

MEMORANDUM OF UNDERSTANDING

between the

Texas Department of Transportation

and the

City/County of _____

Texas Department of Transportation

This Intergovernmental Agreement (IGA) is made on the last date entered below between the Texas Department of Transportation (TxDOT) and the City/County of _____ (Municipality / County), 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, during a declared state of emergency which activates the implementation of the State of Texas Emergency Management Plan, TxDOT may be responsible to perform certain functions including the removal of disaster debris from the right of way of public roads and streets; and

WHEREAS, (Municipality / County), has requested that it be allowed the opportunity and responsibility to perform certain functions that would normally fall under the responsibility of TxDOT in order to assure that its citizens are served and protected; and

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

NOW THEREFORE, the Parties agree as follows:

(MUNICIPALITY / COUNTY) OBLIGATIONS

The (Municipality / County) agrees to:

- Assume responsibility for the emergency clearance and collection of disaster debris from roads maintained by TxDOT but within the jurisdictional boundaries of the (Municipality / County) otherwise known as “Secondary Roads”. A list of the roads identified as Secondary Roads is included in Attachment A.
- Assume responsibility for reduction and final disposal of disaster debris collected on Secondary Roads.
- Monitor and document the location and volume of disaster debris removed from Secondary Roads.
- Produce all necessary documentation to state and federal agencies for reimbursement of disaster debris removal, reduction, disposal and monitoring services related to

- Secondary Roads.
- Document and repair any damages to the state maintained right of way which may be caused by disaster debris removal operations undertaken pursuant to this IGA. All repairs shall be made to the satisfaction of the Division Engineer of the Highway Division in which (Municipality / County) is located.
 - Apply directly to Federal Emergency Management Agency (FEMA) for reimbursement in accordance with all federal rules, regulations and procedures.
 - (Municipality / County) will not allow their disaster debris removal contractors to remove debris from any State roads not included in Attachment A.
 - (Municipality / County) will remove all eligible disaster debris even if such removal requires multiple passes on a particular route and shall notify TxDOT when each route is complete.
 - (Municipality / County) will not hold TxDOT responsible for any portion of disaster debris related services not reimbursed by FEMA.
 - (Municipality / County) is responsible for complying with all TxDOT rules and regulations including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices.
 - (Municipality / County) will hold TxDOT harmless in all matters arising from or related to this IGA. Further, (Municipality / County) shall be responsible for all damage or injury to persons or to private property occurring as a result of the disaster debris removal activities pursuant to this IGA.

TxDOT OBLIGATIONS

The TxDOT agrees to:

- Provide the (Municipality / County) with a list of verified Secondary Roads that are applicable to this IGA. The list of verified Secondary Roads will be included as Attachment A to this IGA.
- Issue the (Municipality / County) a Notice to Proceed for disaster debris removal from Secondary Roads.
- Prohibit TxDOT disaster debris removal contractors from removing debris located on Secondary Routes identified in this IGA.
- Review routes identified as complete by the (Municipality / County) and verify acceptance. Once a route is accepted as complete by TxDOT the (Municipality / County) will be released from any additional disaster debris removal responsibilities.

This Agreement shall be effective on the date of the last signature below. Jurisdiction IN WITNESS WHEREOF, the Parties have each executed this Agreement, this the ____ day of _____, 2013.

DEPARTMENT OF TRANSPORTATION

WITNESS: _____
(Print Name)

BY: _____

(Print Name)

TITLE

DATE: _____

(MUNICIPALITY / COUNTY) _____

BY: _____

(Print Name)

TITLE

DATE: _____

ATTACHMENT A: SECONDARY ROADS