

**MEMORANDUM OF UNDERSTANDING
BETWEEN WILLIAMSON COUNTY AND THE CITY OF LIBERTY HILL**

This **Memorandum of Understanding** (“MOU”) is entered into by and between the **CITY OF LIBERTY HILL, TEXAS**, a general law city located in Williamson County, Texas (the “City”), and **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas (“County”).

Recitals:

WHEREAS, the City would like to make improvements to the emergency warning system serving the City and surround community; and

WHEREAS, the City would like to take advantage of the Federal Emergency Management Agency’s (“FEMA”) Hazard mitigation Grant Program (“HMGP”), which provides funding for up to seventy-five percent (75%) of the eligible costs of an emergency warning system; and

WHEREAS, City participation in the HMGP requires coordination between the City and County; and

WHEREAS, the County will apply for the FEMA HMGP funds on behalf of the City; and,

WHEREAS, The County will receive from the Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (TDEM) an official State Award Letter for seventy-five percent (75%) of the eligible costs of an Emergency Warning System (Project); and,

WHEREAS, there is a need to formulate the responsibilities of the County and the City for the management of the Project;

BE IT THEREFORE AGREED AS FOLLOWS:

City Provisions:

1. While the County will manage and control all procurement associated with the Emergency Warning Project (“Project”), including engineering services for development, design and management of the Project; grant administration services for application development and grant management; and Project construction, the City expressly understands that it shall remain legally and financially responsible for same.
2. The City will be responsible for costs of the Project that are not covered by the grant funds, which consists of twenty five percent (25%) or more of the total cost and any ineligible costs to complete construction, including but not limited to any funding denied by FEMA regardless of the reasons for denial.
3. While the County will manage and control submission of the documentation for Project cost reimbursement from the Texas Division of Emergency Management (“TDEM”), the City expressly understands that it shall remain legally and financially responsible for same. The City agrees to the hiring of a consultant (“Consultant”) to manage the grant process. The Consultant will compose the reimbursement package, which includes the invoices and cancelled checks. The Consultant will then have the City sign the completed reimbursement package. The Consultant will then forward the package to the Texas Division of Emergency Management (TDEM), which will then be

forwarded to FEMA for reimbursement of seventy-five percent (75%) of Project invoices submitted. The City and the County will receive copies of all correspondence, checks and invoices as submitted to TDEM.

County Provisions:

1. The County agrees to apply for the FEMA HMGP funds on behalf of the City.
2. The County hereby authorizes the City to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project, subject to the County's agreement.
3. The County agrees to issue full TDEM reimbursement payment to the City within 30 days of the County's receipt of the funds.

General Provisions:

The City acknowledges that the County is not financially responsible for the Project nor will the County be liable for any future claims or damages that may result from the Project, including but not limited to any FEMA denial of funding. The City expressly agrees to fully reimburse the County for any out-of-pocket expenses and accepts the limitations that come with having to use the County as a mechanism to apply for the Project without subjecting the County to any liabilities including any and all associated costs of equipment, goods or services associated with the Project. **The County is named on the Project only for the purposes of eligibility to apply to the grant.**

It is understood that the City remains responsible for the HMGP throughout the grant period, through the full audit period, and for the life of the project per FEMA requirements.

It is understood that this MOU may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, the parties will each only be liable for their respective pro rata share of services rendered, goods actually received or any other liability incurred under this arrangement (e.g., reimbursement owed).

This Memorandum of Understanding is the complete agreement between Williamson County and the City of Liberty Hill and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, Williamson County and the City of Liberty Hill hereto have caused this MOU to be duly executed on the day and year indicated below:

[Signatures on following pages]

CITY OF LIBERTY HILL, TEXAS

Rick Hall, Mayor

Executed the ____ day of _____, 2019

ATTEST:

Barbara Zwernemann, City Secretary

WILLIAMSON COUNTY, TEXAS

Bill Gravell, Jr., Williamson County Judge

Executed the ____ day of _____, 2019

ATTEST:

Nancy Rister, County Clerk