

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN WILLIAMSON COUNTY AND THE CITY OF WEIR

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

WHEREAS, the City would like to make improvements to the emergency warning system serving the City and surrounding 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 (IDEM) 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. The City 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, to include, but not be limited to twenty five percent (25%) or more of the total cost of the Project, any grant administration services, any ineligible costs to complete construction, and any funding denied by FEMA regardless of the reasons for denial. The City hereby represents to the County that it has appropriated and is capable of funding of the aforementioned costs that it shall be responsible for paying.
3. The City agrees to maintain and test the warning sirens in accordance with the manufacturer's instructions.
4. 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 County so that it can submit it 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. The City shall, within five (5) business days of County's request, provide to the County any necessary documentation and execute any documentation that may be required in order to manage and control submission of grant documentation.

5. The City hereby acknowledges and agrees that it shall ensure and be responsible for compliance with all state and federal laws and regulations in relation to making application for the FEMA HMGP, as well as management of all procurement associated with the Project.

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.**

In the event of a grant award, the City and the County shall enter into a Subrecipient Agreement setting forth both parties obligations in relation to the grant. If the parties cannot agree to the terms of a Subrecipient Agreement, the County shall have the right to deny the grant award and, in such case, the City shall remain responsible for costs of the Project and other financial obligations provided herein.

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).

The parties agree this Memorandum of Understanding sets forth the complete understanding between the County and the City and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, the County and the City have caused this MOU to be duly executed effective on the latest day and year indicated below:

BY: Williamson County: _____ day of _____ 2025

_____, As Presiding Officer,
Williamson County Commissioners Court

BY: City of Weir: 10th day of April 2025

John Fox
John Fox, City of Weir Mayor

