

THE STATE OF TEXAS §  
INTERGOVERNMENTAL AGREEMENT  
COUNTY OF SABINE §

This AGREEMENT is made pursuant to the Interlocal Cooperation Act at Chapter 791 of the Texas Government Code, between SABINE COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the CITY OF PINELAND, hereinafter referred to as the CITY, acting through its City Council.

The CITY and COUNTY agree to use grant funds budgeted from their multi-jurisdictional Program Year 2022 Community Development Block Grant-Mitigation Method of Distribution (CDBG-MIT MOD) Application administered through the Texas General Land Office for the City of Pineland contract to construct a street improvements project that benefits residents within the CITY and the unincorporated COUNTY, if such is awarded by the Texas General Land Office (GLO), hereinafter referred to as the GRANT. The term of this Agreement shall be from October 18, 2022, until the GRANT is administratively closed by GLO. 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 any recordkeeping or financial obligations addressed below.

Parties agree that the CITY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Serve as authorized applicant and lead administrative entities to act in a representative capacity for the GRANT to ensure activities are carried out in accordance with statutory requirements.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the COUNTY, and GLO.
4. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to GLO upon its request.
5. Provide project plans and specifications to the COUNTY for its review prior to issuing bid documents for any proposed work that will affect COUNTY property, COUNTY roadways, or other COUNTY-maintained facilities.
6. Maintain at its discretion the option to approve construction contracts or 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 and for which it has arranged payment from another source.
7. Ensure the COUNTY shall not be responsible for any GRANT-related costs without the COUNTY's prior written approval.
8. Provide access to the improved service to all beneficiaries of this project.
9. Perform construction improvements only within the City limits.

Parties agree that the COUNTY shall:

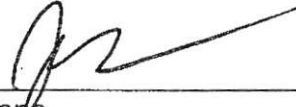
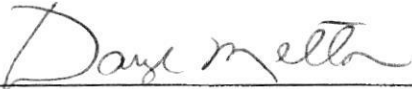
1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Provide timely review and comment on project plans and specifications provided by the CITY for any proposed work that will affect COUNTY property, COUNTY roadways, or other COUNTY-maintained facilities.

The parties further agree that any GRANT funds provided are without warranty of any kind to any third party, and the CITY 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 participation in this Agreement. Nothing herein shall be construed to create any rights in third parties.

SABINE COUNTY, TEXAS

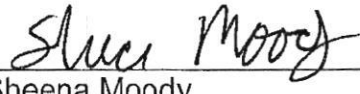
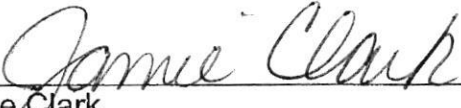
CITY OF PINELAND, TEXAS



Daryl Melton  
COUNTY JUDGE

Joseph Lane  
MAYOR

ATTEST:



Jamie Clark  
COUNTY CLERK

Sheena Moody  
CITY SECRETARY

