

**INTERLOCAL COOPERATION AGREEMENT
FOR
FIRE INSPECTION AND FIRE PLAN REVIEW SERVICES
FOR COMMERCIAL BUILDINGS**

WHEREAS, the Interlocal Cooperation Act, Title 7, Chapter 791, of the Texas Government Code (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorize counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act; and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the County and the political subdivision named herein as the City of Farmersville, Texas, are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas, and the City of Farmersville, Texas, a political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

1. **SERVICES:** As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide political subdivision with the following described governmental functions and/or services:

FIRE INSPECTIONS AND FIRE PLAN REVIEW IN ACCORDANCE WITH 2009 INTERNATIONAL FIRE CODE and the laws and regulations of the City of Farmersville pertaining to fire prevention and fire protection, including all amendments approved by the City Council of the City of Farmersville, Texas.

2. **NONEXCLUSIVITY OF SERVICE PROVISIONS:** The parties agree that the County may contract to perform services similar or identical to those specified on this Agreement for such additional governmental or public entities as the County, in its sole discretion sees fit.

3. **COMPENSATION:** As consideration for the above-described governmental functions and/or services, the City of Farmersville agrees to make payment to Collin County, Texas in the amount of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) per year for each year of the

term of this Agreement including renewal terms. See Exhibit "A" for cost itemization. The City's payment shall be made in quarterly installments to the County in advance, due and payable on the first day of each quarter during the term of this Agreement, including any renewal terms, with the first payment due and payable within ten (10) days from the Effective Date of this Agreement. Such quarters begin on October 1, January 1, April 1, and July 1 of each year hereunder. The City will make all billing and collections from inspection recipients for services provided by Collin County.

4. **TERM:** This Agreement shall be effective from and after the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect in full force and effect through September 30, 2014. At the County's option, and with approval by the Municipality, the Agreement may be renewed for four (4) additional one (1) year periods.

5. **TERMINATION:** Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

6. **AMENDMENT:** This Agreement shall not be amended or modified other than in written agreement signed by the parties.

7. **CONTROLLING LAW:** This Agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas. Venue shall be in Collin County, Texas.

8. **NOTICES:** Unless otherwise specified, all communications provided for in this Agreement shall be in writing and shall be deemed delivered, whether actually received or not, seventy-two (72) hours after deposit in the United States mail or immediately when delivered in person.

All communication provided for in this Agreement shall be addressed as followed:

COLLIN COUNTY:
Collin County Fire Marshal
825 N. McDonald, Suite 140
McKinney, Texas 75069

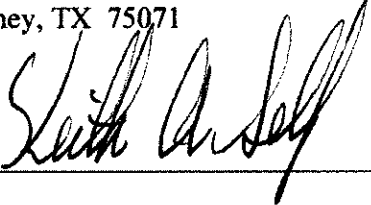
CITY:
City of Farmersville
City Manager
205 S. Main Street
Farmersville, TX 75442

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party

shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

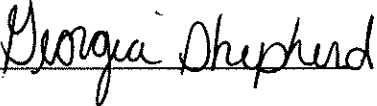
Approved and effective this Fifth day of October, 2013.

COLLIN COUNTY, TEXAS
2300 Bloomdale Rd., Suite 4192
McKinney, TX 75071

BY: 

TITLE: County Judge

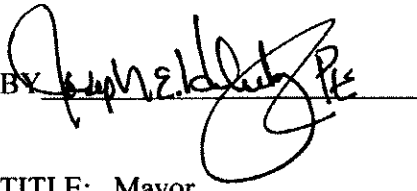
DATE: 11/5/13

ATTEST: 

NAME: Georgia Shepherd

TITLE: Administrative Secretary

CITY OF FARMERSVILLE
205 S. Main Street
Farmersville, TX 75442

BY: 

TITLE: Mayor

DATE: October 8, 2013

ATTEST: 

NAME: Edie Sims

TITLE: City Secretary

Exhibit "A"

Annual Fire Inspection per location = \$25.00 each (180 locations are currently existing)	\$4,500.00
Certificate of Occupancy = \$95.00 each (10 Certificate of Occupancies are expected)	\$ 950.00
Plan Review = \$100.00 each (3 Plan Reviews are expected)	\$ 300.00
	=====
ESTIMATED COST FOR COUNTY FIRE MARSHAL SERVICE	\$5,750.00