NORTH CAROLINA
DARE COUNTY

INTERLOCAL GOVERNMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20 _____, by and between the TOWN OF NAGS HEAD, NORTH CAROLINA, a North Carolina municipal corporation ("Nags Head"), and the TOWN OF KILL DEVIL HILLS, NORTH CAROLINA, a North Carolina municipal corporation ("Kill Devil Hills") (either party may be referred to as a "Town" or collectively as the "Towns").

PREMISES

A. Part I of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes Nags Head and Kill Devil Hills to enter into interlocal agreements in order to execute any undertaking on behalf of one another.

B. There is a desire for building inspection services to continue in Nags Head and Kill Devil Hills in the event a building inspector is unavailable due to vacation, illness, training or other reasons.

C. Section § 160A-413 of the North Carolina General Statutes authorizes Kill Devil Hills to request that the Nags Head Board of Commissioners direct one or more Nags Head building inspectors to exercise their powers within part or all of the jurisdiction of Kill Devil Hills, and for Nags Head to request that the Kill Devil Hills Board of Commissioners direct one or more Kill Devil Hills building inspectors to exercise their powers within part or all of the jurisdiction of Nags Head.

D. Kill Devil Hills has requested that the Nags Head Board of Commissioners direct the building inspectors of Nags Head to provide building inspection services through the exercise of their powers within the jurisdiction of Kill Devil Hills, and Nags Head through its Board of Commissioners has agreed to provide such building inspection services consistent with the terms of this Agreement.

E. Nags Head has requested that the Kill Devil Hills Board of Commissioners direct the building inspectors of Kill Devil Hills to provide building inspection services through the exercise of their powers within the jurisdiction of Nags Head and Kill Devil Hills through its Board of Commissioners has agreed to provide such building inspection services consistent with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Provision of Building Inspection Services by Nags Head to Kill Devil Hills.

a. Nags Head agrees to direct its building inspectors to provide building inspection and fire inspection services, including all building, electrical, plumbing, mechanical and fire inspections within the jurisdiction of Kill Devil Hills.

b. In providing services under this Agreement, Nags Head will be administering and enforcing the requirements of (1) the North Carolina State Building Code and all volumes, appendices and amendments thereto, and (2) the North Carolina State Building Code: Fire Prevention Code and appendices.

c. Kill Devil Hills shall retain exclusive and sole administration of its local zoning and code enforcement ordinances, including but not limited to the following: (1) administration and issuance of zoning permits and zoning approvals; (2) administration and issuance of minor CAMA permits through its Local Permitting Officer; (3) administration and issuance of Floodplain Development Permits through its Floodplain Administrator; and (4) administration and issuance of lot disturbance permits as required by its zoning ordinances. In all other cases and consistent with this Agreement, the duties and responsibilities of the position of "Building Inspector" as cited in the Code of Ordinances of the Town of Kill Devil Hills will be assumed by the Nags Head Building Inspections Department.

d. Kill Devil Hills agrees to provide Nags Head any documentation, files, publications, maps, or other materials in the possession of Kill Devil Hills at the request of Nags Head in order to assist Nags Head in providing services under this agreement.

e. Kill Devil Hills agrees to receive and process all applications, associated fees and other materials and documentation necessary for Nags Head to provide the services under this Agreement. Following review by Kill Devil Hills for compliance with the laws and regulations which Kill Devil Hills retains sole and exclusive jurisdiction under this Agreement, Kill Devil Hills will promptly submit the applications and other necessary materials and documentation to Nags Head.

f. Nags Head agrees to provide services under this Agreement at times and under a schedule which both parties mutually agree to be most convenient for permitees or other customers of building and fire inspection services.

2. Provision of Building Inspection Services by Kill Devil Hills to Nags Head.

a. Kill Devil Hills agrees to direct its building inspectors to provide building inspection and fire inspection services, including all building, electrical, plumbing, mechanical and fire inspections within the jurisdiction of Nags Head.

b. In providing services under this Agreement, Kill Devil Hills will be administering and enforcing the requirements of (1) the North Carolina State Building Code and all volumes, appendices and amendments thereto, and (2) the North Carolina State Building Code: Fire Prevention Code and appendices.

c. Nags Head shall retain exclusive and sole administration of its local zoning and code enforcement ordinances, including but not limited to the following: (1) administration and issuance of zoning permits and zoning approvals; (2) administration and issuance of minor CAMA permits through its Local Permitting Officer; (3) administration and issuance of Floodplain Development Permits through its Floodplain Administrator; and (4) administration and issuance of lot disturbance permits as required by its zoning ordinances. In all other cases and consistent with this Agreement, the duties and responsibilities of the position of "Building Inspector" as cited in the Code of

Ordinances of the Town of Nags Head will be assumed by the Kill Devil Hills Building Inspections Department.

d. Nags Head agrees to provide Kill Devil Hills any documentation, files, publications, maps, or other materials in the possession of Nags Head at the request of Kill Devil Hills in order to assist Kill Devil Hills in providing services under this Agreement.

e. Nags Head agrees to receive and process all applications, associated fees and other materials and documentation necessary for Kill Devil Hills to provide the services under this Agreement. Following review by Nags Head for compliance with the laws and regulations which Nags Head retains sole and exclusive jurisdiction under this Agreement, Nags Head will promptly submit the applications and other necessary materials and documentation to Kill Devil Hills.

f. Kill Devil Hills agrees to provide services under this Agreement at times and under a schedule which both parties mutually agree to be most convenient for permitees or other customers of building and fire inspection services.

3. This Agreement shall have a duration of one (1) year from the date of its execution. Either Town may terminate this Agreement upon thirty (30) days written notice to the other Town evidencing the adoption of a resolution in the manner provided by N.C.G.S. § 160A- 413 and N.C.G.S. § 160A-360(g). Absent notice to the contrary, this Agreement shall automatically renew for up to ten (10) additional terms of one (1) year each. This Agreement is subject to the availability of funds to pay for the specified services and may be terminated at any time without the stated notice if such funds become unavailable.

4. Each Town will submit a request to the State Department of Insurance seeking authority for the respective building inspectors to conduct field inspections on behalf of the reciprocal Town.

5. Either Town may request the assistance of the building inspector from the other Town to provide inspection services on an as-needed basis, without providing compensation unless otherwise agreed to in writing.

6. Each Town agrees to hire, maintain and supervise a sufficient building inspection staff to timely and competently provide the services under this Agreement. Otherwise, nothing in this Agreement shall prevent either Town from entering into mutual aid agreements with other local governments to provide building or fire inspection services to such other local governments.

7. This Agreement is subject to each Town's building inspector's need for time off and whatever emergency situation that may arise over the course of this Agreement that might require the building inspector to devote all of his/her time and expertise to the Town with whom he/she is employed.

8. Each Town's building inspector will only conduct scheduled field inspections and is relieved of the responsibility of maintaining office hours.

9. Each Town shall defend, save harmless, and indemnify other Town, as well as the building inspectors, officials, officers, other employees and agents of the other Town, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of his or her or their duties.

10. If at any time for any reason, either Town can no longer hire, maintain or supervise a sufficient building inspection staff, such Town shall notify the other Town of the deficiency as soon as practical, and the Towns shall cooperate and mutually discuss an action to amend or terminate this Agreement.

11. All persons employed or acting on behalf of either Town in providing services shall be treated as employees or agents of such Town.

12. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to Nags Head or Kill Devil Hills, their governing boards, officers, employees, agents or anyone else having immunity due to their relationship with Nags Head or Kill Devil Hills.

13. The terms of this Agreement may only be modified by a written mutual agreement signed by the Towns and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as the day and year first above written.

Town of Nags Head, North Carolina

By: _____
Andrew Garman, Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Town of Nags Head Finance Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written.

Town of Kill Devil Hills, North Carolina

By: _____
Debora P. Diaz, Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Town of Kill Devil Hills Finance Officer