

INTERLOCAL AGREEMENT

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the **City of Deer Park, Texas** (the "City"), acting by and through its governing body, and the **Deer Park Independent School District**, acting by and through its governing body. This Agreement is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and chapter 418 of the Texas Government Code (the Texas Disaster Act of 1975) to the extent each applies to this Agreement.

RECITALS:

The Parties hereto recognize the vulnerability of the people, communities and schools located within Deer Park, Texas, to damage, injury, and loss of life and property resulting from natural or man-made catastrophes, riots, or hostile military or paramilitary action, and other emergencies.

The full and effective utilization of the resources available to the City of Deer Park, Texas, and the Deer Park ISD is necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by disaster.

Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as the City of Deer Park and School District. Chapter 791 authorizes such entities to contract for emergency assistance, section 791.27; and such as those provided in chapter 418 of the Texas Government Code.

Section 418.107(c) of the Texas Government Code provides that a political subdivision may render aid to other subdivisions under mutual aid agreements.

The City of Deer Park, Texas and the Deer Park Independent School District, find that entering into an Interlocal Agreement for mutual aid serves a public purpose of the City of Deer Park and the Deer Park ISD.

The Parties hereto desire to enter into an agreement to provide mutual aid consistent with the mutual aid and emergency assistance plans developed by their emergency management agencies and approved by the governing bodies of the City of Deer Park and Deer Park ISD.

NOW, THEREFORE, the City of Deer Park, Texas, and Deer Park ISD, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.

The City and Deer Park ISD shall each appoint an Emergency Management Coordinator to take all steps necessary for the implementation of this Agreement.

II.

It shall be the duty of each Party to formulate emergency management plans and programs that incorporate the use of available resources, including personnel, equipment, buildings, and supplies necessary to provide mutual aid and emergency assistance.

This Agreement shall apply during emergency periods as declared by the Mayor or other authorized person. Typically, this emergency period would be for a category 4 or 5 hurricane where the Mayor has ordered an evacuation of the City but the emergency period could have resulted from a catastrophic event within the City. This Agreement shall apply to the dispatch of emergency service responses by either or both Parties in response to a disaster as that term is defined in section 418.004 of the Texas Government Code, and in response to actual and imminent incidents that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in larger number than are locally available in order to reduce, counteract, or remove the danger caused by the incident. This Agreement includes the provision of materials, supplies, equipment, and other forms of aid by and between the Parties including the staffing and equipping of emergency operations, and participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster.

In carrying out emergency management plans and programs, the Parties shall, insofar as possible, provide and follow uniform standards, practices and rules and regulations, including but not limited to the following:

- The South Campus High School will be the primary refuge-of-last resort for the citizens of Deer Park.
- The City and the School District will manage the refuge-of-last resort on a joint venture basis
- The City will furnish the following:
 - o Police protection
 - o EMT's for medical assistance
 - o Shelter management personnel
 - o Pet carriers
 - o Pet shelter
 - o Pet shelter personnel
- The School District will furnish the following:
 - o Food to feed 300 people for three days
 - o Food preparation personnel
 - o Shelter management personnel
- The City and School District will be financially responsible as follows:
 - o Personnel costs will be paid by the employer

- o Building operation costs will be paid by the School District
- The School District will allow the use of Clyde-Abshier Stadium parking lot for a Point of Distribution (POD) site contingent upon availability
- The City will furnish the following:
 - o POD manager
 - o Personnel to man the site and all related activities
 - o Security for the site
- The School District will furnish the following:
 - o Forklift
 - o Forklift operator
 - o Buses and drivers needed for evacuation transportation

It is acknowledged by both Parties that nothing in this Section or Agreement shall require or indenture either Party to alter any policy or procedure, to change, add or discontinue any service or service level, to purchase any item or equipment, or to otherwise encumber any expense.

As further set forth below, each Party shall coordinate the emergency responses within its scope of responsibility under this Agreement.

Either Party, when requested to provide mutual aid or emergency assistance, may take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof, provided however, the Party rendering aid (the "Responding Party") to the Party receiving assistance (the "Requesting Party") may withhold resources to the extent necessary to provide other necessary governmental functions for itself.

When a request for emergency assistance is received, law enforcement, fire, emergency response personnel, and other resources shall be subject to the command and control of their respective agencies. However, the respective agencies shall coordinate their emergency responses and resources through the emergency management authorities of the Requesting Party. Any request for aid shall specify the amount and type of resources requested. However, the Responding Party shall determine the specific resources furnished. The personnel and resources deployed by the Responding Party shall report to the officer in charge of the incident and report through the incident chain of command. The Responding Party shall be released by the Requesting Party when the reserves of the Responding Party are no longer required or when the resources are needed within the Responding Party's normal emergency service area.

Each request for mutual aid assistance shall be made through the Emergency Management Office of the Requesting Party, after approval by the Requesting Party's chief executive or governing body, to the Emergency Management Office of the Responding Party.

III.

Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits including health, property, motor vehicle, workers' compensation, disability, death, and dismemberment insurance for the other Party's employees and/or equipment. Nothing in this Agreement shall be construed as making the Requesting Party

responsible for wages, materials, logistical support, equipment, and related travel expenses incurred by the Responding Party.

IV.

The mutual obligations herein shall constitute full compensation for all services, and neither Party shall be entitled to any reimbursement for assistance hereunder. Neither Party shall have any liability for failure to expend funds to provide aid hereunder. Each Party understands and agrees that neither Party has certified funds under this Agreement, and neither Party shall have a cause of action for money against the other Party under this Agreement irrespective of the nature thereof. The sole remedy for failure to provide aid in accordance with this Agreement or for breach of any provision of this Agreement is termination.

V.

Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, neither the terms of Section III and Section IV, nor any other provision in this Agreement, shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

Pursuant to section 421.062 of the Texas Government Code, the Responding Party is not responsible for any civil liability that arises from any act or omission made within the course and scope of its functions to provide a service under this Agreement that is related to a homeland security activity. The Parties understand and agree that the Requesting Party does not assume civil liability under any theory of law for the actions of the Responding Party in providing services hereunder.

The condition of equipment provided hereunder is the sole responsibility of its owner. If the equipment is damaged or destroyed, the financial responsibility is the owner's and may be recovered through insurance acquired by the owner, or through any other resources available to the owner. The Requesting Party is not responsible for damage to equipment or injury to any person, or for the actions of the Responding Party.

VI.

This Agreement shall continue in force and remain binding on each Party until such time as the governing body of either the City or DPISD terminates this Agreement. The Parties mutually agree that the Party requesting termination shall notify the other Party, in accordance with the notice provision contained in Section VII, at least 90 days prior to any action taken to terminate this Agreement by either DPISD or the City.

VII.

Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited, enclosed in a wrapper with the proper postage affixed and duly certified, return-receipt requested, in a United States post office, addressed to DPISD or the City at the following addresses.

To DPISD: Deer Park Independent School District
Office of the Superintendent
203 Ivy
Deer Park, TX 77536

With a copy to:
Deer Park Independent School District
Office of Assistant Superintendent of Administration
302 Ivy
Deer Park, TX 77536

To the City: City of Deer Park, Texas
710 E. San Augustine
Deer Park, Texas 77536
P.O. Box 700
Attention: Office of the Mayor

City of Deer Park, Emergency Management
PO Box 700
Deer Park, TX 77536
Attention: Emergency Management Coordinator

VIII.

The Parties shall observe and comply with all applicable federal, Texas, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX.

The presiding officer of the governing body of each Party to this Agreement shall notify each Office of Emergency Management of the manner in which the Party is providing or securing an

emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information as requested.

X.

This Agreement should be construed in a manner consistent with the Texas Disaster Act of 1975, chapter 418 of the Texas Government Code, and the Texas Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as they may hereafter be amended. As used in this Agreement, the term "disaster" has the meaning given it in section 418.004 of the Texas Government Code.

XI.

Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Harris County, Texas.

XII.

This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements. Nothing in this Agreement shall be represented or construed to alter, supplant, or replace any other Mutual Aid Interlocal Agreement in place for events or incidents which do not rise to the definition of Disaster as that term is defined in section 418.004 of the Texas Government Code.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Deer Park Independent School District by a duly authorized representative of DPISD, and on behalf of the City of Deer Park, Texas, by an authorized representative of the City of Deer Park, Texas.

Attest Seal:

CITY OF DEER PARK, TEXAS

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: City Secretary _____

Title: Mayor _____

Date Signed: _____

Date Signed: _____

DEER PARK ISD

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____