



facility, the Fort Bend County Commissioners Court must first give specific written approval for the Project ("Project Agreement") before any aspect of the Project is commenced. The Project Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

**II.  
COMPENSATION**

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

**III.  
CURRENT REVENUES**

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

**IV.  
TERM**

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supersede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until **September 30, 2012**, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

**V.  
MISCELLANEOUS**

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

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

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

If to **Fort Bend County**:

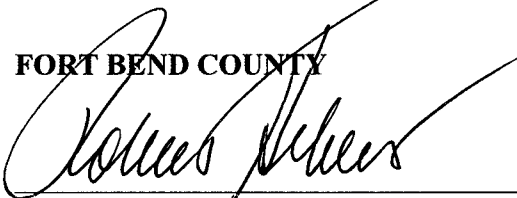
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: Robert E. Hebert, County Judge

If to **WCID 2**:

Fort Bend County W.C. & I. D. #2  
2331 South Main  
Stafford, Texas 77477  
Attn: \_\_\_\_\_

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

**FORT BEND COUNTY**



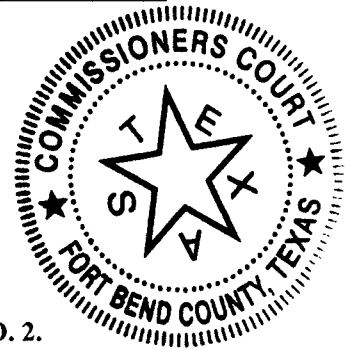
Robert E. Hebert, County Judge

Date 9-27-2011

Attest:



Dianne Wilson, County Clerk

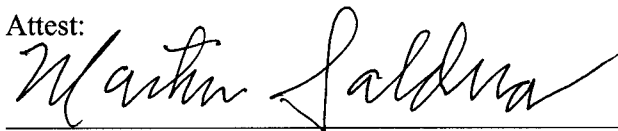


**FORT BEND COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 2.**



Date 9-7-11

Attest:



MTR/cg: Primary.WCID 2: 2349- (08/26/11)