

THE STATE OF TEXAS §

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

SABINE COUNTY §

This AGREEMENT is made between SABINE COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF HEMPHILL, 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.

The COUNTY 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 update 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. Either 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 any local matching funds commitment and payment terms addressed below.

Parties agree that the COUNTY shall:

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

Parties agree that the PARTICIPANT shall:

1. Be an additional participant in the PLAN.
2. Cooperate in a timely manner with COUNTY requests to provide information needed to fulfill the COUNTY'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.

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 the COUNTY are without warranty of any kind to the PARTICIPANT or any third party, and that to the extent allowed by law the PARTICIPANT shall hold harmless the COUNTY, 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:

SABINE COUNTY, TEXAS

CITY OF HEMPHILL

*Daryl Melton*  
DARYL MELTON  
COUNTY JUDGE

*Robert Hamilton*  
ROBERT HAMILTON  
MAYOR

8/18/2021  
DATE

8-18-2021  
DATE

ATTEST:

ATTEST:

*Jamie Clark*  
JAMIE CLARK  
COUNTY CLERK

*Thad Smith* 8-18-2021  
THAD SMITH  
CITY MANAGER

