

INTERLOCAL AGREEMENT
INSPECTIONS SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____ 2026 by and between Town of Swansboro, a body politic of the State of North Carolina, (hereinafter referred to as "Town of Swansboro"), and the City of Jacksonville, NC, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as "City of Jacksonville");

WITNESSETH

WHEREAS, North Carolina General Statute §160D-402 (c) authorizes the Town of Swansboro to request that the Jacksonville City Council to direct one or more City of Jacksonville staff members to exercise their powers within part or all of the Town's jurisdiction; and

WHEREAS, the City of Jacksonville and the Town of Swansboro agree there are mutual benefits for directing City of Jacksonville building inspectors to provide building inspection services through the exercise of their powers for the Town of Swansboro during the absence of a qualified building official.

WHEREAS, City of Jacksonville through its City Council has agreed to provide such building inspection services consistent with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

1. The City of Jacksonville agrees to provide the following building inspection services: building & review inspections level 1,2 & 3, electrical review and inspections level 1, 2 & 3, plumbing review and inspections level 1,2 & 3 and mechanical review and inspections level 1,2 & 3 for the Town of Swansboro.
2. In providing services under this Agreement, the City of Jacksonville will be administering and enforcing the requirements of the North Carolina State Building Code and all volumes, appendices, and amendments thereto. In the event that enforcement of the code requires legal proceedings, such proceedings shall be instituted by Town of Swansboro. All costs of such proceedings shall be paid by Town of Swansboro.
3. The Town of Swansboro shall retain administration of its local zoning and code enforcement ordinances. Specifically, shall retain (1) administration and issuance of zoning permits and zoning approvals; and (2) administration and issuance of Floodplain Development Permits through its Floodplain Administrator. In all other cases and consistent with this Agreement, the duties and responsibilities of the position of "Building Inspector" as cited in the North Carolina General Statutes will be assumed by the City of Jacksonville Building Inspections Department, with the exclusion of issuing of permits. Nothing in this Agreement shall be interpreted to void the Town of Swansboro obligation to do fire inspections.

4. The Town of Swansboro agrees to provide City of Jacksonville any documentation, files, publications, maps, or other materials in the Town of Swansboro's possession at City of Jacksonville's request in order to assist the City of Jacksonville in providing services under this Agreement.
5. The Town of Swansboro agrees to receive and process all applications, associated fees and other materials and documentation necessary for City of Jacksonville to provide the services under this Agreement. When required, the Town of Swansboro will forward all materials and documentation for review by City of Jacksonville for compliance with the laws and regulations under this Agreement.
6. The City of Jacksonville agrees to provide the services under this Agreement at the regular hourly rate to include the cost of benefits for the personnel engaged, the Federal Standard Mileage Rate (effective 01/01/2026) plus a ten percent (10%) administration fee. After hours calls (including emergency) upon availability shall be billed at one & one-half (1 ½)) the regular hourly rate to include the cost of benefits, the Federal Standard Mileage Rate (effective 01/01/2026) plus a ten percent (10%) administration fee. Invoices shall be submitted by the City of Jacksonville to the Town of Swansboro monthly for processing and shall be paid within 30 days.
7. This Agreement shall be effective from the date signed by both parties and continue for a period of twelve (12) months, with an option to renew agreement for two (2) additional twelve (12) month periods. Either party may terminate this Agreement upon 30 days advance written notice to the other party in the manner provided by NC GS §160D-402 (c) and NC GS §160D-202 (i).
8. The City of Jacksonville agrees to maintain and supervise a sufficient building inspection staff to timely and competently provide the services under this Agreement. The City of Jacksonville shall have three (3) business days from the date an inspection request is received by the City of Jacksonville to perform the inspection and provide all documentation to the Town of Swansboro. However, the City of Jacksonville shall have the right to suspend service to the Town of Swansboro should their own workload prohibit timely response.
9. All persons employed or acting on behalf of City of Jacksonville in providing services under this Agreement shall be treated as employees or agents of Town of Swansboro, and the City of Jacksonville shall not be responsible or liable for any claims against said persons or the City of Jacksonville arising from such services. To the extent allowed by applicable law, the Town of Swansboro specifically covenants and agrees to assume all liability for any act or omission by any person employed or acting on behalf of City of Jacksonville in providing services pursuant to this Agreement, and hold harmless and indemnify the City of Jacksonville for all damages, awards, penalties, or other expenses, including legal fees, resulting from claims or actions against individuals or the City of Jacksonville in the performance of services under this Agreement.

10. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to Town of Swansboro or the City of Jacksonville, their governing boards, officers, employees, agents or anyone else having immunity due to their relationship with the Town of Swansboro or the City of Jacksonville.

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

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement for Inspection Services as of the date signed below:

TOWN OF SWANSBORO

Jonathan Barlow, Town Manager

Date

Attest: _____ (seal)
Alissa Fender, Town Clerk

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

Swansboro Finance Director, _____

Date

CITY OF JACKSONVILLE

Joshua W. Ray, City Manager

Date

Attest: _____ (seal)
Rose R. Marshburn, City Clerk

CERTIFICATE OF CITY'S ATTORNEY

I, the undersigned, Lorna I. Welch, the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached Interlocal Agreement for Building Inspection Services between the City of Jacksonville and the Town of Swansboro and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Lorna I. Welch, City Attorney

Date

APPROVAL BY CITY FINANCE OFFICER

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

Sabrina Adams, Finance Director

Date

Account number for Revenue: _____
Amount:\$ TBD