

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 City of Josephine I, 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 City of Josephine, 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 2015 INTERNATIONAL FIRE CODE and the laws and regulations of the City of Josephine pertaining to fire prevention and fire protection, including all amendments approved by City 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 City of Josephine agrees to make payment to Collin County, Texas upon completion of any services provided on an as needed basis. See Exhibit "A" for cost itemization. The City's payment shall be made in accordance with Texas Government Code 2251.

The City will make all billing and collections from inspection recipients for services provided by Collin County.

2. **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, 2020. At the County's option, and with approval by the City, the Agreement may be renewed for four (4) additional one (1) year periods.

3. **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 Purchasing Dept.  
2300 Bloomdale Rd. Ste. 3160  
McKinney, Texas 75071

Collin County Fire Marshal  
4690 Community, Suite 200  
McKinney, Texas 75071

Collin County Administrator  
Attn: Bill Bilyeu  
2300 Bloomdale Rd. Ste. 4192  
McKinney, TX 75071

**CITY:**

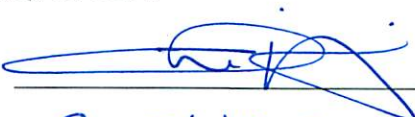
City of Josephine  
P.O. Box 99  
Josephine, TX  
75164

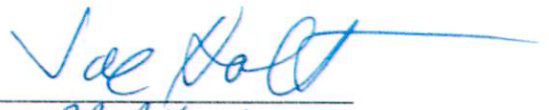
Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved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

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

City of Josephine  
P.O. Box 99  
Josephine, TX 75164

BY:   
TITLE: COUNTY JUDGE  
DATE: 7 JAN 2020

BY:   
TITLE: MAYOR  
DATE: 8-12-19

ATTEST: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST: Patti Brooks  
NAME: Patti Brooks  
TITLE: City Secretary