

INTERGOVERNMENTAL AGREEMENT

between the

County of _____

and the

Special District, Private Nonprofit Organization or Quasi-Governmental Agency

This Intergovernmental Agreement (IGA) is for the County of _____ and a special district, private nonprofit organization, or quasi-governmental agency referred to hereinafter as "Other Agency". This IGA is made on the last date entered below between the County of _____ (County) and _____, collectively referred to hereinafter as "the Parties". This IGA is for the removal of disaster-generated debris pursuant to Texas Government Code Title 4, Subtitle 3 Chapter 433 State of Emergency.

WHEREAS, as a consequence of the County's contracts for disaster debris removal and monitoring services and the County's other emergency and support resources, the County has the authority and capacity to extend disaster debris removal and monitoring services to Other Agencies within the boundaries of the County where such services are required following a state of emergency.

WHEREAS, the Other Agency desires that the County perform disaster debris removal, debris reduction, and disposal of disaster debris within the Other Agency's jurisdictional boundaries. The Other Agency also desires that the County initiate monitoring services to document and monitor said disaster debris removal services.

WHEREAS, the Parties have conferred as to the best methods and practices to allow the County to assume these responsibilities;

NOW THEREFORE, the Parties agree as follows:

COUNTY OBLIGATIONS

The County agrees to:

- Assume responsibility for disaster debris removal, reduction, and disposal services within the jurisdictional boundaries of the Other Agency following a state of emergency supported by a Presidential Declaration that allows for federal reimbursement of disaster-generated debris.
- Monitor and document the amount of disaster debris removed from within the jurisdictional boundaries of the Other Agency during such state of emergency.
- Produce all necessary documentation to state and federal agencies for reimbursement of disaster debris removal, reduction disposal and monitoring services performed within the corporate boundaries of the Other Agency.

- Invoice the Other Agency the proportionate share of disaster debris removal, reduction, disposal, and monitoring costs. Proportionate share shall be based on the volume of disaster debris collected within the jurisdictional boundaries of the Other Agency based on documentation generated by the County or its authorized agent.
- Produce to the Other Agency all necessary documentation showing the Other Agency's share of any disaster debris removal, reduction, disposal and monitoring costs not reimbursed by state or federal agencies.
- Provide operational updates on the status of disaster debris removal operations to include completed areas of disaster debris removal and estimated completion timelines of the remaining areas.

OTHER AGENCY OBLIGATIONS

The Other Agency agrees to the following:

- Cooperate with the County in its production of a disaster debris removal, reduction and disposal plan, participate in all training exercises related to disaster debris removal, and supply appropriate administrative support, as necessary, to assist in the documentation of debris removal, reduction and disposal efforts.
- Payment of County invoices for the Other Agency's proportionate share of disaster debris removal, reduction, disposal and monitoring costs.
- Reimburse the County the Other Agency's share of any disaster debris removal, reduction, disposal and monitoring costs not reimbursed by state or federal agencies. The calculation of the Other Agency's reimbursable cost to the County will be determined by its share of the actual volume of material collected within the corporate boundaries of the Other Agency based on documentation generated by County monitors at the time disaster debris is delivered to County-designated disposal sites.
- Hold the County, its representatives, and contractors, harmless for unavoidable loss, damage, or depreciation of assets resulting from ordinary use and exposure associated with disaster debris removal operations.
- Assist the County in public outreach to inform stakeholders on the proper way to segregate and place disaster debris on the right away, and to provide stakeholders the status of disaster debris removal operations

This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have each executed this Agreement, this the ___ day of _____, 2013.

_____ COUNTY

WITNESS: _____

(Print Name)

BY: _____

(Print Name)

TITLE

DATE: _____

OTHER AGENCY _____

BY: _____

(Print Name)

TITLE

DATE: _____