

INTERLOCAL AGREEMENT

FOR THE ENFORCEMENT OF STATE FIRE CODES:

This Agreement made on the last date set out below, by and between the City of _____, 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 "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 government for one or more other units of any administrative 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. Gen. Stat. Chapter 160A, Article 20 upon official request 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 for the transfer of jurisdiction to Gaston County Office of Emergency Management and Fire Services responsibility for State Fire Codes listed in the attached Exhibit "A", which is incorporated herein by reference.
2. Term. The term of this Agreement begins on the last date set out below and continues through June 30, 2022 and shall automatically renew each fiscal year thereafter, unless terminated as provided herein.

3. Responsibilities.

a. Municipality. The Municipality agrees to:

1. Provide any pre-permit or pre-inspection review of any applicable Municipal Zoning ordinances or regulations, as well as requirements of any other State or local agencies prior to issuance of zoning permit;
2. Provide to the County a written Certification that the above mention inspections have been approved by the Municipality;
3. Adopt by resolution the County's ordinance and regulations to be enforced and any subsequent amendments;
4. Allow the county to retain any fees collected pursuant to enforcement of the ordinance or permit fees;
5. Not hold County responsible for enforcement of any of Municipality's other ordinances, zoning or regulations, unless specifically contracted.

b. County. The county agrees to:

1. Issue Fire Permits in accordance Section 105.6 and 105.7 of the North Carolina Fire Code.
2. Conduct site inspections based on the North Carolina Fire Code Schedule;
3. Seek judicial or equitable enforcement of said codes or ordinances when necessary in the County's discretion.

4. Geographic Jurisdiction. The County shall have the authority to enforce the code and ordinances in the geographical jurisdiction stated in exhibit "A", which is attached hereto and incorporated by reference.

5. Personnel. The County shall employ and provide personnel sufficient to perform inspection 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 enforcement by the County of State Fire codes or ordinances under the Agreement, with the exception of grossly negligent, willful or wanton conduct by the County.

7. Cost. The cost of services provided by the County shall be set forth in Exhibit "A", which is attached hereto and incorporated by reference. All fees shall be collected by the County; failure to receive fees associated with this Agreement will result in termination of this Agreement.

8. Termination. The Municipality or County may terminate the agreement upon a thirty (30) day written notice to the Manager or Mayor of the governing unit.

9. Amendment. This Agreement may only be amended in writing upon the signature of both parties. No oral agreements shall have any effect.

10. Entire Agreement. This Agreement is the only agreement between the parties and contains all the terms agreed upon, and replaces any previous agreements. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by themselves for their duly authorized offices of the day and year last set out below.

GASTON COUNTY

BY:

(Assistant) County Manager Date

ATTEST:

Donna S. Buff, Clerk to the Board

BY:

Signature

Date

Title:

ATTEST:

Clerk

Exhibit "A"

Codes:

Latest addition of the North Carolina Fire Prevention Code, as well as all Referenced Standards listed in the above mentioned Code.

County Ordinances:

None

Jurisdiction:

Incorporated area and extraterritorial jurisdiction of City of _____

Cost:

Fire permits and inspections --fees and fines collected