

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

PRIMARY INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 37

This Interlocal Agreement, is made and entered into pursuant to the Interlocal Cooperation Act (the "Act"), Chapter 791 of the TEXAS GOVERNMENT CODE, between **FORT BEND COUNTY, TEXAS**, (the "County") a body corporate and politic, acting by and through its Commissioners Court and **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 37**, a political subdivision of the State of Texas created pursuant to the authority of Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code, acting by and through its governing board (the "District.")

WHEREAS, the County is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

WHEREAS, the District is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

WHEREAS, the District and the County's require mutual assistance in performing certain governmental functions and services and the District and the County desire to assist one another in performing certain governmental functions and services;

NOW, THEREFORE, for and in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.
BASIC TERMS

The County and the District agree to assist one another with certain governmental functions and services on a "project by project" basis (the "Project").

The parties agree that both the County and the District must be specifically authorized, by law, to individually and independently perform the agreed upon governmental function or service on their own.

The parties agree that District must be specifically authorized by law to individually and independently perform the agreed upon governmental function or service on its own.

If the governmental function or service is to construct, improve or repair a building or other 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 a separate document other than this Primary Interlocal Agreement which: (1) contains a description of the Project to be undertaken and, (2) identifies the Project's location.

II.
CONSIDERATION

The Act requires, and the parties acknowledge, that the party performing the governmental function or service must receive adequate consideration; therefore, consideration 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 such payments from its currently available revenues.

IV.
TERM

The term of this Agreement shall be effective on the date executed by the County 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 incidents that are beyond the parties' control, and are not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

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

If to **County**:

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

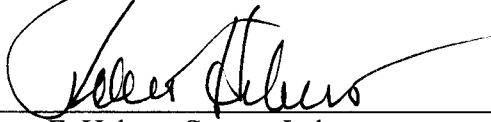
If to **District**:

Fort Bend County Municipal Utility District No. 37
c/o Johnson Radcliffe Petrov & Bobbitt PLLC
1001 McKinney, Suite 1000
Houston, Texas 77002
Attention: Ms. Regina D. Adams
Telephone: 713.237.1221
Fax: 713.237.1313

VI.
EXECUTION

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

FORT BEND COUNTY



Robert E. Hebert, County Judge

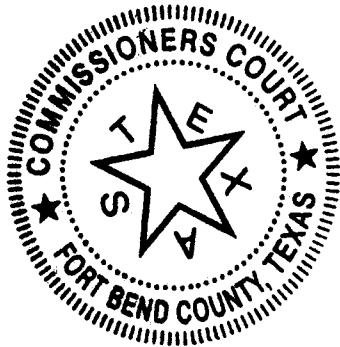
11-22-2011

Date

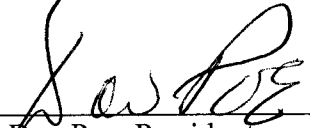
Attest:



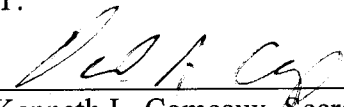
Dianne Wilson, County Clerk



FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 37

By: 
Don Poe, President

ATTEST:

By: 
Kenneth L. Comeaux, Secretary
David A. Corp, Ass't. Sec.