

AGENDA ITEM #26

ARF-14380

REGULAR SESSION AGENDA

Commissioner Pct. 1

Meeting Date: 06/10/2014

Primary Interlocal Agreement - FBCMUD 192

Submitted By: Marcus Spencer, County Attorney

Department: Commissioner Precinct 1

Type of Item: Discussion Item

Renewal Agreement/ No

Appointment:

Multiple Originals Y/N?: y

Reviewed by County
Attorney's Office:

Yes
[Signature]

Information

SUMMARY OF ITEM

Take all appropriate action on the Primary Interlocal Agreement between Fort Bend County and Fort Bend County Municipal Utility District No. 192.

SPECIAL HANDLING

→ Return originals to Marcus at County Attorney's Office.

06/12/14 2 originals returned

Attachments

Agreement

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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**PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY, TEXAS
AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 192**

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. 192** ("DISTRICT"), 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, 2014**, 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**:

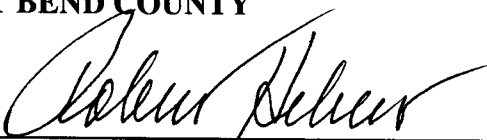
Fort Bend County
401 Jackson, First Floor
Richmond, Texas 77469
Attn: Robert E. Hebert, County Judge

If to **District**:

Fort Bend County Municipal Utility District No. 192
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Annette Stephens


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

FORT BEND COUNTY

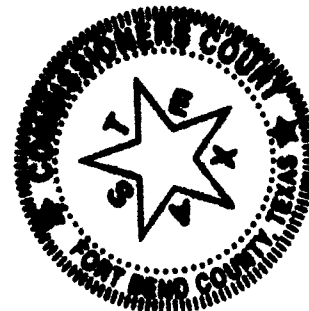


Robert E. Hebert, County Judge

Date June 10, 2014

Attest: 

Dianne Wilson, County Clerk



FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 192



Date 6-4-2014

Attest: 