

**CITY OF GALVESTON
AND
GALVESTON HOUSING AUTHORITY**

**LETTER OF UNDERSTANDING
MUTUAL ASSISTANCE- MANDATORY EVACUATION**

This letter of understanding is entered into this 14 day of May 2009, between the City of Galveston (CITY) and the Galveston Housing Authority (GHA), to provide for an outline of the anticipated mutual assistance that each party will deliver during City of Galveston declared mandatory evacuation(s).

GALVESTON HOUSING AUTHORITY

1. GHA shall provide the Island Community Center 4700 Broadway Ave. as a location to schedule and transport mass transit evacuees during a declared mandatory evacuation. These services are to be provided solely during a declared mandatory evacuation and the City will use its best efforts to provide GHA advance notice of such declaration.
2. GHA will provide one or more staff members to assist the City in implementing transportation. GHA agrees to supervise and monitor the use of the Center including opening and securing the Center.
3. GHA will continue to encourage GHA housing residents to register for and utilize GHA transportation rather than City mass transit during mandatory evacuation.
4. GHA and City shall request pre-positioning of Galveston County EMS Services at the Center during these mandatory evacuation events.
5. GHA shall provide the City storage space at the Center, within the onsite storage building to allow for **limited** water and evacuation supply pre-positioning.

CITY OF GALVESTON

1. City Staff will assist GHA in servicing the use and cleanup of site. The City staff may also assist GHA in the final closure/ securing of the Community Center. The City assumes no liability or responsibility for any vehicle parked at the Island Community Center or other personal property left in the vehicles or at the Community Center.
2. The Police Department shall provide law enforcement protection of the site and control in the adjacent parking lot. The parking lot protection will be to provide crowd control and private as well as mass transit vehicle movement coordination.

3. The City will provide for the pre-positioning of water and other supplies to the Community Center Storage facility and to move the supplies as necessary to the Community Center itself as deemed necessary.

4. The City agrees to allow GHA to temporarily store their vehicles with the City at emergency storage locations identified by separate mutual assistance agreements based upon available space. GHA agrees to provide the City a list of vehicles identifying the vehicle type and vehicle identification number. The City does not warrant the safety of these vehicles nor does the City assume any obligation associated with the temporary storage of these vehicles.

5. The City agrees, to the best of its ability and at the request of GHA, to provide temporary and limited shelter for designated GHA essential personnel who remain to assist the City during the mandatory evacuation pursuant to the City activating its essential personnel temporary shelter agreements. However, GHA personnel should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The City may specify only self-sufficient personnel and resources in its request for assistance. The City does not warrant the strength or safety of these buildings during an emergency. GHA agrees to provide a list of essential personnel (by position) who will seek temporary shelter with the City.

6. If there are residents of the GHA housing facilities that do not evacuate using GHA provided transportation, and if evacuation mass transit is still available, these residents may also avail themselves of City evacuation mass transit. There shall be no guarantee of these services.

7. In the event mass evacuation transportation is not available, the City to **the best of** its ability and with resources available may transport GHA residents to the Refuge of Last Resort provided the City has activated the Refuge Agreement with G.I.S.D. The City and G.I.S.D. do not warrant the strength or safety of these buildings during an emergency and the City does not guarantee the safety of any individual who seeks refuge. It is NOT the intent of the City to operate a "Shelter & Mass Care" facility.

MUTUAL UNDERSTANDINGS

Term of Agreement:

This Agreement becomes effective when fully executed by the City and GHA and shall remain in force for a period of one year from the date of final execution and shall be automatically renewed for a one year period, unless modified by mutual agreement of both parties, or terminated by either Party upon providing ninety (90) days written notice to the other Party.

Amendments:

This agreement can be amended or replaced by mutual agreement of both parties. Amendments must be submitted in writing to the other party and will become a part of the original agreement when written acceptance of the amendment has been received by the originating party.

Compliance with All Applicable Laws:

Both parties shall observe and comply with all Federal, State, and local laws, rules, ordinances and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this Agreement.

Legal Considerations:

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 signatories acknowledge that they have the legal rights to enter into this agreement.

Liability:

The Parties agree that each shall be responsible for its own actions and those of its Staff members or other authorized personnel 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.

It is further understood that each Party assumes responsibility and liability for all equipment used by the Party providing services under this Agreement. The City assumes no responsibility and does not warrant the safety of GHA personnel seeking temporary shelter with the City nor does the City accept any responsibility for vehicles temporarily stored with City equipment and vehicles.

Management of Services:

Overall management and direction of this Agreement is assigned to the City Manager or his designee for the City and the Executive Director for the GHA. These designated officials warrant that they are authorized to approve and direct the provision of services under this Agreement, except where by City Charter or State law, the City Council or Mayor and/or GHA are required to act. These officials shall be responsible for coordinating all aspects of the entities work in providing the services. They shall ensure that the services and the tasks related thereto are completed expeditiously and economically, and shall be the contact person through whom the City and GHA shall communicate officially, and shall coordinate and expedite all actions relating to the City's and GHA's decision-making relating to the services.

Immunity Retained:

No Party waives or relinquishes any immunity, limitation of liability, or defense on behalf of itself, its officers, employees and agents as a result of its execution of this Agreement and the performance of the covenants contained herein.

Waiver of Claims Against Parties:

Each Party hereto waives all claims against the other Party hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer or employee of the other Party.

This agreement shall not be construed to be for the benefit of any third party.

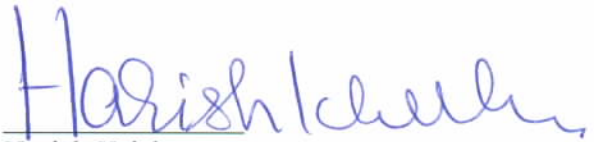
Venue:

The Parties intent is to avoid all disputes under this Agreement. In the unlikely event that there is a dispute it shall be resolved in Galveston County, Texas under the laws of the State of Texas.

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.

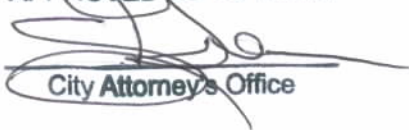


Steve Leblanc
City Manager
City of Galveston



Harish Krishnarao
Executive Director
Galveston Housing Authority

APPROVED AS TO FORM


City Attorney's Office