

**INTERLOCAL COOPERATION CONTRACT
BETWEEN COUNTY AND WEBB COUNTY**

2022 TxCDBG Colonia Fund: Planning & Needs Assessment

SECTION 1. CONTRACTING PARTIES and AUTHORITY

Zapata County and Webb County agree to enter into this Interlocal Cooperation Contract (Contract) as authorized by Texas Government Code, Chapter 791(the Interlocal Cooperation Act) and Texas Local Government Code, Chapter 262.

Zapata County certifies that it has authority from its governing body to contract for the governmental functions and services agreed upon in this Contract by the authority granted in Texas Government Code, Chapter 791, and Texas Local Government Code, Chapter 262.

Webb County certifies that is has authority from its governing body to contract for the governmental functions and services agreed upon in this Contract by the authority granted in Texas Government Code, Chapter 791 and Texas Local Government Code, Chapter 262.

SECTION 2. PURPOSE OF THE AGREEMENT

Zapata County, and Webb County each desire to develop viable communities, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low to moderate income.

The Texas Department of Agriculture (TDA) has made available the Colonia Fund: Planning & Needs Assessment (CFP) Program, to provide U.S. Department of Housing and Urban Development (HUD) funds through the Texas Community Development Block Grant (TxCDBG) program to identify the specific needs of colonia communities in Texas. A colonia is any identifiable unincorporated community that is within 150 miles of the border between the United States and Mexico; is determined to be a colonia on the basis of objective criteria, including lack of potable water supply, lack of adequate sewage systems, and lack of decent, safe, and sanitary housing; and was in existence as a colonia before the date of the enactment of the Cranston-Gonzalez National Affordable Housing Act (November 28, 1990).

Under the terms of CFP grant, Webb County is entitled to receive planning and needs assessment services for colonia communities located within its geographic boundaries. Services will be provided by a third-party service provider with which County will contract for services.

Zapata County submitted an application for the CFP Program and Webb County agrees to partner in that application.

SECTION 3. ANCHOR COUNTY DUTIES AND RESPONSIBILITIES

Zapata County applied for CFP funding, requesting funds on behalf of the residents of its county, as well as the residents of a multi-county planning and needs assessment area (Region) as beneficiaries. County's Region was created and assigned by TDA, with notice to all affected counties, and consists of the following counties:

Zapata County will contract with a third-party service provider to conduct certain planning and needs assessment activities, which will assess and determine the colonias-related needs of each county in County's Region. County agrees to act as agent and fiduciary for Webb County and will ensure that planning and needs assessment services are provided for each colonia community located within Webb County in a fair and equitable manner consistent with services provided for all other partner counties in the Region.

Zapata County agrees to provide Webb County and TDA a copy of its contract with the third-party service provider conducting the planning and needs assessment activity.

In the performance of its duties under this Contract, as well as its duties arising under any related third-party contracts or agreements, County is responsible for federal, state, and CDBG program requirements, including contracting and contract management requirements, reporting requirements, and financial management requirements. County will require its third-party service provider to provide as a deliverable sufficient information regarding the results of the planning and needs assessment activity for Webb County to allow County to determine that the activity is complete and payment is due to the service provider.

Zapata County agrees to provide Webb County and TDA a copy of the results of the planning and needs assessment activity for review and approval.

SECTION 4. PARTNER COUNTY DUTIES AND RESPONSIBILITIES

Webb County has determined that the activities of the CFP Program will significantly benefit residents of Webb County, and that it is appropriate and in the best interests of Webb County to partner with County in its CFP Program application for funding under the Tx-CDBG program.

Webb County hereby authorizes County to act as the lead grant recipient, and thereby be responsible for compliance with applicable State and Federal requirements of the Tx-CDBG grant agreement and in maintaining a program budget.

Webb County agrees to make available to the third-party service provider its county records and similar resources as necessary to conduct the planning and needs assessment activities.

Webb County will provide County and TDA notice of its approval or disapproval of the results of the planning and needs assessment activity within thirty (30) business days of receipt of the results. Failure of Webb County to provide any notice of approval or disapproval within thirty (30) business days shall constitute approval.

Webb County acknowledges and understands that this Contract does not secure or in any other manner guarantee an award of TxCDBG program funding to Coke County based on the final needs assessment issued by Presidio County's third-party service provider or under any other circumstances.

SECTION 5. TERM

The term of this Contract commences on the date the last party executes the Contract and ends on August 31, 2023. The parties may exercise up to two (2) one-year options to renew to accomplish the purposes of the Contract provided the renewal is mutually agreed upon and authorized by each party's governing body.

SECTION 6. CONSIDERATION; NO COMPENSATION

The parties agree their mutual promises to each other pursuant to this Contract serves as the sole consideration for the Contract with each party owing no compensation to the other party for performance under this Contract.

SECTION 7. COOPERATION and INFORMATION

The parties agree to cooperate and act in good faith to perform their duties under this Contract in a timely manner and avoid unnecessary delays. The parties understand, agree, and consent to share and make available such information and records necessary for the third-party service provider to perform its planning and needs assessment duties under its agreement with County. The parties further understand and agree that certain information shared between them and provided to the third-party service provider may be subject to disclosure pursuant to the Texas Public Information Act (Act), Tex. Gov't Code Chapter 552, and each party shall notify the other party upon receipt of a request under the Act.

SECTION 6. DISPUTE RESOLUTION

The parties agree that any dispute arising under this Contract will be governed by Texas Government Code, Chapter 2009.

SECTION 7. NOTICE

Any notice relating to this Contract, which is required or permitted to be given under this Contract by one party to the other party, shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies. A copy of any notice provided under this Contract shall also be provided to TDA.

For County:

For Webb County:

(Name of Contact)

(Name of Contact)

(Address, City, State, Zip)

(Address, City, State, Zip)

For TDA:

Suzanne Barnard, Director for CDBG Programs

PO Box 12847

Austin, TX 78711

SECTION 8. CONTRACT AMENDMENT

Any modifications, additions, or deletions, to the terms and conditions of this Contract, shall be processed through a written amendment and executed by both parties. Notice of any amendment shall also be provided to TDA.

SECTION 9. ENTIRE CONTRACT

This Contract contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Contract shall be of no force or effect unless contained in a subsequent amendment executed by both parties.

Joseph Rathmell, County Judge,
Zapata County, Texas

Tano E. Tijerina, County Judge,
Webb County, Texas