

INTERLOCAL AGREEMENT FOR FIRE MARSHAL SERVICES BETWEEN
BRAZORIA COUNTY AND THE CITY OF DANBURY

This Interlocal Agreement ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Section 352.019 of the Texas Local Government Code, between the COUNTY OF BRAZORIA, a political subdivision of the State of Texas ("COUNTY"), acting by and through its County Judge as duly authorized by the Commissioners Court of COUNTY and the CITY OF DANBURY ("MUNICIPALITY"), a municipality located in Brazoria County, Texas, acting by and through its Mayor as duly authorized by its governing body.

BASIC TERMS

This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).

MUNICIPALITY warrants that its City Council approved this agreement by Resolution 25-005, dated March 20, 2025 authorizing its Mayor to execute it on City's behalf.

COUNTY warrants that its Commissioners Court approved this agreement by Court Order No. 4.13 dated APRIL 8TH, 2025, authorizing its County Judge to execute it on the COUNTY's behalf.

COUNTY and MUNICIPALITY agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

COUNTY and MUNICIPALITY affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will

COUNTY and MUNICIPALITY affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither COUNTY nor MUNICIPALITY intends for any third party to obtain a right by virtue of this Agreement.

MUNICIPALITY agrees that COUNTY shall not be required to perform this Agreement within any time limit.

COUNTY and MUNICIPALITY understand and agree that COUNTY is an Independent Contractor and that at no time will COUNTY's employees, agents, or assignees be deemed for any purpose to be employees or agents of MUNICIPALITY.

COUNTY and MUNICIPALITY understand and agree that MUNICIPALITY is an Independent Contractor and that at no time will MUNICIPALITY's employees, agents, or assignees be deemed for any purpose to be employees or agents of COUNTY.

COUNTY and MUNICIPALITY intend that the COUNTY Fire Marshal may enforce orders and decrees within the MUNICIPALITY as specifically required by this Agreement, and that the COUNTY Fire Marshal may act in a cooperative and advisory capacity as provided in this Agreement.

I. PURPOSE

The purpose of this Project is to provide for fire code building plan review, premise inspection services and fire investigation services within MUNICIPALITY'S city limits that are also inside COUNTY.

II.
TERM

This Agreement becomes effective when approved and executed by COUNTY, by and through its County Judge and by MUNICIPALITY, by and through its Mayor. This Agreement may be cancelled by either party by giving ninety (90) days written notice to the other party.

III.
PROJECT DESCRIPTIONS

A. Fire Code Premise Inspection Services

1. COUNTY will enforce the local fire code as currently adopted by COUNTY;
and
2. COUNTY will utilize the same fee schedule for permits and inspections that apply in the unincorporated portions of the COUNTY.
3. MUNICIPALITY will identify premises that should comply with the local fire code and will cause the owner or applicant to send plans, specifications, and other data to the COUNTY Fire Marshal.
4. The COUNTY Fire Marshal will review, comment, issue permits, inspect and require corrections, follow-ups, etc., substantially the same way that the Fire Marshal does for premises in the unincorporated portions of the COUNTY.
5. The COUNTY will assess and collect, directly from the owner or applicant, the same fees for permits and inspections that apply in the unincorporated portions of the county.
6. The COUNTY is not responsible for filing or prosecuting enforcement proceedings.

B. Fire Investigation Services

1. COUNTY shall enforce all state and county regulations that relate to fires, explosions, or damages of any kind caused by a fire or explosion.
2. COUNTY shall coordinate the work of the various firefighting and fire prevention units in the County, which includes assisting the emergency services district to accomplish its powers and duties.
3. The COUNTY Fire Marshal or his designee shall perform as the incident commander in a major event.
4. The COUNTY Fire Marshal shall conduct fire investigations and enforce orders/decrees within the MUNICIPALITY as provided in Texas Local Government Code Section 352.109.

IV.

PROJECT LOCATION

The location of the Project is within the city limits of MUNICIPALITY.

V.

SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

1. COUNTY will make its Fire Marshal and staff available for the purposes of the Project.

MUNICIPALITY'S RESPONSIBILITIES:

1. MUNICIPALITY will be responsible for identifying premises which must comply with the current local fire code, causing the owner or applicant to send plans, specifications, and other data to the COUNTY and filing or prosecuting enforcement proceedings.

2. MUNICIPALITY shall also be responsible for contacting the COUNTY Fire Marshal to request Fire Investigation Services, when needed.
3. MUNICIPALITY shall give ample time and opportunity for the COUNTY to provide the services of the Fire Marshal.
4. At MUNICIPALITY'S sole expense, MUNICIPALITY will furnish the labor, equipment, and materials necessary to perform its responsibilities under this Agreement.

VI.
NON-ASSIGNMENT

This Agreement is not assignable by either party.

VII.
INDEMNIFICATION

To the extent, if any, allowed by law, MUNICIPALITY shall fully indemnify, hold harmless, and defend COUNTY, its departments, officers, agents, and employees from and against any and all loss, injury, damage, demand, obligation, liability, claim, court costs, and attorney's fees, including those arising from personal injury or death, arising out of or in any manner related to performance by COUNTY of the services described in this Agreement.

VIII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

The captions or titles of the articles of this Agreement are inserted for convenience only, and shall not be considered a part hereof, nor in any way serve to modify or restrict any term or provision hereof, nor be considered in ascertaining intent.

This Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this contract.

Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

No provision of this Agreement shall create in the public or in any member thereof any third-party beneficiary rights, or authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

IX.
ENTIRETY

This Agreement contains the entire agreement between the parties, and no representations, inducements, promises, agreements between the parties not embodied herein shall be of any force or effect.

X.
AMENDMENT

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

XI.
NOTICE

Notices, correspondence, and all other communications shall be addressed as follows:

If to COUNTY: Brazoria County
 Attn: County Judge
 237 E. Locust Street, Suite 401
 Angleton, Texas 77515

If to MUNICIPALITY: City of Danbury
 Attn: Mayor
 6102 Fifth Street
 Danbury, Texas 77534

IN WITNESS WHEREOF, COUNTY and MUNICIPALITY have executed this Agreement in multiple duplicates, each of which when fully executed shall be deemed to be an original.

CITY OF DANBURY:

BY: Suzanne Powell
SUZANNE POWELL,
MAYOR

DATE SIGNED:

3/20/25

ATTEST:

Erin Nolan
ERIN NOLAN,
CITY SECRETARY

COUNTY OF BRAZORIA:

BY: Matt Sebesta
L.M. "MATT" SEBESTA, JR.,
COUNTY JUDGE

DATE SIGNED:

4/8/25

ATTEST:

Joyce Hudman
JOYCE HUDMAN,
COUNTY CLERK



Resolution No. 25-005

Interlocal Agreement for the services of the

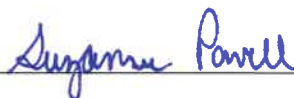
Brazoria County Fire Marshal

A RESOLUTION OF THE CITY OF DANBURY, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH BRAZORIA COUNTY FOR THE SERVICES OF THE BRAZORIA COUNTY FIRE MARSHAL.

BE IT RELOVED BY THE CITY COUNCIL OF THE CITY OF DANBURY, TEXAS:

1. The City Council hereby approves the Interlocal Agreement for Fire Marshal Services between Brazoria County and the City of Danbury.
2. The Mayor and the City Secretary are hereby authorized and directed to execute that interlocal agreement.
3. The Mayor is hereby authorized to negotiate nonsubstantive amendments to that interlocal agreement.


PASSED AND APPROVED ON THIS DATE: MARCH 20, 2025.



Suzanne Powell

City of Danbury Mayor

ATTEST:



Erin Nolan, City Secretary