

**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”), a home rule municipality, and the City of Galveston, Texas (“Galveston”), a home rule municipality, pursuant to the Interlocal Cooperation Act (“Act”), Chapter 791, Texas Government Code, the Texas Disaster Act of 1975, Chapter 418, Texas Government Code, and Chapter 421, Texas Government Code (“Homeland Security”).

**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;

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

**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 to accommodate general population evacuees;

**WHEREAS**, Galveston desires to have adequate emergency response provisions in place in the event of a declared state of emergency, disaster, and/or mandatory evacuation;

**WHEREAS**, Galveston intends to evacuate and transport approximately 1,200 residents with transportation needs to mass care shelters; and,

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

**NOW THEREFORE**, Austin and Galveston agree as follows:

**I. RESPONSIBILITIES OF THE PARTIES**

**A. CITY OF GALVESTON**

Galveston shall be responsible for providing or securing transportation for a maximum of 1200 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.

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Transported individuals will be allowed to bring pets, subject to certain conditions. Galveston will use its best efforts to require and/or provide animal carriers and animal supplies.

Galveston agrees that the sheltering is for general population evacuees, which may include evacuees with medical and functional needs. Galveston does not intend to transport individuals requiring care in an institutional setting or in a medical shelter to Austin under this Agreement.

Galveston will, with assistance from the State of Texas 2-1-1 Registry Program, be responsible for collecting data and identifying individuals who seek transportation, including those individuals with medical needs, and will be responsible for loading passengers onto buses at their pre-designated pickup points. Galveston will provide travel supplies, if necessary. Galveston, in collaboration with Galveston County, will provide triage of evacuees prior to departure from the departure hub and will provide for the necessary transportation of evacuees' medical supplies and equipment. Galveston does not anticipate sending individuals with known medical needs.

Galveston also will provide 35 City employees to accompany evacuees to Austin and to assist at the shelter(s). Staff support to be provided by Galveston will increase or decrease commensurate with the evacuee population, at the ratio of approximately one staff person per 50 evacuees.

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

The City of Austin will not provide dedicated City staff for the care of evacuee's enroute to the shelter or after departure from the shelter (i.e., in transit to and from the shelter). Within 60 days of the execution of this Agreement, and by April 1 of each year in which this Agreement is in effect, Galveston 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, city personnel and families, Medical and Functional Needs, caretakers, etc.), the number in each category, and residential origin.

Austin and Galveston agree that the evacuation and sheltering of evacuees is subject to the Americans with Disabilities Act of 1990.

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

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 shelters, it will do so as soon as possible and take back evacuees sheltered in Austin under this Agreement on a first-priority basis.

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Galveston 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 Cooperative Emergency Management Plan.

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

**B. CITY OF AUSTIN**

Austin shall provide short-term mass care sheltering, to not exceed five (5) calendar days, for a maximum of 1200 Galveston residents requiring transportation by Galveston to the Austin shelter(s). Galveston will be responsible, with assistance from Austin, for obtaining midterm housing for any evacuees who cannot return home within five (5) 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 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 necessary care for individuals who require medical and functional needs 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. Each Party hereunder agrees that its' obligations shall be paid from its' current revenues.

**III. MANAGEMENT OF SERVICES**

Galveston will use its best efforts to provide Austin sufficient advance notice of Galveston's intent to declare a mandatory of all or portions of Galveston. Galveston's City Manager or designee shall be responsible for communicating Galveston's intent to implement

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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 will adopt 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 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 Managers of each city to establish the modifications. Minor modifications shall be accomplished through the designated contract administrators.

**IV. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on June 1, 2016 (Effective Date) for a 12-month term and end on May 31, 2017. This Agreement will automatically renew on the anniversary date (each June 1st) for up to four (4) subsequent 12-month renewal terms unless either party gives written notice of its intent not to renew no later than March 15th in the year of the current term.

**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 officials, employees, and representatives pursuant to and within the scope of this Agreement or amendment hereto. 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 officials, employees or representatives 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.

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**VI. MUTUAL AGREEMENTS**

**A. 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.

**B. 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.

**C. 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.

**D. 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.

**E. 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.

**F. 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.

**G. 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.

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

Galveston: City Manager  
City of Galveston  
P.O. Box 779  
Galveston, Texas 77553

With copy to: Galveston City Attorney  
City of Galveston  
P.O. Box 779  
Galveston, TX 77553

**H. Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party.

**I. Administration and Activation.** This Agreement shall be administered by the appropriate persons, on behalf of Austin and 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.**

**J. Certification.** 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.

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This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in *duplicate* counterparts each of which shall be deemed to be an original, to be effective on the date specified herein.

**CITY OF GALVESTON**

By: \_\_\_\_\_  
Name: Brian Maxwell  
Title: City Manager

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

ATTEST:

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

**CITY OF AUSTIN**

By: \_\_\_\_\_  
Name: Marc A. Ott  
Title: City Manager

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

ATTEST:

\_\_\_\_\_  
Jannette Goodall, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office