

ORIGINAL

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
COMAL COUNTY AND ARANSAS COUNTY FOR SHORT-TERM
SHELTER DURING A MANDATORY EVACUATION

This AGREEMENT is entered into by and between Comal County ("Comal County") and the County of Aransas County ("Aransas County"), Texas 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, Comal County has, at the request of the State of Texas, developed and implemented a county shelter plan ("Shelter Plan") to receive evacuees from the Texas Gulf Coast; and,

WHEREAS, the State of Texas has requested that this Shelter Plan accommodate evacuees from pre-designated municipalities and counties including Aransas County; and,

WHEREAS, Comal County activates that plan when requested by the State and coordinates shelter operations involving multiple counties, municipalities, school districts and other responding entities; and,

WHEREAS, Aransas County 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" applicable to Aransas County would encourage that all persons in Aransas County with the exception of essential emergency personnel, immediately evacuate the county; and,

WHEREAS, in the event of such an Order of Mandatory Evacuation, Aransas County intends to evacuate and transport a maximum of 150 residents subject to the terms and conditions as specified in this Agreement, and,

WHEREAS, Comal County intends to provide short term shelter for these Aransas County residents subject to the terms and conditions as specified in this Agreement, and,

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

WHEREAS, Comal County is an eligible Agency under the Act and desires to contract with Aransas County on the terms described herein; and,

WHEREAS, in accordance with the Act, Aransas County and Comal County 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 reimbursements 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 Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

I. STATEMENT OF RESPONSIBILITIES

ARANSAS COUNTY

1. Aransas County shall be responsible for providing or securing transportation for a maximum of 150 individuals seeking transportation to and from Comal County during a mandatory evacuation, including the families of the bus drivers, which shall be included in the maximum number of 150 individuals.
2. Transported individuals will have the opportunity to bring pets subject to such conditions as may be established by Comal County, in its sole discretion; refer to Comal County Statement of Responsibility. Transported individuals are responsible for supplying pet care supplies, including food, for their animals, however, in the event supplies are needed, Aransas County shall make reasonable efforts to provide animal carriers and pet care supplies if such conditions warrant.
3. Aransas County shall be responsible for collecting data and identifying individuals who seek transportation, including those individuals with medical needs. The parties understand that Comal County does not operate a medical shelter and that any persons in need of a medical shelter shall seek refuge at such a facility.
4. Within sixty (60) days of the execution of this Agreement, and by April 1 of each year in which this Agreement is in effect, Aransas County shall provide Comal County a numerical summary of persons expected to be sheltered under this Agreement.
5. Aransas County will use its best efforts to educate all residents seeking transportation to bring bedding, toiletries, prescription medications, and necessary mobility and functional needs devices.
6. Aransas County agrees that if there is a need to shelter residents after the termination of an evacuation order and Aransas County can open its own local shelters, it will do so as soon as possible. Aransas County further agrees that evacuees sheltered in Comal County under this Agreement will have priority over any other persons, with the exception of first responders, in obtaining spaces at Aransas County's shelters.
7. Aransas County shall provide transportation for said residents. Aransas County will work with state and federal officials to obtain housing for any evacuees who cannot return home within the allotted seven (7) calendar days, or agreed extension date.
8. Aransas County agrees to appoint one representative to serve as Liaison with the Comal County Emergency Management Coordinator to coordinate sheltering. Aransas County shall advise Comal County, in writing, in accordance with Section VI. of the identity and contact information for the Liaison.

9. Aransas County agrees to cooperate with Comal County in the process of seeking FEMA and State direct reimbursement for the services provided under this Agreement.

COMAL COUNTY

1. Comal County shall provide short-term shelter, not to exceed seven (7) calendar days, for a maximum of 150 Aransas County residents. Said seven-day period may be extended only upon the mutual agreement of Comal County and Aransas County in writing. Comal County will operate appropriate shelter facilities and arrange for mass feeding and other appropriate support, such as functional needs support services on a case-by-case basis.
2. Comal County will coordinate and provide alternate shelter and necessary care for companion pets. Service animals will be accommodated on a case-by-case basis.
3. Comal County, in its sole discretion, may provide certain services and resources delineated in this Agreement through cooperating entities as described in the Shelter Plan.

II. COSTS:

Aransas County and Comal County 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, without limitation, all legal and financial obligations of the parties and 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 Comal County for operation of the shelters, Comal County agrees that any payment for the performance of services detailed in this Agreement shall be made from current revenues available to the paying party.

III. MANAGEMENT OF SERVICES:

1. Aransas County shall provide Comal County with notice no later than two hours after the issuance of an order of mandatory evacuation. The Aransas County Judge or the County Judge's designee shall be responsible for communicating Aransas County's intent to implement this Agreement. Aransas County shall provide Comal County with timely notice of the number of buses and individuals being transported and the estimated time of arrival.
2. The County Judge of Aransas County and the County Judge of Comal County shall develop and agree upon procedures by which employees and officials of Aransas County and of Comal County will communicate, coordinate and implement the actions and responsibilities relating to the performance of this Agreement. The parties agree to conduct an annual evaluation of said procedures and amend same as necessary to achieve more efficient and effective performance of this Agreement.
3. 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 County Judge of Comal County and the County Judge of Aransas County to establish the modifications.

IV. TERM OF AGREEMENT:

The term of this Agreement is one year commencing on August 11, 2016, and continuing until July 10, 2017. Thereafter this Agreement shall annually renew, unless terminated as provided herein. Either party to this Agreement may terminate this Agreement, at any time, by providing written notice of termination to the other party at least sixty (60) days in advance of the effective date of termination. In addition, either party to this Agreement may notify the other party to this Agreement that the notifying party chooses not to renew this Agreement, in which case this Agreement shall terminate at the end of the then-current one-year term. Notification shall be made in writing sixty (60) days prior to non-renewal of Agreement.

V. LIABILITY; NO WAIVER OF IMMUNITY:

1. 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 and any 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 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 that occurs as a consequence of the performance of this Agreement and that is not due to the negligence, fraud, illegal conduct or tortious conduct of the other party.
2. Each party to this Agreement shall, at its sole expense, maintain in full force during the term of this Agreement, a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than Three Hundred Thousand dollars (\$300,000) to cover maximum liability of the party under the Texas Tort Claims Act.
3. Each party and its respective officers, directors, employees and agents do not waive any sovereign or governmental immunity available under Federal or Texas law and do not waive any available defenses or remedies at law under Federal or Texas law.

VI. MUTUAL AGREEMENTS:

1. **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 waiver of any right under a provision of this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement.
2. **Severability.** If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
3. **State Law and Venue Determination.** This agreement is entered into under and pursuant

to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

4. **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.
5. **Understanding and 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.
6. **No Third-Party Beneficiaries.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Comal County and Aransas County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Comal County and Aransas County and not for the benefit of any other party.
7. **Counterparts.** This Agreement and any related documents and any amendments hereto or thereto may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
8. **Survival.** Upon the expiration or termination of this Agreement for any reason, the obligations of the parties hereunder shall thereupon cease, but the provisions of this Agreement which confer rights upon either party and which limit or delineate the responsibility of either party shall remain in effect as to the parties, conduct prior to expiration or termination of this Agreement.
9. **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 signed receipt. The addresses provided herein may be changed at any time on prior written notice.

Comal County: Sherman Krause, County Judge (or successor)
 150 N. Seguin Ave.
 New Braunfels, TX 78130

Aransas County: C. H. "Burt" Mills, Jr., County Judge (or successor)
 301 N. Live Oak Street
 Rockport, TX 78382

10. **Assignment.** Neither party may assign this Agreement without prior written consent of the other party.
11. **This Agreement shall be administered by the appropriate persons, on behalf of Comal**

County and Aransas County, as appointed by Comal County and Aransas County, respectively, 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.

12. 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 DELYAED 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 property with the statutory functions and programs of the parties to this Agreement, (2) the parties hereto are legally authorized to perform the required duties of this Agreement, (3) this Agreement has been duly authorized by the governing body of the local government, and (4) the person signing this Agreement has full authority to execute this Agreement on behalf of the party that he or she represents and bind said party in accordance with the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement the late date written below.

Passed and approved by the Comal County Commissioners Court this _____ day of August, 2016.

Sherman Krause, County Judge

Attest:

Passed and approved by the Aransas County Commissioners Court this 1st day of August, 2016.



C. H. "Burt" Mills, Jr., County Judge



Attest: