

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**CUMULATIVE DEFICIT RECOVERY AGREEMENT
 BETWEEN FORT BEND COUNTY AND
FIRST COLONY COMMUNITY SERVICES ASSOCIATION, INC.**

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and First Colony Community Services Association ("Association").

WITNESSETH:

WHEREAS, the Association received supplemental law enforcement services from County, as permitted by Texas Local Government Code Sec. 351.061, and as agreed to by the Parties, since 2004;

WHEREAS, the Parties acknowledge that County shall collect 100 percent of the cost for supplying the law enforcement services pursuant to Texas Local Government Code 351.062; and

WHEREAS, the Parties agree that payment for the years 2004-2009 was not 100 percent of the cost for supplying the law enforcement services during that time.

NOW THEREFORE, in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

**ARTICLE I
 PURPOSE**

The purpose of this Agreement is for the County to recover the amount owing for providing supplemental law enforcement services to Association for fiscal years 2004-2009.

**ARTICLE II
 PAYMENT BY ASSOCIATION**

- A. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Auditor, 301 Jackson Street, 5th Floor, Richmond, Texas 77469, and the Auditor then will ensure that the payments are directed to the Office of the County Treasurer for proper receipt.
- B. The Parties agree that the Cumulative Deficit is \$83,775.00.
- C. The Association agrees to pay the County without demand in accordance with Exhibit A to this Agreement.
- D. County agrees to credit the Association for fiscal year 2010 overpayment in accordance with Exhibit A to this Agreement.

- E. In the event of default in the payment of any installments when due as herein provided, County may, without notice or demand, declare the entire Cumulative Deficit then unpaid immediately due and payable.
- F. Upon such time that Association has terminated or declined to renew any subsequent agreement for supplemental law enforcement services, the entire Cumulative Deficit then unpaid will be immediately due and payable on the first year anniversary from the last effective date of service.
- G. Upon such time that County has terminated or declined to renew any subsequent agreement for supplemental law enforcement services, the entire Cumulative Deficit then unpaid will be immediately due and payable in two equal payments with the first payment due on the first year anniversary from the last effective date of service under the expiring law enforcement services agreement and the second payment due one year after the first.

ARTICLE III ASSIGNMENTS

This Agreement is not assignable.

ARTICLE IV. 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 person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE V. ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

- A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibit "A" and that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
- B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**ARTICLE VI.
NOTICE**

- A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the **County**: Fort Bend County
Attention: County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

To the **Association**: First Colony Community
Services Association, Inc.
4350 Austin Parkway
Sugar Land, Texas 77479

- B. Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

FORT BEND COUNTY



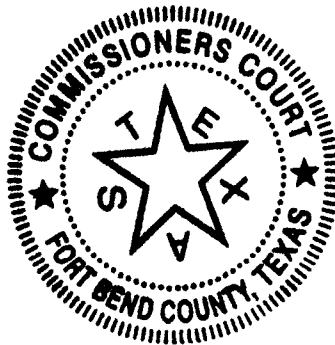
Robert E. Hebert, County Judge

Date: 2-22-2011

ATTEST:



Dianne Wilson, County Clerk



**FIRST COLONY COMMUNITY
SERVICES ASSOCIATION, INC.**

By: 

Title: EXECUTIVE DIRECTOR

Date: 1-28-2011

Exhibit A

Fort Bend County
First Colony Community Services Association
Deficit Recovery Plan
January 6, 2011

Description	Amount
FY2004 - FY2009 Cumulative Deficit	83,775.39
Deficit Recovery Payments through 1/6/2011	-
Adjusted Deficit Balance	83,775.39
Repayment Schedule	
179 Monthly Payments of \$465.00	83,235.00
1 Final Payment of \$540.39	540.39
Total Monthly Payments	83,775.39

RES
1/6/2011