



Gaston County

Gaston County
Board of Commissioners
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Building and Development Services

Board Action

File #: 22-291

Commissioner Brown - Building & Development Services - To Adopt an Interlocal Agreement with the City of Gastonia for the Enforcement of North Carolina State Building Codes and Building Permitting within the City Limits of Gastonia

STAFF CONTACT

Joseph B. Sciba - Director - 704-866-3970

BACKGROUND

Article 20 of Chapter 160A of the General Statutes of the State of North Carolina authorize, among other things, units of local government to enter into a contract in order to execute an undertaking providing for the contractual exercise by one unit of any power, function, and right of another. Thus, in accordance with the attached Interlocal Agreement, Gaston County will be enforcing the North Carolina Building Code and building permitting within the city limits of Gastonia.

The Commission is requested to consider the attached Interlocal Agreement and upon approval, the County Manager or her designee shall sign the agreement.

ATTACHMENTS

Interlocal Agreement and City of Gastonia Resolution

DO NOT TYPE BELOW THIS LINE

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	CBrown	AFraley	BHovis	KJohnson	TKeigher	TPhilbeck	RWorley	Vote
2022-217	07/26/2022	BH	RW	A	AB	A	A	AB	AB	A	U

DISTRIBUTION:

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**Interlocal Agreement between the City of Gastonia and Gaston County
for the Enforcement of North Carolina State Building Codes**

This Agreement made and entered into this _____ day of _____, _____, by and between the City of Gastonia, 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 North Carolina General Statutes 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, pursuant to Article 11 of Chapter 160D of the North Carolina General Statutes, the Municipality has adopted ordinances providing for the administration and enforcement of state building codes within its jurisdiction; and,

WHEREAS, such ordinances are commensurate with the state building codes now administered and enforced by the County within its jurisdiction; and,

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, upon official request from 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; and,

WHEREAS, the Municipality and the County recognize that inspections of buildings under the state building codes must be timely and conducted within two (2) business days after first requested as required by North Carolina General Statutes § 143-139.4; and,

WHEREAS, to ensure timely building inspections under the state building codes the Municipality has requested that the County perform building inspections and assist in the enforcement of state building codes within the Municipality's jurisdiction; and,

WHEREAS, the County has agreed to provide all the personnel and equipment necessary to perform building inspections and assist with the enforcement of state building codes within the Municipality's jurisdiction.

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

1. Purpose. The Purpose of this Agreement is to provide for the transfer of jurisdiction from the Municipality to the County for building inspections, administration, and enforcement responsibility for the state building codes listed in the attached Exhibit "A," which is incorporated herein by reference.

2. Term. The term of this Agreement is July 1, 2022 through June 30, 2023 and shall be automatically renewed each year unless terminated as provided herein.

3. Responsibilities.

a. Municipality. The Municipality agrees to:

1. Provide any pre-building permit or pre-building inspection review of any applicable Municipal Zoning, Subdivision, or other development ordinances or regulations, as well as requirements of any other State or local agencies prior to issuance of a zoning permit or any other permit remaining the Municipality's responsibility under the terms of this Agreement.
2. Provide to the County a written Certification that the above-mentioned inspections, approvals, and permits have been approved by the Municipality.
3. Adopt, by resolution, this Agreement; and, adopt by ordinance, to the extent not already adopted, the state building code regulations and any subsequent amendments to the state building code to be enforced by the County within the incorporated area of the Municipality.
4. Allow the County to retain any fees collected pursuant to the enforcement of state building code regulations or permit fees in accordance with the County's adopted fee schedule. All said fees are to be used by the County solely for the purpose of covering the County's costs of providing permitting, enforcement, and inspection services pursuant to the terms of this Agreement.
5. Not hold the County responsible for enforcement of any of the Municipality's other ordinances, zoning, subdivision, or other applicable land development regulations, unless specifically contracted to do so.
6. Provide, at no cost to the County, the six (6) inspections vehicles identified by the Municipality as being available to be turned over to Gaston County Fleet Service and used by Gaston County Building and Development Services.
7. Provide the County with six (6) iPads and/or six (6) surface pro laptops selected by the Municipality that are currently being used by the Municipality's inspections staff.
8. Work with the County on the transfer of any remaining funds for fees that have been obtained by the Municipality through the issuance of building permits and inspections to the County. The Municipality Finance Officer will pay all remaining Municipality costs associated with the issuance of building permits and inspections prior to transferring said remaining funds to the County.

The Municipality Finance Officer will work with the County Finance Officer to transfer remaining funds for fees that have been obtained through the issuance of building permits and inspections to the County by December 31, 2023 upon completion of the June 30, 2023 Financial Audit.

9. Place a one (1) week hold on permitting within the City of Gastonia for all permits other than those deemed to be emergencies prior to our agreed transition date.
10. City of Gastonia employees who transfer to the County as part of this Agreement, will be required to fill out applications for employment and will establish new hire dates.

b. County. The County agrees to:

1. Issue building permits in accordance with Article 11 of Chapter 160D of the North Carolina General Statutes, the latest edition of the North Carolina Administrative and Building Codes, and all applicable land development ordinances of the Municipality.
2. Provide plan review as necessary for issuance of permits under the state building codes and applicable development ordinances of the Municipality.
3. Conduct site inspections in accordance with the rules set forth in the latest edition of the North Carolina Administrative and Building Codes.
4. Seek judicial or equitable enforcement of said statutes, codes, or applicable ordinances of the Municipality when necessary in the Municipality's discretion.
5. Coordinate and communicate with the Municipality's Development Services Division to ensure all applicable Municipal ordinances have been complied with before issuance of a permit, a temporary certificate of occupancy, or a final certificate of occupancy.
6. Provide inspections within the timeframes as required by North Carolina General Statutes § 143-139.4
7. During the transition of employees from the Municipality to the County, the County agrees to provide vacation and sick accrual rates that correspond to current Gaston County rates equal to their years of experience with the Municipality.
8. City of Gastonia employees who transition to the County as part of this Agreement will not be placed on probationary status.
9. Work jointly with the Municipality regarding software and in the transition of existing permits.
10. Will provide a location for both in-person and online submittal of plans and permit applications.
11. Will agree to actively participate in the Municipality's Technical Review Committee (TRC) process, which is a free service that is designed to provide feedback to the applicants/developers to provide expertise and assistance toward the issuance of a building permit.
12. Will agree to provide inspections pursuant to and consistent with the specifications from the Municipality's Two Rivers Utilities division for items that fall under the purview of the North Carolina Building codes. Two Rivers must supply these specifications with details in writing to the County as part of this Agreement. Any necessary changes must be provided to the County with details and a minimum thirty (30) day implementation period, with the exception of items that are considered to be a health risk, in which case those may be implemented immediately upon notification.

4. Geographic Jurisdiction. The County shall have the authority to enforce the state building code 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 and enforcement duties for the Municipality as agreed to herein.

6. Indemnity. To the extent allowed by North Carolina law and to the extent it does not operate as a waiver of sovereign immunity 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 codes or ordinances under the Agreement, with the exception of 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 the County may terminate this Agreement upon a 120-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, Severability. 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 entire document invalid.

11. Assignment. No party to this Agreement may assign any interest in or obligation under this Agreement without the prior written consent of the other party.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

13. Governing Law, Venue. This Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Gaston County, North Carolina.

14. Further Actions. The parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.

15. Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a party's police powers or regulatory authority.

16. Notice. Any notice required by this Agreement shall be in writing and delivered to the parties at the following addresses:

For Gaston County:

For City of Gastonia:

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 above written.

Attest: Gaston County

By: _____

Date: _____

Attest: City of Gastonia

By: _____

Date: _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GASTONIA AND GASTON COUNTY FOR THE ENFORCEMENT OF NORTH CAROLINA STATE BUILDING CODES

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes 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 city of Gastonia and the County recognize that inspections of buildings under the state building codes must be timely and conducted within two (2) business days after first requested as required by North Carolina General Statutes § 143-139.4; and,

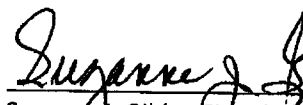
WHEREAS, to ensure timely building inspections under the state building codes, the City of Gastonia has requested that the County perform building inspections and assist in the enforcement of state building codes within the city's jurisdiction; and,

WHEREAS, the County has agreed to provide all the personnel and equipment necessary to perform building inspections and assist with the enforcement of state building codes within the city of Gastonia's jurisdiction.

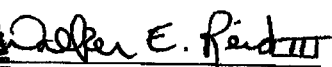
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GASTONIA THAT THE INTERLOCAL AGREEMENT BE ACCEPTED.

THIS RESOLUTION, adopted on the 7th day of June 2022.

ATTEST


Suzanne J. Gibbs, City Clerk




Walker E. Reid III, Mayor

Res2311