building inspection staff to timely and competently provide the services under this Agreement. Otherwise, nothing in this Agreement shall prevent Dare County from entering into mutual aid agreements with other local government entities to provide building or fire inspection services within its jurisdiction or the jurisdiction of Southern Shores.

10. If at any time for any reason, Dare County can no longer hire, maintain or supervise a sufficient building inspection staff, Dare County shall notify Southern Shores of the deficiency as soon as practical and the parties shall cooperate and mutually discuss an action to amend or terminate this Agreement.

11. All persons employed or acting on behalf of Dare County in providing services shall be treated as employees or agents of Dare County and Southern Shores shall not be responsible or liable for any claims against said persons or the County.

12. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to Dare County or Southern Shores, their governing boards, officers, employees, agents or anyone else having immunity due to their relationship with Dare County or Southern Shores.

13. The terms of this Agreement may only be modified by a written mutual agreement signed by the parties and attached hereto.

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

DARE COUNTY

By: *Alan C. Judson* (seal)
Chairman, Board of Commissioners

Attest: *Yvonne K. [unclear]* (seal)
Clerk to the Board of Commissioners

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

J. David [unclear] 11/18/10
Dare County Finance Director

TOWN OF SOUTHERN SHORES

By: *Hal [unclear]* (seal)
Mayor

Attest: *Carrie [unclear]* (seal)
Town Clerk



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

Bonnie M. Swain
Town of Southern Shores Finance Director