

**Interlocal Agreement**  
**For**  
**Hazard Mitigation Action Plan**

THE STATE OF TEXAS                   §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF NUECES                 §

Pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, this interlocal agreement (“Agreement”) is entered into between participating jurisdictions (Participating Jurisdictions) as follows: Nueces County, City of Agua Dulce, City of Bishop, City of Driscoll, City of Petronila, City of Port Aransas, City of Robstown, City Of Corpus Christi, and Port of Corpus Christi Authority.

**WHEREAS**, Nueces County applied for and received a grant through the Texas Department of Public Safety to develop a multijurisdictional hazard mitigation action plan (“Grant”), and,

**WHEREAS**, the Grant provides for certain local governmental entities within Nueces County to participate in developing this Hazard Mitigation Action Plan, and,

**WHEREAS**, Chapter 791 of the Texas Government Code allows for local governments to contract with each other to provide a governmental function, such as public health and welfare, or service that each party to the contract can perform individually;

**WHEREAS**, each Participating Jurisdiction has the authority to develop a Hazard Mitigation Action Plan;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section 1. Purpose**

The purpose of this INTERLOCAL is to establish commitment from and a cooperative working relationship between all Participating Jurisdictions in the development and implementation of the Hazard Mitigation Action Plan. In addition, the intent of this INTERLOCAL is to ensure that the multi-jurisdictional hazard mitigation plan is developed in accordance with Title 44 of the Federal Code of Regulations (CFR) Part 201.6; that the planning process is conducted in an open manner involving community stakeholders; that it is consistent with each participating jurisdiction’s policies, programs and authorities; and it is an accurate reflection of the community’s values.

This INTERLOCAL sets out the responsibilities of all parties. The INTERLOCAL identifies the work to be performed by each participating jurisdiction. Planning tasks, schedules, and finished products are identified in the Work Program and Schedule. The plan created as a result of this INTERLOCAL will be presented to the governing body

(Planning Commission, City Council and or Board of Commissioners) of each participating jurisdiction for adoption.

## **Section 2. Background**

Mitigation plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The Participating Jurisdictions in a mitigation planning process would benefit by:

- identifying cost effective actions for risk reduction;
- directing resources on the greatest risks and vulnerabilities;
- building partnerships by involving people, organizations, and businesses;
- increasing education and awareness of hazards and risk;
- aligning risk reduction with other community objectives; and
- providing eligibility to receive federal hazard mitigation grant funding.

Nueces County has received through the Texas Department of Public Safety the Grant from the Federal Emergency Management Agency to prepare a multi-jurisdictional hazard mitigation plan in accordance with FEMA requirements at 44.C.F.R. 201.6.

## **Section 3. Planning Team Responsibilities**

Nueces County will act as the Lead Community, and will assign a Chairperson of the Planning Team for the Hazard Mitigation Action Plan. The Participating Jurisdictions authorize Nueces County to manage and facilitate the planning process in accordance with the Work Program and Schedule, herein attached and incorporated in its entirety as Exhibit A.

The Participating Jurisdictions understand that representatives must engage in the following planning process, as more fully described in the *Local Mitigation Planning Handbook* (FEMA, 2012), including, but not limited to:

- Further develop the Work Program and Schedule with the Planning Team
- Organize and attend regular meetings of the Planning Team.
- Assist the Planning Team with developing and conducting an outreach strategy to involve other planning team members, stakeholders, and the public, as appropriate to represent their Jurisdiction.
- Identify community resources available to support the planning effort, including meeting spaces, facilitators, and media outlets.
- Provide data and feedback to develop the risk assessment and mitigation strategy, including a specific mitigation action plan for their Jurisdiction.
- Submit the draft plan to their Jurisdiction for review.
- Work with the Planning Team to incorporate all their Jurisdiction's comments into the draft plan.

- Submit the draft plan to their respective governing body for consideration and adoption.
- After adoption, coordinate a process to monitor, evaluate, and work toward plan implementation.

#### **Section 4. Planning Team**

The following points of contacts and alternatives as set out on Exhibit B, herein attached and incorporated in its entirety, are authorized on behalf of the governing bodies to participate as members of the Planning Team for the Hazard Mitigation Action Plan.

#### **Section 5. INTERLOCAL Implementation**

This INTERLOCAL will be in effect from the date of signature by all parties, will remain in effect through the duration of the planning process, and will terminate after adoption of the final FEMA-approved mitigation plan by all participating jurisdictions, or 5 years after FEMA approval, whichever is earlier. It may be terminated prior to that time for any Participating Jurisdiction by giving 60 days written notice. This INTERLOCAL is to be implemented through Exhibit A, Work Program and Schedule, and any addendums that describe specific activities, programs, and projects, and if necessary, funding by separate instrument.

#### **Section 6. Matching funds.**

Participating Jurisdictions will provide a total of \$27,750.00 in matching funds for development of this Hazard Mitigation Action Plan. Grant matching funds will be provided as follows:

Nueces	\$6,750.00
Corpus Christi	\$6,500.00
Port Authority	\$6,500.00
Port Aransas	\$2,000.00
Robstown	\$2,000.00
Bishop	\$1,000.00
Driscoll	\$1,000.00
Agua Dulce	\$1,000.00
Petronila	\$1,000.00

Funds will be provided in one lump sum directly to Nueces County by March 31, 2017. In the alternative, Participating Entities can provide documentation that supports time/resource expenditure equal to the value of the cash match. All documentation must be compliant with and acceptable to the Grant source in order to substitute for cash match. All documentation deadlines as set out by Nueces County must be strictly observed.

## **Section 7. Current Revenues**

Each party paying for the performance of governmental services pursuant to this Agreement must make those payments from current revenues available to the paying party.

## **Section 8. Compliance with Laws**

All parties agree to comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each party's performance under this Agreement.

## **Section 9. Amendment**

This Agreement may be amended only by written agreement approved by each respective governing body.

## **Section 10. Independent Contractor**

This Agreement will not be construed as creating an employer/employee relationship between Participating Entities.

## **Section 11. Venue**

Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of the provisions of this Agreement, is specifically set by Agreement of the parties in Nueces County, Texas.

## **Section 12. Entirety Clause**

This Agreement and any exhibits annexed hereto contain the entire understanding and agreement between the parties, and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect.

**EXECUTED** on the dates indicated below binding the respective parties as of the last date of execution below.

## **NUECES COUNTY**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_