

STATE OF TEXAS

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COUNTY OF GALVESTON

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**Interlocal Contract and Memorandum of Understanding between  
Galveston Independent School District and Galveston County, Texas**

**For Use of Crenshaw Facilities in time of Disaster**

**I. Introduction**

1.1 **Parties.** This Interlocal Contract and Memorandum of Understanding (Agreement) is entered into by and between the County of Galveston, Texas acting by and through its governing body, the Galveston County Commissioners Court (the “County”) and the Galveston Independent School District acting by and through its governing body, its Board of Trustees (the “District”), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

1.2 **Purpose.** The purpose of this Agreement is to memorialize the Parties’ understanding and agreement for use of the Crenshaw Elementary School and Middle School, including any adjacent parking areas (the “Facilities”), which are located on Bolivar Peninsula, for the County’s use of such Facilities for the sheltering of first responders, emergency management personnel, and County officials in the event of emergencies or disasters.

1.3 **Authority.** The Parties enter into this Agreement in accordance with, inter alia, the authority of: the Interlocal Cooperation Act, codified as Chapter 791 of the Government Code; the Texas Disaster Act of 1975, codified as Chapter 418 of the Government Code; and Chapter 421 of the Government Code (Homeland Security).

**II. Preamble**

2.1 **Whereas,** in the event of a natural or man-made disaster, the County may have the need to temporarily house County officials, emergency management personnel, and first responders post-landfall in the Facilities to facilitate the effective performance of emergency work to meet immediate threats to life, public safety, and improved property, and to facilitate the mitigation, response, and recovery from an emergency or disaster occurring within the unincorporated area of Galveston County;

2.2 **Whereas,** such emergency work includes, but is not limited to, search and rescue, debris removal, firefighting activities, and the temporary storage/locating the respective emergency management or first responder vehicles for such operations;

2.3 **Whereas,** the District and the County wish to enter into this Agreement to memorialize their mutual agreement with respect to such housing and to that end wish to enter into this Agreement.

**Now Therefore,** for and in consideration of the mutual covenants, obligations, and benefits hereunder, the Parties agree as follows:

### III. Terms and Conditions

3.1 **Recitations Contractual and True.** The provisions stated within the Introduction and Preamble above constitute contractual provisions of this Agreement and each Party represents and warrants on behalf of itself that such provisions are true and correct.

3.2 **Designation of Points of Contact.**

- a. County. The County designates the below positions as its' primary and secondary designees for the administration of this Agreement, provided however that the Emergency Management Coordinator is authorized to designate an additional designee in the event both persons listed below are unavailable:

Primary Designee:

Scott Tafuri, Emergency Management Coordinator  
Email: [Scott.Tafuri@co.galveston.tx.us](mailto:Scott.Tafuri@co.galveston.tx.us)  
Phone: (281) 309-5001

Secondary Designee (in event Primary Designee is unavailable):

Laura Norman, Deputy Emergency Management Coordinator –  
Email: [Laura.Norman@co.galveston.tx.us](mailto:Laura.Norman@co.galveston.tx.us)  
Phone: (281) 309-5013

- b. District. The District designates the below positions as its' primary and secondary designees for the administration of this Agreement, provided however that the Superintendent is authorized to designate an additional designee in the event both persons listed below are unavailable:

Primary Designee:

Matthew Neighbors, Ed. D, Superintendent of Schools  
Email: [matthewneighbors@gisd.org](mailto:matthewneighbors@gisd.org)  
Phone: (409) 766-5121

Secondary Designee (in event Primary Designee is unavailable):

Josette Rivas, Chief of Police, GISD Police Department  
Emergency Management Coordinator  
Email: [josetterivas@gisd.org](mailto:josetterivas@gisd.org)  
Phone: (409) 766-5824

3.3 **Collaborative Efforts and use of NIMS.** The Parties each agree to work collaboratively and cooperatively to coordinate the services and housing provided hereunder as expeditiously and

economically as is reasonably prudent under the circumstances. Each Party further agrees to comply with the National Incident Management System (NIMS) in the performance of this Agreement.

**3.4 District Obligations.** In addition to the other terms and conditions stated herein, the District agrees as follows:

- That the District shall allow the County the use of the Crenshaw Elementary and Middle School, 416 State Highway 87, Crystal Beach, Texas, including any parking for such schools, which collectively referred to herein as the “Facilities”, in accordance with this Agreement;
- That the County’s use of the Facilities is to temporarily house County officials, emergency management personnel, and first responders post-landfall in the Facilities and this Agreement is not for a shelter to the public, it is for a base camp/forward operating base only;
- Upon written request of the County through the County’s designee to expeditiously make available portions of the Facilities available to the County for the County’s use;
- To grant entry to the County at 72-36 hours pre-landfall to enable the County and the District to pre-install and pre-stage any technology and equipment that the Parties mutually agree would enhance the post-disaster operations;
- To make available to the County, to the extent practicable, water, restrooms, wastewater, air conditioning, heating, and/or other utilities at the Facilities;
- To allow the County to utilize restrooms at the Facilities and kitchen areas, if any;
- Refer to Crenshaw Elementary Floor Plan-Attachment for areas of utilization;
- Areas throughout the building as indicated below:
- C283-Gym, A207-Lounge, A206, A203, A208WK/WR, A204 Conference room, A201 Office, B216 Clinic C213 WT/RM, E230 Cafeteria, E238/E240 Kitchen Area and E231 Stage, E247.
- To allow the County to utilize designated rooms or other designated areas for sleeping accommodations; Class rooms as indicated-A275, A274, A273A, A273, A270, A271, A272
- To notify the County at least 48 hours in advance of the District’s intent to reclaim all or any portion of the Facilities for the District’s exclusive use; and

- To cooperate with the County in the event the County seeks reimbursement of expenses incurred under this Agreement from the Federal Emergency Management Agency.

3.5 **County obligations.** In addition to the other terms and conditions stated herein, the County agrees as follows:

- In the event of an approaching and impending natural disaster, to notify the District at least 48 hours in advance of the County's post-storm need for the Facilities;
- In the event of natural or man-made disasters or emergencies that occur with little or no warning, to notify the District as soon as practicable under the circumstances of the County's need for the Facilities post-emergency or post-disaster;
- The County shall transport a portable generator and connect by quick-connect to the Facilities and the County is responsible for the generator and its respective fuel consumption while the County is occupying the Facilities;
- The County will provide a Certified Electrician to assist with the quick connection/conversion for the portable generator, post landfall
- That the County's use of the Facilities is to temporarily house County officials, emergency management personnel, and first responders post-landfall in the Facilities and this Agreement is not for a shelter to the public, it is for a base camp/forward operating base only;
- To County will provide a minimum of 6 portable restrooms, post landfall
- To provide meals for the County's occupants;
- To provide sleeping accommodations (i.e., cots, blankets, pillows) for the County's occupants;
- That the District is not responsible for the theft, loss, or damage to any vehicles or equipment belonging to the County and at the Facilities;
- In the event the County receives notification of the District's intent to reclaim all or any portion of the Facilities for the District's exclusive use, the County shall timely vacate from the Facilities or portions of the Facilities listed in the notification from the District;
- That the County shall be responsible for any loss or damage to District property caused by the intentional or negligent acts or omissions of the County's occupants;
- That the District does not warrant the suitability of the Facilities for their use by the County hereunder; and

- In the event of a federally declared disaster, to seek reimbursement from the Federal Emergency Management Agency for all services provided and costs incurred under this Agreement.

### 3.6 **Term and Termination.**

- a. Term. This Agreement shall be effective for one year beginning on June 1, 2023 and it shall automatically renew thereafter for one-year terms unless terminated by a Party as provided herein.
- b. Termination. If either Party wishes to terminate this Agreement during Hurricane Season (June 1 through November 30 of each given year), then the terminating Party shall provide at least sixty (60) days prior written notice to the other Party. If either Party wishes to terminate this Agreement at all other times (i.e., when it is not Hurricane Season), then the terminating Party shall provide at least thirty (30) days prior written notice to the other Party. For the purpose of termination, notice shall be provided in writing and may be sent by certified mail, return receipt requested, by facsimile transmission, or by email and shall be effective upon receipt by the receiving Party, or upon the expiration of three (3) days after deposit in the U.S. mail, properly addressed with proper postage affixed. The receiving Party agrees that it shall acknowledge receipt of the notice specifying the date upon which the notice has been received. Notice to the County shall be issued to the County Judge. Notice to the District shall be issued to the Superintendent.

3.7 **Non-Exclusive Use.** The Parties agree that the County's use of the Facilities hereunder is a non-exclusive use and thus the District may allow the State, other political subdivisions, or other governmental entities to use the Facilities including at those times in which the County is in occupancy. Provided however, that such other entities shall not interfere with the County's operations at the Facilities and the District agrees to designate the areas in which other entities may occupy the Facilities.

3.8 **Compliance with Applicable Laws and Other Agreements.** This Agreement is intended to facilitate emergency planning and response by the Parties. This Agreement does not supersede or negate any other agreement entered into by the Parties. The Parties shall comply with all Federal, State, and local laws, rules, orders, and ordinances applicable to the performance of services under this Agreement.

3.9 **Interlocal Cooperation Act.** As required by the Interlocal Cooperation Act, each Party agrees on behalf of itself as follows:

- That this Agreement has been authorized by the governing body of the Party;
- That each Party is paying for the performance of governmental functions or services hereunder from current revenues available to the paying Party;

- That the services and functions contracted for under this Agreement constitute governmental functions and services; and
- That each Party is authorized to enter into this Agreement under the Interlocal Cooperation Act.

3.10 **Entire Agreement.** This Agreement contains the entire agreement between the Parties. Any oral or written statements, agreements, promises, conditions, assurances, covenants, or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, not expressly set forth in this Agreement, shall be of no force or effect. The Parties rely solely upon the representation and terms and conditions stated in this Agreement and on no others.

3.11 **Amendment.** This Agreement may be amended only by written instrument duly authorized by the governing body of each Party and duly executed by each Party hereto

3.12 **Governing Law and Venue.** This Agreement shall be governed and construed by the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

3.13 **No Third Party Beneficiaries.** This Agreement inures only to the benefit of the Parties and their legal successors. This Agreement is not intended to create, does not create, and shall not be deemed or construed to create any rights or benefits in third parties.

3.14 **Immunity Retained.** No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

3.15 **Severability.** If any provision contained in this Agreement is held to be invalid by a court of competent jurisdiction for any reason, such invalidity shall not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

3.16 **Authority to Bind/Binding Effect.** Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all terms and provisions of this Agreement. This Agreement shall bind and benefit the Parties hereto and their legal successors.

3.17 **Disaster Powers Not Suspended.** Nothing in this Agreement limits the County Judge's authority during a declared disaster under Tex. Gov't Code Ch. 418.

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This Agreement is hereby **EXECUTED** by the Parties hereto in *Duplicate Counterparts*, each of which shall constitute an Original, to be effective as specified herein.

**County of Galveston, Texas,**  
**by:**

**Galveston Independent School District,**  
**by:**

\_\_\_\_\_  
Mark Henry, County Judge

\_\_\_\_\_  
Matthew Neighbors, Superintendent of Schools

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Date signed

\_\_\_\_\_  
Date Signed

ATTEST:

ATTEST:

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Dwight D. Sullivan, County Clerk

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Anthony Brown, Board President