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KNOW ALL MEN BY THESE PRESENTS:

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**PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY, TEXAS
AND SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5**

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 SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5 (“DISTRICT”), a conservation and reclamation district operating under the authority of Article 16, Sec. 59, Texas Constitution, Chapters 49 and 54, Texas Water Code and Chapter 8321, Texas Special District Local Laws Code, 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, District is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, County desires District's assistance in performing certain governmental functions and services;

Whereas, County desires to assist District in performing certain governmental functions and services;

Whereas, District desires County's assistance in performing certain governmental functions and services; and

Whereas, District desires to assist County 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

County agrees to assist District with certain governmental functions and services on a “project by project” basis (the “Project”).

District agrees to assist County with certain governmental functions and services on a “project by project” basis (the “Project”).

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.

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, 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.

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, 2013**, 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

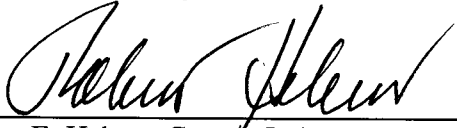
If to District:

Sienna Plantation Municipal Utility District No. 5
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Stephen M. Robinson

**VI.
EXECUTION**

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

FORT BEND COUNTY



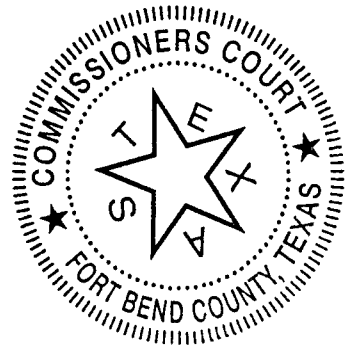
Robert E. Hebert, County Judge

10-2-2012

Date

Attest:


Dianne Wilson, County Clerk



SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5



Attest:


9/14/2012

Date