

NORTH CAROLINA

**INSPECTION SERVICES INTERLOCAL
AND MUTUAL AID AGREEMENT**

UNION COUNTY

THIS INSPECTION SERVICES INTERLOCAL AND MUTUAL AID AGREEMENT (“Agreement”) is entered into this _____, 2025, by and between **UNION COUNTY**, a political subdivision of the State of North Carolina (hereafter “Union”), and **ANSON COUNTY**, a political subdivision of the State of North Carolina (hereafter “Anson”), individually each a (“Party”), and collectively (“Parties”).

WHEREAS, pursuant to N.C.G.S. § 160D-1102, Anson currently provides North Carolina State Building Code inspections within its jurisdiction in Anson County; and

WHEREAS, pursuant to N.C.G.S. § 160D-1102, Union provides North Carolina State Building Code inspections within its jurisdiction in Union County; and

WHEREAS, due to a temporary lack of available personnel in Anson’s Building Standards Division to perform North Carolina State Building Code inspections, Anson requests temporary assistance with certain inspection services; and

WHEREAS, N.C.G.S. § 160D-1102 provides that a local government may provide for inspections services in several ways, including, among others, contracting with another unit of local government for the provision of inspection services pursuant to Part 1 of Article 20 of Chapter 160A of the General Statutes; and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the General Statutes authorizes any unit of local government of this State and any other unit of local government of this State to enter into agreements with each other in order to execute any undertakings; and

WHEREAS, N.C.G.S. § 160D-1105 authorizes a local government to contract with the employer of an individual who holds applicable certificates issued by the North Carolina Code Officials Qualification Board; and

WHEREAS, N.C.G.S. § 160D-1107 provides that any two or more counties may enter into contract with each other to provide mutual aid and assistance in the administration and enforcement of State and local laws pertaining to the North Carolina State Building Code; and

WHEREAS, Parties desire to authorize Union to direct one or more of Union’s inspectors to perform inspections within Anson’s jurisdiction as services and mutual aid as set forth and detailed herein and as authorized by N.C.G.S. §§ 160D-1102, 160D-1105, 160D-1107, as well as Part 1 of Article 20 of Chapter 160A of the General Statutes; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. **PURPOSE.** This Agreement is for Union to provide inspectors under its employ to assist Anson with the performance of certain North Carolina State Building Code inspection work within Anson's jurisdiction. Union shall provide inspectors who will provide residential and commercial North Carolina State Building Code field inspection work assistance services. Union will direct Union inspectors to provide Level I, II, and III North Carolina State Building Code inspection work for residential and commercial properties within Anson's jurisdiction. Such inspection work provided by Union shall not include the performance of inspection work under the Fire Prevention Code portion of the North Carolina State Building Code. Additionally, Union's assistance to Anson shall not include performing, or otherwise providing assistance with, residential plan reviews for all portions of the North Carolina State Building Code. Anson shall remain responsible for enforcement actions related to Union's inspection services provided pursuant to this Agreement. The services described in this paragraph shall hereafter be referenced collectively as the "Services."

2. **REQUESTS FOR SERVICES.** Union shall provide Services to Anson only upon the request of Anson. Anson's County Manager, Chief Building Inspector, or Planning Director may make such a request for the provision of Services in writing (which may include electronic correspondence) to Union's County Manager, Assistant County Manager, or Building Code Enforcement Director. Union and Anson officials shall mutually agree upon the properties for which Services shall be provided. Any Union employee or official providing the Services under this Agreement shall have the same jurisdiction, powers, rights, privileges, and immunities, including those relating to the defense of civil actions and payments of judgments, as the Code-enforcement officials of Anson.

The number of hours spent by Union staff performing the Services shall be at the sole discretion of Union. Nothing in this Agreement shall be construed to deprive Union of its discretion to provide, or decline to provide, the Services under any circumstances. In no instance shall Union, or any of its officials or employees, be held to answer in any civil or criminal action for declining to provide Services.

3. **PERSONNEL.** The personnel necessary for the provision of Services under this Agreement shall be credentialed North Carolina State Building Code inspectors. All employees of Union shall remain employees of Union and all employees of Anson shall remain employees of Anson. Anson and Union employees, while acting in conjunction with this Agreement, shall be covered by their respective employer's Worker's Compensation policy.
4. **COSTS AND FINANCING.** All of Union's actual costs for the provision of the Services pursuant to this Agreement, including, without limitation, payment of overtime and related fringe benefits to employees, as well as all other costs, will be the responsibility of the Anson. Union will invoice Anson monthly for Services performed during the previous month. Anson's payment of such invoice is due within thirty (30) days from the date of the invoice. All payments shall be conditioned upon appropriation by Anson County Board of Commissioners of sufficient funds for each request for services.

5. **TERM AND TERMINATION.** The initial term of this agreement shall be one (1) year from the date of execution. Upon the end of the initial term, this Agreement may be renewed for two (2) additional one (1) year terms upon written amendment to this Agreement. This Agreement may be terminated, without cause, by either Party upon thirty (30) days' written notice.
6. **INDEMNIFICATION AND REIMBURSEMENT.** To the maximum extent permitted by applicable law, Anson agrees to protect, defend, indemnify, and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Anson, its officers, employees, subcontractors or agents. Anson further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Anson also agrees to reimburse Union for any and all costs incurred in defending an action brought against Union as a result of Union's performance of the Services under this Agreement to the extent that such action is not the result of Union's sole negligence.
7. **COMMUNICATIONS.** Parties will cooperate and work together to communicate regarding the performance of the Services.
8. **JOINT AGENCY.** No joint agency is established as a result of this Agreement.
9. **OWNERSHIP OF REAL PROPERTY.** All property of Union shall remain property of Union and all property of Anson shall remain property of Anson under this Agreement.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between Parties. No other agreement, statement, or promise made by either party, orally or in writing, which is not contained in this Agreement shall be valid or binding.
11. **AMENDMENT.** This Agreement may be amended only by written instrument duly executed by Parties.
12. **JOINT EFFORTS.** This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of preparation, submission, or drafting hereof.
13. **SEVERABILITY.** The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or

impose an unconscionable burden upon one of the Parties. Parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

14. **COMPLIANCE WITH LAWS.** In the performance of their duties pursuant to this Agreement, Union and Anson shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed.

WITNESS

UNION COUNTY

Lynn G. West
Clerk to the Board

Brian Matthews
County Manager

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

Finance Officer

WITNESS

ANSON COUNTY

Clerk to the Board

Leonard Sossamon
County Manager

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

Finance Officer