

INTERLOCAL AGREEMENT TO ESTABLISH FAMILY ASSISTANCE CENTER LOCATION FOLLOWING PUBLIC SAFETY INCIDENT

THIS INTERLOCAL AGREEMENT TO ESTABLISH A FAMILY ASSISTANCE CENTER LOCATION FOLLOWING A PUBLIC SAFETY INCIDENT ("Agreement") is entered into between the Thrall Independent School District named herein-below (the "District"), and Williamson County, Texas, a political subdivision of the State of Texas ("County"). In this Agreement, the District and the County are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, a Public Safety Incident (PSI) is defined as an incident, disaster, or public health emergency that poses a risk to student safety and/or where more human deaths have occurred than can be managed with local or regional resources;

WHEREAS, after a PSI, a Family Assistance Center (FAC) can be established as a means to provide a safe, secure, centrally located place for family members and students of the PSI to obtain information and a range of support services,

WHEREAS, the District desires to establish a FAC prior to a PSI affecting the District;

WHEREAS, both the County and the District have a mutual need to respond to relief efforts during PSIs affecting the public health and safety of local residents;

WHEREAS, such cooperation is considered to be in the public interest; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County may assist the District and obtain reimbursement for such assistance; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.

PURPOSE

The purpose of this Agreement is for the District to secure, if available, the Williamson County Exposition Center ("Expo Center") as a temporary FAC for purposes of providing

a safe, secure, centrally located place for family members of potential victims to search for their loved one or to seek information about their loved one's location and condition, as well as to obtain a range of support services in the immediate aftermath of a PSI affecting the District. The Parties acknowledge the intent of this Agreement is not to authorize the use of the Expo Center as a primary or secondary shelter in response to a PSI.

II

EFFECTIVE DATE, TERM AND TERMINATION

- A. Effective Date and Term.** The term of this Agreement shall commence upon the last Party's execution hereof and shall continue until September 30, 2025, and thereafter will automatically be renewed on an annual basis for subsequent fiscal year starting October 1, 2025 and each subsequent October 1st until terminated as set out hereinbelow.
- B. Termination.** Either Party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) business day's written notice to the other Party.

III.

STATEMENT OF RESPONSIBILITIES

A. General.

The Parties mutually acknowledge and agree the District will generally manage operations and provide necessary staff to include but not be limited to operations staff, shelter management, law enforcement, and support staff as necessary to safely use the Expo Center for purposes of a FAC. As such, the District agrees that any advance payment for services detailed in this Agreement directly related to use of the Expo Center shall be made from the District's current revenues available, and the County may seek reimbursement of advanced costs pursuant to Paragraph B. below.

B. Reimbursement of Costs.

The County and the District agree to cooperate in seeking direct reimbursement from the Federal Emergency Management Agency ("FEMA") and the State of Texas ("State"), when such reimbursement is available. If the County provides services, personnel, security, supplies, or otherwise incurs costs to assist the District during its

use of the Expo Center, the District shall reimburse the County for all eligible costs that are not reimbursed directly by FEMA or the State.

If FEMA or the State denies reimbursement, or reimburses only a portion of the costs incurred, the District shall remain responsible for reimbursing the County for any balance of actual costs not covered. Both Parties shall maintain accurate records of time, services, and expenses incurred, and shall cooperate in good faith to provide documentation required by FEMA, the State, or the County to support reimbursement claims.

The County shall submit an itemized invoice, with supporting documentation, to the District within thirty (30) days following the conclusion of emergency operations. The District shall remit payment within thirty (30) days of receiving a complete and accurate invoice. Reimbursement shall be based on actual costs incurred, and payment shall be governed by Chapter 2251 of the Texas Government Code.

C. County's Responsibilities.

The County agrees to the following:

1. Expo Center Manager or his/her designee will serve as the primary point of contact between the District and County for FAC planning and operations;
2. Determine and designate appropriate facilities at the Expo Center for use by the District as a FAC in response to a PSI affecting the District to the extent such facilities are available and not in use by County or other authorized third parties;
3. Upon District's notification of a PSI or request to use facilities at the Expo Center and provided such facilities are available and not in use by County or other authorized third parties, make available facilities at the Expo Center designated for District's use as a FAC for a temporary and reasonable amount of time under the circumstances; and
4. Provide staff, when available, to support facility oversight, security, maintenance, and janitorial operations.

D. District's Responsibilities.

The District agrees to the following:

1. Designate a point of contact that shall serve as the District's primary point of contact for all FAC planning and operations;

2. Provide the County with advanced notice of potential FAC operation situations or impending requests to use Expo Center facilities as a FAC in response to a PSI affecting the District, along with detailed information of the potential PSI situation, the number of individuals that District would like to place at the Expo Center for the FAC operations, the length of time estimated for FAC operations, and any other details that would be needed by County in order to determine availability of facilities at the Expo Center;
3. Provide all necessary personnel, supplies, equipment, assets, or other items to support the District's use of facilities at the Expo Center as a FAC;
4. Manage and provide all FAC operations and provide staff to safely operate within facilities at the Expo Center to include but not be limited to operation staff, shelter management, law enforcement, and support staff as necessary; and
5. Act as lead in submitting request(s) for reimbursement to Federal and State government(s) in relation to any costs that may be reimbursed by FEMA or the State;
6. Cooperate with the Williamson County Auditor in relation to reimbursement of costs to the County by the District.

IV.

GENERAL PROVISIONS

A. No Waiver of Immunity.

To the extent authorized under Texas law, 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.

B. Authority.

This Agreement is made under the authority conferred in Chapter 791, *Texas Government Code*.

C. Severability.

The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

D. Assignment.

Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

E. Cooperation.

The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

F. Entire Agreement.

This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

G. No Agency Relationship.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Agreement.

H. Amendments.

Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

I. Applicable Law and Venue; Mediation.

This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas. The parties expressly agree to work out any disputes informally and shall attempt mediation prior to pursuing any claim(s) in court.

J. Counterparts; Effect of Partial Execution.

This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

THRALL INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____