

STATE OF TEXAS

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COUNTY OF FORT BEND

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## AMENDMENT TO COOPERATION AGREEMENT

This First Amendment is entered into on the 10 day of August, 2021 by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and the City of Orchard (the "City").

**WHEREAS**, the parties have executed and accepted that certain COOPERATION AGREEMENT (the "Agreement," attached as Exhibit A) on or about July 28, 2015; **AND**

**WHEREAS**, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

Section V. is amended, and shall now read:

"In the performance of this Agreement, County and City executing this Agreement agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, and in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing (see 24 CFR § 91.225(a) and 5.105(a)); and comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. County funding may not be used for activities in, or in support of, by either party that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification."

*{Execution Page Follows}*  
*{Remainder Intentionally Left Blank}*

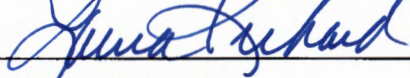
IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

**FORT BEND COUNTY**

  
K.P. George, County Judge

Date: 8/10/2021

ATTEST:

  
Laura Richard, County Clerk

(SEAL)




**CITY OF ORCHARD**

  
Mayor

Date: 8/12/21

Printed Name: Rod Baylock

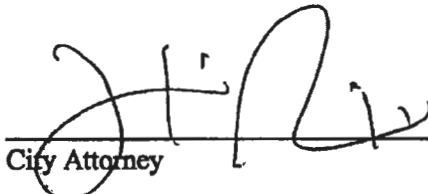
ATTEST:

  
City Secretary

### CERTIFICATE OF CITY ATTORNEY

I have examined the foregoing Amendment to the Agreement, and as City Attorney for the City named therein, I certify that the terms and provisions of this Amendment and the Agreement are fully authorized under State and local law applicable to the City. (Including but not limited to the City's Charter and Ordinances.)

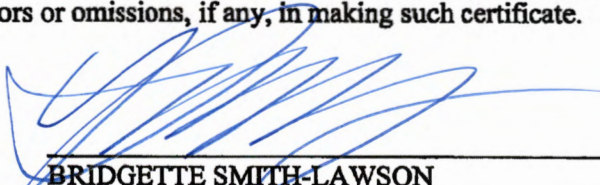
8/2/21  
Date

  
City Attorney  
Justin Pruitt  
Printed Name

### CERTIFICATE OF COUNTY ATTORNEY, FORT BEND COUNTY, TEXAS

I have examined the foregoing Amendment and Agreement, and as statutory civil counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under state and local law, and that this Amendment and Agreement provide full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. To the extent that this certificate relates the state and local law applicable to the City (including but not limited to the City's Charter and Ordinances), this certificate is given in total reliance upon the foregoing Certificate of the City Attorney and the undersigned disclaims any responsibility or liability for the City Attorney and the errors or omissions, if any, in making such certificate.

08/19/2021  
Date

  
BRIDGETTE SMITH-LAWSON  
County Attorney

# EXHIBIT A

STATE OF TEXAS

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COUNTY OF FORT BEND

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### COOPERATION AGREEMENT

This Agreement, is made and entered into by Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter sometimes referred to as "County", and the City of Orchard, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as "City".

#### WITNESSETH:

**WHEREAS**, the City has elected to have its population included as a portion of that population to the County in the County's "urban county" application to the U.S. Department of Housing and Urban Development for funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application," and

**WHEREAS**, the City's area and population are within the boundaries of Fort Bend County; and

**WHEREAS**, the County is willing to include all of the City's population in the Grant Application and to cooperate with the City in the implementation of the City's Community Development Program; and

**WHEREAS**, the County certifies that it is following an approved Comprehensive Housing Affordability Strategy; and

**WHEREAS**, the Texas Legislature has enacted the "Texas Community Development Act of 1975," codified at VTCA Local Government Code §373.001 et seq., which provides, in part, for the authorization of cities to implement a community development program; and

**WHEREAS**, the governing body of the County duly authorizes this Agreement; and

**WHEREAS**, the governing body of the City duly authorizes this Agreement; and

**WHEREAS**, the Texas legislature has further enacted "The Interlocal Cooperation Act," Chapter 791, Texas Government Code, which provides, in part, that the County may contract with the City to perform governmental functions and services for the City;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the County, and the City, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**I.**

The City and the County agree to allow the U. S. Department of Housing and Urban Development to use the City's population and other necessary demographic characteristics in the determination of whether the County will qualify as an "urban county" as defined in the Housing and Community Development Act of 1974, as amended, and the rules and regulations promulgated pursuant thereto.

The City and the County acknowledge that this Cooperation Agreement covers the Community Development Block Grant (CDBG) Entitlement Program, the HOME Investment Partnership (HOME) Program and Emergency Solutions Grants (ESG) Programs.

**II.**

The County and the City agree to cooperate in undertaking or assisting in undertaking, community renewal and lower-income housing activities, specifically urban renewal and publicly assisted housing.

The City understands that it may receive a formula allocation under the HOME Program only through the County, and that it may not apply for grants under the small cities or State Community Development Block Grant Programs from appropriations during the period in which it is participating in the County's CDBG Program. The City further understands that it may not participate in a HOME consortium except through the County.

The City understands that it may receive a formula allocation under the ESG Program only through the County. The City further understands that it cannot form an ESG consortium with other local governments.

**III.**

The City and the County acknowledge that they are aware that the Grant Application has not yet been completed or submitted to the U. S. Department of Housing and Urban Development and that no determination has been made at the time of execution of this Agreement as to where and for what purposes funding, if any, for the Community Development Block Grant Program will be sought or expended. In this regard it is agreed that County shall not be obligated to seek funds for expenditure in the City or for assistance to residents of the City in the Grant Application. If such funds for expenditure in the City or for assistance to its residents are awarded as a result of the Grant Application, the County may in its sole discretion, override such distribution of the award and spend such funds elsewhere and/or for other purposes when necessary or desirable in order to achieve compliance with Title I of the Housing and Community Development Act of 1974, as amended, and all appropriate implementing regulations applicable thereto or mentioned herein. The City has received no assurance, written or oral, from the County to the contrary, and is aware that the execution of this Agreement does not constitute any guarantee on the part of the County that funds received pursuant to the Grant Application, if any, will be expended for projects within the City limits of the City or for assistance to the residents of the City.



#### IV.

This Agreement shall remain in full force and effect for the program years 2016 through 2018 (September 1, 2016 - August 31, 2019). The Agreement will be automatically renewed at the end of this period for consecutive three-year periods unless the County or the City provides written notice to the other party specifying that it elects to not to participate in a new qualification period. A copy of that notice must be sent to the designated HUD field office.

By the date specified in HUD's urban county qualification notice for the next qualification period, the County will notify the City in writing of its right not to participate. A copy of the County's notification to the City will be sent to the designated HUD Field Office by the date specified in HUD's urban county qualification notice for the next qualification period.

The City and the County acknowledge that failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period shall automatically void the automatic renewal of such qualification period. Copies of executed amendments will be sent to the designated HUD field office.

Subject to the termination provisions of Section XII herein, the City and the County acknowledge that this Agreement remains in effect until the CDBG, HOME and ESG funds and income received with respect to the three-year qualification period and any successive qualification periods are expended and the funded activities completed and THAT THE COUNTY AND CITY MAY NOT TERMINATE OR WITHDRAW FROM THE AGREEMENT WHILE THE AGREEMENT REMAINS IN EFFECT.

The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

#### V.

In the performance of this Agreement, County and City executing this Agreement agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The parties further agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws. County funding may not be used for activities in, or in support of, by either party that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.

#### VI.

The City agrees to inform Fort Bend County of any income generated by the expenditure of CDBG funds received by the City and that any such income shall be paid to Fort Bend County. Fort Bend County may, in its sole discretion, allow the City to retain program income provided that any and all such income may only be used for eligible activities in accordance with

all CDBG requirements as may then apply. The City understands that Fort Bend County has the responsibility for monitoring income and reporting to HUD on the use of any such program income, and the City, therefore, agrees to meet such record keeping and reporting requirements as may be required by the County for this purpose. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status will be paid to Fort Bend County.

## VII.

The City agrees and understands that the following terms and conditions will apply with regard to real property acquired or improved in whole or in part using CDBG funds that is within the control of the City during the term of this Agreement.

- a) The City shall timely notify Fort Bend County of any modification or change in the use of property from that planned at the time of acquisition or improvement, including disposition.
- b) The City shall reimburse Fort Bend County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.

## VIII.

The City agrees that program income generated from the disposition or transfer of real property prior to or subsequent to the grant close-out, change of status, or termination of this Agreement shall be treated according to 24 CFR 570.504.

## IX.

The County and the City acknowledge that the County shall not fund activities in or in support of any city that does not affirmatively further fair housing within its jurisdiction or that impedes the County's actions to comply with fair housing laws and orders.

## X.

The County and the City acknowledge that the City has adopted and is enforcing, to the extent authorized by state law, a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City has adopted a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of a non-violent civil rights demonstration within the City's jurisdiction.



**XI.**

The City agrees and understands that pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.

**XII.**

Should the U. S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County shall promptly notify City of such rejection, and either party may then terminate this Agreement by giving written notice of such termination to the other party.

**XIII.**

The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, general local government, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235.

**XIV.**

The County and City executing this Agreement agree that the County has authority to carry out activities which will be funded from annual Community Development Block Grants from Federal Fiscal Year appropriations and from any program income generated from the expenditure of such funds.

**XIV.**

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by counsel for all parties hereto on the forms set forth below.

***Execution Page Follows***

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

- a. It has been executed on behalf of Fort Bend County on the 28<sup>th</sup> day of July, 2015, by the County Judge of Fort Bend County and attested by the County Clerk of Fort Bend County pursuant to an order authorizing such execution;
- b. It has been executed on behalf of the City on the 7<sup>th</sup> day of July, 2015, by its Mayor and attested by its City Secretary, pursuant to action of the City Council of the City authorizing such execution.

FORT BEND COUNTY

  
ROBERT HEBERT, County Judge

ATTEST:

  
Laura Richard, County Clerk

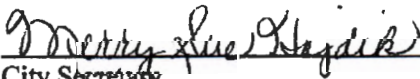


CITY OF ORCHARD

  
Mayor

  
Printed Name.

7-7-2015  
ATTEST:

  
City Secretary

MERRY SUE HAJDIK  
Printed Name

**CERTIFICATE OF CITY ATTORNEY**

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City. (Including but not limited to the City's Charter and Ordinances.)

7-14-2015  
Date

D. Olson  
City Attorney

DAVID OLSON  
Printed Name

**CERTIFICATE OF COUNTY ATTORNEY, FORT BEND COUNTY, TEXAS**

I have examined the foregoing Agreement, and as statutory civil counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under state and local law, and that this agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. To the extent that this certificate relates the state and local law applicable to the City (including but not limited to the City's Charter and Ordinances), this certificate is given in total reliance upon the foregoing Certificate of the City Attorney and the undersigned disclaims any responsibility or liability for the City Attorney and the errors or omissions, if any, in making such certificate.

June 29, 2015  
Date

Roy Cordes Jr  
ROY CORDES  
County Attorney

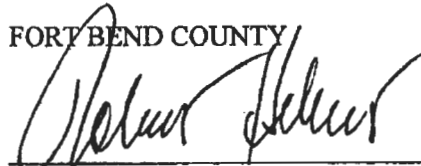
**ORDER**

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

On this the 28<sup>th</sup> day of July, 2015, Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Moruan, seconded by Commissioner Patterson, duly put and carried,

**IT IS ORDERED** that the County Judge Robert Hebert be, and he is hereby, authorized to execute, and Laura Richard, County Clerk, is hereby authorized to attest, for and on behalf of Fort Bend County, an Agreement between Fort Bend County, and the City of Orchard for the purpose of cooperating in the County's Community Block Grant Application, which Agreement is hereby referred to and made a part hereof for all purposes as though fully set out herein.

FORT BEND COUNTY



ROBERT HEBERT, County Judge

ATTEST:

  
\_\_\_\_\_  
Laura Richard, County Clerk



## MODIFICATION REGARDING POLICY PROHIBITING EXCESSIVE FORCE

The County and City by executing this Agreement certify that each has adopted and is enforcing to the extent authorized by state law:

- 1) a policy prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and
- 2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction

"In accordance with section 519 of Public Law 101-140, the 1990 HUD Appropriations Act, City of Orchard certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations."

IN WITNESS WHEREOF this instrument has been executed by the parties hereto as follows:

- a. It has been executed on behalf of Fort Bend County on the 28<sup>th</sup> day of July, 2015, by the County Judge of Fort Bend County and attested by the County Clerk of Fort Bend County pursuant to an order authorizing such execution;
- b. It has been executed on behalf of the City on the 24<sup>th</sup> day of July, 2015, by its Mayor and attested by its City Secretary, pursuant to action of the City Council of the City authorizing such execution.

ATTEST:

Laura Richard  
Laura Richard, County Clerk



FORT BEND COUNTY

Robert Hebert  
ROBERT HEBERT, County Judge

ATTEST:

Merry Sue Higdon  
City Secretary

CITY OF ORCHARD

Rodney Pavlock  
Mayor

Rodney Pavlock

Printed Name