

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

**INTERLOCAL AGREEMENT FOR FIRE CODE AND INVESTIGATIONS
BETWEEN THE CITY OF FLORENCE AND WILLIAMSON COUNTY**

This Interlocal ("Interlocal"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Section 352.019 of the Texas Local Government Code, between Williamson County ("COUNTY"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Williamson County, and the City of Florence ("LOCAL GOVERNMENT") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council,

In consideration of the foregoing and further consideration of the mutual promises, covenants, and conditions herein, the parties herby agree as follows:

I.

BASIC TERMS

COUNTY, by and through the Commissioners Court, herby affirmatively finds that the Project serves a public purpose.

COUNTY, by and through the Commissioners Court, herby affirmatively finds that COUNTY is specifically authorized by law to individually and independently undertake the Project on its own, with consent of LOCAL GOVERNMENT, as provided in this Interlocal.

LOCAL GOVERNMENT, by and through its City Council, herby affirmatively finds that LOCAL GOVERNMENT is specifically authorized by law to individually and independently undertake the Project on its own.

COUNTY and LOCAL GOVERNMENT, agree that, in performing the governmental functions contemplated in this Interlocal or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

COUNTY and LOCAL GOVERNMENT affirmatively find that the performance of this Interlocal is in the common interest of both parties, that undertaking this Interlocal will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Interlocal.

Neither COUNTY nor LOCAL GOVERNMENT intends for any third party to obtain a right by virtue of this Interlocal.

LOCAL GOVERNMENT agrees that COUNTY shall not be required to perform this Interlocal within any time limit.

COUNTY and LOCAL GOVERNMENT understand and agree that COUNTY is an Independent Contractor and that at no time will COUNTY's employees, agents or assignees be deemed for any purpose to be employees or agents of LOCAL GOVERNMENT,

COUNTY and LOCAL GOVERNMENT understand and agree that LOCAL GOVERNMENT is an Independent Contractor and that at no time will LOCAL GOVERNMENT's employees, agents or assignees be deemed for any purpose to be employees or agents of COUNTY.

COUNTY and LOCAL GOVERNMENT intend that the COUNTY Fire Marshal may enforce orders and decrees within the LOCAL GOVERNMENT as specifically required to do so by this Interlocal and that the COUNTY Fire Marshal may act in a cooperative and advisory capacity as provided in this Interlocal.

II. PURPOSE

The purpose of this Project is to provide for fire code premise inspection services and fire investigation services within LOCAL GOVERNMENT's city limits that are also inside COUNTY.

III. TERM

The term of this Interlocal will be from the date of execution by the last party hereto until midnight on November 30, 2021, and automatically renewing each December 1 for a one-year term. Either party may terminate this Interlocal, with or without cause, by giving at least ten(10) days written notice to the other party.

IV. PROJECT DESCRIPTION

A. Fire Code Premise Inspection Services

1. Fire Code Premise Inspection Services shall not begin until the following have all occurred:
 - a. The LOCAL GOVERNMENT has adopted the same local fire code as currently adopted by COUNTY; and
 - b. The LOCAL GOVERNMENT has adopted the same fee schedule for permits and inspections that apply to the unincorporated portions of the COUNTY.
2. Upon compliance with Section IV, (A) (1), LOCAL GOVERNMENT will identify premises that should comply with the current local fire code and will cause the owner or applicant to send plans, specifications and other data to the COUNTY Fire Marshal,
3. The COUNTY Fire Marshal will review, comment, issue permits, inspect and require corrections, follow-ups, etc., substantially the same way that the Fire Marshal does for premises outside City limits, and
4. The COUNTY will assess and collect, directly from the owner or applicant, the same fees for permits and inspections that apply in the unincorporated portions of the

COUNTY. The COUNTY is not responsible for filing or prosecuting enforcement proceedings.

5. It is understood that neither the current local fire code nor this Interlocal will apply to one-or two-family residential buildings.

B. Fire Investigation Services

1. COUNTY shall enforce all state and county regulations that relate to fires, explosions, or damages of any kind caused by a fire or explosion.
2. COUNTY shall work with the various firefighting and fire prevention units in the county, which includes assisting LOCAL GOVERNMENT to accomplish its powers and duties.
3. The COUNTY Fire Marshal shall conduct fire investigations and enforce orders/decrees within the municipality as provided in Texas Local Government Code Section 352.109.

V.

PROJECT LOCATION

The location of the Project is within the city limits of LOCAL GOVERNMENT.

SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

COUNTY will make its Fire Marshal and staff available for the purposes of the Project.

LOCAL GOVERNMENT'S RESPONSIBILITIES

LOCAL GOVERNMENT will be responsible for identifying premises which must comply with the current local fire code, causing the owner or applicant to send plans, specifications and other data to the COUNTY and filing or prosecuting enforcement proceedings. LOCAL GOVERNMENT shall also be responsible for contacting the County Fire Marshal to request Fire Investigation Services, when needed.

At LOCAL GOVERNMENT's sole expense, LOCAL GOVERNMENT will furnish the labor, equipment and materials necessary to perform its responsibilities under this Interlocal. LOCAL GOVERNMENT will provide all appropriate supervisory personnel necessary to coordinate the efforts of COUNTY and LOCAL GOVERNMENT personnel.

VI.

MISCELLANEOUS

By entering into the Interlocal, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Interlocal.

Nothing in this Interlocal shall create any rights or obligations in any party who is not a signatory to this Interlocal.

Nothing in this Interlocal will be deemed to constitute a waiver of sovereign immunity or powers of LOCAL GOVERNMENT, The County, the Williamson County Commissioners Court, or the Williamson County Judge.

This is the complete Interlocal by and between the Parties on the subject matter of the Interlocal. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Interlocal.

This Interlocal may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Interlocal, nor any modification or amendment of this Interlocal, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

In case any one or more of the provisions contained in this Interlocal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Interlocal and this Interlocal shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

The Parties mutually agree to act in good faith in the performance of this Interlocal.

Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

This Interlocal may not be assigned.

LOCAL GOVERNMENT agrees and understands that: by law, the Williamson County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Williamson County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Williamson County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Williamson County Attorney's Office was offered solely to benefit its client; LOCAL GOVERNMENT and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

It is expressly understood and agreed that this Interlocal will have no force or effect until duly executed by all parties and that it replaces any prior agreements, discussions, representations, warranties and/or covenants.

Notices, correspondence, and all other communications shall be address as follows:

If to COUNTY:

Williamson County
Attn: County Judge
710 S Main Street, Ste. 101
Georgetown, Texas 78626

If to LOCAL GOVERNMENT:

City of Florence

ATTN:

Mary Condon

Mayor

PO Box 430

Address

Florence, Tx 76527

IN WITNESS WHEREOF, the parties have executed this Interlocal on the dates indicated.

WILLIAMSON COUNTY:

Bill Gravell Jr., Williamson County Judge

Date: _____

Attest:

Nancy E. Rister, Williamson County Clerk

Reviewed:

Fire Marshal

City of Florence

Mary Condon
Mayor

Date:

12-1-2020



Attest:

Amy L Crane
City Secretary