

INTERLOCAL AGREEMENT

BY AND BETWEEN

ODYSSEY ACADEMY

AND

GALVESTON INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement, ("Agreement") made and entered into and effective as of _____, 2021 ("Effective Date") pursuant to the Texas Inter-local Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the Odyssey Academy, located in the city of Galveston, Texas, Galveston County and the Galveston Independent School District, ("District"), an independent school district, located in the city of Galveston, Galveston County, Texas, each being organized and existing under the laws of the State of Texas.

WITNESSETH

WHEREAS, the Odyssey Academy desires to have adequate emergency response provisions in place in the event of an emergency "Critical Incident" that may involve an evacuation and reunification; and,

WHEREAS, an "Order of Campus Evacuation" requires that all students and staff immediately evacuate the Odyssey Academy Campus; and,

WHEREAS, the Superintendent of Odyssey Academy, may determine it is necessary for the campuses to seek a sanctuary location for safety; and,

WHEREAS, the Superintendent of Odyssey Academy finds that public interest is benefited by having an Agreement for emergency response and disaster management in place prior to the occurrence of an emergency to assure prompt response for evacuation and reunification; and

WHEREAS, the Galveston Independent School District shall provide Burnet Elementary for a temporary sanctuary use under limited circumstances during a critical incident involving an evacuation and reunification; and

WHEREAS, pursuant to the Act/Agreement, the Odyssey Academy is authorized to contract with eligible entity to perform functions and services; and

WHEREAS, the Galveston Independent School District is an eligible entity under the Act/Agreement

and desires to collaborate with the Odyssey Academy on the terms described herein; and

WHEREAS, both parties agree that the respective rights, duties and obligations, regarding this joint project are as specified on this Inter-local Agreement; now therefore and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties are as follow:

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Odyssey Academy and Galveston Independent School District to provide an alternate Evacuation and/or Student/ Parent Reunification Site in the event of an emergency or other significant incident where the school's primary reunification site is unavailable or assist with transportation as possible. The entire Odyssey Academy community is very grateful for this partnership to support school safety for students, staff, and parents.

This agreement between Odyssey Academy and Galveston Independent School District is important to ensure parents can be reunited with their student(s) in an efficient and safe manner in the event school must dismiss prematurely or in an alternative way.

FACILITIES

The Galveston Independent School District agrees to provide to the Odyssey Academy, Burnet Elementary School for emergency sanctuary and reunification. The intent of this Agreement is to provide temporary short-term refuge to students and staff. It is not the intent of the Odyssey Academy to operate a "Shelter of Mass Care". The Chief of Police for the Galveston Independent School District will oversee the operation at Burnet Elementary School, working in partnership with the Odyssey Academy's Superintendent/designee and Odyssey Academy's safety support from Galveston County Sherriff's Department.

MANAGEMENT AND UTILIZATION

Overall management and direction of this Agreement is assigned to the Superintendent or Chief of Police for Galveston I.S.D. and Superintendent or designee for Odyssey Academy. 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 Galveston I.S.D. and Odyssey Academy shall communicate officially and shall coordinate and expedite all actions relating to the Galveston I.S. D. and Odyssey Academy decision-making relating to the services.

PURPOSE

The purpose of this MOU will establish an alternate dismissal location in the event of an emergency. If this situation occurs, Odyssey Academy will contact Galveston Independent

School District to confirm that students may be relocated to the new site to begin a dismissal process reuniting students with their families and/or coordinate for bus transportation.

DEBRIEFING AND REPORTING

After the reunification occurs and terminates, both parties will discuss the process and if any changes need to be made for improvement in the event of another campus evacuation/reunification in the future.

COST

This MOU is not to be construed as a commitment for expenditures by either Odyssey Academy or Galveston Independent School District.

TERM OF AGREEMENT

This Agreement becomes effective upon signature by the authorized officials from the Odyssey Academy and the Galveston Independent School District and shall remain in force for a period of one year from the date of final execution and shall be automatically renewed annually for a one-year period, unless modified by mutual agreement of both parties and/or terminated by either Party upon providing sixty (60) days written notice to the other Party.

MISCELLANEOUS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed.

Any modification of this instrument shall be of no force and effect unless by a subsequent modification in writing signed by all parties hereto and agreed upon.

This Agreement shall bind and be for the sole and exclusive benefit of the respective parties and their legal successors. No one other than the Parties hereto shall have any rights under this agreement.

This Agreement shall be subject to and governed under the laws of the State of Texas.

In the event of any cause of action or claim asserted against either/or the Odyssey Academy or Galveston Independent School District, the Odyssey Academy will provide the other Party timely notice of such claim, dispute, or notice. Thereafter, to the extent allowed by law, the Odyssey Academy and/or the Galveston Independent School District shall each at their own expense, faithfully and completely defend and protect themselves against any liabilities arising from this claim, cause of action or notice.

MUTUAL AGREEMENT

Entire Agreement: This agreement sets forth the entire agreement between parties with respect

to the subject matter hereof, and prior, and all prior discussions, representation, 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, representative of each party to this Agreement.

Joint Severability: The phrases, clauses, sentences, paragraphs, or section of this Agreement are severable and, if phrase, clause, sentence, paragraph, or section of this 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.

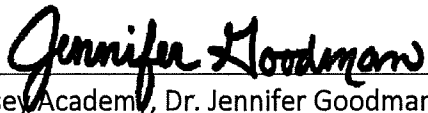
Venue: Venue of any dispute arising out of this Agreement shall be in Galveston County, Texas

Contact Information

Odyssey Academy
Dr. Jennifer Goodman
Superintendent
600 Gulf Freeway, Suite
110 Texas City, TX 77591
409-684-2351 Office
409-789-0534 Cell
jgoodman@odyssey-academy.com

Partner Name

Galveston Independent School District
District 3904 Avenue T
Galveston, TX 77550
409-766-5100
E-mail:



Odyssey Academy, Dr. Jennifer Goodman,

Date: _____

Galveston Independent School District

Date: _____

Signed by: _____
(Printed Representative's Name and Position)