

**TEMPORARY PARKING FOR GALVESTON INDEPENDENT
SCHOOL DISTRICT BUSES AND LARGE UTILITY VEHICLES**

INTERLOCAL AGREEMENT

BY AND BETWEEN

**GALVESTON INDEPENDENT SCHOOL DISTRICT
AND
SANTA FE INDEPENDENT SCHOOL DISTRICT**

This AGREEMENT is entered into by and between the Santa Fe Independent School District (hereafter, "SFISD") in Santa Fe, TX, and the Galveston Independent School District (hereafter, "GISD") in Galveston (hereafter, the "City"), TX.

WITNESSETH

WHEREAS, the City desires to have adequate emergency response provisions in place in the event of a declared state of emergency and mandatory evacuation; and,

WHEREAS, an "Order of Mandatory Evacuation" requires that all persons in the City of Galveston, with the exception of essential emergency personnel, are ordered to immediately evacuate the City; and,

WHEREAS, the Superintendent or designee of GISD may determine it is necessary for personnel to relocate emergency response equipment and vehicles to higher elevations for the purpose of protecting said equipment from flood damage and to expedite rescue and recovery efforts; and,

WHEREAS, the Superintendent of GISD finds that the districts interest is benefited by having a contract for emergency response and disaster management in place prior to the occurrence of an emergency, to assure prompt response; and

WHEREAS, SFISD has temporary parking elevation for equipment under limited circumstances during a mandatory evacuation of GISD buses and small facilities vehicles; and

WHEREAS, pursuant to Texas Government Code Title 7, Chapter 791 of the Interlocal Cooperation Act (hereafter "the Act"), GISD is authorized to contract with eligible entities to perform government functions and services; and

WHEREAS, SFISD is an eligible entity under the Act and desires to contract with GISD on the terms described herein; and

WHEREAS, the parties agree that the respective rights, duties, and obligations, regarding this joint project are as specified in this Interlocal Agreement; now therefore, for and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

I.

The parties find that the recitations and statements set out above are true and correct.

II.

SFISD agrees to provide to GISD a location(s), as determined by SFISD, to serve as a temporary parking lot, to the extent such facilities are available, for the approximately 20 GISD essential emergency personnel.

SFISD further agrees to allow GISD to temporarily place emergency, essential equipment, and vehicles at elevated locations to be mutually agreed upon as follows:

Police Cars: 10

School Buses: 58

Large Utility Vehicles/Equipment/Trailers: 14

The intent of this agreement is to provide temporary and limited parking for GISD vehicles/equipment during an emergency. SFISD does not warrant the safety of these vehicles

III.

In the event there is a Mandatory evacuation from Galveston Island, the parking lot will open no earlier than 24 hours prior to anticipated landfall and the parking lot will close within 24 hours after landfall unless both parties agree to an extended period of time.

IV.

Overall management and direction of this Agreement is assigned to the Superintendent or Chief of Police for GISD and Superintendent or designee for SFISD. These officials shall be responsible for coordinating all aspects of their entities work in providing the services. They shall be the contact persons through whom the GISD and SFISD shall communicate officially and shall coordinate and expedite all actions relating to GISD and SFISD decision-making relating to the services.

GISD shall be authorized to request the parking lot outlined above only after the City of Galveston declares a Local State of Disaster or Emergency and orders a

Mandatory Evacuation in anticipation of widespread destruction of property and as authorized by State and Federal Emergency Management procedures.

V.

COSTS:

SFISD agrees to provide the parking lot at no cost to GISD. GISD and SFISD agree to mutually cooperate with the process of seeking direct reimbursement from the Federal Emergency Management Agency of the United States and the State of Texas.

GISD and SFISD shall maintain records to show actual time involved in the provision of services, and the cost incurred for the period specified. To the extent applicable to the service, GISD and SFISD shall cooperate in good faith to provide records satisfactory to the Federal and State government.

GISD and SFISD shall be solely responsible for the planning, support, and all aspects of the operation of the services respectively performed by each one and contemplated by this Agreement, including all legal and financial obligations without limitation, including those of their employees and agents.

VI.

TERM OF AGREEMENT:

The term of this Agreement is one year commencing on June 1, 2022, and continuing until June 1, 2027, unless earlier terminated by providing 90 days' written notice. Therefore, subject to each of the parties' written consent, this Agreement, shall renew for 1-year terms up to a total of five (5) years, unless earlier terminated.

INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, SFISD AGREES TO HOLD GISD AND ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND INDEMNIFY EACH AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, SUITS, PROCEEDINGS, JUDGMENTS, AND LIABILITIES FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF GISD OR THE ACTS OR OMISSIONS OF OTHERS UNDER GALVESTON'S I.S.D. SUPERVISION OR CONTROL.

TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GISD AGREES TO HOLD SFISD, AND ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND INDEMNIFY EACH AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, SUITS, PROCEEDINGS, JUDGMENTS, AND LIABILITIES FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF SFISD OR THE ACTS OR OMISSIONS OF OTHERS UNDER SANTA FE I.S.D'S. SUPERVISION OR CONTROL.

VII.

MUTUAL AGREEMENTS

Entire Agreement. This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification or, or waiver of any right under, this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement.

Joint Severability. The phrases, clauses, sentences, paragraphs, or section of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

Venue. Venue of any dispute arising out of this agreement shall be in Galveston County, Texas.

The UNDERSIGNED PARTIES do hereby certify that, (1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this AGREEMENT, (2) the parties hereto are legally authorized to perform the required duties of the AGREEMENT, and (3) this AGREEMENT has been duly authorized by the governing body of the LOCAL GOVERNMENT.

EXECUTED this _____ day of _____, 2022.

Signed: GISD

Signed: SFISD

Dr. Jerry Gibson, Superintendent
Date:

Dr. Kevin M. Bott, Superintendent
Date:

District Points of Contact:

GISD Contact:
TBD
Title: Chief of Police

SFISD Contact:
By: Ruben Espinoza
Title: Chief of Police