

ARCOLA GRANT AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This Agreement is by and between the City of Arcola, a body corporate and politic under the laws of the State of Texas (the "City") and Fort Bend County, a body corporate and politic under the laws of the State of Texas (the "County").

WITNESSETH:

WHEREAS, the County will enter a Contract for Loan Guarantee Assistance (the "Contract") with the Secretary of Housing and Urban Development (the "Secretary"), as guarantor for the Guarantee made pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended and 24 CFR 570, Subpart M, of the promissory note executed contemporaneously therewith and numbered B-19-UC-48-0004 [City of Arcola Water Treatment Plant Project], in the maximum commitment amount of \$3,384,000, and any amended note or note issued in substitution for such note and have the same note number, attached hereto as Exhibit A (the "Note"); and

WHEREAS, the Contract is the first contract under the funding approval (the "Commitment") in the amount of \$3,384,000, and the funds paid or credited to the account of the County pursuant to the Note are referred to herein as the "Guaranteed Loan Funds"; and

WHEREAS, the County may grant the Guaranteed Loan Funds to the City to carry out the construction of a public facility activity eligible under 24 CFR 570.201(c), pursuant to 570.703(1) (the "Arcola Grant"), in connection with the City of Arcola Water Treatment Plant Project (the "Project"); and

WHEREAS, any transfer of Guaranteed Loan Funds by the County must be subject to an agreement that includes any provisions necessary or appropriate to ensure compliance with all requirements associated with the use of the Guaranteed Loan Funds contained in the Contract and 24 CFR Part 570, and to ensure that in the event that any requirements of the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") conflict with any other agreement governing the use of the funds, HUD's requirements on the use of the Guaranteed Loan Funds shall control; and

WHEREAS, the County and the City mutually agree to enter into this Agreement to ensure compliance with all requirements as described above; and

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

XIV.
SEVERABILITY

If any one or more of the covenants, agreements, provisions, or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

XV.
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XVI.
WAIVER

The County's failure to act with respect to a breach by the City does not waive its right to act with respect to the City or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVII.
ENTIRE AGREEMENT

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

XVIII.
EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

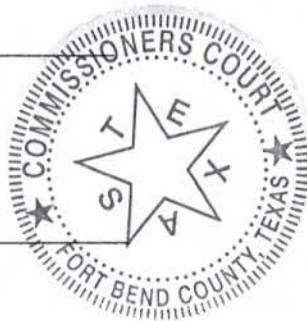


KP George, County Judge

ATTEST:



County Clerk



8.2.2022

Date

APPROVED AS TO FORM:


Assistant County Attorney

Date

APPROVED: COUNTY PROJECT MANAGER


Carol Borrego, Director
Fort Bend County Community Development Department

CITY OF ARCOLA:

By _____
Mayor

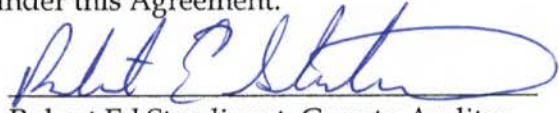
Date

ATTEST:

City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$3,384,000.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.


Robert Ed Sturdivant, County Auditor