

THE STATE OF TEXAS
COUNTY OF FRANKLIN

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**INTERLOCAL AGREEMENT
FOR SPLITTING COST OF COUNTY
MITIGATION PLAN**

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 FRANKLIN COUNTY, hereinafter referred to as the "COUNTY", by and through its County Judge, and the CITY OF MOUNT VERNON, a local government, created and operated to provide one or more governmental functions and services, hereinafter referred to as the "CITY", (collectively, the "parties") by and through the CITY's authorized representative having its principal location at 109 N. Kaufman Street, Mount Vernon, Texas, 75457, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the Agreement is made under the authority of Sections 791.001-791.029 of the Texas Government Code;

WHEREAS, the COUNTY's Commissioners' Court has duly passed, or will duly pass following the signing of this agreement, a resolution approving the cost sharing contemplated by this Agreement pursuant to Section 791.014 of the Texas Government Code;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the parties agree and understand that the county mitigation plan must be prepared and adopted in order to continue to receive some federal and state grant money;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and, including the above-mentioned consideration, that the division of cost/labor fairly compensates the performing party for the services under this contract;

NOW, THEREFORE, the COUNTY and CITY do hereby agree as follows:

ARTICLE 1: SCOPE OF AGREEMENT

The COUNTY and the CITY agree to each pay one-half of the cost of the preparation of the county mitigation plan. The total cost of the plan is \$10,000.00. The COUNTY will pay \$5,000.00 and the CITY will pay \$5,000.00. The plan that is approved by the commissioner's court will be in place for a period of five years.

ARTICLE 2: LEGAL AUTHORITY

CITY represents to the County that (1) it is eligible to contract with the COUNTY under the Act because it is a local government, as defined in the Act, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 3: APPLICABLE LAWS

The COUNTY 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 4: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 5: 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 6: EFFECTIVE DATE

This Agreement shall take effect upon execution by the authorized representatives of both parties after receiving approval from their respective governing bodies.

ARTICLE 7: INDEMNITY

During the term of this Agreement, both parties do hereby agree to defend, indemnify and hold each other harmless from and against any and all losses, costs (including without limitation, the costs of litigation and reasonable attorneys' fees), claims, causes of action, damages, and liabilities that arise from their own party's (including the party's employees and agents) negligence, gross negligence or willful misconduct.

ARTICLE 8: TERMINATION OF AGREEMENT

This Agreement shall be in effect for five years after the effective date as defined in Article 6. This Agreement cannot be terminated by either party during the term outlined in Article 1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the date indicated below.

FRANKLIN COUNTY, TEXAS

CITY OF MOUNT VERNON, TEXAS

BY: _____
COUNTY JUDGE

BY: _____
MAYOR

DATE: _____

DATE: _____