

THE STATE OF TEXAS §

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

**DRAFT**

LUBBOCK COUNTY §

This AGREEMENT is made between SOUTH PLAINS ASSOCIATION OF GOVERNMENTS, hereinafter referred to as SPAG, acting through its Board of Directors, and LAMB COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, 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) on behalf of the COUNTY. The GRANT will be used to create a countywide Hazard Mitigation Action Plan, hereinafter referred to as the PLAN. The approved PLAN will be effective for five (5) years and will include the COUNTY and any municipalities, districts, or other entities participating in the PLAN (PARTICIPANTS). The term of this Agreement shall be from the date of the COUNTY'S execution of this Agreement until the GRANT is administratively closed by TDEM.

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, PARTICIPANTS, 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 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 lead PLAN participant.
2. Designate one or more Local Planning Team members to participate in the development of the PLAN, to update the COUNTY of the PLAN's progress, assist in stakeholder outreach, coordinate and attend local planning team meetings, verify appraisal/NFIP data as needed.
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 documentation to SPAG of local in-kind or volunteer contributions to the development of the PLAN by COUNTY and PARTICIPANTS. Such documentation shall be furnished on a monthly basis beginning with the month following the award of the grant and ending with the month during which the COUNTY accepts the final PLAN. Documented contributions from the COUNTY and all PARTICIPANTS shall cumulatively total \$31,500 or more in value.
5. If documented contributions do not cumulatively total \$31,500 or more in value, the County shall be responsible for recompensing SPAG for the difference.

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 any third party, and that to the extent allowed by law the COUNTY 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:

SOUTH PLAINS ASSOCIATION OF GOVERNMENTS	LAMB COUNTY 
TIM PIERCE EXECUTIVE DIRECTOR	JAMES M. DELOACH COUNTY JUDGE
DATE  ATTEST:	DATE <u>6-5-2018</u> ATTEST: 
TIM SCHWARTZ DIRECTOR OF FINANCE	TONYA RITCHIE COUNTY CLERK

