



## REQUEST FOR BOARD ACTION

ITEM NO. 15.

**DATE OF REQUEST:** August 5, 2013

**REQUESTED BY:** Kyle M. Breuer, Director, Planning and Community Development Department

**SHORT TITLE:** Resolution Authorizing Approval of a Memorandum of Understanding (MOU) for the Provision of Providing Supplementary Inspection Services for the Town of Atkinson

**BACKGROUND:** The County has received a request from the Town of Atkinson requesting that the County provide for supplemental inspection services in cases where their Building Inspector is temporarily unavailable or does not hold the necessary building inspection certificates for a certain level construction project. As of July 1, 2013, the Town and County's existing MOU has been terminated on behalf of the Town due to their recent hiring of a building inspector. The Town is requesting that the County assist in providing inspections services in times when their Inspector is sick, on vacation, or does not have the adequate credentials to accomplish a specific inspection. The County's Inspectors, through a combination of their expertise, have their full credentials in all trades (mechanical, electrical, plumbing, and building) and are capable of providing this service.

With this MOU, the County will be reimbursed for inspection services by providing hourly rate, including benefits for a senior level inspector as well as current IRS mileage reimbursement rates associated with performing the requested inspection. It is requested, by County staff, that this MOU only cover inspection requests that are out of the scope of the Town's staff due to current work-load and responsibilities.

**SPECIFIC ACTION REQUESTED:** To consider a resolution approving the attached Memorandum of Understanding supporting the provision of providing inspection services for the Town of Atkinson with the limitation of providing services to the Town that are above the current level of the Town's resources.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

the Memorandum of Understanding providing for building inspections services with the Town of Atkinson is hereby approved. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ McCoy \_\_\_ Tate \_\_\_ Ward \_\_\_ Williams \_\_\_

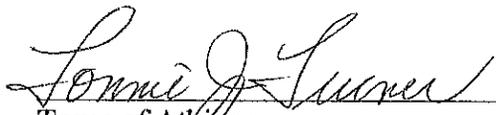
\_\_\_\_\_  
George R. Brown, Chairman 8/5/13  
Date

\_\_\_\_\_  
ATTEST 8/5/13  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF ATKINSON, BODY POLITIC  
THE COUNTY OF PENDER, BODY POLITIC**

This memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the County of Pender and the town of Atkinson.

1. Purpose: To allow the County to provide substitute personnel to conduct building inspections for the Town of Atkinson when the Town's inspector is unavailable.
2. Work Responsibilities: Upon request by the Town of Atkinson, the Pender County Building Inspector may, as County resources allow, provide inspection services to the Town. The Town agrees to compensate the County for building inspection services as follows: (a) at an hourly rate equivalent to the Senior Building Inspector position salary and benefits compensation in effect at the time the services are provided; and (b) reimbursement of vehicle mileage in the performance of inspections, based on the current IRS mileage reimbursement rate.
3. The Town of Atkinson will continue to issue zoning approvals and building permits and the County staff may perform necessary inspection services for a limited period of time when requested to do so by the Mayor of the Town of Atkinson.
4. Limitation of Liability: The County and any County Inspector providing building inspection services for the Town shall be indemnified and held harmless by the Town should a liability issue arise. The Town shall be solely responsible and liable for any damages, claims, or legal action that arises in any way in connection with this MOU. This paragraph shall not be deemed to waive any immunity or legal defenses available to the Town.
5. This agreement may be terminated by either party upon written notice to the other party.

  
Town of Atkinson

7-11-13  
Date

\_\_\_\_\_  
Pender County

\_\_\_\_\_  
Date

**TERMINATED**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF ATKINSON, BODY POLITIC  
THE COUNTY OF PENDER, BODY POLITIC

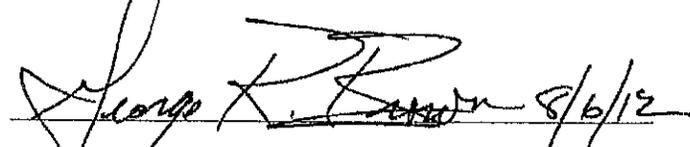
This Memorandum of Understanding (MOU) is entered into this 6<sup>th</sup> day of August by and between the County of Pender (County) and the Town of Atkinson (Town).

1. Purpose: To allow Pender County building inspectors to perform building inspections pursuant to the North Carolina Building Code (as amended) within the incorporated areas of the Town of Atkinson.
2. Work Responsibilities: The Town shall be responsible for issuing zoning approvals and any other applicable approvals prior to the issuance of a building or trade permit. Based off of said approvals, the County will issue any and all applicable building permits and perform the inspections for such. With the issuance of any County permits, the County will collect any and all associated fees for the permit and associated inspections.

The County will not issue permits, collect fees, nor perform any inspections associated with an initial hook up to Town infrastructure projects.

3. Limitation of Liability: The County and any County Inspector providing building inspection services for the Town shall be indemnified and held harmless by the Town of said services should a liability issue arise. The Town shall be solely responsible and liable for any damages, claims, or legal action that arises in any way in connection with this MOU. This paragraph shall not be deemed to waive any immunity or legal defenses available to the Town.
4. Termination: Upon written notice by either party, this MOU may be terminated for reason by any of the participating Bodies of Government

  
Town of Atkinson                      Date

  
Pender County                      Date

*FWK*

*Copy to  
Planning  
06/25/2013  
P.C. Moran*

TOWN OF ATKINSON  
P.O. BOX 160  
200 N. TOWN HALL AVE.  
ATKINSON, NC. 28421  
(910) 283-7341

June 11, 2013

Mr. Mickey Duvall  
Pender County Manager  
P.O. Box 5  
Burgaw, NC 28425

Dear Mr. Duvall:

The Town of Atkinson will be retaining the services of a private certified inspector to assume inspection duties within the Town. The Town's inspector, Mr. William Rivenbark, will assume inspection duties on July 1, 2013. Accordingly, the Town wishes to terminate the Memorandum Of Understanding (MOU) dated August 8, 2012 (copy enclosed) between the Town and the County addressing County performance of inspection duties as of that date. Please consider this letter the written notice of termination required by the MOU.

From time-to-time the Town may require assistance from the County should a project arise that exceeds the certifications held by Mr. Rivenbark or should Mr. Rivenbark be unavailable for whatever reason. In those cases the Town would appreciate the County's cooperation in providing inspection services on a temporary basis as County resources allow. The new MOU between the County and the Town provides for such temporary services from the County.

The County is currently providing inspection services for several ongoing projects within the Town. It would be to everyone's advantage to have the County to continue with these projects to completion rather than attempt to hand off inspection services *in medias res*. In addition, the Town understands that the county will continue providing environmental reviews and inspections.

Sincerely;

*Jack Turner*

Jack Turner  
Mayor, Town of Atkinson

RECEIVED JUN 25 2013

Encl: MOU of June 8, 2012