

# CITY OF HIGH POINT

## AGENDA ITEM



<b>TITLE:</b> Resolution Approving an Interlocal Agreement for Inspection Services – City of Archdale	
<b>FROM:</b> Damon Dequenne, Assistant City Manager	<b>MEETING DATE:</b> April 1, 2024
<b>PUBLIC HEARING:</b> n/a	<b>ADVERTISED DATE/BY:</b> n/a
<b>ATTACHMENTS:</b> Resolution for Inspection Services with the City of Archdale Interlocal Agreement for Inspection Services	

**PURPOSE:** Adoption of a resolution entering into an agreement with the City of Archdale (Archdale) to provide inspection services, further described below, to certain areas of Archdale that border the corporate limits of High Point as indicated in Exhibit A of the agreement (Exhibit A).

**BACKGROUND:** For the properties indicated in red in Exhibit A of the agreement, inspection services have historically been split between the City of High Point and the City of Archdale. Archdale currently contracts with Randolph County for building permitting and inspections and Guil-Rand Fire for life safety hazard permitting and reviews. Over time, this situation has led to confusion for the property owners due to conflicts in code ordinances. To remedy this, Archdale and High Point desire to enter into an agreement for High Point to provide the following services for the properties, in their entirety, indicated in red in Exhibit A.

- Building permitting and Inspection
- Fire Permitting and Inspection
- Fire investigation and plan review
- Life safety hazard related reviews and approvals

Randolph County and Guil-Rand Fire both approve of this agreement and the City of Archdale City Council approved the attached Interlocal Agreement at their meeting on March 26, 2024.

**BUDGET IMPACT:** Inspection fees will be charged in accordance with the approved City of High Point Fee Schedule.

**RECOMMENDATION/ACTION REQUESTED:** Staff recommends adoption of a Resolution approving an Interlocal Agreement for Inspection Services for the City of Archdale and authorization for appropriate city staff to execute all necessary documents.



**RESOLUTION APPROVING AN INTERLOCAL  
AGREEMENT FOR INSPECTION SERVICES WITH THE CITY  
OF ARCHDALE**

**WHEREAS**, the North Carolina General Statutes Chapter 160A, Article 20 provides that units of local government may enter into contracts or agreements with each other in order to execute any undertaking, and the contracts and agreements shall be of reasonable duration and ratified by resolution of the governing board of each unity spread upon its minutes; and

**WHEREAS**, the City of High Point (“High Point”) and City of Archdale (“Archdale”) are units of local government (collectively the “Parties”); and

**WHEREAS**, the Parties have a lengthy history of interlocal cooperation with respect to matters affecting their mutual interests and the benefit of their respective citizens; and

**WHEREAS**, the Parties desire to enter into this Interlocal Agreement for Inspection Services, whereby High Point will provide inspection services to certain areas of Archdale that border the corporate limits of High Point; and

**WHEREAS**, the City Council of High Point finds that it is in the best interest of the public safety and welfare of its citizens to enter into this Interlocal Agreement for Inspection Services.

**NOW THEREFORE, BE IT RESOLVED** that the High Point City Council hereby approves this Interlocal Agreement for Inspection Services with Archdale for the provision of inspection services to certain areas of Archdale that border the corporate limits of High Point.

Adopted this the 1st day of April 2024.

\_\_\_\_\_  
Cyril Jefferson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Keeney, City Clerk

## **INTERLOCAL AGREEMENT FOR INSPECTION SERVICES**

**THIS INTERLOCAL AGREEMENT FOR INSPECTION SERVICES** (“Agreement”) made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation (“High Point”), and the **CITY OF ARCHDALE**, a North Carolina municipal corporation (“Archdale”) (High Point and Archdale hereinafter collectively referred to as “Parties” and individually as a Party”).

**WHEREAS**, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

**WHEREAS**, the Parties have a lengthy history of interlocal cooperation with respect to matters affecting their mutual interests and the benefit of their respective citizens; and

**WHEREAS**, the Parties desire to enter into this Agreement for High Point to provide inspection services as more particularly described below, to certain areas of Archdale that border the corporate limits of High Point; and

**WHEREAS**, the governing bodies of High Point and Archdale, finding that this Agreement is in the best interests of the public safety and welfare, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes.

**NOW, THEREFORE**, for and in consideration of the mutual benefits, covenants, and promises contained herein, and other good and valuable consideration, the Parties agree as follows:

1. Provision of the Services. In exchange for one dollar (\$1.00), High Point will

provide the following services to the area within Archdale identified on **Exhibit A**, attached hereto and incorporated herein by reference: (a) building permitting and inspection, and (b) fire permitting, inspection, investigation, plan reviews, and anything related to life safety hazards (collectively, the “Services”).

2. **Term.** The term of this Agreement shall commence on the effective date and continue until terminated pursuant to the provisions of this Agreement, or if the corporate boundaries are altered such that this Agreement is no longer necessary.

3. **Termination.** This Agreement may be terminated (a) by mutual agreement of the Parties at any time or (b) by either Party providing at least one hundred twenty (120) days written notice of termination to the other Party.

4. **Relationship Between the Parties.** This Agreement shall not under any circumstances be construed to make High Point and Archdale partners, joint venturers, or Parties to similar relationships with each other.

5. **Notice.** All notices, approvals, consents, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective parties as follows:

**ARCHDALE:**

City Manager  
City of Archdale  
307 Balfour Drive  
Archdale, NC 27263

**HIGH POINT:**

City Manager  
City of High Point  
P. O. Box 230  
High Point, NC 27261

**With a copy to:**

City Attorney's Office

City of High Point  
P.O. Box 230  
High Point, NC 27261

or to such other addresses as either party shall subsequently designate by notice given in accordance with this section.

6. Entire Agreement Conflicting Provisions. This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail.

7. Modification, Severability, No Waiver. The Agreement may be modified, amended, or supplemented only by an agreement in writing signed by each Party hereto. The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated. Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.

8. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law). Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina

located in Guilford County.

9. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[SEPARATE SIGNATURE PAGES TO FOLLOW]*

**IN WITNESS WHEREOF**, this Agreement is entered into by the Parties as of the Effective Date, all pursuant to authority duly granted.

CITY OF ARCHDALE

ATTEST:

By: \_\_\_\_\_  
Lewis Dorsett, Mayor

\_\_\_\_\_  
Susan T. Swaim, City Clerk

**Preaudit Certificate**

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

\_\_\_\_\_  
Mark Barnhardt, Finance Officer

CITY OF HIGH POINT

By:

\_\_\_\_\_  
Cyril Jefferson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Keeney, City Clerk

**Preaudit Certificate**

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

\_\_\_\_\_  
Bobby Fitzjohn, Finance Officer



**EXHIBIT A**

**to**

**INTERLOCAL AGREEMENT FOR INSPECTION SERVICES**

Map of Area Where Services Will Be Provided

(See attached)



- Area where Services will be Provided
- City of High Point
- City of Archdale
- County
- Parcels
- Buildings

0 0.030.05 0.1 0.15 0.2 0.25 Miles