

THE STATE OF TEXAS §

MEMORANDUM OF AGREEMENT

SABINE COUNTY §

This AGREEMENT is made between SABINE COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the SABINE COUNTY HOSPITAL SERVICE, hereinafter referred to as the AGENCY, acting through its Board of Directors.

The COUNTY agrees to provide grant funds budgeted from its Program Year 2022 Community Development Block Grant CARES Act, Texas Community Resiliency Program Fund contract for a service improvements project on behalf of the AGENCY benefitting Sabine County if such is awarded to the COUNTY by the Texas Department of Housing and Community Affairs (TDHCA), hereinafter referred to as the GRANT. The term of this Agreement shall be from January 13, 2022, until the GRANT is administratively closed by TDHCA. Either party may terminate this Agreement with thirty (30) days written notice to the other party, but such early termination shall not relieve the parties from the financial obligations addressed below.

Parties agree that the COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDHCA upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the AGENCY, and TDHCA.
4. Provide project estimates, quotes and any change orders to the AGENCY for its review and approval prior to approval by the COUNTY.
5. Not award a quote, contract or approve contract modifications, including change orders, to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget unless funds sufficient to cover the shortfall are committed in writing by the COUNTY, the AGENCY, or another party.
6. Attempt to modify the GRANT contract with TDHCA in order to bring costs within the GRANT budget if quotes, bids or estimates exceed the GRANT budget and funds sufficient to cover the shortfall are not available.
7. Automatically transfer full ownership of the GRANT-funded purchases to the AGENCY upon acceptance by the COUNTY.
8. Ensure the AGENCY continues to maintain and operate any proposed improvements/services for the duration of the grant required timeframe.
9. Provide any GRANT matching funds that it has separately committed by resolution of its Commissioners' Court.

Parties agree that the AGENCY shall:

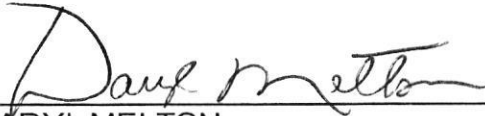
1. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
2. Offer to provide access to the improved services to all beneficiaries of this project/project site.
3. Permit unrestricted access by the COUNTY and its selected administrative contractors, and vendors to areas and sites under AGENCY control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.

4. Be solely responsible for the continued maintenance and operation of any proposed improvements/services upon acceptance by the COUNTY.
5. Pay for any cost overruns attributable to the award of a quote, contract or a contract modification, including change orders, to complete the activities described in the GRANT that it has approved in writing.
6. Cooperate with the COUNTY in any attempt to modify the GRANT contract with TDHCA in order to bring costs within the GRANT budget if cost estimates or bids exceed the GRANT budget and the AGENCY is unable to provide funds sufficient to cover the shortfall.
7. Pay any GRANT-related expenses incurred by the COUNTY that are unreimbursed by or repaid to TDHCA, in the event the GRANT project fails to provide the public improvements and benefits required under the GRANT contract.
8. Pay for any costs resulting from violation or early termination of this Agreement by the AGENCY.
9. Automatically receive full ownership of the GRANT-funded improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
10. Be responsible for the continued maintenance and operation of any proposed improvements/services for the duration of the grant required timeframe.
11. Provide any GRANT matching funds that it has separately committed in writing through its Board of Directors.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the AGENCY or any third party, and the AGENCY hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

SABINE COUNTY, TEXAS

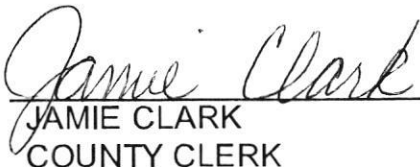
SABINE COUNTY HOSPITAL SERVICE



 DARYL MELTON
 COUNTY JUDGE

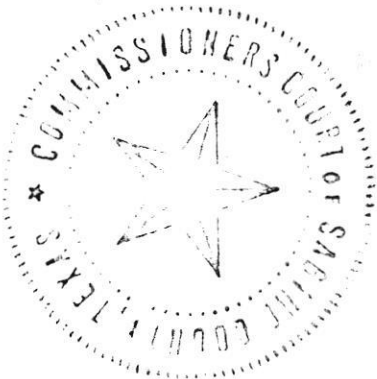
 NAME
 PRESIDENT OF THE BOARD

ATTEST:



 JAMIE CLARK
 COUNTY CLERK

 NAME
 BOARD SECRETARY



The State Of Texas §
County of Sabine §

I hereby certify that these documents were filed and duly
recorded in the Commissioner Court Minutes of Sabine
County, Texas.



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Jamie Clark - County Clerk

By: Bucky Childers
Deputy

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