

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

NORTH CAROLINA FIRE CODE ENFORCEMENT  
MUNICIPAL AGREEMENT RESOLUTION  
TOWN OF WENDELL

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Town of Wendell, North Carolina (hereinafter, “the Town”) and Wake County, North Carolina (hereinafter, the County).

WITNESSETH

WHEREAS, the Town is required to perform the duties and responsibilities set forth in N.C. General Statute 160D-1104; and

WHEREAS, pursuant to N.C.G.S. §160D-1102(a)(iv), the Town may arrange for the County to perform inspection services within the Town’s jurisdiction; and

WHEREAS, the purpose of this Agreement is to formalize the terms under which the County will provide fire inspection services to the Town, ensuring compliance with the North Carolina Fire Code (“NCFC”) as required by N.C.G.S. §160D-1102 and 160D-1104.

NOW, THEREFORE, in consideration of public safety and the mutual benefits to the parties hereto, and the considerations stated herein, the parties do hereby covenant and agree as follows:

1. SERVICES TO BE PROVIDED

(a) The County shall provide fire inspection services for the Town as set forth in N.C.G.S. §160D-1104. In addition to those services that are statutorily required, the County agrees to provide the Town the following services within Town’s territorial jurisdiction:

- i. Inspections services of day care centers, rest homes, foster care homes and hospitals, when required by State or County agencies.
- ii. Non-residential and subdivision site plan reviews for NCFC compliance, upon request from the Town.
- iii. Responses to complaints and requests for fire inspections of individual businesses.

(b) The County, by and through the Wake County Fire Marshal’s Office, shall have the exclusive right to perform the above enumerated services throughout the term of this Agreement. The Town shall cooperate with the Wake County Fire Marshal’s Office in providing these services. The County shall have and may exercise the same inspection and enforcement powers within the Town’s regulatory and extraterritorial jurisdiction as are applicable within County jurisdiction.

## 2. TERM AND TERMINATION

(a) This agreement shall be effective January 1, 2025 and shall terminate on December 31, 2035. The Parties may agree to extend the term by execution of a written amendment to this Agreement.

(b) Either Party may terminate this Agreement, with or without cause, by providing written notice to the other party at least 90 days prior to the intended termination date. Neither Party shall have any further obligation or liability to the other Party following termination except as otherwise provided in this Agreement.

## 3. PAYMENT

(a) The Town shall pay the County an amount equal to an average of the three (3) previous calendar years for periodic fire inspections completed and required or authorized by Section 106 of the NCFC. The County shall send an official invoice with supporting documentation annually during the month of January. The Town shall pay the full amount of the invoice by July 30 of the same year. The rates shall be determined by square footage of buildings actually inspected, as shown below:

- i. \$.01 per square foot (initial inspection)
- ii. \$.005 per square foot (re-inspections)

## 4. INDEMNIFICATION

To the extent permitted by law and without waiver of applicable sovereign or governmental immunity, the Town agrees to defend, indemnify, and hold the County harmless from all loss, liability, claims, or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Town except to the extent same are caused by the negligence or misconduct of the County. It is the intent of this section to require the Town to indemnify the County to the extent permitted under North Carolina law.

To the extent permitted by law and without waiver of applicable sovereign or governmental immunity, the County agrees to defend, indemnify, and hold the Town harmless from all loss, liability, claims, or expenses (including reasonable attorney's fees) arising from bodily injury, including death, or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the County except to the extent same are caused by the negligence or misconduct of the Town. It is the intent of this section to require the County to indemnify the Town to the extent permitted under North Carolina law.

## 5. NO WAIVER OF SOVEREIGN IMMUNITY

The County and the Town agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with the County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or government immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law. The parties further agree that nothing herein shall be deemed a waiver of immunity by the Town or require the purchase of insurance by the Town.

6. ANTI DISCRIMINATION

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Code of Ordinances Title III, Section 34. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given:

\_\_\_\_\_  
Marvin Collins, Town Manager  
Town of Wendell, North Carolina

\_\_\_\_\_  
Date

Seal:

\_\_\_\_\_  
David Ellis, County Manager  
County of Wake

\_\_\_\_\_  
Date

Seal: