

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Ark-Tex Council of Governments, hereinafter referred to as "**ATCOG**", and Hopkins County, Texas, a local government, hereinafter referred to as "**County**".

WHEREAS **ATCOG** is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government code; and

WHEREAS, pursuant to the Act, **ATCOG** is authorized to contract with eligible entities to perform governmental functions and services;

WHEREAS, **County** has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement, and that it desires to contract with **ATCOG** on the terms set forth below.

WHEREAS, as per 2 CFR Part 200 Subpart D 200.318(e), **ATCOG** wishes to foster greater economy and efficiency, in accordance with efforts to promote cost-effective use of shared services across eligible entities, by entering into an Intergovernmental agreement for services. Competition requirements will be met with documented procurement actions for Administration Services after awarded Grant.

WHEREAS **County** requested the professional services of **ATCOG** in connection with the planning and groundwork of grant(s) related to the **Texas Department of Agriculture (TDA)** for grant assistance and/or grant administration for a period beginning September 23, 2024, and ending September 23, 2026.

NOW, THEREFORE, **ATCOG** and **County** do hereby agree as follows:

### ARTICLE 1: LEGAL AUTHORITY

**County** represents and warrants to **ATCOG** that (1) it is eligible to contract with **ATCOG** under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), and (2) it possesses adequate legal authority to enter into this Agreement.

### ARTICLE 2: APPLICABLE LAWS

**ATCOG** and **County** agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

### ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

This Agreement shall commence September 23, 2024, unless otherwise provided by the terms of this Agreement.

#### **ARTICLE 5: SCOPE OF SERVICES**

For the purposes and consideration herein stated and contemplated, **ATCOG** shall provide professional services with respect to basic data gathering, project scoping recommendations, preparation or completion of forms and documents required by **TDA**, subsequent revisions or modifications necessary to fulfill County requirements or to support continued eligibility, preparing County correspondence, acting as County liaison, and any other work tasks and efforts determined necessary and directed or expended by **ATCOG** to promote an application's approval.

Contingent upon approval of a TDA grant application, and subsequent awarding contract to **County**, **ATCOG** shall provide necessary and appropriate grant management and administrative services during the implementation of activities undertaken by **County** with the **TDA** grant funds awarded to **County** without regard to race, sex, religion, color, age, disability or national origin. All activities shall be performed in accordance with the terms of the Contract between TDA and County.

County will reimburse **ATCOG** 16% (or amount approved in the grant application) for the general administration of the grant based on completion of grant management milestones.

#### **ARTICLE 6: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

#### **ARTICLE 7: TERMINATION PROCEDURES**

**ATCOG** or **County** may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. Upon cancellation, the obligation of **County** to pay **ATCOG** for its costs incurred under this Agreement prior to such notice shall survive such cancellation.

#### **ARTICLE 8: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 9: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable

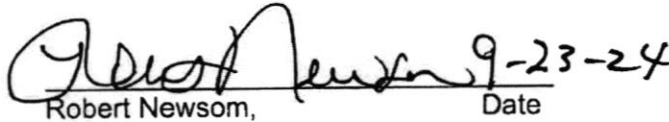
to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with **ATCOG**.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES  
HERETO AS FOLLOWS:**

Hopkins County, Texas  
County

PO Box 288  
Mailing Address


Sulphur Springs, Texas 75483  
Mailing Address


  
Robert Newsom, Date

Ark-Tex Council of Governments  
ATCOG

4808 Elizabeth Street  
Mailing Address

Texarkana, Texas 75503  
Mailing Address

  
Mary Beth Rudel, Date

  
Toni Lindsey, Date  
Regional Development Director










# Hopkins County - Interlocal Agreement with ATCOG

Final Audit Report

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