

**INTERGOVERNMENTAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791**

LAMB COUNTY §

This AGREEMENT is made between SOUTH PLAINS ASSOCIATION OF GOVERNMENTS, hereinafter referred to as SPAG, acting through its Board, LAMB COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF SUDAN, TEXAS, hereinafter referred to as the PARTICIPANT, acting through its City Council, as authorized by Texas Government Code Chapter 791 which authorizes local governments to enter into contracts for governmental functions and services to increase efficiency and effectiveness.

SPAG is applying for FEMA grant funds, hereinafter referred to as the GRANT, administered by the Texas Department of Emergency Management (TDEM). The GRANT will be used to create a countywide Hazard Mitigation Action Plan, hereinafter referred to as the PLAN. The approved Hazard Mitigation Action Plan will be effective for five (5) years and will include the COUNTY and Participants. The term of this Agreement shall be from the date of the PARTICIPANT'S execution of this Agreement until the GRANT is administratively closed by TDEM. Any party may terminate this Agreement with thirty (30) days written notice to the other party, except such early termination shall not relieve the PARTICIPANT from the local matching funds commitment and payment terms addressed below.

Parties agree that SPAG shall:

1. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, COUNTY, PARTICIPANT, and TDEM.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDEM upon its request.
3. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
4. Ensure that the COUNTY and PARTICIPANTS shall not be responsible for any GRANT-related costs other than those outlined herein without the COUNTY or PARTICIPANT'S written approval.
5. Ensure a draft of the PLAN for review and comment by PARTICIPANT'S Local Planning Team members during the planning process and prior to SPAG's submittal of the PLAN to TDEM.

Parties agree that the COUNTY shall:

1. Serve as the primary PLAN participant.
2. Designate one or more Local Planning Team members to participate in the development of the PLAN and to update the COUNTY of progress.
3. Cooperate in a timely manner with SPAG requests to provide information needed to fulfill SPAG's obligations under the GRANT and to complete the PLAN.
4. Provide \$_____ in local matching funds and/or in-kind supporting documentation to SPAG within sixty (60) days of such request by SPAG, to be used toward grant activities.

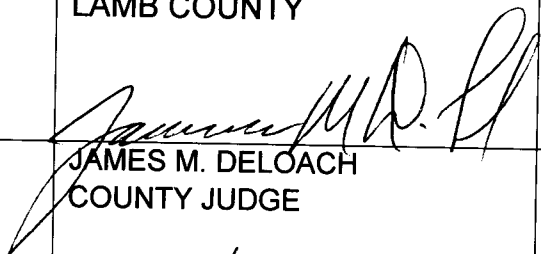

Parties agree that the PARTICIPANT shall:

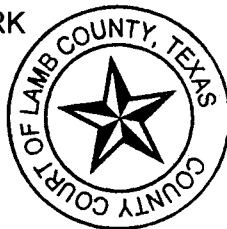
1. Be an additional participant in the PLAN.
2. Cooperate in a timely manner with SPAG/COUNTY requests to provide information needed to fulfill SPAG's obligations under the GRANT and to complete the PLAN.
3. Designate one or more Local Planning Team members to participate in the development of the PLAN and to update the PARTICIPANT of progress.

5. Provide \$ _____ in local matching funds and/or in-kind supporting documentation to SPAG within sixty (60) days of such request by SPAG, to be used toward grant activities.

This Agreement constitutes the entire Agreement between the parties with regard to the GRANT and may not be modified except as agreed by the parties in writing. The parties further agree that any GRANT funds provided by SPAG are without warranty of any kind to the COUNTY OR PARTICIPANT or any third party, and that to the extent allowed by law the COUNTY AND PARTICIPANT shall hold harmless SPAG, its officers, agents, and employees from any and all loss, damage, cost demands, or causes of action of any nature or kind for loss or damage to property, or for injury or death of any person, arising in any manner from the performance of GRANT activities. Nothing herein shall be construed to create any rights in third parties.

EXECUTED BY:

SPAG	LAMB COUNTY	CITY OF SUDAN
TIM PIERCE EXECUTIVE DIRECTOR	 JAMES M. DELOACH COUNTY JUDGE	SAM MILLER MAYOR, CITY OF SUDAN
DATE	DATE <u>1/23/17</u> 1-23-2017	DATE
ATTEST:	ATTEST: 	ATTEST:
KELLY DAVILA REGIONAL SERVICES DIR	TONYA RITCHIE COUNTY CLERK	MICHELE EDWARDS CITY SECRETARY



DRAFT

THE STATE OF TEXAS §

**INTERGOVERNMENTAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791**

LAMB COUNTY §

This AGREEMENT is made between SOUTH PLAINS ASSOCIATION OF GOVERNMENTS, hereinafter referred to as SPAG, acting through its Board, LAMB COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF SPRINGLAKE, TEXAS, hereinafter referred to as the PARTICIPANT, acting through its City Council, as authorized by Texas Government Code Chapter 791 which authorizes local governments to enter into contracts for governmental functions and services to increase efficiency and effectiveness.

SPAG is applying for FEMA grant funds, hereinafter referred to as the GRANT, administered by the Texas Department of Emergency Management (TDEM). The GRANT will be used to create a countywide Hazard Mitigation Action Plan, hereinafter referred to as the PLAN. The approved Hazard Mitigation Action Plan will be effective for five (5) years and will include the COUNTY and Participants. The term of this Agreement shall be from the date of the PARTICIPANT'S execution of this Agreement until the GRANT is administratively closed by TDEM. Any party may terminate this Agreement with thirty (30) days written notice to the other party, except such early termination shall not relieve the PARTICIPANT from the local matching funds commitment and payment terms addressed below.

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2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDEM upon its request.
3. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
4. Ensure that the COUNTY and PARTICIPANTS shall not be responsible for any GRANT-related costs other than those outlined herein without the COUNTY or PARTICIPANT'S written approval.
5. Ensure a draft of the PLAN for review and comment by PARTICIPANT'S Local Planning Team members during the planning process and prior to SPAG's submittal of the PLAN to TDEM.

Parties agree that the COUNTY shall:

1. Serve as the primary PLAN participant.
2. Designate one or more Local Planning Team members to participate in the development of the PLAN and to update the COUNTY of progress.
3. Cooperate in a timely manner with SPAG requests to provide information needed to fulfill SPAG's obligations under the GRANT and to complete the PLAN.
4. Provide \$ _____ in local matching funds and/or in-kind supporting documentation to SPAG within sixty (60) days of such request by SPAG, to be used toward grant activities.

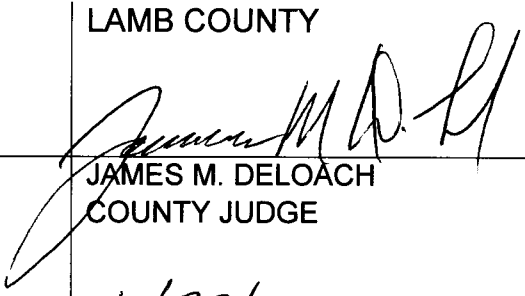

Parties agree that the PARTICIPANT shall:

1. Be an additional participant in the PLAN.
2. Cooperate in a timely manner with SPAG/COUNTY requests to provide information needed to fulfill SPAG's obligations under the GRANT and to complete the PLAN.
3. Designate one or more Local Planning Team members to participate in the development of the PLAN and to update the PARTICIPANT of progress.

5. Provide \$ _____ in local matching funds and/or in-kind supporting documentation to SPAG within sixty (60) days of such request by SPAG, to be used toward grant activities.

This Agreement constitutes the entire Agreement between the parties with regard to the GRANT and may not be modified except as agreed by the parties in writing. The parties further agree that any GRANT funds provided by SPAG are without warranty of any kind to the COUNTY OR PARTICIPANT or any third party, and that to the extent allowed by law the COUNTY AND PARTICIPANT shall hold harmless SPAG, its officers, agents, and employees from any and all loss, damage, cost demands, or causes of action of any nature or kind for loss or damage to property, or for injury or death of any person, arising in any manner from the performance of GRANT activities. Nothing herein shall be construed to create any rights in third parties.

EXECUTED BY:

SPAG	LAMB COUNTY	CITY OF SPRINGLAKE
TIM PIERCE EXECUTIVE DIRECTOR	 JAMES M. DELOACH COUNTY JUDGE	GAYLON CONNER MAYOR, CITY OF SPRINGLAKE
DATE	DATE 1-23-2017	DATE
ATTEST:	ATTEST: 	ATTEST:
KELLY DAVILA REGIONAL SERVICES DIR	TONYA RITCHIE COUNTY CLERK	MELINDA LEWIS CITY SECRETARY



DRAFT

INTERGOVERNMENTAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791

LAMB COUNTY §

This AGREEMENT is made between SOUTH PLAINS ASSOCIATION OF GOVERNMENTS, hereinafter referred to as SPAG, acting through its Board, LAMB COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF OLTON, TEXAS, hereinafter referred to as the PARTICIPANT, acting through its City Council, as authorized by Texas Government Code Chapter 791 which authorizes local governments to enter into contracts for governmental functions and services to increase efficiency and effectiveness.

SPAG is applying for FEMA grant funds, hereinafter referred to as the GRANT, administered by the Texas Department of Emergency Management (TDEM). The GRANT will be used to create a countywide Hazard Mitigation Action Plan, hereinafter referred to as the PLAN. The approved Hazard Mitigation Action Plan will be effective for five (5) years and will include the COUNTY and Participants. The term of this Agreement shall be from the date of the PARTICIPANT'S execution of this Agreement until the GRANT is administratively closed by TDEM. Any party may terminate this Agreement with thirty (30) days written notice to the other party, except such early termination shall not relieve the PARTICIPANT from the local matching funds commitment and payment terms addressed below.

Parties agree that SPAG shall:

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2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDEM upon its request.
3. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
4. Ensure that the COUNTY and PARTICIPANTS shall not be responsible for any GRANT-related costs other than those outlined herein without the COUNTY or PARTICIPANT'S written approval.
5. Ensure a draft of the PLAN for review and comment by PARTICIPANT'S Local Planning Team members during the planning process and prior to SPAG'S submittal of the PLAN to TDEM.

Parties agree that the COUNTY shall:

1. Serve as the primary PLAN participant.
2. Designate one or more Local Planning Team members to participate in the development of the PLAN and to update the COUNTY of progress.
3. Cooperate in a timely manner with SPAG requests to provide information needed to fulfill SPAG'S obligations under the GRANT and to complete the PLAN.
4. Provide \$_____ in local matching funds and/or in-kind supporting documentation to SPAG within sixty (60) days of such request by SPAG, to be used toward grant activities.

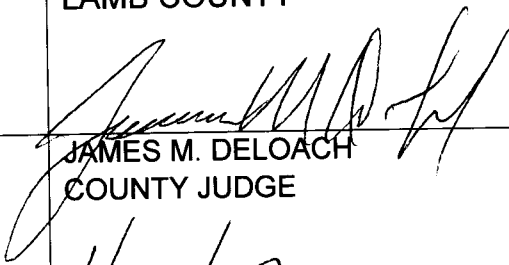

Parties agree that the PARTICIPANT shall:

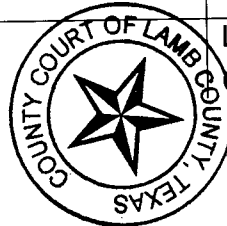
1. Be an additional participant in the PLAN.
2. Cooperate in a timely manner with SPAG/COUNTY requests to provide information needed to fulfill SPAG'S obligations under the GRANT and to complete the PLAN.
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5. Provide \$_____ in local matching funds and/or in-kind supporting documentation to SPAG within sixty (60) days of such request by SPAG, to be used toward grant activities.

This Agreement constitutes the entire Agreement between the parties with regard to the GRANT and may not be modified except as agreed by the parties in writing. The parties further agree that any GRANT funds provided by SPAG are without warranty of any kind to the COUNTY OR PARTICIPANT or any third party, and that to the extent allowed by law the COUNTY AND PARTICIPANT shall hold harmless SPAG, its officers, agents, and employees from any and all loss, damage, cost demands, or causes of action of any nature or kind for loss or damage to property, or for injury or death of any person, arising in any manner from the performance of GRANT activities. Nothing herein shall be construed to create any rights in third parties.

EXECUTED BY:

SPAG	LAMB COUNTY	CITY OF OLTON
TIM PIERCE EXECUTIVE DIRECTOR	 JAMES M. DELOACH COUNTY JUDGE	MARK MCFADDEN MAYOR, CITY OF OLTON
DATE	DATE 1-23-2017	DATE
ATTEST:	ATTEST: 	ATTEST:
KELLY DAVILA REGIONAL SERVICES DIR	TONYA RITCHIE COUNTY CLERK	LYNETTE DEBERRY CITY SECRETARY



DRAFT

**INTERGOVERNMENTAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791**

LAMB COUNTY §

This AGREEMENT is made between SOUTH PLAINS ASSOCIATION OF GOVERNMENTS, hereinafter referred to as SPAG, acting through its Board, LAMB COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF LITTLEFIELD, TEXAS, hereinafter referred to as the PARTICIPANT, acting through its City Council, as authorized by Texas Government Code Chapter 791 which authorizes local governments to enter into contracts for governmental functions and services to increase efficiency and effectiveness.

SPAG is applying for FEMA grant funds, hereinafter referred to as the GRANT, administered by the Texas Department of Emergency Management (TDEM). The GRANT will be used to create a countywide Hazard Mitigation Action Plan, hereinafter referred to as the PLAN. The approved Hazard Mitigation Action Plan will be effective for five (5) years and will include the COUNTY and Participants. The term of this Agreement shall be from the date of the PARTICIPANT'S execution of this Agreement until the GRANT is administratively closed by TDEM. Any party may terminate this Agreement with thirty (30) days written notice to the other party, except such early termination shall not relieve the PARTICIPANT from the local matching funds commitment and payment terms addressed below.

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5. Ensure a draft of the PLAN for review and comment by PARTICIPANT'S Local Planning Team members during the planning process and prior to SPAG's submittal of the PLAN to TDEM.

Parties agree that the COUNTY shall:

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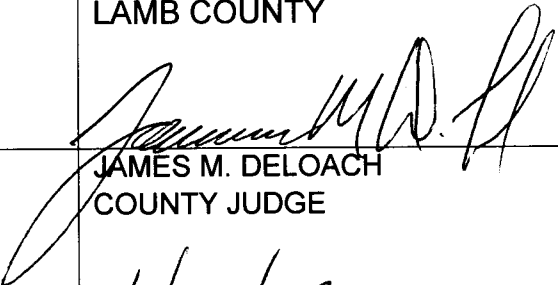

Parties agree that the PARTICIPANT shall:

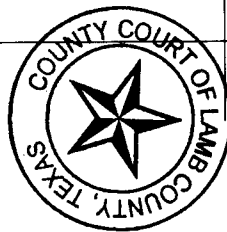
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EXECUTED BY:

SPAG	LAMB COUNTY	CITY OF LITTLEFIELD
TIM PIERCE EXECUTIVE DIRECTOR	 JAMES M. DELOACH COUNTY JUDGE	ERIC TURPEN MAYOR, CITY OF LITTLEFIELD
DATE	DATE <i>1/23/17</i> 1-23-2017	DATE
ATTEST:	ATTEST: 	ATTEST:
KELLY DAVILA REGIONAL SERVICES DIR	TONYA RITCHIE COUNTY CLERK	JANINE BUTLER CITY SECRETARY



DRAFT

**INTERGOVERNMENTAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791**

LAMB COUNTY §

This AGREEMENT is made between SOUTH PLAINS ASSOCIATION OF GOVERNMENTS, hereinafter referred to as SPAG, acting through its Board, LAMB COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF EARTH, TEXAS, hereinafter referred to as the PARTICIPANT, acting through its City Council, as authorized by Texas Government Code Chapter 791 which authorizes local governments to enter into contracts for governmental functions and services to increase efficiency and effectiveness.

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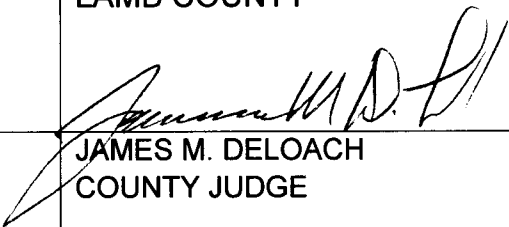

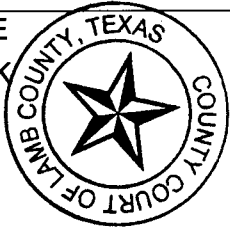
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EXECUTED BY:

SPAG	LAMB COUNTY	CITY OF EARTH
TIM PIERCE EXECUTIVE DIRECTOR	 JAMES M. DELOACH COUNTY JUDGE	JERRY CARPENTER MAYOR, CITY OF EARTH
DATE	DATE 1/23/17 1-23-2007	DATE
ATTEST:	ATTEST: 	ATTEST:
KELLY DAVILA REGIONAL SERVICES DIR	TONYA RITCHIE COUNTY CLERK 	LORRY KAY COLLOM CITY SECRETARY

DRAFT

**INTERGOVERNMENTAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791**

LAMB COUNTY §

This AGREEMENT is made between SOUTH PLAINS ASSOCIATION OF GOVERNMENTS, hereinafter referred to as SPAG, acting through its Board, LAMB COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF AMHERST, TEXAS, hereinafter referred to as the PARTICIPANT, acting through its City Council, as authorized by Texas Government Code Chapter 791 which authorizes local governments to enter into contracts for governmental functions and services to increase efficiency and effectiveness.

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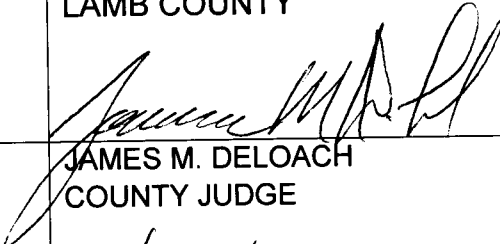

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EXECUTED BY:

SPAG	LAMB COUNTY	CITY OF AMHERST
TIM PIERCE EXECUTIVE DIRECTOR	 JAMES M. DELOACH COUNTY JUDGE	DWAYNE MONTGOMERY MAYOR, CITY OF AMHERST
DATE	DATE <i>1/23/17</i> 1-23-2017	DATE
ATTEST:	ATTEST: 	ATTEST:
KELLY DAVILA REGIONAL SERVICES DIR	TONYA RITCHIE COUNTY CLERK	ROSA ANGEL CITY SECRETARY



DRAFT