

**INTERLOCAL AGREEMENT:
APPROVAL FOR BUNCOMBE COUNTY TO CONDUCT BUILDINGS INSPECTIONS FOR THE AB TECH
COMMUNITY COLLEGE 2017-2018 CAPITAL IMPROVEMENTS PROJECT**

THIS AGREEMENT (hereinafter "Agreement"), dated _____, 20____, and entered into by and between **THE CITY OF ASHEVILLE, North Carolina**, a political subdivision of the State of North Carolina (hereinafter "City" or "City Council") and the **COUNTY OF BUNCOMBE, NORTH CAROLINA**, also a political subdivision of the State of North Carolina (hereinafter "County" or "Board of Commissioners") (jointly referred to as "Parties").

WITNESSETH:

WHEREAS, on November 8, 2011, the voters of Buncombe County approved the levy of a One-Quarter Cent County Sales and Use Tax; and

WHEREAS, by Resolution dated December 6, 2011, the Board of Commissioners confirmed their intent to spend the additional revenues from the One-Quarter Cent County Sales and Use Tax to make certain capital improvements to the Asheville-Buncombe Technical Community College (hereinafter "AB Tech Capital Projects"); and

WHEREAS, the State Board of Community Colleges, pursuant to its authority granted under Section 8.19 of Session Law 2011-145, has delegated to the County construction authority, said authority being more specifically described in "Special Construction Delegation Guidelines" (CC11-028) issued by the North Carolina State Board of Community Colleges; and

WHEREAS, under said construction authority, the County will oversee the aforementioned Capital Projects and therefore, believes it would be more efficient for it, rather than the City, to exercise inspection authority and monitor and insure compliance with North Carolina's building rules and regulations pursuant to its authority under N.C. Gen. Stat. sec. 153A-351 and 153A-352; and

WHEREAS, the County has requested that the City allow it to conduct the building inspections and permitting for the AB Tech Capital Projects, and the City agrees, with some limited exceptions, that the County should be allowed to conduct said inspections within its jurisdiction; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-392 North Carolina Cities' permitting and inspection authority is "applicable to the erection, construction, and use of buildings by the State of North Carolina and its political subdivisions[;]"; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-413, ["t]he city council of any city may request the board of county commissioners of the county in which the city is located to direct one or more county building inspectors to exercise their powers within part or all of the city's jurisdiction...[;]" and in the manner provided in N.C.G.S. sec. 160A-360(g); and

WHEREAS, in addition, the Parties are authorized to execute and enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. § 160A-461; and

WHEREAS, this Interlocal Agreement was approved by the City Council of the City of Asheville pursuant to Resolution No. ___ adopted on November 28, 2017 and also approved by the Board of Commissioners of Buncombe County pursuant to Resolution No. ___ adopted on November , 2017;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Section 1. Exercise of Power by County; Duration. The City hereby agrees that the County shall direct its building inspector and his or her designee(s) to exercise his or her powers on the campuses of Asheville-Buncombe Technical Community College located within the City for the Project known as the AB Tech Capital Improvement Projects, until said Projects referenced herein are complete, but not to exceed a period of two (2) years from the date of execution of this Agreement, unless otherwise agreed by the Parties.

Section 2. Exclusive Authority; Collection of Fees. With some limited exceptions as described in Section 3 below, Buncombe County is hereby granted the exclusive authority to perform and conduct any and all of the requisite and necessary inspections, as well as to charge and collect fees for such inspections, for any and all inspections that are required for the Capital Improvement Projects listed in the Scope of Work attached hereto, and incorporated herein in as **Exhibit A**, including, the Building Inspections set forth in G.S. §153A-350, et seq., and any fire inspections for the renovation and repair work, which shall be conducted by the Buncombe County Fire Marshal's office.

Section 3. City Retained Authority; City-County Meeting Prior to County Permitting Activity. Notwithstanding the provisions of Section 2 above, the City, shall remain responsible for review, permit approval and inspection of any work triggering City of Asheville planning and zoning, storm water, grading and/or erosion control standards or regulations, as well as public safety radio communication requirements (City Code 7-11-9). Additionally, the City of Asheville Fire Department shall be included on the final inspections conducted by the County in accordance with the provisions of Section 2, for all fire

related permitted work on any new or existing construction, and shall also be notified by the County Fire Marshal if, and when any fire safety systems are out of service in existing buildings as well as if, in the case of occupied buildings, a fire watch procedure is in place. The City of Asheville Fire Department shall retain responsibility for all periodic fire prevention inspections of AB Tech existing buildings, including those listed on Exhibit A, as established by the North Carolina Office of State Fire Marshal for existing premises.

In order to ensure compliance with this provision, County and City Development and Inspections personnel, as well as any other necessary parties, shall meet to review the Scope of the Project and to discuss the City thresholds for triggering the aforementioned standards PRIOR TO the commencement of the County authority under Section 2 of this Agreement.

Section 4. Copies of Documentation. The County agrees to furnish the City with copies of all permits and certificates of occupancy issued pursuant to the provision of this Agreement, such copies to be submitted promptly upon issuance to the County Fire Marshall.

Section 5. Indemnification. With respect to permit issuance, inspection, issuance of certificates of compliance and issuance of certificates of occupancy outlined in Section 2 of this Agreement, the County agrees to indemnify and hold harmless the City and its employees, against any and all claims arising out of or related to such inspections/permits issued by the County, except for any claims based on the negligent or wrongful acts or omissions of the City. It is understood and agreed by all parties, that County officials or authorized agents acting pursuant to their inspection authority under Section 2 of this Agreement, shall continue to be considered County employees, and not City employees, and the County shall have the same potential liability, if any, for inspection conducted by such employees as they do for other County employees.

Section 4. Entire Agreement. This Agreement together with any Exhibits, contains the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth herein. The terms of this Agreement are contractual and not merely a recital. This Agreement may not be altered or amended except by an amendment in writing duly executed by the Parties.

Section 5. Invalid Provision to Affect no Others. If any provisions of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity and enforceability of such remaining provisions.

[Signatures begin on the next page]

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agreement by their officers thereunto duly authorized as of the day and year first written above.

THE CITY OF ASHEVILLE

[SEAL]

By: _____
Esther E. Manheimer, Mayor

Attest:

Maggie Burleson, City Clerk
Approved as to Form:

City Attorney

[Counterpart signature page to the Agency Agreement]

COUNTY OF BUNCOMBE, NORTH CAROLINA

By: _____
Brownie Newman
Chairperson of the Board of Commissioners

[SEAL]

Attest:

Kathy Hughes
Clerk to the Board of Commissioners

Approved as to Form:

County Attorney