



Thursday, August 31, 2006

+ Back Print

**Public Safety and Emergency Management
RECOMMENDATION FOR COUNCIL ACTION**

ITEM No. 11

Subject: Approve negotiation and execution of an Interlocal Cooperation Act Agreement with Galveston County for short-term shelter during a mandatory evacuation.

Additional Backup Material

(click to open)

☐ **Agreement passed by
Galveston County**

For More Information: Otis Latin, Director, Office of Emergency Management, Public Safety and Emergency Management Department, 974-0450; Scott Swearingin, Office of Emergency Management, 974-0462.

Prior Council Action: A similar agreement with The City of Galveston was approved by Council on May 25, 2006.

This Interlocal Cooperation Act Agreement is between the City of Austin and the Galveston County for short-term shelter during a mandatory evacuation. 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. As part of that plan, the City of Austin has been asked to accommodate evacuees with special transportation and medical needs from the Galveston County area. The total number of evacuees covered by this agreement will be approximately 1,600. The short-term shelter(s) will not exceed seven (7) calendar days.

Under this Agreement, the Cities of Austin and Galveston will 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 will be made from current revenues available.

The term of this Agreement is one year unless terminated earlier by providing 90 days written notice.

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

This agreement is entered into by and between the City of Austin ("Austin") and the County of Galveston ("County") 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 Galveston County, 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 County desires to have adequate emergency response provisions in place in the event of a declared state of emergency and/or mandatory evacuation; and,

WHEREAS, an "Order of Mandatory Evacuation" requires the immediate evacuation of Galveston County, or certain municipalities and portions of the unincorporated areas of the County depending on the perceived risk; and,

WHEREAS, Galveston County intends to evacuate approximately 1,600 residents with special needs from these municipalities and unincorporated areas, and transport them to mass care shelters; and,

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

WHEREAS, pursuant to the Act, Galveston County 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 County of Galveston on the terms described herein; and,

WHEREAS, in accordance with the Act, Galveston County 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 multi-party Agreement 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:

COUNTY OF GALVESTON

Galveston County shall be responsible for providing or securing transportation for approximately 1,600 individuals seeking transportation to and from Austin during mandatory evacuation, including the families of the bus drivers. Galveston County 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 be allowed to bring pets, subject to certain conditions. Galveston County will use its best efforts to require and/or provide animal carriers and animal supplies.

Galveston County shall be responsible for collecting data for the purpose of 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 240 of the evacuees to be sheltered.

Galveston County will not transport for sheltering under this Agreement individuals requiring extensive medical oversight or individuals receiving care in an institutional setting.

The municipalities in Galveston County, by separate agreement with Galveston County, will with assistance from the State of Texas 2-1-1 Registry Program identify City residents who seek transportation, including those individuals with medical special needs, and will be responsible for loading passengers onto buses at their pre-designated pickup points. The County and Cities will provide travel supplies, if necessary. The County and Cities also will provide 35 County and City employees to accompany evacuees to Austin and to assist at the shelter. Staff support to be provided by the County and Cities will increase or decrease commensurate with the evacuee population, at the ratio of approximately one staff person per 50 evacuees.

The Galveston County Medical Reserve Corps, or other appropriate organization of medical care providers, by separate agreement with Galveston County, will provide an

emergency medical team for the triage of evacuees and will provide medical care en route and at the Austin shelter(s). Galveston County will arrange for and provide all necessary logistical support vehicles for the transportation of medical supplies and equipment.

Within 60 days of the execution of this agreement, and by April 1 of each year in which this Agreement is in effect, Galveston County will use its best efforts to provide Austin a numerical summary of persons expected to be sheltered under this Agreement for the purpose of pre-planning only. The summary shall show the categories of evacuees (e.g. general population, county and city personnel and families, medical caretakers, medical special needs evacuees, etc.), the number in each category, and residential origin.

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

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

Galveston County may provide certain services and resources delineated in this agreement through cooperating entities as described in the State of Texas Hurricane Evacuation and Mass Care Plan, and in the Galveston County Cooperative Emergency Management Plan.

Galveston County 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 1,600 Galveston County residents requiring transportation by the County to the Austin shelter(s). Galveston County will be responsible, with assistance from Austin, for obtaining midterm housing for any evacuees who cannot return home within seven calendar days. Austin will operate 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 County 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 County 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 County will use its best efforts to provide Austin sufficient advance notice of Galveston County's intent to declare a mandatory evacuation of all or portions of the County. The Galveston County Judge or designee shall be responsible for communicating the County's intent to implement this Agreement. Galveston County 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 forth 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 revise 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 Galveston County Judge and the Austin City Manager to establish the modifications. Minor modifications shall be accomplished through the designated contract administrators.

IV. TERM OF AGREEMENT:

The term of this Agreement is one year commencing on _____ and continuing until May 31, 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 the 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 of, or waiver of, any right under this Agreement will be effective unless it is evidenced in writing executed by an authorized representative of each party to this Agreement.

Relationship to other Agreements. This agreement enhances emergency management planning between the parties, and does not supersede or negate any other agreements heretofore entered into between the parties or between the City of Austin and the City of Galveston.

Severability. The phrases, clauses, sentences, paragraphs or sections 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 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 the 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, punctuations, 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 County: County Judge
 Galveston County Courthouse
 722 Moody
 Galveston, Texas 77550

With a copy to: Harvey Bazaman, Director
 Galveston County Legal Department
 123 Rosenberg, Suite 4127
 Galveston, Texas 77550

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 County 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; that 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 _____, 2006.

COUNTY OF GALVESTON

CITY OF AUSTIN

By: James D. Yarbrough
Title: County Judge

By:
Title:

Date:

Date: