

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR FIRE CODE AND INVESTIGATIONS
BETWEEN THE VILLAGE OF PLEAK AND FORT BEND COUNTY**

This Interlocal Agreement ("Interlocal Agreement"), 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 **Fort Bend County** ("COUNTY"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and the Village of Pleak ("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 hereby agree as follows:

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BASIC TERMS

COUNTY, by and through the Commissioners Court, hereby affirmatively finds that Fort Bend COUNTY will receive a benefit as the result of the Project described below.

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

COUNTY, by and through the Commissioners Court, hereby 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 agreement.

LOCAL GOVERNMENT, by and through its City Council, hereby 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 Agreement 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 Agreement is in the common interest of both parties, that undertaking this Agreement 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 Agreement.

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

LOCAL GOVERNMENT agrees that COUNTY shall not be required to perform this Agreement 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 Agreement and that the COUNTY Fire Marshal may act in a cooperative and advisory capacity as provided in this Interlocal Agreement.

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 Agreement will be from the date of execution by the last party hereto until midnight on **September 30, 2019**, and automatically renewing each October 1 for a one year term. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PROJECT DESCRIPTIONS

- 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 in 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 Agreement 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 coordinate the work of the various fire-fighting and fire prevention units in the county, which includes assisting the ESD to accomplish its powers and duties.
3. The COUNTY Fire Marshal or his designee shall perform as the incident commander in a major event.
4. 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 Agreement. LOCAL GOVERNMENT will provide all appropriate supervisory personnel necessary to coordinate the efforts of COUNTY and LOCAL GOVERNMENT personnel.

VII.

MISCELLANEOUS

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

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

LOCAL GOVERNMENT agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend 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 Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend 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 Agreement 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 addressed as follows:

If to COUNTY:

Fort Bend County
Attn: County Judge
401 Jackson, 3rd Floor
Richmond, Texas 77469

If to LOCAL GOVERNMENT:

Village of Pleak

MAYOR
ATTN: Larry Bittner

6621 Fm 2218

Richmond, TX

77469

Remainder left blank

Execution page follows

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

FORT BEND COUNTY:

Reviewed:

KP George, Fort Bend County Judge

Date: _____

Attest:

Laura Richard, Fort Bend County Clerk

Fire Marshal

Village of Pleak

Mayor

Date: 6/19/19

Attest:

Erin Walkey
City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant, Fort Bend County Auditor

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