

STATE OF NORTH CAROLINA
GUILFORD COUNTY

**INTERLOCAL AGREEMENT BETWEEN GUILFORD COUNTY
AND THE TOWN OF WHITSETT
REGARDING FIRE CODES, FIRE INVESTIGATION SERVICES
AND FIRE INSPECTION SERVICES**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this 1st day of July, 2017, by and between **GUILFORD COUNTY, on behalf of its Emergency Services Department and Fire Marshal's Office**, hereinafter referred to as "**GUILFORD**," and **TOWN OF WHITSETT**, hereinafter referred to as "**TOWN**," and also collectively referred to as the "Parties."

W I T N E S S E T H :

WHEREAS, the COUNTY and TOWN desire to contract for certain COUNTY services and the cost for said services to be furnished by the COUNTY to the TOWN:

NOW, THEREFORE, in consideration of the foregoing, the COUNTY and TOWN do hereby agree as follows, as authorized by Article 20, Part I. of N.C.G.S. §160A and other applicable laws:

- 1. FIRE CODES.** The COUNTY shall administer for the TOWN throughout the TOWN'S incorporated and extraterritorial area all fire codes adopted by and in force in Guilford County/the N.C. State Fire Prevention Code.
- 2. FIRE INVESTIGATION SERVICES.** The COUNTY will conduct all fire investigations pursuant to N.C.G.S. §69.1.
- 3. FIRE INSPECTION SERVICES.** The TOWN agrees that for and in consideration of the COUNTY'S providing fire inspection services, to include plans review services, final certificate of occupancy inspections and change of occupancy inspections, the COUNTY shall be entitled to continue to retain all fees and charges for commercial and industrial inspection services which may be levied pursuant to applicable provisions of the GUILFORD COUNTY Code of Ordinances and other applicable law. This Agreement does not include such services for one and two family dwellings, and supersedes any other agreements or resolutions involving these inspections made by the COUNTY and TOWN which may be in effect.

4. **FEES.** In consideration therefore, the COUNTY will bill based on Board of Commissioner approved fees (See the **Statement of Billing Schedule**, which is attached hereto and incorporated herein by reference as **Attachment A**).
5. **INDEMNITY.**
 - A. The TOWN will indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.
 - B. GUILFORD COUNTY will indemnify and hold harmless the TOWN, and hereby agrees to be liable for any and all claims, costs, demands, causes of action (including reasonable attorney fees, if any), losses or damages that may be made against the TOWN as a result of any negligent acts or omissions or willful misconduct on the part of GUILFORD COUNTY, its employees or agents. GUILFORD COUNTY shall be responsible for the negligence of its employees and agents to the extent of the North Carolina Tort Claims Act.
6. **JURISDICTION.** This Agreement is subject to the jurisdiction and laws of the State of North Carolina, and both PARTIES agree to comply with all applicable laws. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
7. **IRAN DIVESTMENT ACT OF 2015.** In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.
8. **EFFECTIVE DATE.** This Agreement shall become effective as of **July 1, 2017**.
9. **TERMINATION.** This Agreement will remain in full force and effect until amended by the Parties or until terminated by either Party giving at least sixty (60) days written notice to the other Party.
10. **AMENDMENT.** The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.

- 11. INDEPENDENT CONTRACTOR.** The COUNTY is in no way responsible for the administration or supervision of the TOWN'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 12. NOTICES.** Notices under this Interlocal Agreement shall be deemed sufficient upon the mailing to the Parties by certified or registered mail at the following locations:

Marty K. Lawing, County Manager
GUILFORD COUNTY
P.O. Box 3427
Greensboro, NC 27402

TOWN OF WHITSETT
Gary Deal, Town Administrator
811 Highway 61 South
Whitsett, NC 27377

- 13. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization or bold typestyle of certain words or phrases in this Agreement are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment," "Exhibit," and "Addendum" have the same meaning and may be used interchangeably throughout this document.
- 14. ENTIRE AGREEMENT.** This Agreement, including the Exhibit(s) and/or Attachment(s), sets forth the entire Agreement between the Parties regarding the matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives are hereby merged within and extinguished. This Contract shall not be modified except by a Contract Amendment executed by the Parties. A separate Agreement subscribed to by the Parties may supersede this Agreement.

(The remainder of this page is intentionally left blank.
This Agreement continues with signatures on the following pages.)

GUILFORD COUNTY CONTRACT NO. 87963-07/17-008
TOWN OF WHITSETT

IN WITNESS WHEREOF, GUILFORD COUNTY and the TOWN OF WHITSETT have set their hands and seals as of this day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing
Guilford County Manager

Robin B. Keller
Guilford County Clerk to Board

(COUNTY SEAL)

APPROVED AS TO CONTENT:

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

James L. Albright, Director
Guilford County Emergency Services
Department

N. Reid Baker, III, Director
Guilford County Finance Department

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This Agreement continues with signatures on the following page.)

GUILFORD COUNTY CONTRACT NO. 87963-07/17-008
TOWN OF WHITSETT

TOWN OF WHITSETT

ATTEST:

By:_____

Printed Name:_____
Town Mayor

Printed Name:_____
Town Clerk

(TOWN SEAL)

Printed Name:_____
Town Administrator

APPROVED AS TO FORM & LEGALITY:

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

Printed Name:_____
Town Attorney

Printed Name:_____
Town Finance Officer

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**GUILFORD COUNTY EMERGENCY SERVICES****Fire Marshal's Office**

1002 Meadowood Street Greensboro NC 27409

(336) 641-7565

FIRE PREVENTION FEE SCHEDULE 2010**Effective July 1, 2010****Reinspection Fees apply to all inspections listed below****Plan Review Fees**

Building Plan Review	0-999 SF	\$75.00	Site Plan Review	0-999 SF	\$0.00
	1000-2499 SF	\$100.00		1000-2499 SF	\$0.00
	2500-9999 SF	\$150.00		2500-9999 SF	\$0.00
	10000-49999 SF	\$275.00		10000-49999 SF	\$0.00
	50000 > SF	\$400.00		50000 > SF	\$0.00

Sprinkler Plan Review	Per Riser	\$75.00
Fire Alarm Plan Review	Per each 50 Devices	\$75.00
Tank Plan Review	Per Tank	\$75.00
AES Plan Review	Per System	\$75.00

New Construction Inspection Fees

Reinspection New Construction	2nd visit	\$60.00
	3rd visit	\$100.00
	4th visit >	\$200.00
Sprinkler/Standpipe/Pump Test	First 3 hrs	\$150.00
	Each hr +	\$150.00
Fire Alarm Test	Per Inspector	\$100.00
AES Field Test		\$100.00
Tank Inspection		\$100.00

Permit Fees

Blasting Permit & Inspection	30 Day Permit	\$125.00
	90 Day Permit	\$200.00
Fireworks Event	Initial	\$125.00
	Subsequent	\$125.00
Tent Inspection		\$100.00
Tank Inspection		\$100.00

Routine Inspection Fees

Routine Inspection	1st visit	No Charge
Reinspection	Final	No Charge
	2nd visit	\$60.00
	3rd visit	\$100.00
Judicial	4th visit	\$150.00
Institutional Facility		\$75.00
Daycare Inspection		\$50.00
Foster Care Inspection		\$55.00
ABC Inspection		\$50.00

Citation Fees**Non-compliance**

Non-life safety violation	1st citation	\$ 50.00
	2nd citation	\$ 100.00
	3rd citation	\$ 150.00

Non-compliance

Life Safety Violation	1st citation	\$ 150.00
	2nd citation	\$ 500.00
	3rd citation	\$ 1,000.00

* Fire Investigation fee per hour \$50.00

rev. 07-2010