

## 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 Mt. Vernon, Texas, a local government, hereinafter referred to as City.

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, City 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, City requested the professional services of ATCOG in connection with the planning and groundwork of grant(s) related to the Texas Department of Agriculture (TDA) and/or the Department of Commerce (EDA) for grant assistance and/or grant administration for a period beginning June 1, 2022 and ending December 31, 2022.

NOW, THEREFORE, ATCOG and City do hereby agree as follows:

### ARTICLE 1: LEGAL AUTHORITY

City 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 City 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 any and all oral and written agreements between the parties relating to matters herein.

### ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall commence in June 1, 2022, unless otherwise provided by the terms of this Agreement.

## ARTICLE 5: SCOPE OF SERVICES

For the purposes and consideration herein stated and contemplated, A TCOG shall provide professional services with respect to basic data gathering, project scoping recommendations, preparation or completion of forms and documents required by TDA and/or EDA, subsequent revisions or modifications necessary to fulfill City requirements or to support continued eligibility, preparing City correspondence, acting as City 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/EDA grant application, and subsequent awarding contract to City, ATCOG shall provide necessary and appropriate grant management and administrative services during the implementation of activities undertaken by City with the TDA and/or EDA grant funds awarded to City 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/or EDA and City.

City will pay 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 City may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of City, including its obligation to ATCOG costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by City.

## 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:

\_\_\_\_\_  
City of Mt. Vernon Texas  
City

\_\_\_\_\_  
P.O. Box 597  
Mailing Address

\_\_\_\_\_  
Mt. Vernon, Texas 75457  
Mailing Address

\_\_\_\_\_  
Brad Hyman, Mayor                      Date

\_\_\_\_\_  
Tina Rose, City Administrator                      Date

\_\_\_\_\_  
Ark-Tex Council of Governments  
ATCOG

\_\_\_\_\_  
4808 Elizabeth Street  
Mailing Address

\_\_\_\_\_  
Texarkana, Texas 75503  
Mailing Address

\_\_\_\_\_  
Chris Brown, Executive Director                      Date

\_\_\_\_\_  
Toni Lindsey, Regional Development Director                      Date

*City shall reimburse ATCOG for management/administrative services provided for completion of the following project milestones after the award of a contract per the following percentages:*

<b>Milestone / Task</b>	<b>% of Contract Fee</b>
• Establishment of Recordkeeping System	5%
• Completion & Approval of Environmental	10%
• Completion of Special Conditions	10%
• Completion of the Bid/Contract Award Process	10%
• Completion of the Acquisitions Activities	10%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	10%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	100%