

INTERLOCAL AGREEMENT FOR FIRE MARSHAL SERVICES

THE STATE OF TEXAS §

COUNTIES OF TRAVS §

This interlocal Agreement for Fire Marshal Services (the “Agreement”) is made and entered into by and between the City of Pflugerville, a home rule municipality in Travis County, Texas (the “City”) and Travis County Emergency Services District NO. 2, an emergency services district operating pursuant to Chapter 775 of the Texas Health and Safety Code (the “District”), in order to set forth the terms and conditions under which the District will provide fire marshal 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 and investigation and that establish the office of City Fire Marshall; and

WHEREAS, the City desires to obtain fire marshal services from the District; and

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 performance of governmental functions, including fire marshal services; and

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

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

Section 1. Fire Marshal Services. The District will perform the fire marshal functions as set forth in Section 30.01(B) of Chapter 30 of the Code of Ordinances of the City of Pflugerville, Texas for the benefit of City. The City will designate an individual specified by the District as the City’s Fire Marshal.

Section 2. Compensation.

- (a) For the services requested by the City and provided by the district as described above, upon receipt of an invoice from the District the City will pay the District from current revenues. The amount of the invoice and annual payment will equal the total square footage of all buildings reviewed during the same period multiplied by \$0.10. Payment will be due within 30 days of the date of the invoice from the District to the City. The District may invoice the City at an time after January of each year.

- (b) The City and the District agree that there may be a periodic need for the District to undertake extraordinary projects at the City's request. The District and the City agree to Negotiate the compensation for such projects prior to beginning them and to reduce such agreement to writing in the form of a letter agreement that is signed by representatives of both parties.

- (c) As required by Texas Government Code Section 791.011(d), payments due under the terms of this Agreement to District shall be paid from current revenues available to City.

Section 3. Policies and Procedures. The District will adopt and comply with operational policies and procedures for providing the Fire Marshal Services to the City that are acceptable to the City, including procedures regarding record keeping and plan approval. The District specifically agrees to comply with the review timelines for all applications as required by the City to ensure compliance with local and state law timeliness, provided the applications are submitted to the District on the same day the application is processed by the City. The District agrees that there may be periodic need for expedited reviews and will collaboratively work to comply with those City timelines.

The District and City shall collaboratively identify the most efficient and effective review software to be used for disseminating plan submissions. The City software program will be the default program for plan review and plan submissions.

Section 4. Notice. Any notice given under the Agreement must be in writing, and may be affected 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.2
P.O. Box 1256
Pflugerville, Texas 78691-1256
Telephone: (512) X
Attn: Rico Reyes, President

City: City of Pflugerville
P.O. Box 589
Pflugerville, Texas 78691
Telephone: (512) 990-6100

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 5. Term. The term of this agreement will be 12 months commencing October 1, 2024. This agreement shall automatically renew and be extended for successive 12-month terms unless one of the parties provides written notice of termination at least 90 days before the expiration of the then current term.

Section 6. 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.
- b. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties respecting its subject matters and supersedes all prior understanding 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 Cooperation Act. All its terms and provisions must be constructed and interpreted consistently with the Act.
- d. Severability. If any provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity will not affect any other provisions hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision has 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.

Section 7. Early Termination. This Agreement may be terminated with or without cause for convenience by either party upon one-hundred twenty (120) days prior notice.

Section 8. Assignment. Neither party may assign this Agreement.

Section 9. Sovereign Immunity. The parties agree that neither party has waived its sovereign immunity, or any other immunities, rights, defenses, or remedies it may have by entering into and performing its obligations under this Agreement.

Section 10. Force Majeure. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

Section 11. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

Section 12. Venue and Governing Law. Venue of this Agreement shall be Travis County, Texas, and the law of the State of Texas shall govern.

Executed on the date or dates indicated below to be effective October 1, 2024.

Date: _____

Travis County Emergency Services District No. 2

By: _____

Rico Reyes, President
Board of Directors

ATTEST:

_____, Secretary
Board of Directors

Date: _____

City of Pflugerville, Texas

By: _____

Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary