

**INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN THE CITIES OF AUSTIN AND GALVESTON FOR
SHORT-TERM SHELTER DURING A MANDATORY EVACUATION**

This AGREEMENT is entered into by and between the City of Austin, Texas (“Austin”) and the City of Galveston, Texas (“Galveston”) pursuant to the authority granted and in compliance with the provisions of the “INTERLOCAL COOPERATION ACT,” (“Act”) Chapter 791, Texas Government Code and under Chapter 421 (Homeland Security), Texas Government Code.

WITNESSETH

WHEREAS, the City of Austin has, at the request of the State of Texas, developed and implemented a regional Capital Area Hurricane Evacuation Shelter Hub plan ("Shelter Hub Plan") to receive evacuees from the Texas Gulf Coast, and,

WHEREAS, the State of Texas has requested that this Shelter Hub Plan accommodate evacuees with special transportation needs from pre-designated municipalities and counties including the City of Galveston and,

WHEREAS, the City of Austin activates that plan when requested by the State and coordinates shelter hub operations involving multiple counties, municipalities, school districts and other responding entities, and,

WHEREAS, Galveston 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 Galveston, with the exception of essential emergency personnel, immediately evacuate the City; and,

WHEREAS, Galveston intends to evacuate and transport approximately 3,700 residents with special transportation needs to mass care shelters at a remote location; and,

WHEREAS, Austin intends to provide short-term shelter for these Galveston residents subject to the terms and conditions as specified in this Interlocal Agreement; and,

WHEREAS, pursuant to the Act, Galveston is authorized to contract with eligible entities to perform government functions and homeland security services; and,

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

WHEREAS, in accordance with the Act, Galveston and Austin recognize that any payments for the performance of governmental functions or services are from available current revenues and the parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the transportation and shelter operations; 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. STATEMENT OF RESPONSIBILITIES:

CITY OF GALVESTON:

Galveston shall be responsible for providing or securing transportation for approximately 3,700 individuals seeking transportation to and from Austin during a mandatory evacuation, including the families of the bus drivers. Galveston will use its best efforts to provide bus transportation at the shelter location(s) to assist in transporting individuals within the City of Austin.

Transported individuals will have the opportunity to bring pets subject to certain conditions. Galveston will use its best efforts to require and/or provide animal carriers and animal supplies.

Galveston shall be responsible for collecting data and identifying individuals who seek transportation, including those individuals with medical special needs. The parties anticipate that the individuals with medical special needs will constitute less than 550 of the evacuees to be sheltered. Approximately 60 Galveston employees will assist and accompany these individuals being evacuated to Austin and will assist at the shelter(s). Galveston will not transport for sheltering under this Agreement individuals requiring extensive medical oversight or individuals receiving care in an institutional setting.

Within 60 days of the execution of this Agreement, and by April 1 of each year in which this Agreement is in effect, Galveston shall provide Austin a numerical summary of persons expected to be sheltered under this Agreement. The summary shall show the categories of evacuees (e.g., general population, city personnel and family, medical caretakers, medical special needs evacuees, etc.), the number in each category and residential origin. The summary shall be provided for planning purposes.

Galveston will use its best efforts to educate all residents seeking transportation to bring bedding, toiletries, prescription medication, and necessary mobility devices.

The University of Texas Medical Branch at Galveston (U.T.M.B.) by separate Agreement with Galveston will provide an emergency medical team for the triage of citizens being evacuated by Galveston, arrange transportation, and provide medical care en route and at the Austin designated shelter(s). U.T.M.B. and Galveston will arrange for and provide all necessary logistical support vehicles for the transportation of medical supplies and equipment.

Galveston agrees that should there be a need to shelter its residents after the termination of an evacuation order and Galveston can open its own local shelters, it will do so as soon as possible and will take back evacuees sheltered in Austin under this Agreement on a first priority basis.

Galveston agrees to cooperate with Austin in the process of seeking FEMA and State direct reimbursement for the services provided under this Agreement.

CITY OF AUSTIN:

Austin shall provide short-term shelter, to not exceed seven (7) calendar days, for approximately 3,700 Galveston residents requiring transportation provided by Galveston will be responsible, with assistance from Austin, in obtaining midterm housing for any evacuees who cannot return home within seven calendar days. Austin will operate appropriate shelter facilities and arrange for mass feeding and other appropriate support, either directly or through other entities as described in the shelter hub plan. Austin reserves the right to determine the number and location of shelter facilities. Austin will use its best efforts to locate Galveston residents in one shelter or in multiple shelters located in the same general vicinity. Austin will have sole authority to coordinate and implement these activities.

Austin will use its best efforts to provide “special needs” shelters and necessary care for individuals who require medical support services.

Austin will coordinate and provide shelter and necessary care including supplies for all transported pets. Austin will use its best efforts to locate animal shelters next to evacuation shelters.

Austin may provide certain services and resources delineated in this agreement through cooperating entities as described in the Shelter Hub Plan.

II. COSTS:

Galveston and Austin 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. Each Party agrees to cooperate in the process of seeking FEMA and State direct reimbursement for the services provided under this Agreement. In the event neither FEMA nor the State reimburses Austin for operation of the shelters, Austin agrees that any payment for the performance of services detailed in this Agreement shall be made from current revenues available.

III. MANAGEMENT OF SERVICES:

Galveston will use its best efforts to provide Austin sufficient advance notice of the Galveston's intent to declare a mandatory evacuation. The Galveston City Manager or designee shall be responsible for communicating its intent to implement this Agreement. Galveston will provide Austin timely notice of the number of buses and individuals being transported and the estimated time of arrival.

The Parties adopt the procedures set force in Attachment A as the procedures by which the Parties will communicate, coordinate and implement actions and responsibilities relating to the performance of this Agreement. The Parties agree to conduct an annual evaluation of the procedures to administratively make revisions to Attachment A so that a more efficient and effective operation may be achieved.

In the event that extraordinary or major modifications to the terms of this Agreement are necessary during the performance of this Agreement, direct communications shall be undertaken between the City Manager's of each city to establish the modifications. Minor or routine modifications shall be accomplished through the designated contract administrators.

IV. TERM OF AGREEMENT:

The term of this Agreement is one year commencing on _____, 2006 and continuing until _____, 2007 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) such terms, unless earlier terminated.

V. LIABILITY; NO WAIVER OF IMMUNITY:

To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement or amendment thereto. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder. Each party to this Agreement expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, not due to the negligence, fraud, or illegal conduct of the other party.

It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

In providing services under this Agreement, Austin is furnishing homeland security services and shall not be responsible for any civil liability arising from the furnishing of the services as provided by Section 421.062 of the Government Code.

VI. 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.

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.

State Law and Venue Determination. This Agreement shall be subject to and governed under the laws of the State of Texas. All Local, State and Federal laws shall supersede any provisions made in this Agreement. Any provision so effected will not negate the rest of the Agreement.

The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising from the Austin shelters shall be in Travis County, Texas.

Paragraph Headings. The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

Notice. Any notice required to be given hereunder shall be in writing and delivered to the addresses and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided herein may be changed at any time on prior written notice.

Austin: City Manager
City of Austin
P.O. Box 1088
Austin, Texas 78767-1088

Galveston: Galveston City Manager
Galveston of Galveston
P.O. Box 779

Galveston, Texas 77553
(409) 766-2150
Fax: (409) 763-4847

with copy to: Galveston City Attorney
Galveston of Galveston
P.O. Box 779
Galveston, TX 77553
(409) 797-3532
Fax: (409) 797-3531

Assignment: Neither party may assign this Agreement without the prior written consent of the other party.

This Agreement shall be administered by the appropriate persons, on behalf of the City of Austin and the City of Galveston, as appointed by them to perform such duties. Each party paying for the performance of governmental functions or services under this agreement, agrees that it will make those payments from current revenues available to the paying party and represents that there are sufficient current revenues to make such payments. The Parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the transportation and shelter operations.

THE PARTIES UNDERSTAND THAT THE AGREEMENTS MADE HEREIN WILL BE UNDERTAKEN DURING A TIME OF GRAVE PUBLIC EMERGENCY, THAT THE PARTIES' OBLIGATIONS ARE EXPRESSLY SUBJECT TO ALL ORDERS ISSUED BY LAWFUL AUTHORITY, THAT VEHICLES AND SHELTERS MAY BE DIVERTED OR DELAYED DEPENDING ON THE CONDITIONS AT THE TIME, AND THAT THE PARTIES CAN ONLY AGREE TO USE THEIR BEST EFFORTS TO FULFILL THIS AGREEMENT.

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 _____, 200__.

GALVESTON OF GALVESTON

CITY OF AUSTIN

By: Steve LeBlanc
Title: Galveston City Manager

By:
Title:

(Date)

(Date)