



# Gaston County

Gaston County  
Board of Commissioners  
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## Fire Marshal

## Board Action

File #: 16-293

Commissioner Brown - To Approve Interlocal Agreement for Gaston County Fire Marshal to Provide Fire Inspection/Enforcement Services for the City of Bessemer City (\$12,120 Annually)

### STAFF CONTACT

Eric Hendrix - Fire Marshal - 704-866-3231

### BUDGET IMPACT

N/A

### BUDGET ORDINANCE IMPACT

N/A

### BACKGROUND

The City of Bessemer City has agreed to contract with the Gaston County Fire Marshal's Office to provide inspection/enforcement services per the NC State Fire Code for the FY 2016-2017 for a sum of \$12,120 (annually). Funds from this agreement will be used to support the overall fire inspections program by offsetting various cost such as part-time personnel, software licenses, IT hardware, vehicle maintenance, etc. Unless terminated / modified as provided in the interlocal agreement, this contract will automatically renew each fiscal year.

### 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	Friley	Kelgher	Phillbeck	Price	Williams	Vote
2016-176	06/28/2016	MP	TP	A	A	AB	AB	A	A	A	U

### DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

**INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF STATE FIRE CODE**

This Agreement made on the last date set out below, by and between the City of Bessemer City, 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 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 withdraws its request; and,

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 the County for inspection and enforcement responsibility for the codes and county ordinances 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, 2017 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 reviews of any applicable Municipal ordinances or regulations;
    - (2) Provide written certification (where necessary) that any necessary plans are in accordance with Municipal regulations;
    - (3) Allow the County to retain any fees collected pursuant to enforcement of the N.C. Fire Prevention Code (Permit fees, review fees, etc.)
    - (4) Not hold County responsible for enforcement of any of Municipality's other ordinances or regulations, unless specifically contracted.
  - B. County. The County agrees to:
    - (1) Provide plan review necessary for issuance of permits under the Code;
    - (2) Issue required permits;

- (3) Conduct site inspections based on the NC Fire Prevention Code Inspection Schedule or other agreed upon frequency;
- (4) 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 in the geographical jurisdiction stated in Exhibit A, which is attached hereto and incorporated by reference.
5. **Personnel.** The County shall, in the County's discretion, 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 arising out of enforcement by the County of Codes 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 as set forth in Exhibit A, which is attached hereto and incorporated by reference.
8. **Termination.** The Municipality or County may terminate this 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

BESSEMER CITY

BY: \_\_\_\_\_

Signature

Date

Title: \_\_\_\_\_

*city manager*

ATTEST:

*Donna S. Buff*  
Clerk



**EXHIBIT A**

**City of Bessemer City**

**Codes:** Level I, II, & III fire prevention inspections, plan review, consultation, and other similar undertakings as established under the NC State Fire Prevention Code.

**Jurisdiction:** Incorporated area and extraterritorial jurisdiction (if applicable).

**Cost:** Twelve Thousand One Hundred Twenty Dollars (\$12,120.00) annually in addition to any fees or fines collected.