

**TOWN OF SAINT PAUL, TEXAS
RESOLUTION NO. 15-01-13B**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAINT PAUL, TEXAS, AUTHORIZING THE TOWN MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY TO PROVIDE FIRE INSPECTION AND FIRE PLAN REVIEW IN ACCORDANCE WITH 2006 INTERNATIONAL FIRE CODE.

WHEREAS, the Town and the County have agreed that they can, pursuant to the provisions of an interlocal cooperation agreement entered in accordance with Chapter 791 of the Texas Government Code, provide for such functions and/or services; and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as 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 the Agreement; and

WHEREAS, the Town Council of the Town of Saint Paul, having determined that the interlocal cooperation agreement presented by the County will provide a benefit to the Town and the health, safety and welfare of the citizens of Saint Paul, finds it to be in the public interest to enter into this agreement with the County regarding the administration of fire inspections and fire plan review.

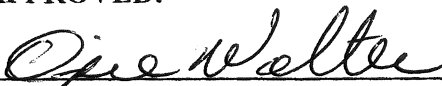
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SAINT PAUL, TEXAS, THAT:

SECTION 1. The Mayor is hereby authorized to sign on behalf of the Town the interlocal cooperation agreement with the County in the form attached hereto as Exhibit "A" and made part hereof for all purposes, which Agreement is in all respects approved by the Town Council.

SECTION 2. This Resolution shall take effect immediately upon approval, and it is accordingly so resolved.

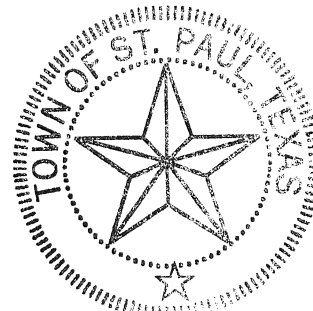
Duly passed and approved by the Town Council of the Town of Saint Paul, Texas, this 13th day of January, 2015.

APPROVED:


Opie Walter, Mayor

ATTEST:


Robert A. London, Town Secretary



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

WHEREAS, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Government Code (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution"), specifically authorizes counties and other political subdivisions comprised of 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 Town of St. Paul, 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, THEREFORE, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas, a political subdivision of the State of Texas, and the Town of St. Paul, 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 2006 INTERNATIONAL FIRE CODE and the laws and regulations of the Town of St. Paul pertaining to fire prevention and fire protection, including all amendments approved by Town Council.

2. NONEXCLUSIVITY OF SERVICE PROVISIONS: The parties agree that the County may contract to perform services similar or identical to those specified in 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 Town of St. Paul agrees to make payment to Collin County, Texas in the amount of One Thousand Two Hundred Ninety Five Dollars (\$1295.00) per year for each year of

EXHIBIT - A

the term of this Agreement including renewal terms. See Exhibit "A" for cost itemization. The Town'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. The Town 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, 2015. At the County's option, and with approval by the Town, 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
4690 Community, Suite 200
McKinney, Texas 75071

TOWN:
Town of St. Paul
Town Secretary
2505 Butscher's Block
St. Paul, TX 75098-8046

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-

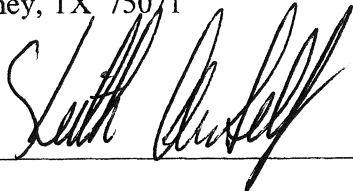
EXHIBIT - A

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 13th day of January, 2015.

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

BY: _____



TITLE: _____

County Judge

DATE: _____

2/10/15

ATTEST: _____



NAME: _____

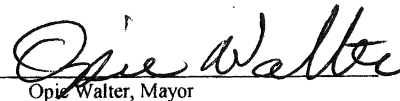
Hilari Monk

TITLE: _____

Administrative Secretary

TOWN OF ST. PAUL
2505 Butscher's Block
St. Paul, TX 75098-8046

BY: _____

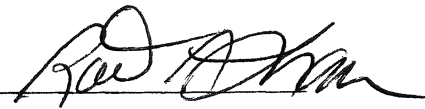

Opie Walter, Mayor

TITLE: Mayor

DATE: _____

1-13-15

ATTEST: _____



NAME: Robert A. London

TITLE: Town Secretary

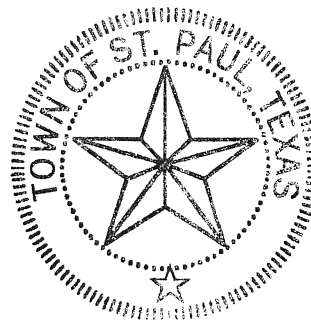


EXHIBIT - A

Exhibit "A"

Annual Fire Inspection per location = 25.00 each (25 known businesses)	625.00
Certificate of Occupancy = 95.00 each (6 CO per year)	570.00
Plan Review= \$100.00 each (1 per year)	100.00
ESTIMATED COST FOR COUNTY FIRE MARSHAL SERVICE	\$1295.00

