Interlocal Cooperation Agreement

Flood Early Warning System Equipment and Site Access

This Interlocal Cooperation Agreement (Agreement) is entered into between Burnet County, Texas, a political subdivision of the State of Texas (County), and City of Marble Falls, Texas (Partner). County and Partner are each a Party and together are the Parties.

This Agreement is effective on the date it has been signed by both Parties, as shown by the later of the dates in the signature blocks below (Effective Date).1 Purpose and Authority

The Parties enter into this Agreement under Chapter 791 of the Texas Government Code and other applicable law to support the planning, installation, operation, and maintenance of flood early warning equipment serving Burnet County. Each Party represents that the functions and services it will perform are governmental functions it is authorized to perform.

The purpose of this Agreement is to authorize County use of the site or sites described in Exhibit A for flood warning equipment and to establish the Parties' responsibilities. This Agreement does not convey title to real property.

2 Project Equipment

County may install the equipment identified in Exhibit A, together with poles, foundations, cabinets, communications equipment, solar panels or electrical connections, signs, conduit, grounding, and related appurtenances reasonably required for a complete installation (Equipment). Final placement is subject to field verification, utility clearance, applicable permits, and Partner's written approval of the final site plan, which approval will not be unreasonably withheld or delayed.

Unless the Parties approve a written amendment, County will own the Equipment. Partner retains ownership and control of its real property and existing facilities.

3 County Responsibilities

County will procure or cause the procurement of the Equipment; obtain permits assigned to County; coordinate final design and installation; operate, inspect, repair, and replace the Equipment; maintain accurate emergency contact information; and remove the Equipment at the end of the Agreement unless the Parties agree otherwise in writing.

County will perform work in a manner intended to minimize interference with Partner's operations, restore disturbed areas to substantially their prior condition, and comply with applicable safety and access requirements. County will coordinate public warning protocols with Partner and will not represent that the Equipment eliminates flood risk or guarantees receipt of a warning.

4 Partner Responsibilities

Partner grants County and its employees, contractors, and agents a nonexclusive license to enter the approved site at reasonable times to survey, design, construct, inspect, test, maintain, repair, replace, and remove the Equipment. Emergency access may occur at any time when reasonably necessary to protect life or property, subject to site security procedures provided by Partner.

DRAFT

Partner will identify known site restrictions and underground or overhead facilities in its possession; provide a current site contact; avoid knowingly damaging, relocating, obstructing, or disconnecting the Equipment; and promptly notify County of observed damage, outages, planned construction, or other conditions that may affect the Equipment.

Partner represents that, to its knowledge, it owns or otherwise controls each site described in Exhibit A and has authority to grant the license in this Section. Partner will disclose to County, before County's final design, any easement, lease, deed restriction, right-of-way, or other third-party interest in the site known to Partner that may limit the license or the Equipment. If any third-party consent is required, including from a utility, the Lower Colorado River Authority, or the Texas Department of Transportation, County is responsible for obtaining it, and Partner will reasonably cooperate. If Partner's authority over a site ends or is materially limited, Partner will give County prompt written notice, and Section 7 will apply as if Partner had requested relocation.

5 Power and Communications

The anticipated power source is shown in Exhibit A. For an AC-powered site, Partner authorizes a connection to an available electrical source subject to final design approval. Unless otherwise stated in Exhibit A or a written amendment, County is responsible for installation costs and separately metered utility charges; if separate metering is impracticable, the Parties will document any reimbursement method before energizing the Equipment. County will arrange communications service and pay recurring communications charges.

6 Costs and Current Revenues

Except as expressly stated in this Agreement, each Party bears its own costs. Any payment obligation must be paid from current revenues available to the paying Party. No Party is obligated to appropriate funds beyond its duly approved budget, and no debt is created by this Agreement.

7 Site Protection and Relocation

Partner may require temporary suspension of access for an immediate safety or security concern and will provide County access as soon as reasonably practicable. If Partner needs the Equipment relocated because of a public project or operational need, the Parties will cooperate to select a replacement location. Responsibility for relocation costs will be agreed in writing before relocation, except when immediate action is necessary to protect life or property.

8 Term and Termination

The initial term is ten years beginning on the Effective Date. The Agreement automatically renews for successive one-year terms unless either Party provides at least 180 days’ written notice of nonrenewal. Either Party may terminate for material breach if the breach is not cured within 30 days after written notice, or within a longer reasonable period when cure cannot be completed within 30 days and diligent cure has begun.

The Parties will coordinate termination to avoid an abrupt loss of public warning capability. After termination, County will remove its Equipment within 120 days and repair material damage caused by removal, ordinary wear and preexisting conditions excepted.

DRAFT

If a Party's governing body does not appropriate funds sufficient to perform that Party's payment obligations under this Agreement for any fiscal year, that Party may terminate this Agreement, without penalty, effective at the end of the last fiscal year for which funds were appropriated, by giving the other Party written notice as soon as practicable after the funding decision. Termination under this paragraph does not relieve a Party of obligations already incurred and payable from funds previously appropriated.

9 Risk Allocation and Insurance

Each Party is responsible for the acts and omissions of its own officers, employees, contractors, and agents to the extent provided by Texas law. Nothing in this Agreement waives sovereign, governmental, or official immunity or creates a cause of action or liability that does not otherwise exist. These provisions are solely for allocating responsibility between the Parties and do not create rights in a third party.

County will require its installation and maintenance contractors to maintain commercially reasonable insurance and, when permitted, name Partner as an additional insured for work at the site. Upon request, County will provide evidence of applicable coverage or self-insurance.

10 Records, Public Information, and Notices

Each Party will retain records as required by its records schedule and applicable law. Information exchanged under this Agreement may be subject to the Texas Public Information Act. A Party receiving a request involving the other Party's information will provide prompt notice when permitted by law.

Notices must be in writing and delivered personally, by nationally recognized courier, by certified mail, return receipt requested, or by email with confirmation, to Burnet County at [COUNTY NOTICE ADDRESS AND EMAIL] and to City of Marble Falls, Texas at [PARTNER NOTICE ADDRESS AND EMAIL]. Either Party may change its notice information by written notice.

11 General Provisions

This Agreement is the entire agreement concerning its subject and may be amended only in a writing approved and signed by both Parties. Neither Party may assign this Agreement without the other Party's written consent, except County may use contractors to perform its obligations. If a provision is unenforceable, the remaining provisions remain effective.

Each Party will perform its obligations under this Agreement in compliance with applicable federal, state, and local laws, rules, and permit conditions.

Neither Party is in breach of this Agreement for delay or failure to perform caused by events beyond its reasonable control, including floods, severe weather, fire, natural disaster, epidemic, utility or communications outages, governmental action, or unavailability of equipment or parts, if the affected Party gives prompt notice and uses reasonable efforts to resume performance. This paragraph does not excuse a payment obligation that has become due. Texas law governs this Agreement. Venue lies in Burnet County, Texas, to the extent permitted by law. The Parties will first attempt to resolve any dispute through non-binding mediation, with mediator fees shared equally. Neither Party may file suit on the dispute until these steps are complete, except to seek injunctive relief to protect life, property, or the Equipment, or to prevent the running of a limitations period.

DRAFT

Headings are for convenience only. Counterparts and electronic signatures are effective. A person signing represents that the governing body or authorized official of that Party approved execution of this Agreement.

The Commissioners Court of Burnet County approved this Agreement ***on [DATE], and the City Council of the City of Marble Falls approved this Agreement*** on [DATE], each in accordance with Section 791.011 of the Texas Government Code. Each Party's governing body has authorized its signatory to execute this Agreement.

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

BURNET COUNTY, TEXAS	**CITY OF MARBLE FALLS, TEXAS**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
ATTEST:	ATTEST:
By: _____	By: _____

DRAFT

Exhibit A

Approved Equipment Sites

ID	Location	Type	Latitude	Longitude	Power
8	Whitman Branch at Animal Shelter	Siren	30.57888	-98.28154	AC
9	Whitman Branch at Nature Heights RV Park	Siren	30.59620	-98.27542	AC
19	Whitman Branch at Resource Parkway	Gage	30.61797	-98.26432	Solar

Final site limits and access routes will be shown on a site plan approved in writing by both Parties before construction. Coordinates are planning-level locations and may be adjusted during final design with the property owner’s approval.

DRAFT