

**AGREEMENT FOR THE APPROVAL OF PROPOSED BOUNDARIES FOR
COUNTY ASSISTANCE DISTRICTS WITHIN THE EXTRATERRITORIAL
JURISDICTION OF THE CITY OF SUGAR LAND, TEXAS**

This Agreement (the "Agreement") is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (the "County") and the City of Sugar Land, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("City"). The City and the County may be referred to collectively as the "Parties".

RECITALS

WHEREAS, the current language in Local Government Code Section 387.003 (b-1) allows the governing body of a municipality to exclude the territory of its municipality from the boundaries of a proposed county assistance district upon receipt of notice by a commissioners court of its intent to create such a district that includes any territory of the municipality; and

WHEREAS, the County supports proposed legislation to amend Local Government Code Section 387.003 (b-1) that could potentially limit a municipality's ability to exclude territory in the municipality's extraterritorial jurisdiction from a proposed county assistance district; and

WHEREAS, the City opposes any proposed legislation to amend Local Government Code Section 387.003 (b-1) that would limit such ability to exclude its territory; and

WHEREAS, the County and the City desire to enter into this Agreement for the City to withdraw its opposition to any proposed legislation to amend Local Government Code Section 387.003 (b-1), subject to the County's commitment to seek approval from the City for inclusion of any portion of the City's extraterritorial jurisdiction within the boundaries of a county assistance district proposed for creation by the County in the future.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Approval. The County and the City agree, notwithstanding any changes to Local Government Code Section 387.003 (b-1), the County shall send notice by

certified mail to the City of the County's intent to create a county assistance district, if the proposed district includes any extraterritorial jurisdiction of the City. The County must send the notice not later than the 60th day before the date the County orders the election. The City may exclude any portion of the City's extraterritorial jurisdiction from the proposed county assistance district by sending notice of the City's desire to exclude the City's extraterritorial jurisdiction from the proposed county assistance district. The City must send the notice not later than the 45th day after the date the City receives notice from the County. Any failure of City to send the notice within the time prescribed herein will be deemed an approval of the inclusion of the City's extraterritorial jurisdiction within the proposed county assistance district.

Section 2. Opposition to Legislative Amendment. The City hereby agrees to refrain from taking any action to oppose the County's efforts amend Local Government Code Section 387.003 (b-1) regarding a municipality's ability to withdraw its extraterritorial jurisdiction from the boundaries of a proposed county assistance district.

Section 3. Termination of Agreement. This Agreement is to remain in full force and effect unless terminated by mutual agreement of the parties hereto or by operation of the terms contained herein.

Section 4. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the County and the City regarding the obligations made herein. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the parties.

Section 5. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the County and the City and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the County or the City.

Section 6. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section 7. Successors and Assigns. This Agreement shall apply to and be binding upon the parties hereto and their respective officers, directors, successors, and assigns. This Agreement and any of the rights obtained hereunder are not assignable by any party hereto without the express written consent of the other parties, which consent shall not be unreasonably withheld.

Section 8. Authorization. Each party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization; (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and (iii) this Agreement is a binding and enforceable agreement on its part.

Section 9. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Section 10. Effective Date. This Agreement will be effective as of the date of the execution by the last party to execute this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

FORT BEND COUNTY

By: _____
K. P. George, County Judge

Date: _____

ATTEST:

By: _____
Laura Richard, County Clerk

CITY OF SUGAR LAND, TEXAS

By: _____
Joe R. Zimmerman, Mayor

Date: _____

ATTEST:

By: _____
Glenda Gundermann, City Secretary

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