

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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KNOW ALL BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR FIRE MARSHAL AND FIRE CODE
ENFORCEMENT SERVICES BETWEEN WILLIAMSON COUNTY, TEXAS AND
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

This Interlocal Agreement (the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS (the "County"), and WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9 (the "District"), a political subdivision of the State of Texas. The County and the District are herein referred to as "the Parties."

WHEREAS, the Board of Emergency Services Commissioners of the District desires to amend and enforce a fire code, including fines for any violations as authorized by Texas Health & Safety Code, Chapter 775, Section 775.036(b), and other applicable law; and

WHEREAS, Texas Health and Safety Code, Chapter 775, Sections 775.031(a)(9), 775.031(a)(10), 775.031(c), 775.033, and other applicable law authorizes the District to enter into contracts with other entities for making emergency services, reciprocal operation of services and facilities, and other services available to the District, including the enforcement of the District's Fire Code; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), (D), (K), and (N), and 791.003(4)(A) allow local governments, including special districts, to contract with one another to perform governmental functions and services, including fire protection and other governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the Board of Emergency Services Commissioners of the District desires to contract with the County to provide for Fire Marshal and Fire Code enforcement services for the residences and businesses located within the confines of the Williamson County Emergency Services District No. 9; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the County; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the District;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**I.
PURPOSE AND PREVIOUS AGREEMENTS**

The purpose of this Interlocal Agreement is to provide for Fire Marshal services and the enforcement of the District's Fire Code throughout the District for the residences and businesses located within the District by the County.

II. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

District's Fire Code: The fire code and its provisions adopted by the District in Order No. 04-28-23-05 ("Order"), attached hereto as Exhibit A.

Fire Code Official: The Fire Marshal of the County or other designated authority charged with the administration and enforcement of the Fire Codes of the County and District, or a duly authorized representative.

Fire Marshal Services: The functions and services as set forth in the Order of the District adopting the District's Fire Code, attached hereto as Exhibit A, and as outlined herein and specifically not including fire investigation services or public education services.

III. TERM

Unless otherwise terminate hereunder, the term of this Agreement shall commence on the effective date of this Agreement and shall expire on September 30, 2024, and automatically renew for a one-year term, beginning on October 1st of each year thereafter and ending on September 30th of each year thereafter.

IV. OBLIGATIONS OF THE COUNTY

The County shall provide the District with the personnel, appellate boards, and other infrastructure necessary for the County to provide Fire Marshal services and to enforce the District's Fire Code. The County will establish and comply with operational policies and procedures for the enforcement of the District's Fire Code, as well as the reporting requirement of the County to the District, as set forth in this Agreement.

Williamson County shall require the Williamson County Fire Marshal, at a minimum, to require the use of a permit tracking software, provide access to same to the Fire Marshals of the City of Round Rock, Texas and the City of Leander, Texas, cooperate fully with those offices and entities, and carry out further actions of the District as set forth herein as may be required from time-to-time.

V. OBLIGATIONS OF THE DISTRICT

The District will not be required to provide any funding for the services provided in this Agreement; however, the County shall retain all fees, fines or other remuneration that results from the services provided under this Agreement. The District will establish and comply with operational policies and procedures for providing the Fire Marshal Services to the District that are acceptable to the County, including procedures regarding record keeping, reporting, and plan approval.

VI. EQUIPMENT AND PERSONNEL

The County shall be responsible for provision of all necessary equipment, including firefighting equipment, and personnel necessary to accomplish the services required hereunder.

The County shall remain responsible for registration, licensing, inspection, repair, maintenance, and operation of such equipment, and for any damages resulting from the use of such equipment, including motor vehicles. Further, the County shall remain responsible for the payment of all salaries, benefits, insurance, or other funds necessary for the personnel who provide services hereunder, as well as the certification, licensing, or other actions required by any governmental or regulatory authority, specifically including, but not limited to, the Texas Commission on Fire Protection and/or the Texas Department of State Health Services, for the services provided hereunder.

The Parties expressly acknowledge and agree that the District shall not accrue or acquire any equity or ownership interest in any such equipment or personnel.

The Parties expressly acknowledge and agree that nothing in this Agreement shall be construed so as to make the other Party a partner, joint venturer, joint investor, or insurer of the other Party or its operations hereunder.

VII. ADMINISTRATION

(a) The Fire Marshal of Williamson, together with such assistants and agents of the District, the County, or third parties as the District or Fire Marshal may designate, are authorized to enforce the District's Fire Code as adopted by the Order, to take all actions required or authorized in provisions incorporated in this Agreement or the Order adopting its fire code by reference, and to conduct all inspections, review all plans, accept all applications for a permit or approval authorized or required by the terms of the Order and this Agreement, and take any action necessary to fully implement and enforce the Order and the Fire Code adopted thereunder.

(b) The Fire Marshal shall submit quarterly activity reports to the District, covering inspection, review, and enforcement activities conducted during the prior months. The Fire Marshal shall keep an accurate account of all fees, fines, and other funds collected and received pursuant to this Agreement, the names of the persons upon whose account the same were paid, the date and amount thereof, together with the location of the building or premises to which they relate.

(c) Approved plans, specifications, and other reports required by this Agreement shall be maintained in the central offices of the Fire Marshal of Williamson County for a period of not less than five years following the date such document was submitted to the Department or prepared by the Department, or as otherwise required by statute, law, rule, or regulation of the State of Texas.

(d) The District may provide for inspection and other acts necessary to carry out the intent of this Agreement or the Fire Code, including, but not limited to, hiring employees, retaining contractors, or entering into any necessary agreements with any individual or entity to implement and enforce the Fire Code adopted hereunder throughout the District.

(e) The County shall use reasonable efforts to maintain accurate records of its activities provided for hereunder. Such reports, or a summary thereof, shall be provided to the District within twenty (20) days of a request for such records.

(f) Anticipating possible subsequent yearly service by the County to the District, the Parties agree to meet during the term hereof to discuss growth projections for the Designated Area.

VIII. LIABILITY

The Parties expressly acknowledge and agree that the District has no power to control or supervise the manner and means chosen by the County to carry out the services specified in this Agreement, and that the District shall have no liability for any act or omissions of the County.

The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

IX. TERMINATION; DEFAULT

Termination. Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to the other Party.

Default by the Parties. In the event of default by either of the Parties, the non-defaulting Party has the right to terminate this Agreement, in whole or in part, for cause if the non-defaulting Party provides the defaulting Party with written notice of such default and the defaulting Party fails to cure such default to the satisfaction of the non-defaulting Party within thirty (30) business days of receipt of such notice (or a greater time if permitted by the non-defaulting Party). The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the Parties to each other hereunder. The allegation of default shall not relieve either Party from its respective obligations hereunder until such time as this Agreement has been actually terminated as set forth herein.

**X.
NOTICE**

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, Emery, or Lone Star Overnight, addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

County of Williamson

Williamson County Judge 710 Main Street
Georgetown, Texas 78626

and to:

Williamson County Fire Marshal
3189 SE Inner Loop
Georgetown, Texas 78626

Williamson County Emergency Services District No. 9

Attention: President
Williamson County Emergency Services District No. 9
402A West Palm Valley Boulevard, Suite 360
Round Rock, Texas 78664

and to:

Secretary
Williamson County Emergency Services District No. 9
402A West Palm Valley Boulevard, Suite 360
Round Rock, Texas 78664

and to:

Ken Campbell
Burns Anderson Jury & Brenner, L.L.P.

Post Office Box 26300
Austin, Texas 78755-6300

XI. MISCELLANEOUS PROVISIONS

No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

No Waiver of Defenses. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within.

Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

Assignment. Except as otherwise provided in this Agreement, a Party may not assign this

Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by the Williamson County Commissioners Court, Williamson County, Texas, in its meeting held on the 13th day of June, 2023, and executed by its authorized representative.

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell Jr. (Jun 13, 2023 14:23 CDT)
Bill Gravell, Jr., County Judge

Date Signed: 06.13.2023

APPROVED by the Board of Emergency Service Commissioners of Williamson County Emergency Services District No. 9 in its meeting held on the 28th day of April, 2023, and executed by its authorized representative.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: Michael Garcia
Michael Garcia, President

Date Signed: 06 / 05 / 2023

ATTEST:

RP Punukollu

RP Punukollu, Secretary

FOR ESD NO. 9, APPROVED AS TO FORM:

Ken Campbell

KEN CAMPBELL, Attorney

06 / 06 / 2023