

INTERLOCAL COOPERATION CONTRACT FOR FIRE MARSHAL SERVICES

BETWEEN

SOMERVELL COUNTY and CITY OF GLEN ROSE

This Contract is entered into as of the 13TH day of FEB, 2023, by and between the County of Somervell (hereinafter referred to as "Somervell County") and the City of Glen Rose, Texas (hereinafter referred to as "City") for the provision of Fire Marshal Services by Somervell County to the City in accordance with the provisions of Chapter 791 of the Texas Government Code.

WHEREAS, City is currently without a Fire Marshal to perform the necessary services of a Fire Marshal; and

WHEREAS, City is in need of the services of the Fire Marshal; and

WHEREAS, Somervell County has a duly appointed and qualified Fire Marshal in its employment, who is willing and able to perform the duties of Fire Marshal within the City limits.

Now, THEREFORE, in consideration of the foregoing premises, the parties hereto do hereby agree as follows:

1. Somervell County will make the services of its Fire Marshal's office available to City for fire investigations, fire prevention activities, fire inspections, open burn permits within the City and to assist with the plans review process at a rate of \$34 per person hour when requested.
2. The Fire Marshal, appointed and employed by Somervell County, shall remain an employee of Somervell County. The Fire Marshal shall not be considered an employee of the City for any purpose and shall not be entitled to any employee benefits from the City.
3. The Fire Marshal will perform annual business inspections, acceptance inspections, foster home inspections and certificate of occupancy inspections in the City as requested by the City. The Fire Marshal will report the findings of Pass or Fail to the City Code Enforcement Office for the process of code enforcement. The Fire Marshal Office will only inspect after a request by the City is made to the Fire Marshal. This will apply to all types of inspections within the City Limits.
4. The City Code Enforcement Office shall be responsible for enforcement of the current City adopted fire code as to violations, based on the findings of the Fire Marshal. The Fire Marshal should be asked to return to the business for re-inspection by the City Code Enforcement Office in accordance with City codes and statutes.
5. While completing inspections, using the City adopted fire code, the Fire Marshal is an interpreter, reporter, and recorder of information and is to work with business owners and the City on compliance issues regarding City adopted fire code. The Fire Marshal's office should provide a copy of the fire inspection report to the City Code Enforcement Office for informing and enforcing purposes.
6. All commercial buildings that fail a fire inspection shall be in the process of mitigating the fire code violation(s) in a time manner. The City Code Enforcement Office is in charge of the process to bring the business into compliance and will use the Fire Marshal's Office to inspect, report, and record the information using the City adopted fire code.
7. The Somervell County Fire Marshal's Office, as a part of the Somervell County Fire Department, will work with the City on all fire prevention activities within City limits, as availability permits.

8. The Somervell County Fire Marshal's Office, as part of the Somervell County Fire Department, shall oversee fire investigations within City limits. On suspected Arson cases the Somervell County Fire Marshal's Office shall work with the State Fire Marshal's Office when necessary.
9. The Somervell County Fire Marshal's Office shall only preform plan review after request by the City is made to the Fire Marshal.
10. The Somervell County Fire Marshal's Office shall only preform occupancy load calculations for buildings within City limits if requested by the City.
11. The Fire Marshal's Office will assess open burn sites within the City limits when requested by the City and deliver a signed City Open Burn Permit indicating Approved or Disapproved based on City Ordinance. All permit fees will be assessed by and paid to the City.
12. The Fire Marshal's office will submit an invoice for services rendered on a monthly basis, to be made payable to the Somervell County Treasurer's Office.
13. The City agrees to remit payment to the Somervell County Treasurer's office within 30 thirty (30) days' of receiving services rendered invoices.
14. This contract may be terminated by either party hereto upon thirty (30) days' written notice to the other party.
15. This contract shall remain in effect for four years or until it is terminated by either of the parties in accordance with the provisions herein.

SIGNED AND APPROVED on this the 13th day of FEB, 2023.

CITY

By: _____

City Manager

By: _____

Mayor

ATTEST: _____

Secretary

SOMERVELL COUNTY

By: 

County Judge

ATTEST: _____

County/District Clerk