

**INTERLOCAL AGREEMENT BETWEEN
CITY OF MANOR AND COUNTY OF TRAVIS
FOR UPDATE TO HAZARD MITIGATION ACTION PLAN**

This Agreement is made and entered into by and between Manor, Texas (the "City") and County of Travis, a corporate and political subdivision of the State of Texas (the "County"), hereinafter collectively referred to as the "Parties," upon the premises and for the consideration stated herein.

WHEREAS, the County desires to update the Travis County Hazard Mitigation Plan (the "Plan") approved by the Federal Emergency Management Agency ("FEMA") on November 3, 2017;

WHEREAS, the County applied for and was awarded a grant by the Federal Emergency Management Agency ("FEMA") to update the Plan;

WHEREAS, the Parties desire to cooperate in the 2022 update to the Plan to incorporate hazard mitigation planning for the City;

WHEREAS, the County will contract with a project consultant to update the Plan, following FEMA and Texas Division of Emergency Management requirements described in the FEMA grant application and grant contract;

WHEREAS, the Parties are authorized to enter into this Agreement in all respects by the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. The City will be responsible for:
 - (a) Designating a project representative;
 - (b) Attending up to four committee meetings;
 - (c) Providing City-specific information related to past hazards and at-risk populations and properties;
 - (d) Reviewing and commenting on drafts of the Plan, with specific emphasis on the City;
 - (e) Attending two public meetings;
 - (f) Facilitating the City's adoption of the final Plan (including a signed resolution of adoption); and
 - (g) Paying \$3000.00 as the City's portion of Plan preparation costs. This is a one-time payment by City. Using this agreement as the invoice, the City shall make payment within 30 days after receiving a written request from the County. The City may pay by check or electronic payment through ACH. Payments by check must be mailed or delivered to the

address for notice for Travis County. For electronic payments, the City may contact the Treasurer's Office at (512) 854-9365 for assistance with setting up electronic payment through ACH, which deposits payments directly into the Travis County account. Payment is deemed to have been made on the date of receipt of the ACH transfer of funds. Overdue payments accrue interest as specified in Texas Government Code, chapter 2251.

2. The County will be responsible for:

- (a) Hiring and managing a consultant to prepare the Plan update;
- (b) Obtaining and administering grant funding for the Plan update from the Texas Division of Emergency Management;
- (c) Managing the Plan development process; and
- (d) Providing data and information on natural hazards in Travis County, as required in the planning process.

3. Miscellaneous.

(a) Force Majeure. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party of privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

(b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: _____, Title (or successor)

Local Jurisdiction

Mailing Address

COUNTY: Charles Brotherton, County Executive (or successor)
Travis County Emergency Services
P.O. Box 1748
Austin, Texas 78767

Bonnie Floyd, MBA, CPM, CPPO (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(d) Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations, or agreements, either oral or written regarding updates to the Plan. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties hereto. No official, representative, agent or employee of Travis County, Texas, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

(e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.

(f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(h) Current Funds. Each party paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying party.

(i) Term of the Agreement. This Agreement shall commence on the date on which it is signed by both Parties and shall continue until the final plan is approved by FEMA and copies are provided to the City.

(j) Retention, Accessibility, and Audit of Records. The City shall maintain all records and documentation for the Plan in a readily available state and location for at least three years after the agreement term. The City shall give County, or its duly authorized representatives, access to and the right to examine all records, and other papers related to the Plan, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by the City.

(k) Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Agreement for all purposes.

(l) The Parties agree to comply with FEMA and Texas Division of Emergency Management requirements described in the grant application and grant contract.

(m) Third Party Rights Not Created and Non-Waiver of Immunity. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or

immunity to which they are legally entitled against any person or legal entity that is not a party to this Agreement.

(n) Independent Contractors, No Agency. The parties to this Agreement are independent contractors. An official or employee of one party is not be construed to be the agent or the employee of the other party. Neither party may represent the other for any purpose not expressly authorized in this Agreement without the prior consent of the other party. No agent, official, employee or representative of either party has the authority to amend or assign this Agreement, or waive any violations of this Agreement unless expressly granted specific authority to do so by the respective governing bodies, as applicable.

(o) Applicable Law and Venue. This Agreement is governed by and interpreted in accordance with the laws of the United States of America and of Texas. All obligations under this Agreement are performable in Travis County, Texas.

(p) Multiple Counterparts. This Agreement may be executed (original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Manor, TEXAS

By: _____

Name: _____

Title: _____

Authorized Representative

Date: _____

Approved as to Form:

Assistant City Attorney

Date: _____

TRAVIS COUNTY, TEXAS

By: _____

Andy Brown, County Judge

Date: _____