

**INTERLOCAL AGREEMENT BETWEEN FORT BEND INDUSTRIAL
DEVELOPMENT CORPORATION AND FORT BEND COUNTY, TEXAS FOR
BOOKKEEPING SERVICES**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Interlocal Agreement (this "Agreement") is entered into Fort Bend County, Texas (the "County"), a political subdivision of the State of Texas, acting by and through its Commissioners Court, and the Fort Bend Industrial Development Corporation (the "Corporation"), a public nonprofit development corporation, created pursuant to Chapter 501, Texas Local Government Code, a component unit of the County, each acting herein by and through their respective governing bodies. The County and the Corporation shall collectively be referred to as the "Parties."

WHEREAS, the Corporation desires to enter into an Interlocal Agreement whereby the County will assist the Corporation with financial, bookkeeping, and administrative services; and

WHEREAS, the Parties have determined it to be in the public interest to execute an Agreement to reflect the County's role in providing such services to the Corporation;

NOW, THEREFORE, in consideration of the mutual covenants to each reflected in this Agreement, the County and Corporation agree as set forth herein.

Article I. Responsibilities of County

The County agrees to provide the Corporation with the following tasks:

- A. Establish the necessary bank and investment accounts, reconcile such accounts on a timely basis, and deposit Corporation funds in the appropriate Corporation account on a timely basis.
- B. Prepare and present for approval by the Board of Directors of the Corporation, all checks or appropriate documentation for monetary transfers, with invoices attached.
- C. Prepare statements, as often as reasonably requested by the Corporation, showing all activity within each Corporation account, and the current distribution of monies within each fund.
- D. Maintain all journals and ledgers pertaining to the Corporation's accounts in accordance with generally accepted accounting guidelines for public funds, and the applicable laws of the State of Texas.

- E. Assist the Corporation's and County's auditor to efficiently perform the annual financial report.
- F. Attend Corporation meetings if requested by the Board of Directors of the Corporation.
- G. Prepare Forms 1096 and 1099, or other reporting forms required by state or federal government.
- H. Assist in preparation and presentation of the Corporation's annual budget, any amendments thereto, and recommendations thereon.

Article II. General Terms and Conditions

2.1 Scope. This Agreement is intended to authorize all work or services required by the County to perform the agreed functions.

2.2 Independent Contractor. The County is an independent contractor as to all work performed under this Agreement. The detailed manner and method of performing the work is under the control of the County, the Corporation having interest only in the results obtained. All persons engaged in the performance of said work shall have the right to such inspection of the work as necessary to ensure compliance by the County with the obligations assumed hereunder.

2.3 Assignment. The County may assign part of this Agreement or sublet the same or any part thereof to a qualified contractor to perform specific requested duties that fall outside the County's capability without the consent of the Corporation, but the County must notify the Corporation of such assignment. The assignment of this Agreement or the subletting of any work under this Agreement shall not relieve the County of its obligations hereunder.

2.4 Applicable Laws. All work shall be performed in compliance with all applicable laws, ordinances or regulations of any governmental authority having jurisdiction.

2.5. Separate Funds. The Parties understand that the Corporation is a development corporation created as a separate constituted authority and instrumentality of the County with specific public purposes. Any funds or accounts of the Corporation are separate from and shall not be comingled with general County funds or accounts.

Article III. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE PARTIES SHALL INDEMNIFY EACH OTHER FOR ANY AND ALL ACTS ARISING OUT OF THIS AGREEMENT.

Article IV. Billing and Payment

4.1 Billing of the Corporation. The Corporation shall pay the County for any out-of-pocket costs for administrative service provided to the Corporation. The County will maintain a record of such charges and provide the same to the Corporation upon request. The County shall bill quarterly for all services provided hereunder, as shown by invoice and listing the services provided for the billing period at the County's reasonable actual cost.

4.2 Current Revenues. The Corporation will reimburse the County for the cost of administrative services from current revenues available to the Corporation to the extent those revenues are available provided the cost is within the amount authorized by the Corporation's annual budget, as that budget may be amended from time to time.

4.3 Invoice Submittal. On or before the tenth (10th) day of the third month, the County shall submit to the President of the Board of Directors of the Corporation, for review and approval, an invoice covering the previous three months' work. Any invoice submitted by the County hereunder shall be paid in accordance with the Texas Government Code, Chapter 2251. The Board of Directors of the Corporation must approve all invoices.

4.4 Disputed Charges. In the event the Corporation disputes the charges reflected in an invoice, the Corporation shall nevertheless pay the charges. The Corporation shall notify the County as soon as practicable of the dispute, which the Corporation and County shall proceed in good faith to resolve.

4.5 Inspection of Supporting Documents. The Corporation, upon reasonable notice to the County, may inspect the County's records of accounting which support invoices delivered to Corporation at any time during the County's normal business hours, and the County shall fully cooperate with the Corporation to facilitate the inspection.

Article V. Term of Agreement

This Agreement shall commence upon the date of the final party's execution and may be terminated by either party for any reason, without penalty, with thirty (30) days written notice. If amounts remain due by the Corporation to the County upon termination of this Agreement, the Corporation will take the appropriate action to pay the amount due.

Article VI. Notices

Any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail to the addresses of the Parties, as follows:

If to the County:

County Auditor
Fort Bend County, Texas
301 Jackson, Suite 533
Richmond, Texas 77469

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

With a copy to:

Fort Bend County Attorney
Fort Bend County Attorney's Office
301 Jackson, Suite 101
Richmond, TX 77469

If to the Corporation:

Fort Bend Industrial Development Corporation
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027
Attn: President, Board of Directors

VII. Miscellaneous

7.1 Modification. This Agreement may not be modified, varied or amended, except by written agreement.

7.2 Assessments. Neither Party shall be responsible or liable for any taxes, fines, penalties nor other statutory charges levied or assessed against the other Party.

7.3 Laws and Regulations. This Agreement is subject to applicable federal, state, and local laws, ordinances, rules and regulations. Nothing in this Agreement shall be construed as a waiver of any right to question or contest any such law, ordinance, rule, regulation or asserted regulatory jurisdiction.

7.4 Governing Laws and Venue. This Agreement shall be governed by the laws of the State of Texas and venue for litigation arising out of disputes between the Parties shall lie exclusively in Fort Bend County, Texas.

7.5 Waiver. No waiver by either Party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults, whether of a like or a different character.

7.6 Force Majeure. Neither Party shall be liable to the other Party for failure to perform its obligations under this Agreement when such failure is attributable solely to Force Majeure. Force Majeure shall mean any cause beyond the reasonable control of either Party, including, without limitation, failure, or imminent threat of failure, of facilities or equipment, flood, freeze, earthquake, storm, fire, lightning, other acts of God, epidemic, war, acts of a public enemy, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbance or dispute, labor or material shortage, sabotage, restraint by court order or other public authority, and action or nonaction by, or failure or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by the exercise of due diligence it could not overcome. Nothing contained herein shall be construed so as to require the Parties to settle any strike, lockout, work stoppage or any industrial disturbance or dispute in which it may be involved or to seek review of or take an appeal from any administrative or judicial action. Failure of the Corporation to make payments to the County required by this Agreement shall not be construed as an event occasioned by Force Majeure.

7.7 Severability. In the event of any material term, covenant or condition of this Agreement, or any amendment, or the application of any such term, covenant or condition shall be held invalid, illegal, or unenforceable as to any Party or circumstances by an court or regulatory authority having jurisdiction, the Corporation and County shall conduct good faith negotiations for the purpose of reaching a mutually agreeable written agreement to replace the deleted provision(s) that will most nearly accomplish the purpose and intent of the deleted provision(s).

7.8 Survivorship of Obligations. Except as otherwise provided herein, the termination or cancellation of this Agreement shall not discharge any Party from any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense or liability that shall occur or arise prior to such termination. Unless provided otherwise, it is the intent of the Parties that any such obligation owed (whether the same shall be known or unknown as of the termination or cancellation of this Agreement) shall survive the termination or cancellation of this Agreement.

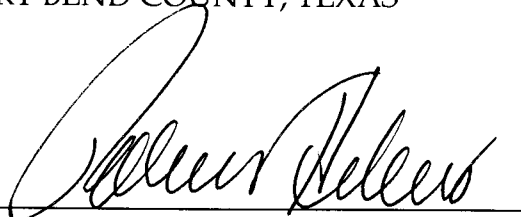
7.9 Amendment. This Agreement may only be amended by a writing signed by both Parties.

7.10 Section Headings. The descriptive headings of the articles and sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions thereof.

7.11 Counterparts. This Agreement shall be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in counterparts by their respective representatives, effective as of the date first set forth above.

FORT BEND COUNTY, TEXAS

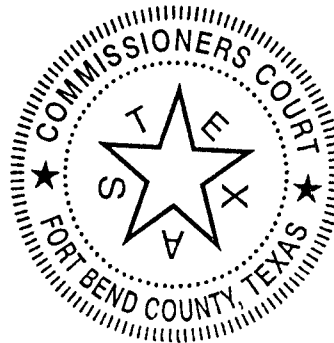
By: 
Robert Hebert
County Judge 11-6-2012

ATTEST:

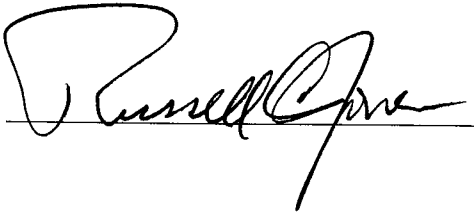
By: 
Dianne Wilson
County Clerk

APPROVED AS TO FORM:



Mary B. Realy
First Assistant County Attorney



FORT BEND COUNTY INDUSTRIAL
DEVELOPMENT CORPORATION

By: _____

ATTEST:



Secretary