

**INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT
FOR APPLICATION AND ADMINISTRATION SERVICES
LOCAL HAZARD MITIGATION PLANS PROGRAM**

THE STATE OF TEXAS

COUNTY OF MONTAGUE

AGREEMENT FOR SERVICES

PART I

WHEREAS, THIS AGREEMENT, if contract is awarded is made and entered into this 10th day of March, by and between the COUNTY OF Montague hereinafter called the "County", acting by its duly authorized County Judge, after obtaining a resolution of its governing body authorizing this agreement, and Nortex Regional Planning Commission, hereinafter called "Nortex RPC or the Contractor", a political subdivision of the State of Texas organized under Local Government Code, Subtitle C, Chapter 391, Regional Planning Commissions, Vernon's Texas Codes Annotated, acting by its duly authorized Executive Director; and,

WHEREAS, both parties to this agreement are local governments as defined by Article 4413(32c), Vernon's Annotated Civil Statutes, and this agreement is entered into pursuant to the provisions of said article which is commonly referred to as The Interlocal Cooperation's Act; and,

WITNESSETH THAT:

WHEREAS, the County of Montague desires to *implement* the following: Local Hazard Mitigation Plan Program (LHMPP) under the general direction of the Texas General Land Office (GLO); and Whereas the County desires to engage Nortex RPC to render certain [professional grant writing/grant administration] services in connection with this LHMPP, Contract Number TBD.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on (GLO after contract award). In any event, all the services required and performed hereunder shall be completed no later than 12/31/2027 unless there is an approved GLO extension.

3. Local Program Liaison - For purposes of this Contract, the Director of Emergency Planning or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the LHMPP award, in order to make audits, examinations, excerpts, and transcripts, and to close-out the County's LHMPP contract with GLO.

5. Retention of Records - The Contractor shall retain all required records for three years after all pending matters are closed.

6. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the LHMPP contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

7. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Montague County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

8. Extent of Agreement

This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: 

(County Official)

Kevin Benton

(Printed Name)

Montague County Judge

(Title)

BY: _____
(Contractor's Authorized Representative)

Dennis Wilde

(Printed Name)

Executive Director

(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

A. Grant Writing Services

1. Application preparation and related services.

B. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the County personnel on implementation of project and regulatory matters.
4. Furnish County with necessary forms and procedures required for implementation of project.
5. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the City and GLO.
6. Prepare and submit to GLO documentation necessary for amending the LHMPP contract.
7. Conduct re-assessment of environmental clearance for any program amendments.
8. Prepare and submit quarterly reports (progress and minority hiring).
9. Prepare Financial Information Report for the County.
10. Establish procedures to document expenditures associated with local administration of the project.
11. Serve as liaison for the County during any monitoring visit by staff representatives from either GLO or the U.S. Department of Housing and Urban Development (HUD).

C. Financial Management

1. The contractor will manage the grant funds to the state's audit division.
2. Contractor will establish and maintain a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Contractor will be submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to GLO.
4. Prepare all fund drawdowns in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. The contractor will provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Contractor will establish procedures to handle the use of any LHMPP program income.

D. Environmental Review

1. Prepare environmental assessment. (This does not include any required archeological surveys.)
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to GLO.

E. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with LHMPP audit guidelines.

PART III
TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County. County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or LHMPP program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the LHMPP award between GLO and the County shall have any personal financial interest, direct or

indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the LHMP award between GLO and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the LHMP award between GLO and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the LHMP award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

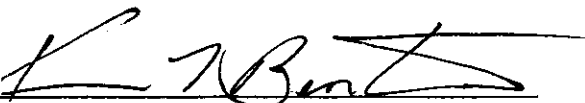
RESOLUTION NUMBER 25-042

WHEREAS, the County of Montague, Texas contingent on receiving a Local Hazard Mitigation Plans Program (LHMPP) through the Texas General Land Office, and

NOW, THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSIONS COURT OF THE COUNTY OF MONTAGUE, TEXAS IN REGULAR SESSION THIS THE 10th DAY OF March, 2025 contingent on award:

1. That the County of Montague accepts the LHMPP grant Contract No. TBA from the Texas General Land Office and directs and authorizes the County Judge to execute a contract with GLO to this end.
2. That the County of Montague accepts the offer of Nortex Regional Planning Commission to provide Grant Application/General Administrative Services as is required by this LHMPP grant to the County of Montague.

PASSED AND APPROVED on this 10th DAY OF March, 2025.



KEVIN BENTON, COUNTY JUDGE
COUNTY OF MONTAGUE, TEXAS

ATTEST:



COUNTY OF MONTAGUE, TEXAS



GRANT MANAGEMENT PLAN

Federal Grant Programs – CDBG-MIT Funding

Nortex Regional Planning Commission

Nortex Regional Planning Commission has assessed administrative, design, permitting, construction and other elements required to deliver a successful eligible project within the requested contract period. We have identified the stakeholders who will administer and execute a contract(s) award of CDBG-MIT funds. The position of each stakeholder has been identified with job duties as they apply to the administration of the grant funds. Through the implementation of this Grant Management Plan the administration team will ensure sufficient capacity to administer these federal grant funds.

Project's Goals and Objectives

- 1) Implementation of a CDBG-MIT project that is a combination of eligible activities working together to reduce the risk of identified natural hazards for a defined geographic area and population.
 - a. Proposed activities will support the overall mitigation project(s).
 - b. Proposed activities will meet only one CDBG-MIT national objective.
 - c. Proposed project(s) will mitigate against one of the following identified risks: hurricanes, tropical storms/depressions, severe coastal/riverine flooding, storms and tornadoes.
 - d. Proposed activities will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

- 2) Implementation of the timeline as set forth in the application and to be incorporated into the CDBG-MIT contract.
 - a. Establish and maintain actions to meet the developed timeline.
 - b. See attached timeline for milestones/benchmarks for project(s)
 - c. The designated representative as the grant coordinator will assure the third-party engineering firm and grant administration firm are managing the timeline for implementation and meeting all contractual obligations.
 - d. The contracted engineering firm will adhere to the proposed timeline through timely design, bid and award of construction.
 - e. The contracted administration/environmental firm will adhere to the proposed timeline through timely completion of all CDBG milestones including, but not limited to completion of startup documentation and environmental clearance for project(s).

- 3) Project Implementation will include the overall tracking, draw coordination, procurement coordination including the following:
 - a. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
 - b. Maintenance of filing system.
 - c. Use agency required forms and procedures required for implementation of project.

- d. Prepare and submit closeout documentation and assist with monitoring visit(s) by agency representatives from either the General Land Office or the U.S. Department of Housing and Urban Development (HUD)
- 4) Project Implementation will include the financial management of the project(s) including the following:
- a. Management of the grant funds to the state's audit division requirements.
 - b. Establish and maintain a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers in which to track the grant funds.
 - c. Submission of the required Direct Deposit Authorization Form and Depository/Authorized Signatory form to the agency.
 - d. Prepare all fund drawdowns in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
 - e. Review invoices received for payment and file back-up documentation.
 - f. The Grant Administrator will prepare and maintain grant tracking documents, prepare and coordinate draws, coordinate procurement and prepare and submit progress reporting
 - g. The Grant Administrator will develop and have in place a shared tracking/file storage of all documents throughout the life of the grant with the County.
 - h. The Grant Administrator will manage all financial services necessary for the grant and contract administration to include overall tracking, draw processing, procurement eligibility, and contract maintenance (amendments/revisions/etc.)
- 5) Project completion will include monitoring from the agency, an audit(s) and as necessary a single audit(s) and close-out documentation to include:
- a. Preparation and submission of the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
 - b. Resolution of any outstanding monitoring and/or audit findings.
 - c. Resolution of any third-party claims, if any.
 - d. Assure completion of audits and single audits as required by federal law.

Project Stakeholders and Responsible Parties with duties identified:

Through an interlocal agreement between Nortex Regional Planning Commission signed by the Montague County Commissioners Court, Nortex Regional Planning Commission will be authorized to sign all financial management, procurement and contractual documents as it pertains to the Local Hazard Mitigation Plans Program grant on behalf of Montague County.

Key Stakeholders List:

Nortex Regional Planning Commission Key Stakeholders						
Name	Title	Position	Years of Experience	Hours Committed to Project	Phone Number	Email address
Tina Johnson	Emergency Planning Director	Nortex RPC			940-322-5281 ex. 118	tjohnson@nortexrpc.org
Dennis Wilde	Executive Director	Nortex RPC			940-322-5281 ex. 102	dwilde@nortexrpc.org
Shana Ferguson	Finance Director	Nortex RPC			940-322-5281 ex. 111	sferguson@nortexrpc.org
Kevin Benton	Montague County Judge	Montague County Judge			940-894-2401	co.judge@co.montague.tx.us

(Key Stakeholders = Those participating in the administrative portion of the grant.)

Personnel changes and duty transfers will occur from the Project Manager, Tina Johnson, for the project as needed. Regularly scheduled project development and implementation meetings will be held to maintain adherence with timelines and to assure seamless transfer of duties, as necessary.