

MEMORANDUM OF UNDERSTANDING BETWEEN TYLER COUNTY AND COLMESNEIL INDEPENDENT SCHOOL DISTRICT

This **Memorandum of Understanding** ("MOU") is entered into by and between the **COLMESNEIL INDEPENDENT SCHOOL DISTRICT**, located in Tyler County, Texas (the "CISD"), and **TYLER COUNTY, TEXAS**, ("County").

WHEREAS, CISD would like to make improvements to a drainage area and to stabilize the soil located at the _____ on the CISD campus which serves the ISD and surrounding community; and

WHEREAS, CISD would like to take advantage of the Federal Emergency Management Agency's ("FEMA") Hazard Mitigation Grant Program ("HMGP"), which provides funding for up to ninety percent (90%) of the eligible costs of for drainage improvements and/or soil stabilization; and

WHEREAS, CISD participation in the HMGP requires coordination between the CISD and County; and

WHEREAS, the County will apply for the FEMA HMGP funds on behalf of the CISD; and,

WHEREAS, the County will receive from the Federal Emergency Management Agency (FEMA) through Texas Department of Emergency Management (TDEM) an official State Award Letter for ninety percent (90%) of the eligible costs for drainage improvements and/or soil stabilization; (Project); and

WHEREAS, there is a need to formulate the responsibilities of the County and the CISD for the management of the Project;

BE IT THEREFORE AGREED AS FOLLOWS:

Colmesneil ISD Provisions:

1. CISD will be responsible for all procurement associated with the project; engineering services for project development/design/ and management, grant administration services for application development and grant management and project construction.
2. CISD will be responsible for costs of the Project that are not covered by the grant funds, which consists of ten percent (10%) or more of the total cost and any ineligible costs to complete construction.
3. CISD will submit invoices and canceled checks to a consultant hired to manage the grant (Consultant). The Consultant will compose the reimbursement package, which includes the invoices and cancelled checks. The Consultant will then have the CISD sign the completed reimbursement package. The Consultant will then forward the package to the Texas Division of Emergency Management (TDEM), which will then be forwarded to FEMA for reimbursement of ninety percent (90%) of Project invoices submitted. CISD and the

County will receive copies of all correspondence, checks and invoices as submitted to TDEM.

County Provisions:

1. The County agrees to apply for the FEMA HMGP funds on behalf of CISD.
2. The County hereby authorizes CISD to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project.
3. Upon receipt of the 90% reimbursement of funds, the County will, within 30 days of receipt, issue full TDEM reimbursement payment to CISD.

General Provisions:

CISD acknowledges that the County is not financially responsible for the Project, nor will the County be liable for any future claims or damages that may result from the Project, including but not limited to any FEMA denial of funding. CISD expressly agrees to fully reimburse the County for any out-of-pocket expenses and accepts the limitations that come with having to use the County as a mechanism to apply for the Project without subjecting the County to any liabilities including any and all associated costs of equipment, goods or services associated with the Project. The County is named on the Project only for the purposes of eligibility to apply to the grant.

It is understood that CISD remains responsible for the HMGP Project throughout the grant period, through the full audit period, and for the life of the project per FEMA requirements.

It is understood that this MOU may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, the parties will each only be liable for the respective pro rata share of services rendered, goods actually received or any other liability incurred under this arrangement (e.g., reimbursement owed).

This Memorandum of Understanding is the complete agreement between Tyler County and Colmesneil Independent School District and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, Tyler County and Colmesneil Independent School District hereto have caused this MOU to be duly executed on the day and year indicated below:

BY: Tyler County: _____ day of May 2022

Jacques L. Blanchette, Tyler County Judge

BY: Colmesneil Independent School District: _____ day of May 2022

Eldon Franco, Colmesneil ISD Superintendent of Schools