

## FIRST MODIFICATION OF AGREEMENT

This supplemental Agreement made and entered into by and between Fort Bend County Fresh Water Supply District No. 1, a body corporate and politic and a governmental agency of the State of Texas (hereinafter referred to as District) and Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the County.

### RECITALS

A. County and District entered into a written agreement on April 7, 2009, for water improvements, which is eligible under the rules and regulations regarding CDBG grant funds by and through the U.S. Department of Housing and Urban Development. A copy of the Agreement is attached as Exhibit A and is incorporated herein by reference for all purposes.

B. County and District desire to modify the Agreement to increase the amount of the Agreement by \$25,000, and as follows:

### IT IS THEREFORE AGREED

1. Part III, PROJECT COSTS is hereby deleted and replaced as follows:

3.01 For and in consideration of the Project as herein set forth, the County agrees to fund project costs not to exceed the total sum Two Hundred Seventy Five Thousand and No/100 Dollars (\$275,000.00) as set forth in the Budget for CDBG Funds, which shall be in full and total compensation for payment of all expenses allowed under this Agreement and the Grant Agreement with HUD.

#### CDBG Budget

<b>House Service Connections</b>	<b>\$275,000.00</b>
<b>Total CDBG Funds</b>	<b><u>\$275,000.00</u></b>

2. Part IV, PAYMENT is hereby deleted and replaced as follows:

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed Two Hundred Seventy Five Thousand and No/100 Dollars (\$275,000.00). District shall submit an invoice upon delivery of the Project. Such invoice shall include any other documentation requested by the County. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

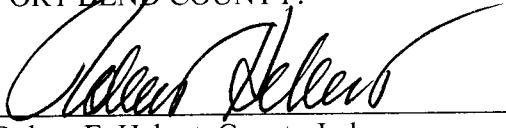
3. Except for the modification of the Agreement made in Part III and Part IV of this Agreement, all provisions of the Agreement shall continue in full force and effect.
4. This modification shall become effective when executed in duplicate originals by the parties hereto as follows:

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

- a. It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, been executed by the County Judge of Fort Bend County, on behalf of the County pursuant to an Order of the Commissioners Court of the Grantee so authorizing.
- b. It has on the 21st day of March, 2013, been executed by the President and attested to by the District Secretary on behalf of the District pursuant to an Order authorizing.

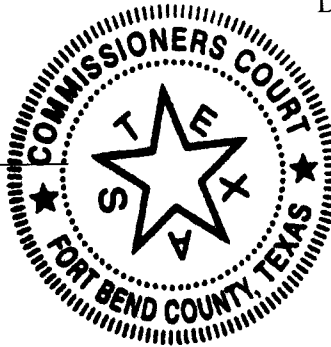
This Agreement shall become effective upon execution by County.

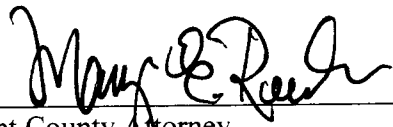
FORT BEND COUNTY:

  
Robert E. Hebert, County Judge

4-9-2013  
Date

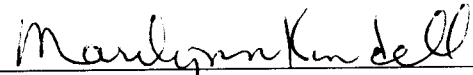
ATTEST:   
Dianne Wilson, County Clerk




APPROVED AS TO FORM:   
Assistant County Attorney

2/25/2013  
Date

APPROVED: COUNTY PROJECT MANAGER

  
Marilynn Kindell, Director  
Fort Bend County Community Development Department

FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO 1:


By   
Acting President

3/21/2013  
Date

ATTEST:   
District Secretary

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$275,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Robert E. Sturdivant, County Auditor

AGREEMENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This Agreement is by and between Fort Bend County Fresh Water Supply District No. 1, a body corporate and politic and a governmental agency of the State of Texas (hereinafter referred to as District) and Fort Bend County, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as County).

WITNESSETH:

WHEREAS, the County has submitted Community Development Block Grant application to the U. S. Government which has been approved by the U. S. Government through the U. S. Department of Housing and Urban Development:

WHEREAS, the District did agree to cooperate to be included in the grant applications; and,

WHEREAS, included in the approved grant applications for water improvements; for a total cost of \$250,000.00, hereinafter referred to as the "Project"; and,

WHEREAS, the County is the grantee named in the grant charged with compliance of the federal laws, rules, and regulations relating to the expenditure of funds received from the U. S. Government pursuant to the approved Community Development Block Grant application; and,

WHEREAS, the District is not familiar with such federal laws, rules, and regulations relating to the expenditure of U. S. Government funds under the Community Development Block Grant application; and,

WHEREAS, the County desires to assure compliance with such laws, rules, and regulations relating to the expenditure of funds under the Community Development Block Grant application; and,

WHEREAS, the County and District mutually agree as to the need to expedite this project as quickly as possible;

NOW, THEREFORE, the County and District do mutually agree as follows:

I.

SCOPE OF AGREEMENT

The County and District agree to construct the Project in accordance with the guidelines, rules, and regulations required by the U. S. Department of Housing and Urban Development (hereinafter referred to as HUD). The District shall install water service lines and make connections to low- and moderate-income owner-occupied housing units within the District boundaries.

II.

DUTIES OF THE COUNTY AND DISTRICT

The District shall be responsible for the administration of the construction contracts, with the County approving the award of the bid. The District shall, at its own expense, furnish the necessary inspection personnel to assure itself of compliance with the Agreement. The County shall periodically inspect the Project during construction. The County shall fund the Project as set forth in this Agreement.

The County shall be responsible for processing the homeowner applications and notifying the District of the homeowners approved for connections.

The District and the County, through its Community Development Department Director, may by prior written agreement mutually agree to re-allocate the funds among the various line items of the budget or to new line items created in the budget.

III.

PROJECT COSTS

For and in consideration of the Project as herein set forth, the County agrees to fund project costs not to exceed the total sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) as set forth in the Budget for CDBG Funds, which shall be in full and total compensation for payment of all expenses allowed under this Agreement and the Grant Agreement with HUD.

CDBG Budget

<b>House Service Connections</b>	<b>\$250,000.00</b>
<b>Total CDBG Funds</b>	<b><u>\$250,000.00</u></b>

The County shall not be liable for the payment of expenses or costs which are not allowable under the terms of this Agreement and the Grant Agreement with HUD.

#### IV.

#### PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). District shall submit an invoice upon delivery of the Project. Such invoice shall include any other documentation requested by the County. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

#### V.

#### SOURCE OF FUNDING

The County has no County funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on the County receiving funds for the purpose of paying the entire obligation of the County under this Agreement from funds to be received from the U. S. Department of Housing and Urban Development, by virtue of Grant No. B-03-UC-48-0004, entitled Community Development Block Grant. Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the County under the terms and provisions of this Agreement shall not exceed \$250,000.00 or the amount actually received by the County from HUD pursuant to the Block Grant.

The District admits knowledge of the fact that the County's obligation hereunder for payment of compensation and costs, if any, is limited to Federal funds received pursuant to the Grant Agreement in connection with the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development, and that, unless and until adequate funds have been received by the County under the Grant Agreement to pay the District's compensation and expense reimbursement, the County shall have no obligation to the District.

#### VI.

#### AGREEMENT DOCUMENTS

This Agreement includes the following exhibits and such exhibits are attached hereto and made a part hereof for all purposes:

- Exhibit A - CDBG Program Requirements
- Exhibit B - Certification for Contracts, Grants,  
Loans and Cooperative Agreements

This Agreement and the attached exhibits represent the entire Agreement between the County and the District, and there are no other effective agreements, representations or warranties between the County and the District that are not contained in the Agreement Documents.

## VII.

### NOTICE

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the County, then to:

Honorable County Judge and Commissioners Court  
Fort Bend County  
c/o Community Development Department  
4520 Reading Road, Ste. A  
Rosenberg, Texas 77471

If to the District, then to:

President and Board of Directors  
Fort Bend County Fresh Water Supply District No. 1  
c/o Coats Rose  
3 Greenway Plaza, Suite 2000  
Houston, Texas 77046

Each party shall have the right, from time to time at any time, to change its respective address and each shall have the right to specify as its new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

## VIII.

### RIGHTS OF TERMINATION

The District or the County, by and through its Director of the Fort Bend County Community Development Department, may terminate this Agreement without cause at any time by giving thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

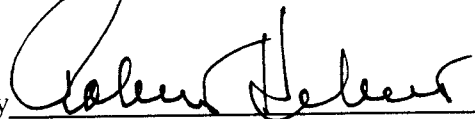
- a. It has on the 7 day of April, 2009, been executed by the County Judge of Fort Bend County, on behalf of the County pursuant to an Order of the Commissioners Court of the County so authorizing.
- b. It has on the 19th day of February, 2009, been executed by the President and attested to by the District Secretary on behalf of the District pursuant to an Order so authorizing.

ATTEST:



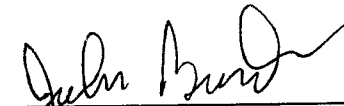
Dianne Wilson  
County Clerk

FORT BEND COUNTY

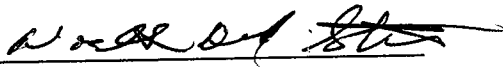
By 

ROBERT E. HEBERT  
County Judge

FORT BEND COUNTY FWSD NO. 1

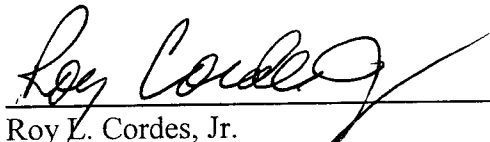
By   
PRESIDENT

ATTEST:



District Secretary

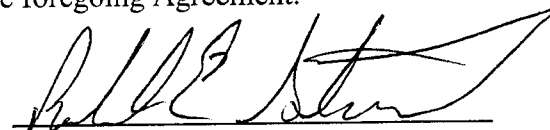
APPROVED AS TO FORM:



Roy L. Cordes, Jr.  
County Attorney

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$250,000.00 to pay the obligation of Fort Bend County under and within the foregoing Agreement.



ROBERT E. STURDIVANT  
County Auditor



**ORDER AUTHORIZING AGREEMENT BETWEEN  
FORT BEND COUNTY AND THE FORT BEND COUNTY FWSD NO. 2**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §**

On this the 7 day of April, 2009, at a regular meeting of Commissioners Court sitting as the governing body of Fort Bend County, Texas, upon motion of Commissioner Morrison, seconded by Commissioner Prestage, duly put and carried,

**IT IS ORDERED** that the Fort Bend County Judge execute the Agreement between Fort Bend County and Fort Bend County Fresh Water Supply District No. 1 for federal funding of a Community Development Block Grant (CDBG) Program for water line connection services, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

## **EXHIBIT A**

### **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REQUIREMENTS**

#### **I.**

##### **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title 24 Code of Federal Regulations Part 1. In accordance with the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Contractor receives Federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure is thereon provided or improved with the aid of Federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. The Contractor will further comply with federal regulations, 24 CFR Part 1, which implement the act.

#### **II.**

##### **FAIR HOUSING REQUIREMENTS**

The Contractor shall comply with the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100, Part 109, and Part 110. No person in the United States shall, on the basis of race, color, religion, sex, national origin, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds.

#### **III.**

##### **EXECUTIVE ORDER 11063**

The Contractor shall comply with Executive Order 11063 as amended by Executive Order 12259 and as contained in 24 CFR Part 107. Contractor will take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities area, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal Government.

#### **IV.**

#### **SECTION 109 OF THE COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Community Development Act of 1974, in that no person in the United States shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds.

#### **V.**

#### **EXECUTIVE ORDER 11246**

The Contractor shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (451 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted construction contracts.

Contractor agrees that contractors and subcontractors on Federal or federally-assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

#### **VI.**

#### **RELOCATION, ACQUISITION & DISPLACEMENT**

The Contractor agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Contractor agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

#### **VII.**

#### **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

- A. The Contractor shall, to the greatest extent feasible, give opportunities for training and employment to lower-income residents of the County and shall award contracts for work in connection with the Project to business concerns which are located in or owned in substantial part by persons residing in the County.
- B. The Contractor shall include the phrase in paragraph A in all contracts for work in connection with this project.

## **VIII.**

### **LEAD-BASED PAINT**

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

## **IX.**

### **USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS**

The Contractor shall not use assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under provisions of 24 CFR Part 24.

## **X.**

### **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS**

The Contractor and its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128<sup>2</sup>(implemented at 24 CFR Part 44) as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 570.502.

## **XI.**

### **CONFLICT OF INTEREST**

- A. No member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit direct or indirect which arises from the Agreement.
- B. In accordance with 24 CFR Part 570.611, no persons described in paragraph C who exercise or have exercised any functions with respect to CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to CDBG activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- C. The requirements of paragraph B apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, Contractor, and of any designated public agency, or subrecipient under 24 CFR Section 570.20 which receives funds under the CDBG grant agreement with HUD.

## **XII.**

### **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS**

The Contractor agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation.

## **XIII.**

### **ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT**

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Contractor also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

#### **XIV.**

##### **MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

The Contractor shall comply with Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Contractor must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

#### **XV.**

##### **DISCRIMINATION ON THE BASIS OF AGE OR HANDICAP**

The Contractor shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 61-1-07) and implementing regulations at 24 CFR part 146. The Contractor shall not discriminate against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

#### **XVI.**

##### **RECORDS FOR AUDIT PURPOSES**

Without limitation to any other provision of this Agreement, the Contractor shall maintain all records concerning the Project that will facilitate an effective audit to determine compliance with program requirements. Records shall be kept for three (3) years from the expiration date of the Agreement. The Contractor will give the County, HUD, and the Comptroller General of the United States, the General Accounting Office or any of their authorized representatives access to and the right to examine, copy or reproduce all records pertaining to the acquisition and construction of the Project and the operation of the Project. The right to access shall continue as long as the records are required to be maintained.

#### **XVII.**

##### **DRUG FREE WORKPLACE ACT OF 1988**

The Contractor shall comply with the Drug Free Workplace Act of 1988 and certify that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR part 24, subpart F.

## EXHIBIT B

### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

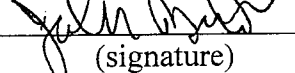
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 19<sup>th</sup> date of Feb February, 2009.

By   
(signature)

John Borden  
(typed or printed name)

President, Board of Supervisors  
(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT  
(type and identity of program, project or activity)