

## **INTERLOCAL AGREEMENT FOR FIRE CODE ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement for Fire Code Enforcement Services (the "Agreement") is made and entered into by and between the City of Manor, Texas, a Home-Rule Municipality in Travis County, Texas ("City") and Travis County Emergency Services District No. 12, an emergency services district operating pursuant to Chapter 775 of the Texas Health and Safety Code ("District"), this 1<sup>st</sup> day of November, 2022 (the "Effective Date") in order to set forth the terms and conditions under which the District will provide fire code enforcement services ("Fire Code Enforcement Services") for the City.

### **RECITALS**

WHEREAS, the District is a political subdivision of the State of Texas that provides emergency services to residents and property owners within its territory, which includes the City; and

WHEREAS, the City has adopted ordinances relating to fire prevention, inspection, and enforcement of the City's Fire Code; and

WHEREAS, the District will collect fire inspection and plan review fees on behalf of the District and said fees shall remain property of the District; and

WHEREAS, the City desires to obtain fire code inspection and enforcement services from the District;

WHEREAS, the District and the City are empowered, under Chapter 791, Texas Government Code, the Interlocal Cooperation Act (the "Cooperation Act"), to contract with each other for the performance of governmental functions, including fire code enforcement services; and

WHEREAS, the parties agree that this Agreement would mutually benefit the parties, and serve to protect the public interest and the public health, safety, and welfare;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

#### **Section 1. Fire Code Review and Inspections and Enforcement Services.**

- (a) The Fire Marshal of the District (the "Fire Marshal") and/or designee will perform the fire code review and inspection functions as set forth in Chapter 5, Fire Prevention and Protection of the City's Code of Ordinances ("City Fire Code") including the following responsibilities:
  - (1) review fire safety and site plans of applicants for permits under City's building code to ensure compliance with the City Fire Code;
  - (2) attend pre-development meetings as requested by City;
  - (3) provide the City's building official with plan review comments and stop work orders

when issued by the Fire Marshal;

- (4) meet with City to discuss and review an Alternative Materials and Methods (AM&M) for a plan if requested by the applicant in order to meet the intent of the City Fire Code; the Fire Marshal is expressly authorized to approve an AM&M if the Fire Marshal finds that the proposed design is satisfactory and complies with the intent of the provisions of the Manor Fire Code and that the material, method, or work offered is, for the purpose intended, at least the equivalent of that prescribed in the Manor Fire Code in quality, strength, effectiveness, fire resistance, durability, and safety; requests shall be documented and retained as part of the respective project;
  - (5) issue permits for fire safety requirements under the City Fire Code; and
  - (6) perform inspections of installations required by the City Fire Code.
- (b) The Fire Marshal will perform the fire code enforcement functions as set forth in the Code of Ordinances of the City of Manor, Texas for the benefit of City. City Fire Code enforcement functions also include the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the City Fire Code. Inspection includes all follow-up necessary to ensure compliance with the City Fire Code.
- (c) The City Council shall designate the City's Fire Code Official. City's Ordinance No. \_\_\_\_\_ has designated the Fire Marshal as the City's Fire Code Official.
- (d) The District shall provide monthly statistical reports highlighting the number of plans under review and their status in the review queue in a format acceptable to the City.
- (e) The Fire Chief or the District shall be able to enforce criminal violations of the City's Fire Code in the City's Municipal Court, through the City Attorney, at the City's sole expense.

**Section 2. Compensation.** For the services requested by the City and provided by the District as described above, the City will not be required to provide any funding. The City assigns to the District its right to receive any fees on behalf of the services performed by the District in accordance with the fee schedule attached hereto and incorporated herein as Exhibit A. The City hereby authorizes all applicants to pay the permit fees directly to the District through its offices.

**Section 3. Policies and Procedures.**

- (a) The District will adopt and comply with operational policies and procedures for providing the Fire Code Enforcement Services to the City that are acceptable to the City and as approved by the City Council of the City ("City Council"), including, but not limited to, procedures regarding record keeping; reporting, and plan approval. A copy of the approved operational policies and procedures shall be filed with the City Secretary of the City.
- (b) The District agrees to have the Fire Marshal present an annual report to the City Council in September of each year to establish and evaluate services provided; operating policies and

procedures; and the fee schedule in order to make such adjustments or changes as may be necessary for approval by City Council. The report shall be submitted to the City Manager no later than September 1<sup>st</sup> of each year for placement at a City Council meeting in September.

Section 4. Code Interpretation. In the event a fire code interpretation difference ensues between the City and the District, both parties agree to use a third party review for resolution.

Section 5. Notice. Any notice given under this Agreement must be in writing, and may be effected by personal delivery, or by certified mail, return receipt requested, at the addresses of the respective parties indicated below:

District: Travis County Emergency Services District No. 12  
P. O. Box 846  
Manor, Texas 78653  
Telephone: (512) 272-4995  
Facsimile: (512) 428-5114  
Attn: President

With a copy to:

Ken Campbell  
Burns Anderson Jury & Brenner, L.L.P.  
P. O. Box 26300  
Austin, Texas 78755-6300

City: City of Manor  
105 East Eggleston Street  
Manor, Texas 78653  
Telephone: (512) 272-5555  
Facsimile: (512) 272-8636  
Attn: City Manager

With a copy to:

The Knight Law Firm, LLP  
223 West Anderson Lane, Suite A105  
Austin, Texas 78752  
Attn: City Attorney

These addresses for notice may be changed by either the District or the City delivering written notice of the change, in accordance with the requirements of this section, to the other party.

Section 6. Term. Unless sooner terminated, the term of this agreement shall commence on the Effective Date first indicated above and expire on October 31, 2023. Either party may terminate this

agreement upon thirty (30) days' written notice to the other party. If this Agreement is not terminated as provided for herein or renewed on or before the expiration date, above, it shall automatically renew for consecutive one-year terms, beginning on November of each year thereafter and ending on October 31<sup>st</sup> of each year thereafter.

#### Section 7. General Provisions.

- (a) Interlocal Cooperation. The City and the District agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party acknowledges and represents that this Agreement has been duly authorized by its respective governing body. Any funds required to be paid by either party hereunder shall be from current funds.
- (b) Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties respecting its subject matter, and supersedes all prior understandings and agreements between the parties regarding these matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.
- (c) Interpretation. The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act. All its terms and provisions shall be construed and interpreted consistently with the Act and applicable law.
- (d) Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (e) Applicable Laws. This Agreement must be construed in accordance with the laws and constitution of the State of Texas. All obligations under this Agreement are performable in Travis County, Texas, and venue for any action arising under this Agreement will be in Travis County, Texas.

*[signature pages follow]*

Executed as of the Effective Date indicated above.

CITY OF MANOR, TEXAS

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

TRAVIS COUNTY EMERGENCY SERVICES  
DISTRICT NO. 12

By: \_\_\_\_\_  
Jesse Arellano, President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

## **EXHIBIT A**