

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

PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY, TEXAS AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 119

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**, ("County") a body corporate and politic, acting by and through its Commissioners Court and **Fort Bend County Municipal Utility District No. 119** ("MUD 119"), acting by and through its Board;

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

Whereas, MUD 119 is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, County and MUD 119's desire each other's assistance in performing certain governmental functions and services;

Therefore, 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**

- 1.01 County agrees to assist MUD 119 with certain governmental functions and services on a "project by project" basis (the "Project").
- 1.02 MUD 119 agrees to assist County with certain governmental functions and services on a "project by project" basis (the "Project").
- 1.03 The parties agree that County must be specifically authorized by law to individually and independently perform the agreed upon governmental function or service on its own.
- 1.04 The parties agree that MUD 119 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, road 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 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.

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**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, if any, 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, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

**V.
MISCELLANEOUS**

- 5.01 It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.
- 5.02 Both parties waive liability for causes beyond the parties' control, not the result of negligence.
- 5.03 Venue for all purposes is Fort Bend County, Texas.
- 5.04 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 MUD 119:

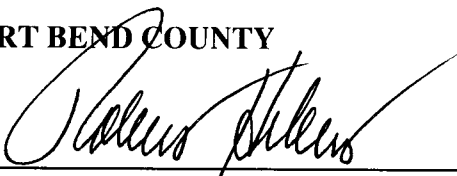
Fort Bend County MUD 119
Alan Shelby
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

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**VI.
EXECUTION**

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

FORT BEND COUNTY



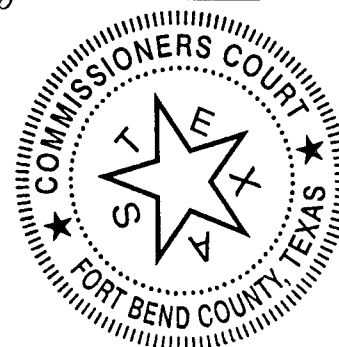
Robert E. Hebert, County Judge

Date August 7, 2012

Attest:



Dianne Wilson, County Clerk



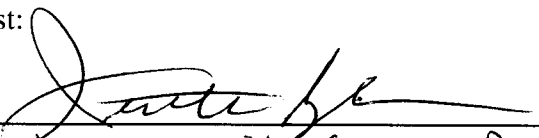
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 119



Alan Shelby, President, Board of Directors

Date 8-1-12

Attest:



Jeanette Spinks, Secretary, Board of Directors

MER/nm: Primary.MUD 119: 2349-