



Gaston County

Gaston County
Board of Commissioners
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Building Inspections

Board Action

File #: 16-422

Commissioner Philbeck - To Approve an Interlocal Agreement with the Town of Dallas to Provide Inspections on Buildings to Determine Whether or Not they Meet the Standards to be Classified as "Unsafe" as Described in North Carolina General Statute 153A-366 (**No Additional County Funds**)

STAFF CONTACT

Brian Sciba - Director - Building Inspections - 704-866-3970

BUDGET IMPACT

No additional County funds needed.

BUDGET ORDINANCE IMPACT

Will increase Building Inspection revenue by \$250.00 per inspection.

BACKGROUND

The Town of Dallas has requested to enter into an interlocal agreement with Gaston County Building Inspections to have "unsafe" building inspections on properties deemed to be unsafe by the Town of Dallas zoning staff. Gaston County Inspections staff will perform inspections of these properties and report its findings to the Town staff. Inspection Staff will be available to the Town of Dallas for hearings and possible judicial proceedings if necessary. The Town of Dallas will be billed \$250.00 per property inspected.

POLICY IMPACT

N/A

ATTACHMENTS

Interlocal Agreement

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	Brown	Carpenter	Fraleigh	Kelgher	Philbeck	Price	Williams	Vote
2016-252	09/27/2016	CB	JC	A	A	A	A	AB	AB	A	U

DISTRIBUTION:

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GASTON COUNTY

Department of
Building Inspections

Mailing Address : P.O. Box 1578 Gastonia, N.C. 28053-1578 , Phone Number (704) 866-3155
Street Address : 128 W. Main Ave., Gastonia, N.C. 28053-1578 , Fax Number (704) 866-3966

Interlocal Agreement for the Inspection of Unsafe Buildings Inside The Town of Dallas City Limits:

This agreement made and entered into this _____ day of _____, 2016, by and between the Town of Dallas, a municipal corporation having a charter granted by the State of North Carolina, Hereafter referred to as "Municipality", and Gaston County, a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as the "County";

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the General Statutes of the State of North Carolina authorizes among other things the contractual exercise by one unit of local for one or more other units of any administration or governmental power, function, public enterprise, right, privilege, or immunity of local government; and

WHEREAS, the municipality has adopted ordinances providing for the administration and enforcement of regulatory codes and county ordinances; and

WHEREAS, such codes are commensurate with the regulatory codes and ordinances now in effect for Gaston County as enforced by the County; and

WHEREAS, pursuant to N.C. General Statute Chapter 160A, article 20 upon official request of the governing body of any municipality within the County, the Gaston County Board of Commissioners may by agreement exercise enforcement powers within said municipality and upon such direction may do so until such time as the Municipal governing body officially withdraws its request; and,

WHEREAS, the Gaston County Board of Commissioners upon approval of a resolution and with written notice may withdraw the offering of the service to the Municipality.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

1. Purpose. The purpose of this agreement is to provide inspections for the Municipality of buildings to determine if unsafe conditions such as: bad conditions of walls, overloaded floors, defective construction, decay, unsafe wiring or heating systems, inadequate means of egress or other reasons that would make the building especially dangerous to life safety or the liability of fire.

2. Term this agreement shall automatically renew each year unless terminated as provided herein.

3. Responsibilities.

A. Municipality. The Municipality agrees to:

- 1) Provide in writing the address location of each building that they would like inspected as an unsafe building
- 2) The Municipality will contact the owner via certified mail, email, or phone to coordinate the inspection of their property.
- 3) Shall provide a meeting place for all necessary hearings that are required under North Carolina General Statute 153A-368
- 4) Pay for all registered or certified mail in conjunction with the above referenced inspections.
- 5) Supply an legal counsel for all matters concerning these inspections
- 6) Pay the County a onetime fee of \$250.00 per building to be inspected.

B. County.

1. Will inspect the subject property for code violations
2. Provide in writing to the Municipality the code violations that are found at each property
3. Attend hearings set with property owners at location provided by the Municipality
4. Attend any legal proceeding dealing with these properties.

4. Geographical Jurisdiction. The County shall have the authority to enforce the codes and ordinances as well as perform unsafe building inspections per this agreement in the incorporated area and the extraterritorial jurisdiction of the Municipality.

5. Personnel. The County shall employ and provide personnel sufficient to perform unsafe building inspections duties for the Municipality.

6. Indemnity. The Municipality, during the term of this agreement, shall indemnify and save harmless the County from and against any and all claims, demands, and or causes of action arising out of unsafe building inspections performed by the County under this agreement, with the exception of gross negligence, willful or wanton conduct by the County.

7. Termination. The municipality or county may terminate this agreement upon a thirty (30) day notice to the manager or Mayor of the governing unit.

8. Amendment. This agreement may only be amended in writing upon the signature or both parties. No oral agreements shall have any effect.

9. Entire agreement. This agreement is the only agreement between the parties for inspections of unsafe buildings and it contains all terms agreed upon. This agreement has no effect upon enforcement of codes or ordinances not specifically mentioned. If any part of this agreement is held invalid such decision shall not render the document invalid.

Mission Statement

Gaston County seeks to be among the finest counties in North Carolina. It will provide effective, efficient and affordable services leading to a safe, secure and healthy community, an environment for economic growth, and promote a favorable quality of life.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicated by themselves for their duly authorized officers of the day and year first written.

Gaston County

Attest:

Earl Mathers, County Manager

Municipality

Attest:



Maia Strouse
Manager Town of Dallas



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