

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE TOWN OF WAYNESVILLE
AND
THE COUNTY OF HAYWOOD
FOR THE PROVISION OF INSPECTIONS SERVICES**

Purpose:

The purpose of this agreement is to establish the terms and conditions in which the Town of Waynesville, known further as (“Town”), may request building inspection services within its jurisdiction from Haywood County, known further as (“County”), and that Haywood County may reciprocally request building inspection services from the Town of Waynesville within its jurisdiction.

This agreement will allow the Town and the County to continue the building inspections and permitting process should either the Town’s or the County’s building inspector(s) be unavailable or unable for a period of time to provide inspections at a required or specified level of certification.

Duties and Responsibilities:

For and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:.

1. Both County and Town agree to direct its building inspectors and fire inspectors to perform building, electrical, plumbing, HVAC and fire inspections on behalf of the other jurisdiction on an as-needed basis within the other party’s jurisdiction upon request of staff in either the County’s Building Inspections Department or the Town’s Development Services Department.
2. Both parties agree to respond within 24 hours of a request for service and provide services under this Agreement at times and under a schedule which both parties mutually agree to be most convenient for permittees.
3. In providing services under this Agreement both parties will be administering and enforcing the requirements of the North Carolina State Building Code and the North Carolina State Building Code/Fire Prevention Code and all volumes, appendices and amendments thereto, as they pertain to all building inspection and fire inspection services for such buildings, as requested by the other party. In the event that enforcement of the code requires legal proceedings, such proceedings shall be instituted by the party in whose jurisdiction the building permit is originated and issued. All costs of such proceedings shall be paid by the jurisdiction issuing the building permit.
4. Each party shall retain administration of its own local zoning and code enforcement ordinances.

5. Each party agrees to provide the other any documentation, files, publications, maps, or other materials in its possession as necessary to complete requested inspections.
6. Each party agrees to remit payment to the other within 30 days upon receipt of an invoice. The invoice shall include the type of inspection, the date of inspection, time spent performing the inspection, the fee and any applicable discounts on total fees, as well as a copy of any written notices, permits, or comments provided by the inspector.
7. The rate for inspection services at commencement of this agreement shall be \$30/hr. (thirty dollars per hour), payable from the party requesting the inspections to the party performing the inspections.
8. By mutual agreement of the Town Manager and County Manager, the basis on which inspection services are invoiced may be amended, waived, discounted or otherwise adjusted from time to time, as necessary to ensure that neither party incurs a direct unrecoverable cost as a result of providing mutual aid.
9. Except as required by applicable law, all inspectors designated by the County to perform inspections for the Town as provided herein, shall be treated as agents of the Town, and the County shall not be responsible or liable for any claims against the inspector performing the inspection, or for claims against the Town. Conversely, the same shall apply to inspectors designated by the Town to perform inspections within the County planning jurisdiction.
10. Nothing set forth herein is intended, nor shall be construed, as a waiver of any immunity available to the County or the Town, their governing boards, officers, employees, agents or anyone else having immunity due to their relationship with the County or the Town.

Reciprocity:

All agreed upon terms above are subject to reciprocity and each party may request assistance from the other party as needed or as deemed necessary based on the requirement for a specific level of inspection.

Notices:

All notices, requests, demands, invoices, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed to the following addresses:

TOWN OF WAYNESVILLE
Development Services Director
PO Box 100
16 South Main Street
Waynesville, NC 28786
828.356.1172

HAYWOOD COUNTY
Chief Building Inspector
157 Paragon Parkway, Suite 200
Clyde, NC 28721
828.452.6638

Term and Termination

This Agreement shall commence on November 16, 2015 and remain in effect until superseded, modified or terminated by either party upon thirty (30) days written notice.

This Agreement shall constitute the entire understanding between the Town and the County and shall supersede all prior understandings and agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the Town and County have authorized this Interlocal Agreement for the provision of Inspection Services to be executed and attested by their undersigned officers, to be effective from the date herein indicated.

TOWN OF WAYNESVILLE

COUNTY OF HAYWOOD

Marcia D. Onieal, Town Manager
Town of Waynesville

Ira L. Dove, County Manager
Haywood County

ATTEST:

ATTEST:

Amanda W. Owens, Town Clerk
Town of Waynesville

Candace Way, Deputy Clerk
Haywood County

(SEAL)

(SEAL)

**JOINT RESOLUTION
OF THE TOWN OF WAYNESVILLE
AND HAYWOOD COUNTY**

WHEREAS, pursuant to NC General Statute §160A-413, the Board of Aldermen of the Town of Waynesville respectfully requests and authorizes the Haywood County Board of Commissioners to direct its building inspectors to exercise their powers within the corporate boundaries of the Town of Waynesville and Extraterritorial Zoning Jurisdictions of the Town of Waynesville, on an as needed basis upon request of the Town Manager; and

WHEREAS, pursuant to NC General Statute §153A-353, the Haywood County Board of Commissioners respectfully requests and authorizes the Waynesville Board of Aldermen to direct its building inspectors to exercise their powers within the jurisdiction of Haywood County, on an as needed basis upon request of the County Manager;

NOW, THEREFORE BE IT RESOLVED, that the Board of Aldermen of the Town of Waynesville, and the Haywood County Board of Commissioners, hereby direct the Town and County Managers to execute an Interlocal Cooperation Agreement between the Town of Waynesville and Haywood County for the provision of inspections services, to be activated by either jurisdiction upon request as needed.

ADOPTED this, the 10th day of
November, 2015

ADOPTED this, the 16th day of
November, 2015

TOWN OF WAYNESVILLE

COUNTY OF HAYWOOD

Gavin A. Brown, Mayor

Mark Swanger, Chairman

ATTEST:

ATTEST:

Amanda W. Owens, Town Clerk

Candace Way, Deputy Clerk

(SEAL)

(SEAL)