STATE OF NORTH CAROLINA INTERLOCAL AGREEMENT FOR

COUNTY OF WAKE BUILDING INSPECTION SERVICES

THIS AGREEMENT made and entered into as of the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_,

2019, by and between the Town of Holly Springs, a municipal corporation hereinafter referred to as “Holly Springs,” and the Town of Apex, a municipal corporation, hereinafter referred to as “Apex.” Holly Springs and Apex may hereinafter be collectively referred to as “Parties” or “Towns.” The Party requesting assistance may be referred to as “Requesting Party” and the Party assisting may be referred to as “Assisting Party.”

**W I T N E S S E T H**

WHEREAS, it is the mutual intentions of Holly Springs and Apex to enter into an interlocal agreement pursuant to N.C.G.S § 160A-460, et. seq. and §160A-413 to enable each town’s building inspectors to provide Building Inspection Services to the other town participating in this Agreement; and

WHEREAS, it is the mutual understanding of the said Parties that such an endeavor of cooperation is beneficial to all Parties; and

WHEREAS, it is the understanding that any Party’s demand for services to be provided by another Party’s building inspectors will not exceed approximately twenty (20) man hours per week on average, and that such demand for services will only be provided by the current workforce of the Assisting Party’s inspections department if in the sole discretion of the Assisting Party such inspections services can be provided without disruption to the services of citizens of the Assisting Party; and

WHEREAS, it is the understanding of the Parties that the current demand of any locality is not expected to rise during the term of this Agreement, normal population changes excepted; and

WHEREAS, the governing bodies of each Party have reviewed the substance of this Agreement and consent to its terms as fair and equitable,

NOW THEREFORE, in consideration of the foregoing, the Parties do hereby agree as follows:

The Parties do now hereby agree to enter into this Interlocal Agreement for the purposes of allowing each Party’s building inspectors to provide Building Inspection Services to the other Parties and their citizens for their health, safety, and welfare, and further state the following terms and conditions of the Agreement:

1. PURPOSE: Building Inspections Services.
2. It is the understanding of the Parties that, from and after the date of this Agreement, each Party’s building inspection staff may, upon the request of another Party, serve as a member of the Requesting Party’s Inspection Department and work within the jurisdiction of the Requesting Party for the purpose of performing building, plumbing, electrical, and mechanical inspections.
3. The Assisting Party shall assign its building inspectors to work within the jurisdiction of the Requesting Party, with the specific days and times to be mutually agreed upon by the respective authorities for Parties involved.
4. Employees of the Assisting Party assigned to work in the Requesting Party’s locality or its extra-territorial jurisdiction shall remain employees of the Assisting Party and are at all times subject to that town’s personnel code, compensation, benefits, workers’ compensation coverage, and procedures. Pursuant to N.C.G.S. §160A-413, however, building inspectors while exercising the duties of the position in the town of the Requesting Party, will be considered a municipal employee of the Requesting Party for the purposes contemplated by the statute.
5. Absent agreement to the contrary by the director or chief building inspector of the Assisting Party, employees of the Assisting Party shall be under no obligation to commit more than 20 total weekly man hours to projects within the town of the Requesting Party or its extra-territorial jurisdiction.
6. Each Requesting Party shall comply with N.C.G.S. §160A-413 by designating the relevant building inspectors to serve as members of the Requesting Party’s Inspections Department before requesting services from any other Party’s inspectors.
7. DURATION:
   1. The duration of this Agreement is one (1) year from the date of execution, unless mutually terminated by the Parties.
8. JOINT AGENCY:
   1. A joint inspections department shall not be established. The Building Inspections Department of each Party shall not replace the Building and Inspections Department of any other Party. This Interlocal Agreement serves only to authorize employees of Holly Springs and Apex, upon the request of any of said towns, to perform inspections within the jurisdiction of any other Party to this Agreement as a means of supplementing the building inspections conducted by the Requesting Party.
9. MANNER OF PERSONNEL APPOINTMENT:
10. The building inspectors shall perform the same duties for each Requesting Party as they normally perform for the Assisting Party and, while acting pursuant to this Agreement and within their scope of their authority or course of their employment within the territory of the Requesting Party, the inspectors shall enjoy the same jurisdiction, authority, rights, privileges, and immunities which they enjoy within the territory of the Assisting Party.
11. The Requesting Party agrees to provide all clerical support and vehicles for inspectors. If a vehicle is not available, the Requesting Party shall reimburse mileage to the Assisting Party at the current IRS allowable rate.

1. While working within the jurisdiction of the Requesting Party, the building inspectors shall receive inspection assignments from the Requesting Party. For all other purposes not set forth herein, the inspectors shall be supervised by the respective Director of Inspections or Building Code Enforcement of the Assisting Party.
2. When a Requesting Party is in need of additional inspectors, requests shall be made by and to the following individuals for each Party:

Holly Springs: Daniel Pope– Director of Building Code

Enforcement ([daniel.pope@hollysprings](mailto:daniel.pope@hollysprings)nc.us)

Apex: Rudy Baker - Inspections & Permits Director (rudy.baker@apexnc.org)

Such requests shall be made no later than noon of the day prior to inspection. In the event the individuals named above leave their respective employment during the term of this Agreement, requests may be made or received by the individual holding the titles noted above, whether permanent or interim.

1. REIMBURSEMENT & MINIMUM CHARGE
   1. For the services provided under this Agreement, the Requesting Party will pay $50/hr to the Assisting Party for each request for building inspection services. Each call to an Assisting Party shall entitle the Requesting Party to five (5) manhours of inspection services by an inspector licensed in the proper field (i.e., Building, Electrical, Mechanical, or Plumbing) as requested by the Requesting Party. The Assisting Party shall send an invoice to the Requesting Party at the end of each month in which services were provided, detailing the number of requests fulfilled. Invoices shall be paid by each Party within thirty (30) days of receipt.
2. JOINT OWNERSHIP OF PROPERTY
   1. There shall be no joint ownership of any real or personal property pursuant to this Agreement.
   2. Inspectors from the Assisting Party shall be entitled to use at no cost to the Assisting Party or the individual employee of that Party any property owned by the Requesting Party that is assigned by the Requesting Party as necessary to facilitate the function of conducting inspections in the Town requesting assistance.
3. AMENDMENT
   1. This interlocal agreement may be amended at any time by the mutual consent of the governing boards of all Parties.
4. TERMINATION
   1. This interlocal agreement may be terminated at any time by any Party, upon 60 days notice to the other Parties, without cause or justification.

9. Indemnification. Each Requesting Party specifically covenants and agrees to indemnify the Assisting Party and hold it harmless for any liability, including but not limited to, damage or injury to person or property, including claims for attorney’s fees, caused by the building inspectors in the course and scope of the performance of their duties for the Requesting Party. Each Party to this Agreement agrees that it will not request or require the building inspectors to perform any duties or inspections other than those for which they are qualified and certified to perform.

10. SOLICITATION OF INSPECTORS. The Parties acknowledge and agree that no Party will actively solicit or recruit for employment, the inspectors of another Town acting through this Agreement, beyond the Party’s normal course of business of posting open positions. Notwithstanding anything to the contrary in this Agreement, the Parties recognize that it is the public policy of North Carolina to hire the “best-qualified individual” to perform the specific requirements of a job and nothing in this Agreement shall be interpreted to be, or function as, an impediment to that public policy. Nor shall anything in this paragraph or this Agreement prevent either Party from hiring the other Party’s employee as a limited service employee, as long as said secondary employment is approved by the respective Town in accordance with its policies and regulations.

11. Interlocal Agreement. This Agreement is entered into under authority of G.S. 160A-460 et. seq. It may be renewed annually in writing upon a determination of costs and service level to be provided by each Party unless earlier terminated in accordance with the terms of this Agreement.

12. Code Officials Board. All Parties shall report this Interlocal Agreement to the North Carolina Code Official Qualifications Board.

IN WITNESS WHEREOF, the Parties have entered into this Agreement

effective this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2019.

THE TOWN OF APEX

**By:**

**Lance Olive**

**Mayor**

**(Corporate Seal)**

**ATTEST:**

**Donna Hosch, Town Clerk**

THE TOWN OF HOLLY SPRINGS

**By:**

**Richard G. Sears**

**Mayor**

**(Corporate Seal)**

**ATTEST:**

**Linda McKinney**

**Town Clerk**

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

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Vance Holloman, Town of Apex Finance Director

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

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Mary Hogan, Town of Holly Springs Finance Director