

**INTERLOCAL AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF GALVESTON, TEXAS**

**AND**

**THE GALVESTON INDEPENDENT SCHOOL DISTRICT**

**REFUGE OF LAST RESORT**

This Interlocal Agreement, (“Agreement”) made and entered into and effective as of \_\_\_\_\_ 2021 (“Effective Date”) pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”), by and between the City of Galveston, Texas, (“City”), a municipal home-rule corporation, being located in Galveston County, Texas, and the Galveston Independent School District, (“District”), an independent school district, being located in Galveston County, Texas each being organized and existing under the laws of the State of Texas.

**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 Mayor of the City of Galveston may determine it is necessary for the City to operate a refuge of last resort solely to provide refuge to persons who are unable to evacuate the City as has been ordered; and,

**WHEREAS**, the City Council of Galveston finds that the public 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**, the District has Ball High School available for a temporary refuge of last resort use under limited circumstances during a mandatory evacuation of the City; and,

**WHEREAS**, pursuant to the Act, the City is authorized to contract with eligible entities to perform government functions and services; and

**WHEREAS**, the District is an eligible entity under the Act and desires to contract with the City on the terms described herein; and

**WHEREAS**, in accordance with the "Act," the City and District recognize that any payments for the performance of governmental functions or services are from available current revenues; 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:

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

I.  
**FACILITIES**

The District's School Board agrees to provide to the City of Galveston, Ball High School for emergency refuge of last resort.

The intent of this agreement is to provide temporary and limited refuge to individuals who are unable to evacuate the City as ordered. It is NOT the intent of the City to operate a "Shelter & Mass Care" facility as governed in the City of Galveston "Emergency Management Plan". Neither the City nor the District warrant the strength or safety of these buildings during an emergency. Both parties agree to require all individuals entering the refuge of last resort to sign a waiver acknowledging that the individual enters this refuge at his or her own risk. (Attachment "A"). Both parties agree that neither party is obligated to rescue or in any way attempt to transfer at risk individuals to this refuge of last resort.

II.  
**HOURS, PROVISIONS, AND STAFFING**

In the event the Mayor enacts this Agreement, the refuge will open no earlier than 24 hours prior to anticipate landfall and the refuge will close within 24 hours after landfall unless extended upon mutual agreed by both parties. District agrees to provide limited space in the cafeteria area of 11,000 square feet, not to exceed 40 square foot per person for a total occupancy load of 275 refugee's.

Any changes in this maximum occupancy limit should, where possible be ratified by amendments in writing executed by both parties. The District will provide a Site Engineer to open the refuge/building upon request.

The District is responsible for staffing the refuge site with a minimum of five employees and five law enforcement officers for a period not to exceed 24 hours prior to anticipate landfall and 24 hours after landfall. The Chief of Police for GISD will be in charge of the day-to day operation of Ball High School, working in partnership with the Galveston Fire Department and the Galveston Police Department.

The City is responsible for staffing the refuge site. The City will provide staffing, security, and limited provisions including available food and bedding if necessary. Staffing levels at the Shelter will consist of four Galveston Firefighters and three Galveston Police officers for security. In the event, the City request the District to provide meals and extra personnel to assist in operations of the shelter. The City acknowledges the District may not be able to provide any of these supplies or services. The District will submit a bill to the city for reimbursement of the requested assistance.

- The City will provide a minimum of 40 portable restrooms, post land fall and the Shelter-Of-Last Resort, to name Ball High
- The City will provide animal crates for the domestic animals, prior to land fall at the Shelter-Of-Last Resort, to name Ball High

### III.

#### **MANAGEMENT AND UTILIZATION**

Overall management and direction of this Agreement is assigned to the City Manager or designee for the City and Superintendent of Schools or designee for the District. 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 City and District shall communicate officially and shall coordinate and expedite all actions relating to the City's and District's decision-making relating to the services.

The City shall be authorized to request the refuge outlined above only after the Mayor declares a Local State of Disaster or Emergency in anticipation of wide spread destruction of property and as authorized by State and Federal Emergency Management procedures.

The City agrees to use its best judgment to place individuals that under such circumstances have no reasonable alternatives for refuge and in the City's opinion there exists no other refuge.

IV.  
**COST AND RECORDS**

The City agrees to pay all costs to operate the refuge from current revenues to the City. The District agrees to provide the refuge location at no cost to the City. The City and District agree to a collaboration with the process of seeking direct reimbursement from the Federal Emergency Management Agency of the United States and the State of Texas. In the event the District provides security or other personnel and supplies to assist the City, the District agrees to pay all costs from current revenues available to the District. The City agrees to reimburse District for costs that are not reimbursed directly to the District from the governmental agencies.

The City and District shall maintain records to show actual time involved in the provision of refuge services, and the cost incurred for the period of time specified. To the extent applicable to the service, the City and District shall cooperate in good faith to provide records satisfactory to the Federal and State government. (Attachment B) City Disaster tracking forms shall be used in tracking time, materials and equipment.

V.  
**INSURANCE**

The City of Galveston will provide general liability insurance, as required by the State of Texas for use of this facility as a refuge of last resort.

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

- City will provide insurance to GISD upon full execution of Agreement

VI.  
**TERM**

This Agreement becomes effective when fully executed by the City and GISD 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 the both parties or terminated by either Party upon providing a sixty (60) days written notice to the other Party.

VII.  
**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.

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. Any and all obligations and payments are due, performed, and payable in Galveston County, Texas.

Any judicial action under this agreement shall be done in the courts of the State of Texas, with venue in Galveston County.

Neither Party waives or relinquishes any immunity, limitation of liability, or defense on behalf of itself, its officers, employees or agents as a result of the execution of this Agreement and the performance of the covenants contained herein

Each Party hereto waives all claims against the other Party hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused by the sole negligence of an officer or employee of the other Party.

**IN TESTIMONY OF WHICH**, this Agreement, in duplicate originals, each having equal force, has been executed on behalf of the parties hereto as follows; to wit:

- a. It has, on the \_\_\_\_ day of \_\_\_\_\_, 2021, been executed on behalf of the City of Galveston by its City Manager, pursuant to a motion of the City Council authorizing such execution.
  
- b. It has, on the \_\_\_\_ day of \_\_\_\_\_, 2021, been executed on behalf of the District pursuant to a resolution of the Board authorizing such execution.

**EXECUTED effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021.**

ATTEST:

CITY OF GALVESTON, TEXAS

\_\_\_\_\_  
Janelle Williams, City Secretary

\_\_\_\_\_  
Brian Maxwell, City Manager

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

GALVESTON INDEPENDENT  
SCHOOL DISTRICT

\_\_\_\_\_  
Anthony Brown, School Board President

\_\_\_\_\_  
Jerry Gibson, Superintendent

\_\_\_\_\_  
Monica Wagner, School Board, Secretary

ATTACHMENT "A"

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**WARNING**

**The City of Galveston has declared an emergency and the City and/or County have declared a mandatory evacuation. The City/School District is now operating this refuge of last resort solely to provide refuge to persons who are unable or unwilling to evacuate the City as has been ordered. The City/School District does not warrant the strength or safety of this building during an emergency. Everyone entering this refuge does so at his or her own risk.**

**RISKS OF ENTERING THIS REFUGE OF LAST RESORT**

This building was not designed nor constructed to withstand the forces of nature that may be present in the hurricane, and may not be any more suitable for use as a refuge than your home or any other structures within the City. This building is being made available to the residents of the City of Galveston only because of the desire of the public to seek refuge from the storm.

- The City/School District is not making warranties of the suitability of this building for any particular purpose.
- In addition to the inherent dangers that could result from storm damage, such as the potential collapse of the building or the failure of any of its portions to withstand the force of the storm, there are other possible damages that could be sustained by individuals who elect to take refuge in this facility.
- The City /School District is making this building available to all who desire to use it and is not screening those seeking refuge in this facility.
- There may be individuals amongst the public using this facility who have a criminal intent to harm or misappropriate the

property of others and individuals with sicknesses that include, but are not limited to, mental disorders and contagious diseases which you may be exposing yourself to by electing to take refuge here.

- The City/School District cannot guarantee the availability of any needed outside assistance (which includes but is not limited to the police, the fire department and any emergency medical personnel) prior to, during, or after the storm.
- Other potential risks include, but are not limited to:
  - Death;
  - Internal injuries and crushed or broken bones resulting from structural damages to the facility;
  - Cuts and puncture wounds resulting from broken glass and flying debris;
  - Bruises, sprains, and cuts;
  - Animal and insect bites;
  - Infections;
  - Contracting an infectious disease;
  - Being victimized by a crime including, but not limited to, homicide, sexual assault, battery, or robbery; and
  - Incurring a mental disorder, such as, depression, anxiety, or post-traumatic shock syndrome.

I/We have received, read and understand the warning that is printed on this registration form and that is posted in the registration area. I am/We are aware of the dangers inherent in using this refuge of last resort. Notwithstanding the dangers, I/we want the City to allow us to seek refuge from the storm in this building, and **I/WE SHALL IN TURN INDEMNIFY AND HOLD THE CITY/SCHOOL DISTRICT HARMLESS FOR ANY AND ALL DAMAGES INCURRED BY US, INCLUDING THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER OR NOT THE NEGLIGENCE IS THE SOLE CAUSE OR CONCURRING CAUSE IN THE INJURY, DEATH OR DAMAGE.**



Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name: [Printed] \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone:

Home \_\_\_\_\_

Work \_\_\_\_\_

Mobile \_\_\_\_\_

Agreement of Accompanying Family Members:

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