

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the Concho Valley Council of Governments ("CVCOG"), a regional planning commission organized under the laws of the State of Texas, and Llano County, Texas ("County"), a political subdivision of the State of Texas.

1. **AUTHORITY.** This Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act.
2. **PURPOSE.** The purpose of this Agreement is to allow the County to utilize CVCOG's competitively procured contract with a qualified engineering consulting firm ("Consultant") for services related to the planning phase of Flood Early Warning Systems (FEWS) funded under SB 3.
3. **SERVICES.** The Consultant, under contract with CVCOG, will provide services including, but not limited to:
 - Analysis and refinement of floodplain and related mapping
 - Development and support of FEWS project planning
 - Technical assistance to the County in completing project plans and documentation
 - All services related to the planning, design, installation, inspection, and testing of a FEWS and any related components thereof
4. **TERM.** This Agreement shall commence upon execution by both parties and shall remain in effect until completion of the services or termination of the underlying CVCOG contract, unless terminated earlier in accordance with this Agreement.
5. **PROCUREMENT COMPLIANCE.** CVCOG represents that it has procured the Consultant in compliance with applicable Texas procurement laws, including qualifications-based selection requirements for engineering services under Texas Government Code Chapter 2254. The County acknowledges and agrees that it may utilize CVCOG's contract in accordance with Chapter 791.
6. **COUNTY PARTICIPATION.** The County agrees to:
 - Execute any necessary participation documents required by CVCOG or Consultant
 - Coordinate directly with the Consultant for project-specific scope and deliverables
 - Review and approve work products in a timely manner
7. **PAYMENT.** The County shall be responsible for payment of all services performed on its behalf. Payment terms shall be as set forth in the contract between CVCOG and the Consultant or in any project-specific work authorization. All payments shall be made from current revenues available to the County, in compliance with Texas Government Code Chapter 791.
8. **NO DEBT.** Nothing in this Agreement shall be construed to create any debt obligation in violation of Texas law. All obligations are subject to the availability of current funds.
9. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice. Termination shall not relieve the County of its obligation to pay for services rendered prior to termination.

- 10. LIABILITY.** Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents, in accordance with the Texas Tort Claims Act.
- 11. COMPLIANCE WITH LAWS.** Each party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.
- 12. RECORDS AND AUDIT.** The County agrees to maintain records related to services provided under this Agreement and make them available as required by applicable law.
- 13. ASSIGNMENT.** Neither this Agreement nor any duties or obligations entered into subsequent contracts because of this Agreement shall be assignable by either party without the prior written acknowledgement and authorization of both parties.
- 14. CONTRACT AMENDMENT.** This Agreement may be amended only by the mutual agreement of all parties, in writing, to be attached to and incorporated into this Agreement.
- 15. RELATION OF THE PARTIES.** It is the intention of the parties that the County is independent of CVCOG and not an employee, agent, joint venturer, or partner of CVCOG and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between CVCOG and the County or CVCOG and any of the County's representatives.
- 16. SEVERABILITY.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
- 17. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Any legal action shall be brought in a court of competent jurisdiction in Llano County, Texas.
- 18. NO WAIVER.** Nothing in this Agreement waives any legal rights or defenses of either party, including immunity. A party's failure to enforce any provision does not waive that provision or any other provision. Any waiver or modification of this Agreement must be in writing and signed by authorized representatives of both parties.
- 19. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LLANO COUNTY, TEXAS

By: Rob T. Hardy
Rob T. Hardy, Llano County Judge

Date: 6/22/2026

CONCHO VALLEY
COUNCIL OF GOVERNMENTS

By: Erin Hernandez
Erin Hernandez, Executive Director

Date: 20 June 26