

NORTH CAROLINA

INTERLOCAL AGREEMENT - BUILDING INSPECTIONS

ONSLOW COUNTY

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2025 by and between ONSLOW COUNTY, a body politic and corporate of the State of North Carolina and the TOWN OF NORTH TOPSAIL BEACH, a municipal corporation of the State of North Carolina.

WITNESSETH:

ARTICLE I
Definitions

- 1.1 “Agreement” – means and refers to this Interlocal Agreement, and any amendments hereto.
- 1.2 “County” – means and refers to Onslow County, a body politic and corporate of the State of North Carolina.
- 1.3 “Ordinance(s)” – means and refers to the Town’s Unified Development Ordinance and Code of Ordinances; with the exception of the Town’s flood damage prevention ordinance.
- 1.4 “Town” – means and refers to the Town of North Topsail Beach, a municipal corporation existing by virtue of the laws of the State of North Carolina.

ARTICLE 2
Recitals

- 2.1 Town currently operates a building inspections department and is seeking assistance in the provision of building inspection services on an as needed basis.
- 2.2 County currently operates a Planning and Development Department which conducts building inspections and provides these services to local municipalities upon request through interlocal agreements.
- 2.3 The parties therefore enter into this Agreement to allow County’s Planning and Development Department to inspect structures in Town for compliance with North Carolina State Building Code upon request by Town.
- 2.4 This Agreement supersedes and replaces any previous Agreements between County and Town with regards to the provision of building inspection services by County to Town.

ARTICLE 3
Purpose of Agreement

The purpose of this Agreement is to set forth the mutual responsibilities and duties of the parties as to building inspections to be performed by County within Town.

ARTICLE 4
Authority

This Agreement is executed pursuant to the authority granted by:

4.1 Chapter 160A, Article 20 “Interlocal Cooperation”, Part 1 “Joint Exercise of Powers” of the North Carolina General Statutes; and

4.2 Chapter 160D, Article 2 “Planning and Development Regulation Jurisdiction,” Article 4 “Administration, Enforcement, and Appeals,” Article 5 “Planning,” and Article 11 “Building Code Enforcement” of the North Carolina General Statutes.

ARTICLE 5
Responsibilities of County

County agrees as follows:

5.1 When staffing allows, County shall direct its building inspectors to exercise their powers within Town’s jurisdiction, which jurisdiction includes both the municipal boundaries of Town and Town’s area of extraterritorial jurisdiction, if any.

5.2 County’s building inspectors are hereby empowered to exercise their powers, including but not limited to N.C. Gen. Stat. § 160D-1119, upon request by Town, and will enforce County’s building inspection code, and assist in the enforcement of Town’s Ordinance(s), as such may be amended from time to time. Provided, however, County’s assistance in the enforcement of the Ordinance shall be limited to only those sections that pertain to a building inspector's duties, obligations and authorities thereunder. Any enforcement actions on behalf of the Town as a result of an inspection hereunder shall be the sole responsibility of the Town, with the inspector’s assistance and cooperation, which will not be unreasonably withheld.

5.3 Notwithstanding anything to the contrary contained herein:

- A. County shall not issue a building inspections permit until it has received in writing from Town confirmation that all of Town’s rules, regulations, ordinances and requirements, that are not the duty of County to inspect pursuant to this Agreement, have been met, and that any applicable permits have been issued.
- B. County shall not issue a temporary certificate of occupancy, nor a certificate of occupancy, until it has received in writing from Town confirmation that all

required permits are still in full force and effect, and if applicable, that a certificate of zoning compliance has been issued.

- C. County and its building inspectors shall not be required to perform any other service for Town other than building inspections, unless otherwise agreed to and accepted by County.

5.4 For services provided by County to the Town hereunder, County shall be reimbursed under its normal schedule of inspection fees presently existing at the time of this Agreement, see Exhibit A attached hereto and incorporated herein by reference; however, any change or amendment to the County's schedule of fees presently existing at the time of this Agreement will require the Town to reapprove this agreement under those changed inspection fees.

5.5 Town shall have the right to refuse building inspection services should the hourly fee and/or mileage reimbursement exceed an amount that Town cannot fiscally manage. The Town shall be required to notify the County no less than 24 hours in advance of the scheduled inspection if it wishes to cancel the inspection due to financial concerns.

5.6 County shall take all steps and actions necessary to achieve the purposes of this Agreement.

ARTICLE 6

Responsibilities of Town

Town agrees as follows:

6.1 Town hereby authorizes and empowers County and its building inspectors to enforce the North Carolina State Building Code within the municipal limits of Town, as well as within the area of extraterritorial jurisdiction of Town, if any.

6.2 Town shall promptly respond to any and all requests of County regarding verification of compliance by an applicant of all of Town's rules, regulations, ordinances and permits.

6.3 Town shall take all steps and actions necessary to achieve the purposes of this Agreement.

ARTICLE 7
Term and Termination

7.1 This Agreement is perpetual and may be terminated by either party for cause upon fourteen (14) days' advance written notice.

7.2 Unless otherwise agreed to by the parties, and except as otherwise stated herein, this Agreement may be terminated only in accordance with the procedures set forth in N.C. Gen. Stat. § 160D-202(i).

ARTICLE 8
Miscellaneous

8.1 Entire Agreement Modification: This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

8.2 Severability: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

8.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

8.4 Assignment: Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

8.5 Covenant of Further Assurances: The Parties agree that from and after the date of execution of this Agreement, each, and only upon the request of the other, shall take such actions as may be reasonably required to carry out the purpose and intent of this Agreement.

8.6 Headings: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

8.7 Multiple Originals: This Agreement may be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.8 Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

8.9 Consideration: The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

IN TESTIMONY WHEREOF, ONSLOW COUNTY has caused this instrument to be executed in its name by the Chairman of its Board of Commissioners, attested by the Clerk to said Board, and its seal to be hereunto affixed all by order of said Board of Commissioners duly given; and,

IN TESTIMONY WHEREOF, TOWN OF NORTH TOPSAIL BEACH has caused this instrument to be executed in its name by its Mayor, attested by the Town Clerk, and its seal to be hereunto affixed all by order of its Board of Alderman duly given, all as of the day and year first above written.

ONSLOW COUNTY

Chairman

Attest:

Clerk: _____

[County Seal]

TOWN OF NORTH TOPSAIL BEACH

Mayor

Attest:

Clerk: _____

[Town Seal]

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

Town of North Topsail Beach Finance Officer