

**INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF TRAVIS COUNTY FIRE CODE
BETWEEN TRAVIS COUNTY AND
CITY OF MANOR**

THIS AGREEMENT is entered into by the following parties:

City of Manor, a home-rule municipality located in Travis County, Texas, ("City"), and Travis County, Texas, a political subdivision of Texas.

RECITALS

City and County have each determined that it would be mutually advantageous for County to enforce the Travis County Fire Code within the municipal boundaries of City.

County is authorized to provide the services described in this agreement and to enter into an exclusive agreement with City for these services by TX. LOC. GOV'T CODE ANN., §233.061 (b).

City and County are authorized to enter into this agreement in all respects by TX. GOV'T. CODE ANN., ch. 791.

AGREEMENT

City and County agree as follows:

1.0 Definitions

1.01 Council "Council" means City Council of the City of Manor.

1.02 Commissioners Court "Commissioners Court" means Travis County Commissioners Court.

1.03 County "County" means Travis County Texas acting by and through the County Fire Marshal.

1.04 Day "Day" means calendar day.

1.05 Fire Code Inspection(s) "Fire Code Inspection(s)" means the review of plans, the issuance of building permits, the inspection of installations, the issuance of operating permits for compliance with the City of Manor Fire Code, as amended from time to time, upon request for a permit and providing for an alternative means of compliance, if requested and deemed necessary by the City. It also includes the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the City of Manor Fire Code. Inspection includes all follow-up necessary to ensure compliance with City of Manor Fire Code.

1.06 County Fire Marshal "County Fire Marshal" means the Travis County Fire Marshal and his designated deputy County Fire Marshals who are employed in his office.

1.07 Fire Regulation Inspection(s) "Fire Regulation Inspection(s)" means the routine inspection of establishments and the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with any applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Inspection includes all follow-up necessary to ensure compliance with any applicable federal, state, and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Routine inspections mean annual inspection and all follow-up necessary to ensure compliance with applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees.

1.08 In the City of Manor "In the City of Manor" means any location within the full purpose corporate limits of the City of Manor and does not include locations within its extraterritorial jurisdiction or its limited purpose jurisdiction.

1.09 Manor Fire Code "Manor Fire Code" means Chapter 71 of the Travis County Code at the time of service, as amended from time to time by Commissioners Court. All definitions in the Travis County Fire Code are incorporated the same as if set forth in full in this Agreement.

2.0 Term of Agreement

2.01 Initial Term This interlocal agreement begins on the date when it has been executed by both parties and ends on _____ unless earlier terminated by either party in compliance with 13.0 of this Agreement.

2.02 Renewal Term This interlocal agreement, as properly amended or modified from time to time, automatically renews on _____ and each subsequent year for a term of one year unless terminated by either party in accordance with 13.0 of this Agreement.

3.0 Responsibilities of City

3.01 Provider City grants County the right to provide the services described in this Agreement in the City of Manor. City may grant the right to provide the Fire Code Inspection(s) services described in this Agreement to a third party, so long as the City notifies County of the project name and third party providing the services for that project.

3.02 Creation of County Fire Marshal's Authority Prior to or concurrent with the approval and execution of this Agreement, City shall pass whatever ordinances, orders, rules, or resolutions may be necessary under its governing documents to give the same powers, rights, and privileges to the County Fire Marshal that the County Fire Marshal would have as a designated department of City. Despite this authority, employees of the Office of the County Fire Marshal are not employees of City and work solely for County.

3.03 Adoption of Travis County Fire Code City shall pass an ordinance, order, rule, or resolution

adopting the Travis County Fire Code as the City of Manor’s Fire Code. If the Commissioners Court amends, revises, or replaces the Travis County Fire Code, Council shall pass an ordinance, order, rule or resolution adopting the amended, revised or replaced Travis County Fire Code as the City of Manor’s Fire Code within 60 days after the Commissioners Court takes its action.

3.04 Copies of Ordinance, Rule or Resolution Prior to or concurrent with the approval of this Agreement, City shall provide County with copies of all ordinances, orders, rules, and resolutions initially passed pursuant to this Agreement. Within 30 days after Council approves an ordinance, order, rule or resolution adopting the amended, revised or replaced Manor Fire Code, City shall provide County with copies of the ordinances, orders, rules and resolutions adopting the amended, revised or replaced Manor Fire Code.

3.05 Enforcement of City of Manor Building Code To the extent allowed by law and this Agreement, City shall administer and enforce the City of Manor building code in relation to new construction and work on structures requiring a building permit under City's building code and carry out the following services related to it in the City of Manor:

- 3.05.01 review plans of applicants for permits under it,
- 3.05.02 issue building permits under it, and
- 3.05.03 perform inspections of installations required by it.

3.06 Establishment of Fees City authorizes Commissioners Court to set permit fees in the City of Manor at the same amount as fees for the unincorporated areas of Travis County set by Commissioners Court in Chapter 71 as amended from time to time. The initial fees are listed in Attachment A. County may change fees charged under this Agreement at any time by written notice from County in compliance with section 15.0 to City. Unless City gives notice of termination pursuant to Section 13.0 of this agreement, the change in fees is effective thirty days after receipt of the notice from County.

3.07 Payment For Services City assigns to County its right to receive any permit fees to be paid by applicants for permits under the Manor Fire Code related to the construction of buildings and any fees payable for any inspections or services provided under this Agreement. City authorizes all applicants to pay the permit fees directly to the County through the Office of the County Fire Marshal in accordance with the procedures established by County from time to time. City authorizes all establishments seeking other services under this Agreement to pay the applicable fees directly to the County through the Office of the County Fire Marshal in accordance with the procedures established by County from time to time.

3.08 Notice of Complaints City acknowledges that all calls about any complaints related to services under this Agreement should be made to City, with City then contacting County about services. City shall make every reasonable effort to advise residents of this requirement and to prevent direct contact between residents of City and the County Fire Marshal.

3.09 Fire Code Inspection For Fire Code Inspections under this Agreement, City designates the County Fire Marshal to receive information for administering the provisions of and prosecuting violations of the Manor Fire Code. The procedures for requests for hearings, for hearings and

for actions taken as a result of those hearings are set forth in the Manor Fire Code. City authorizes County to take whatever action is necessary to enforce the Manor Fire Code, including imposing any related penalties described in it, within the limits imposed by applicable law.

3.10 Fire Regulation Inspection For Fire Regulation Inspections under this Agreement, City designates the County Fire Marshal to receive information for prosecuting violations of any applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. City authorizes County to take whatever action is necessary to enforce the applicable rules, including any related penalties described in the other applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees, within the limits imposed by applicable law.

3.11 Legal Action In any legal action which is required as a result of the services provided under this Agreement, City Attorney is responsible for judicial prosecution of violations of the applicable Manor Fire Code and any applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. Prosecution of all violations of the applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees shall be brought in the court of competent jurisdiction as set forth in those federal, state and local rules or regulations.

3.12 County Revenue City shall pay for its obligations under this interlocal agreement from current revenue funds available to City.

3.13 Compliance with Laws City shall comply with all applicable laws, rules, and regulations in the performance of this agreement.

4.0 Responsibilities of County

4.01 Enforcement of Manor Fire Code To the extent allowed by law and this Agreement, County shall administer and enforce the Manor Fire Code in relation to new construction and work on structures for which City is issuing a building permit under City's building code and carry out the following services related to the Manor Fire Code in City of Manor:

4.01.01 review fire safety and site plans of applicants for permits under City's building code to ensure compliance with the Manor Fire Code,

4.01.02 attend pre-development meetings as requested by City,

4.01.03 provide the City's building official with plan review comments and stop work orders when issued by the Fire Marshal,

4.01.04 meet with City to discuss and approve an alternative means of compliance for a plan if requested by the applicant or City in order to meet the intent of the Manor Fire Code,

4.01.05 issue permits for fire safety requirements under the Manor Fire Code, including hearing appeals,

4.01.06 perform inspections of installations required by the Manor Fire Code, and

4.01.07 perform the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the Manor Fire Code made to City, with City then contacting the County Fire Marshal's Office, including all follow-up necessary to insure compliance with the Manor Fire Code.

4.02 Complaint Investigation County shall investigate Manor Fire Code complaints and complaints about violations of any other applicable federal, state and local rules or regulations related to fire control and prevention that are made directly to City, with City then contacting the County Fire Marshal's Office. If the investigations of a complaint reveal the violation of the Manor Fire Code or any other applicable federal, state and local rules or regulations related to fire control and prevention, County shall enforce these legal requirements to the extent allowed by law, except that County's enforcement shall not include condemnation of buildings, enforcement of zoning ordinances, or enforcement of flood plain ordinances.

4.03 Other Permit Inspections County shall routinely inspect establishments for compliance with any applicable federal, state, and local rules or regulations that establish the requirement for permits and fees pursuant to those rules or regulations. These inspections include all follow-up necessary to ensure compliance with the applicable federal, state and local rules or regulations. Routine inspections may be either inspection prior to and as part of both the initial state licensing process and all renewals of the state license or the annual inspection and all follow-up necessary to ensure compliance with state rules and regulations.

4.04 Credit for Fees County may perform any reasonable activities necessary to collect fees for services provided. County may retain all fees collected.

4.05 Quarterly Reports Within fifteen (15) days after the end of each quarter (90 days) County shall provide City with a report of its operations in the City of Manor for the preceding quarter (90 days) that includes at least the following information:

4.05.01 the number of applications received in the City of Manor

4.05.02 the number of permits issued in the City of Manor, and

4.05.03 the number and type of inspections related to other law that are performed.

4.06 Annual Reports Annually County shall provide City with at least a summary report for the information provided in the quarterly reports under 4.05.

4.07 Access to Reports, Records, and Facilities County shall provide City with full access to all records and permits about the Travis County Office of the County Fire Marshal that are available by law to members of the public generally.

4.08 Current Revenue County shall pay for its obligations under this interlocal agreement from current revenue funds.

4.09 Compliance with Laws County shall comply with all applicable laws, rules, and regulations

in the performance of this agreement. County shall enforce the Manor Fire Code in City of Manor limited purpose annexation areas under Subchapter C, Chapter 233, Local Government Code.

5.0 Fees

5.01 Fire Code Permits County shall charge applicants for permits in City of Manor based on the fees that are approved by the Commissioners Court annually. Commissioners Court shall review permit fees annually and may increase or decrease fees based on the cost incurred by the Office of the County Fire Marshal in administering the Manor Fire Code including inspection and enforcement. The cost for the investigation and follow-up for complaints about violations of Manor Fire Code are included in determining permit fees. Any changes shall be effective _____ of each year.

5.02 Other Fire Regulation Fees County shall charge businesses needing an inspection in City of Manor based on the fees that are approved by the Commissioners Court annually. Commissioners Court shall set the fees annually and may increase or decrease fees based on the cost incurred by the Office of the County Fire Marshal in providing these services. The cost for the investigation and follow-up for complaints about violations are included in determining these fees. County shall inform City, in writing, prior to implementation of proposed rate changes. Changes shall be effective _____ of each year.

6.0 Responsibility for Losses and Insurance

6.01 Self-Insured City acknowledges that County is self-insured for some losses at the execution of this agreement. City acknowledges that County does not have liability insurance coverage on its operations and is not required to do so under this agreement. City acknowledges that County is not required to provide liability insurance coverage under this agreement and may, at its option, discontinue the liability insurance coverage which County has at the commencement of this agreement.

6.02 Limits of Liability City is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of County or its employees or agents in relation to the services provided by County under this Agreement. County is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City or its employees or agents in relation to the responsibilities of City under this Agreement.

6.03 Shared Liability If both County and City are liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City and County in relation to the services provided under this Agreement, City and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.

6.04 Assumption of Risk City bears all property losses that result from damages caused by City that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company. County bears all property losses that result from damages caused by County that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company.

7.0 Acknowledgements

7.01 Travis County Fire Code City acknowledges that, under the terms of this Agreement, City must approve ordinances, orders, rules, or resolutions adopting the Travis County Fire Code as the City of Manor's Fire Code. City further acknowledges and agrees that the Travis County Fire Code supersedes any other ordinances, orders, rules, resolutions, or other enactments by City related to the regulations being implemented under this Agreement.

7.02 Limit of Authority to Represent City and County intend to enter into this agreement as independent contractors and assume all the rights, obligations, and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of City shall not be considered to be employees of County. Employees of County shall not be considered to be employees of City.

7.03 Limit on Agents No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of City has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Council.

7.04 County and City Right to Contract: Other Entities County may contract with other entities to provide the services provided under this Agreement throughout Travis County. All proceeds to County that may arise from other agreements inure to the benefit of Travis County. County shall provide City with copies of all contracts with other entities which County uses to provide services similar to those provided under this Agreement if copies of each are requested by City. City may contract with other entities to provide the services provided under this Agreement throughout City. All proceeds to City that may arise from other agreements inure to the benefit of City. City shall provide County with copies of all contracts with other entities which City uses to provide services similar to those provided under this Agreement if copies of each are requested by County.

8.0 Amendment of Agreement

8.01 The only modification concerning this agreement that has any force or effect is a subsequent amendment in writing signed by both parties. No official, representative, agent, or employee of County or City has any authority to modify this agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

9.0 Entire Agreement

9.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied in this agreement and that any agreements, statements, or promises not contained in this agreement are not valid or binding.

9.02 Attachment A Charge of Fees is made a part of this Agreement and constitutes promised performances by City.

10.0 Breach

10.01 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

11.0 Dispute Resolution

11.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the TX. CIV. PRAC. AND REM. CODE ANN., § 154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073, unless both parties agree, in writing, to waive the confidentiality.

12.0 Waiver and Reservation of Rights

12.01 Waiver The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision unless the party not in breach agrees to a waiver.

12.02 Reservation of Rights and Remedies All rights of both parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a party shall not impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement shall not preclude the exercise of any other right or remedy under this agreement, the law or in equity, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

13.0 Termination

13.01 Termination Either party to this agreement may terminate this agreement by giving 90 days prior written notice to the other party.

13.02 Termination for Breach Either party may terminate this agreement if it is found that the other party has breached this Agreement. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 90 days to correct the breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 90 days results in automatic termination of this Agreement at the end of the 90-day period unless the parties agree in writing to extend the time to cure the breaches.

13.03 Survival of Provisions If this agreement is terminated, the terms about fees and payments survive the termination until each fee is paid.

14.0 Notice

14.01 Written Notice All notices sent pursuant to this agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

14.02 County Address Notice sent pursuant to this agreement shall be delivered or sent to County at the following addresses:

If hand delivered to:

If mailed to:

County Judge, Travis County
314 West 11th Street, Room 520
Austin, Texas 78701

And

If hand delivered to:

If mailed to:

Fire Marshal, Travis County
5555 Airport Blvd. suite #400
Austin, Texas 78751

14.03 City Address Notices sent pursuant to this agreement shall be delivered or sent to City at the following address:

If hand delivered or mailed to: City Manager City of Manor
105 E. Eggleston Street
Manor, TX 78653

And

If hand delivered or mailed to: City Manager
City of Manor
105 E. Eggleston Street
Manor, TX 78653

14.04 Notice to County Attorney To be effective against County, a copy of any notice sent to County must also be sent to the Travis County Attorney's office at the following address:

Travis County Attorney
P.O. Box 1748 Austin,
Texas 78767

14.05 Notice to City Attorney To be effective against City, a copy of the notice must also be sent to the City Attorney's office at the following address:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, TX 78752

14.06 Time of Delivery When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. postoffice.

14.07 Change of Address Either party may change its address for notice under this agreement by providing a notice of the change to all parties in compliance with this paragraph.

15.0 Parties Bound

15.01 This agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this agreement. This agreement is not assignable without consent of the other party which shall not be unreasonably withheld.

16.0 Interpretational Guidelines

16.01 Third Party Rights Not Created This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.02 Texas Law to Apply This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Travis County, Texas.

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

16.04 Computation of Time When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day that either County or City has declared a holiday for its employees, these days shall be omitted from the computation.

16.05 Gender and Number Words of gender used in this agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this agreement requires otherwise.

16.06 Headings The headings at the beginning of the various provisions of this agreement have only been included to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

[Signature Pages Follow]

THIS AGREEMENT is executed by the Parties and will become effective on the later of the dates shown below (the "Effective Date").

Travis County

By: _____

Andy Brown
County Judge

Date: _____

ATTEST:

County Clerk

City of Manor

By: _____

Dr. Christopher Harvey
Mayor

Date: _____

ATTEST:

Lluvia T. Almaraz, City Secretary

ATTACHMENT A