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**INTERLOCAL AGREEMENT
CITY OF PFLUGERVILLE AND TRAVIS COUNTY
HAZARD MITIGATION ACTION PLAN FOR 2010**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between City of Pflugerville, Texas (the "City") and Travis County, 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 Hazard Mitigation Plan approved by the Federal Emergency Management Agency (FEMA) on February 7, 2005;

WHEREAS, the Parties desire to cooperate in the 2010 Update to the Hazard Mitigation Plan will incorporate hazard mitigation planning for the City of Pflugerville;

WHEREAS Travis County and the project consultant will develop the Plan, following Federal Emergency Management Agency and Texas Water Development Board requirements and described in the grant application and grant contract;

WHEREAS, the Parties intend to conform to this Agreement in all respects with 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 population and property as risk in a timely manner;
 - (d) Reviewing and commenting on draft of the plan, with specific emphasis on its own city;
 - (e) Attending one public meeting;
 - (f) Facilitating city adoption of the final plan (to include a signed resolution of adoption); and
 - (g) Paying a \$2,500 portion of plan preparation costs.

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 Water Development Board;
 - (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 of 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: Brandon Wade, City Manager
City of Pflugerville
P.O. Box 589
Pflugerville, Texas 78691-0589

COUNTY: Joe Gieselman, Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File No. 163.1570

(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 contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties respecting the joint construction of the Project. 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. The party or parties paying for the performance of governmental functions or services shall make payments therefore 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 Parties fulfill their obligations under this agreement.

(j) Retention, Accessibility And Audit Of Records. The City shall maintain all records and documentation for the Project in a readily available state and location for at least three (3) 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 Project, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by the City.

CITY OF PFLUGERVILLE, TEXAS

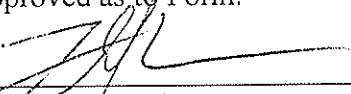
By: 

Name: Brandon Wade

Title: City Manager
Authorized Representative

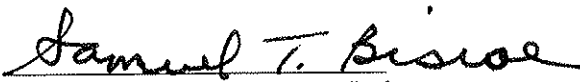
Date: 1-26-2010

Approved as to Form:


Floyd Akers, City Attorney

Date: 1-27-2010

TRAVIS COUNTY, TEXAS

By: 
Samuel T. Biscoe, County Judge

Date: 3-16-10