

INTER-LOCAL AGREEMENT FOR BUILDING INSPECTIONS

This Inter-Local Agreement for Building Inspections, (“Agreement”), entered into by and between the CITY OF CROSSVILLE, a municipal corporation, (“City”), and CUMBERLAND COUNTY, a political subdivision of the State of Tennessee, (“County”), on this ____ day of _____, 2015.

WITNESSETH:

WHEREAS, the County is now required under T.C.A. Title 68, Chapter 120 of the Public Acts of the State of Tennessee to adopt and enforce certain building codes and to establish a process for inspections under the same;

WHEREAS, the County has adopted, as of July 20, 2015, the International Residential Code of 2012, (“Code”), and has formally requested the assistance of the City with regard to the inspections required pursuant to T.C.A. Title 68;

WHEREAS, the County has adopted, as of September 21, 2015, the County has adopted:

- International Fire Code, 2012 edition, including Appendix Chapters A-J
- Life Safety Code, (NFPA No. 101), 2012 edition including Annex A and Annex B
- International Building Code, 2012 edition, including Appendix Chapters A-K
- International Residential Code, 2012 edition, including Appendix Chapters A-Q, but omitting Section R313, including subsections, and replacing Chapter 11 with Chapter 11 from the International Residential Code, 2009 edition
- 2010 ADA Standards for Accessible Design
- International Plumbing Code, 2012 edition, including Appendix Chapters A-G
- International Energy Conservation Code, 2009 edition
- International Fuel Gas Code, 2012 edition, including Appendix A, B, C, and D
- International Mechanical Code, 2012 edition, including Appendix A
- 2012 International Building Valuation

and has formally requested the assistance of the City with regard to the inspections required pursuant to T.C.A Title 68;

WHEREAS, the City has considerable experience in code inspection work by and through its Code Enforcement Department and has currently in place the procedures and mechanisms for issuance of permits, performance of inspections, and such other requirements and procedures as set forth in the Code and as is required of the County under T.C.A. Title 68;

WHEREAS, the County desires for the City to provide assistance for the inspection process, and the City has agreed to provide said assistance under the terms and provisions of this Agreement.

NOW, THEREFORE, for an in consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound as follows:

1. The City shall perform the following inspections for applicants in the County, (outside the City corporate limits), who have paid the appropriate fee, as set forth below, as follows: footer inspection, foundation inspection, rough-in building and plumbing inspections, and

final building and plumbing inspections. County applicants who are required under Title 68 and other relevant laws and regulations to obtain a building permit shall do so at the City Codes Department of the City of Crossville, which is currently located at 392 North Main Street, Crossville, Tennessee, where the City shall make staff available during the normal operational hours of the City of Crossville for the processing and issuance of permits and processing of receipts for funds paid for said permits. The City, in its sole discretion, may change the location of the Codes Enforcement Department and, if different, the location for application for permits but, upon any such change in location, the City shall immediately notify the County, by and through the County Mayor's Office, of any such location changes.

2. The number and types of permits issued for County residents, living outside the corporate limits of the City of Crossville, are public records as are the receipts collected for said permits, and all such information shall be made available to the County upon request during the normal operational hours of the City of Crossville.
3. The charges and fees for the permits issued to County residents under the terms and provisions of this Agreement are, for the term of this Agreement, as set forth on Exhibit "A" attached hereto and incorporated herein by reference thereto. All such fees paid to the City, and/or collected by the City, from applicants or otherwise, are and shall be fees and charges of the City and shall not be subject to any form of payment or reimbursement thereof to the County. The City shall, and shall be entitled to, keep and retain all such fees and charges paid by applicants for the permits contemplated herein. Should it be deemed reasonably necessary, during the term of this Agreement, by the City of Crossville, by and through its City Council, that additional equipment and/or staff be purchased or hired, respectively, for the Codes Enforcement Department, as a direct result of its obligation under this Agreement, the costs and expense of all such purchases and staff allocation or hiring, if any, shall be solely that of the City of which is shall not require reimbursement by the County.
4. The City agrees to forward a copy of all permits to the property assessor's office.
5. The term of this Agreement shall be one (1) year, said term beginning upon that date which this Agreement has been ratified and passed by both the Cumberland County Commission and the Crossville City Council and shall automatically terminate one (1) year therefrom. After the term of one (1) year this Agreement shall continue in effect on a month to month basis until which time either party shall, in writing, give a one hundred eighty (180) day notice of termination to the other party.
6. This agreement shall include commercial, commercial re-modeling, and additions. The fees associated with commercial permits will be reviewed with the County within a year of this agreement.
7. To perform the inspections contemplated and required hereunder, the City shall provide its enforcement and inspection staff who are, or shall be, during the term of this Agreement, certified as required under applicable law for the inspections to be performed in the County.

8. The City is not required hereunder, and this Agreement shall not be interpreted to require the City to, perform maintenance inspections, to enforce maintenance codes or other County requirements or ordinances other than the specific building inspections enumerated above.

9. Agricultural buildings shall be exempt from requiring permits.

10. In the event that a County resident outside the corporate limits of the City of Crossville, is found to be in non-compliance with the Code or other applicable laws or regulations as required by the County, or in the event that such County resident, refuses to abide by the adopted Code and applicable laws, or any such County resident refuses to abate or correct deficiencies or other requirements noted by the inspectors, or in the event of any other case of non-compliance by a County resident outside the corporate limits of the City of Crossville, the City shall deliver to the office of the County Mayor, its file material, inspection notes, reports and all other documentation pertaining to said resident, and it shall be the responsibility of the County to take such action as the County is required to take, or deems necessary to take, to enforce compliance with its adopted Code and other applicable laws and regulations. The City shall not be required to take civil action or criminal action to prosecute, enforce or otherwise, abate such issues of non-compliance, deficiencies and refusals by residents outside the corporate limits of the City of Crossville. However, the City and its agents shall reasonably cooperate with the County in any investigations and enforcement actions taken by the County in the situations contemplated in this paragraph.

11. The performance of the inspection obligations of the City of Crossville, by and through its agents, hereunder, is not, and shall not be interpreted to be a certification, warranty, or endorsement of any kind or type whatsoever, as to the fitness or suitability of any structure inspected by the City, residential or commercial, or of the structure's safety, integrity, or of its compliance with any particular building code of standard. Further, inspections, permits, and other duties issued or performed by the City under this Agreement, by and through its agents, are not, and shall not be interpreted to be, a certification, warranty or endorsement that any structure has been constructed in accordance with any applicable plans, specifications or blueprints for the same or that it is fit or suitable for the purposes for which it was constructed. No one shall rely, or be entitled to rely, upon the issuance of a permit under this Agreement by the City, or upon the inspections, inspection notes, records, communications and documents of the City, as any form of certification, warranty or endorsement for any matters related directly or indirectly to the foregoing, and the City shall have no liability whatsoever to any party regarding any of said matters.

12. Subject to the limitations as to liability and damages, if any, under the Tennessee Governmental Tort Liability Act, and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents, or employees, or as the results of its performance, or any of its officers, agents or employees, under this Agreement.

13. The City shall supply all materials, equipment, tools, transportation, and labor required for, or reasonably incidental to, the performance of the inspection duties contemplated herein. The

City shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.

14. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section shall not affect the validity of the remaining provisions or sections.
15. This document may be executed in any number of original signed counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
16. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
17. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee, and in Cumberland County, Tennessee.
18. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.
19. Notices to either party shall be sufficient if sent in writing, postage prepaid, registered or certified mail to the duly elected Mayor of the party at the address on file of either party for that Mayor.

CUMBERLAND COUNTY TENNESSEE

By: _____
Kenneth Carey, Jr., County Mayor

CITY OF CROSSVILLE, TENNESSEE

By: _____
David Rutherford, City Manager