

THE STATE OF TEXAS
CITY OF GALVESTON
GALVESTON COUNTY

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**INTERLOCAL AGREEMENT
DISASTER MANAGEMENT AGREEMENT**

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 6th day of September, 2024 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, **Galveston College** a college in Galveston County and organized under Chapter 130 of the Texas Education Code ("GC"), and the **Gulf Coast Center** (the "Center"), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended.

Purpose: This Interlocal Agreement sets forth a collaborative working agreement between the Center and GC should a catastrophic event or disaster occur. Gulf Coast Center and Galveston College recognize the vulnerability of the people located within Galveston County, Texas to a catastrophic event resulting in a mental health emergency due to natural or man-made causes. During such a mental health emergency, it may be necessary to screen, assess, and provide mental health support to students, staff members, and guests impacted by the catastrophic event.

The Catastrophic Mental Health Emergency services identified in this agreement will go into effect only if Galveston College declares a catastrophic mental health emergency and outside emergency counseling services to provide screening, assessment, and mental health supports are necessary.

RECITALS

WHEREAS, pursuant to the Act, the Center and GC are authorized to contract with eligible political subdivisions of the State of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, The Center is the Health and Human Services Commission (HHSC) designated mental health local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based behavioral health services for the residents Galveston County and;

WHEREAS, the Center, in collaborative partnership with GC, desires to provide mental health emergency services inclusive of screening, assessing, and providing mental health support to students, staff members, and guests impacted by a catastrophic event;

WHEREAS, The parties here desire to enter into an agreement to make Gulf Coast Center available for catastrophic mental health emergency response at a determined location under the direction of Galveston College;

NOW, THEREFORE, Gulf Coast Center and Galveston College; in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1 – CENTERS RESPONSIBILITY AND SERVICES

- a. Center will participate in GC's annual disaster response training.
- b. On the day of a catastrophic event resulting in a mental health emergency, Center will respond by text to confirm request of a deployment and anticipated arrival time.
- c. Center will provide qualified staff members whose training may include Critical Incident Stress Management and Psychological First Aid for Schools.
- d. Post event, Center will assist GC in establishing a Resiliency Center and maintaining supportive services with periodic re-evaluation of needs.

ARTICLE 2 – OBLIGATIONS OF GC

- a. Galveston College will include Gulf Coast Center in annual disaster response training.
- b. On the day of a catastrophic event resulting in a mental health emergency Galveston College will notify person(s) identified by Gulf Coast Center by phone call and text requesting deployment and assistance in response to the catastrophic mental health event at a specific location.
- c. Galveston College will arrange for an identified area for Gulf Coast Center staff to see individuals seeking mental health supports related to the event.
- d. Galveston College will supply or arrange for all equipment and an GC Counseling Liaison to coordinate security, crowd control, and other tasks, except as provided herein; and
- e. Post event, Galveston College will secure a location to house a Resiliency Center if needed to support the community.

ARTICLE 3 – POINTS OF CONTACT

(1) Deon Botha, Director of Counseling, will serve as the point of contact and liaison for Galveston College for requesting deployment of Gulf Coast Center for annual training and any catastrophic event resulting in a mental health emergency and any additional supports the college may need in relationship to the emergency. Denysse Guzman, Mental Health Coordinator, will serve as the secondary point of contact and liaison for Galveston College requesting deployment of Gulf Coast Center.

(2) Amanda Groller, Director of Innovative and Special Projects, will serve as the primary point of contact and liaison for Gulf Coast Center for all training and catastrophic mental health emergencies. In the event of a catastrophic mental health emergency, Amanda Groller, Director of Innovative and Special Projects, and Diane Manley, VOCA Program Manager, will also be notified simultaneously.

ARTICLE 4 - TERM AND TERMINATION OF AGREEMENT

This agreement becomes effective when approved by the President of Galveston College and Gulf Coast Center. This agreement may be cancelled by either party by giving 60 days' notice to the other party, otherwise it remains in effect for one year and shall automatically renew for additional one-year terms unless terminated as provided herein or by mutual written agreement of the parties. The Agreement shall be of no force or effective until approved in writing by the Chief Executive Officer of Gulf Coast Center.

ARTICLE 5 – LIABILITY

5.01 - No Personal Liability of Center. To the extent allowed by law the Center's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

5.02 - No Personal Liability of the GC. To the extent allowed by law, GC's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

ARTICLE 6 – MISCELLANEOUS

6.01 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

6.02 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Galveston College

4015 Avenue Q
Galveston, Texas 77550
409-944-4242
ATTN: Deon Botha

Gulf Coast Center

Felicia Jeffery, CEO
4444 W. Main
League City, Texas 77573
409-763-2373
Email: FeliciaJ@gulfcoastcenter.org

6.03 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston, Texas.

6.04 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

6.05 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by GC and the Center or their successors and permitted assigns.

6.06 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

6.07 - Authority to Bind GC. The person or persons executing and signing this Agreement on behalf of GC guarantee that they have been fully authorized to execute the Agreement and to legally bind GC to all the terms and provisions of the Agreement.

6.08 - Authority to Bind Center. This Agreement is not binding upon the Center unless and until it has been executed by the Chief Executive Officer.

6.09 - No Third-Party Beneficiary. Unless otherwise specifically stated in this Agreement, nothing in this Agreement is intended to, or shall be deemed or construed to, create any rights or remedies in any third party. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to create any rights of any inmate or duties or any responsibilities of Provider or Center with respect to such inmate.

6.10 - Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

This agreement may be executed by the parties in multiple originals on the dates set forth below following the authorized signature of the party representatives.

Gulf Coast Center

Galveston College

Felicia Jeffery, Chief Executive Officer
Gulf Coast Center
4444 West Main Street
League City, Texas 77573
FeliciaJ@gulfcoastcenter.org

W. Myles Shelton, Ph.D., President
Galveston College
4015 Avenue Q
Galveston, Texas 77550
mshelton@gc.edu

Date: _____

Date: _____

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF GULF COAST CENTER IN OPEN MEETING ON THE 24TH DAY OF JULY 2024

Rachel Griffiths
Secretary to the Board of Trustees