

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

COUNTY and LOCAL GOVERNMENT 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 LOCAL GOVERNMENT,

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

COUNTY and LOCAL GOVERNMENT intend that the COUNTY Fire Marshal may enforce orders and decrees within the LOCAL GOVERNMENT as specifically required to do so by this Interlocal Agreement and that the COUNTY Fire Marshal may act in a cooperative and advisory capacity as provided in this Interlocal Agreement.

II. PURPOSE

The purpose of this Project is to provide for fire code inspections of premises that are both within the COUNTY and within LOCAL GOVERNMENT 's city limits.

III. TERM

The term of this Interlocal Agreement will be from the date of execution by the last party hereto until midnight on **September 30, 2011**, and continuing thereafter until terminated by a party. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PROJECT DESCRIPTION

Performance under this Interlocal Agreement shall not begin until the following have all occurred:

- (1) The LOCAL GOVERNMENT has adopted "NFPA 101: Life Safety Code," published by the National Fire Protection Association ("NFPA 101"); and
- (2) The LOCAL GOVERNMENT has adopted the same fee schedule for permits and inspections that apply in the unincorporated portions of the COUNTY.

The Project contemplated by this Interlocal Agreement is described as follows:

- (1) From time to time, LOCAL GOVERNMENT will identify premises that should comply with NFPA 101 as adopted by the LOCAL GOVERNMENT and will cause the owner or applicant to send plans, specifications and other data to the COUNTY Fire Marshal,
- (2) 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 outside City limits, and
- (3) 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. The COUNTY is not responsible for filing or prosecuting enforcement proceedings.

It is understood that neither NFPA 101 nor this Interlocal Agreement will apply to one- or two-family residential buildings.

V.
PROJECT LOCATION

The location of the Project is within the city limits of LOCAL GOVERNMENT.

SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

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

LOCAL GOVERNMENT'S RESPONSIBILITIES:

LOCAL GOVERNMENT will be responsible for identifying premises which must comply with NFPA 101, causing the owner or applicant to send plans, specifications and other data to the COUNTY and filing or prosecuting enforcement proceedings.

At LOCAL GOVERNMENT's sole expense, LOCAL GOVERNMENT will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. LOCAL GOVERNMENT will provide all appropriate supervisory personnel necessary to coordinate the efforts of COUNTY and LOCAL GOVERNMENT personnel.

VII.
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.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

LOCAL GOVERNMENT agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; LOCAL GOVERNMENT and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

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

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

If to COUNTY: Fort Bend County
Attn: County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

If to LOCAL GOVERNMENT: City of Fulshear
Attn: Mayor
30603 FM 1093
Fulshear, Texas 77441

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the dates indicated.

FORT BEND COUNTY:

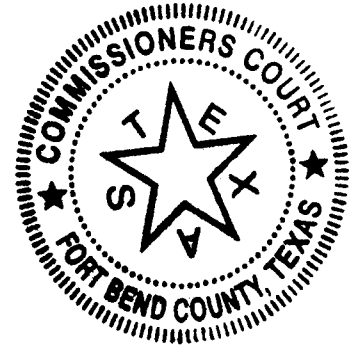
Robert Hebert
Robert Hebert, Fort Bend County Judge
Date: July 26, 2011

Reviewed:

V. T. Cooper
Fire Marshal

Attest:

Dianne Wilson
Dianne Wilson, Fort Bend County Clerk



CITY OF FULSHEAR:

Thom Chylak
Mayor
Date: 7-7-2011

Attest:
Debra D. Bradford
City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

MDS: Fulshear Interlocal.Fire Code Inspection: 1015- (06/16/11)

