

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAY CITY, TEXAS, AND THE CITY OF PALACIOS, TEXAS, FOR CODE ENFORCEMENT TRAINING AND SUPPORT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the **City of Bay City**, a municipal corporation of the State of Texas, and the **City of Palacios**, a municipal corporation of the State of Texas, collectively referred to as "the Parties."

RECITALS

WHEREAS, the City of Palacios recognizes the need for training and support to enhance the effectiveness of its Code Enforcement operations; and

WHEREAS, the City of Bay City has qualified and experienced personnel capable of providing guidance, expertise, and training in Code Enforcement; and

WHEREAS, both cities desire to cooperate for the mutual benefit of their respective communities by entering into an agreement for the provision of Code Enforcement training and support from Bay City to Palacios on an as-needed basis; and

WHEREAS, this Agreement is made pursuant to the Texas Government Code, Chapter 791, which authorizes governmental entities to enter into interlocal contracts to perform governmental functions and services.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to be derived, the City of Bay City and the City of Palacios hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish a cooperative arrangement whereby the City of Bay City will provide Code Enforcement training and support to the City of Palacios, including guidance from Bay City's experienced personnel in the area of code compliance, to help Palacios enhance its Code Enforcement operations.

2. RESPONSIBILITIES OF THE CITY OF BAY CITY

Under this Agreement, the City of Bay City shall provide the following services to the City of Palacios on an as-needed basis:

1. Training:

Bay City personnel will provide training to Palacios's Code Enforcement officers in the following areas:

- Understanding and interpreting municipal code and ordinances.
- Best practices for conducting inspections and investigations.
- Proper documentation of violations and enforcement actions.
- Administrative processes, including issuing notices of violation, citations, and handling court proceedings related to code compliance.
- Customer service skills, focusing on how to work effectively with property owners and the community to resolve violations.

2. Guidance and Support:

Bay City will provide ongoing advice and consultation to Palacios's Code Enforcement officers, including:

- Fielding questions related to specific cases or procedural issues.
- Assisting with the interpretation of complex or unusual code compliance situations.
- Providing feedback on Palacios's code enforcement strategies and methodologies.

3. Site Visits:

Bay City personnel may conduct site visits to Palacios as requested to observe operations, assist with difficult cases, or provide hands-on training and guidance.

4. Resources and Templates:

Bay City will share resources, such as training materials, templates for notices and citations, and other relevant documents, to assist Palacios in developing its Code Enforcement procedures.

3. RESPONSIBILITIES OF THE CITY OF PALACIOS

The City of Palacios agrees to the following:

1. Coordination:

Palacios will designate a point of contact responsible for coordinating all Code Enforcement support requests with Bay City. This person will schedule training sessions, request guidance, and ensure that Palacios staff attend all scheduled sessions.

2. Compliance with Training Requirements:

Palacios Code Enforcement officers will participate in all necessary training sessions and implement the training received in their daily duties.

3. **Recordkeeping:**

Palacios will maintain records of all training and guidance provided by Bay City, including attendance records, training materials, and case follow-up results.

4. **Communication.** Palacios Code Enforcement officers will communicate with Bay City Code Enforcement weekly by phone, email, virtual or on-site meetings.

5. **Compensation:**

Palacios agrees to reimburse Bay City for any direct costs incurred in the provision of training, site visits, or other services as agreed upon in advance by both parties.

4. TERM AND TERMINATION

1. **Term:**

This Agreement shall be effective upon execution by both parties and shall remain in effect for one year, with the option to renew upon mutual agreement.

2. **Termination:**

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. Upon termination, any outstanding compensation or obligations will be settled in accordance with the terms of this Agreement.

5. AMENDMENTS

This Agreement may be amended only by written mutual agreement of the Parties.

6. MISCELLANEOUS

1. **No Third-Party Beneficiaries:**

This Agreement is for the sole benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.

2. **Governing Law:**

This Agreement shall be governed by the laws of the State of Texas.

3. **Severability:**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates indicated below.

CITY OF BAY CITY, TEXAS

By: _____
Scotty Jones, Interim City Manager

Date: _____

CITY OF PALACIOS, TEXAS

By: _____
Cindy Raleigh, City Manager

Date: _____