

**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF TYLER
AND
TYLER COUNTY SPECIAL UTILITY DISTRICT**

STATE OF TEXAS §

COUNTY OF TYLER §

This Agreement between the COUNTY OF TYLER, TEXAS, whose address is, 100 West Bluff Street, Woodville, Texas 75979 hereinafter referred to as “County” and the TYLER COUNTY SPECIAL UTILITY DISTRICT whose address is 12139 FM 92 Rd S., Spurger, Texas 77660 hereinafter referred to as “TCSUD”, is as follows:

WHEREAS, the County will apply for FY 2019-2020 Texas Community Development Block Grant funds from the Texas Department of Agriculture in the amount of \$275,000.00 on behalf of the TCSUD; and,

WHEREAS, the TCSUD has agreed by Resolution to provide all local matching funds (a minimum of \$0.00) if the County is awarded the TxCDBG contract, a copy of the resolution of which is marked Exhibit “A”, and attached hereto and incorporated herein for all purposes; and,

WHEREAS, the TxCDBG contract will provide water system improvements; and,

WHEREAS, the County and TCSUD are desirous of working toward implementation of water system improvements in the target area in an orderly and responsible fashion; and,

WHEREAS, the County and TCSUD are desirous of reducing to writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the TCSUD as well as the County as a result of the application by the County and the receipt of a contract award under the Texas Community Development Block Grant Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/or approved by the TCSUD which is determined by the Texas Department of Agriculture to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the TCSUD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and TCSUD all plans and specifications.

3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the TCSUD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The TCSUD will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit TCSUD such reports as are required under Section 8 of the TxCDBG Contract. The TCSUD shall timely provide the County with all information and documents in the possession of the TCSUD necessary for such required reports of the County. Should the TCSUD fail to timely furnish any such information or documents in the possession of the TCSUD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the TCSUD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Contract then the TCSUD shall be required to repay such expenses to the County and otherwise indemnify the County for any loss or damages sustained as a result thereof.
7. The TCSUD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Texas Department of Agriculture, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the TCSUD under this Contract.
8. In the event of the termination of the TxCDBG CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the TCSUD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the TCSUD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County sought and obtained the TxCDBG Grant at the request of the TCSUD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the TCSUD. All said additional expenses not covered by the allocated grant funds shall be paid for by the TCSUD.

11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the TCSUD shall be conveyed in fee simple to the TCSUD by the County upon completion of the grant contract. In consideration therefore, the TCSUD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.
12. This is a good faith effort between the County and the TCSUD to accommodate and assist the citizens of the TCSUD area by providing improved water service to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG CONTRACT if awarded by the Texas Department of Agriculture, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF TYLER §

WITNESS OUR HANDS effective this _____ day of _____, 2019.

Jacques Blanchette, County Judge
County of Tyler, Texas

ATTEST:

Donece Gregory, County Clerk
County of Tyler, Texas

TYLER COUNTY SPECIAL UTILITY DISTRICT

WITNESS OUR HANDS effective this _____ day of _____, 2019.

Jim Boone, President
Tyler Special Utility District

ATTEST:

Paul James, Secretary
Tyler Special Utility District



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Monday, February 11, 2019

Martin Nash
Commissioner, Pct. 1

Stevan Sturrock
Commissioner, Pct. 2

Jacques L. Blanchette
County Judge

Mike Marshall
Commissioner, Pct. 3

Buck Hudson
Commissioner, Pct. 4

STATE OF TEXAS

§

COUNTY OF TYLER

§

§

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF THE COUNTY OF TYLER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2019 -2020 FUNDING CYCLE.

WHEREAS, the County Commissioners Court of the County of Tyler, Texas desires to develop a viable community, including decent housing and suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income, and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the County of Tyler, Texas to apply for funding under the Texas Community Development Block Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF TYLER, TEXAS:

1. **THAT** a Texas Community Development Block Grant application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
2. **THAT** the County's application be placed in competition for funding under the Community Development Fund.
3. **THAT** the application be for \$275,000.00 of grant funds to provide for water system improvements with Tyler County Special Utility District, with \$0.00 matching funds.
4. **THAT** the County Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.
5. **THAT** all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition and civil rights requirements.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Jacques Blanchette, County Judge
County of Tyler, Texas

ATTEST:

Donece Gregory, County Clerk
County of Tyler, Texas