

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE
UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON AND THE CITY OF
GALVESTON FOR INTERLOCAL EMERGENCY SERVICES DURING A MANDATORY
EVACUATION (AGREEMENT).

This First Amendment to the AGREEMENT is entered into by and between the University of Texas Medical Branch at Galveston, a component institution of the University of Texas System, which is an agency of the State of Texas ("U.T.M.B."), and the City of Galveston ("CITY"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

WHEREAS, the City desires to have adequate medical personnel at City sponsored evacuation sites, and at City sponsored shelters; and,

WHEREAS, the Parties have previously entered into an Agreement wherein U.T.M.B. agreed to provide medical personnel at City sponsored evacuation sites and at City sponsored shelters; and,

WHEREAS, the terms of original said Agreement was for one year commencing on April 1, 2006 and continuing until March 31, 2007; and,

WHEREAS, the Parties have previously extended the Agreement. There is a continued need for a provider for medical personnel at City sponsored evacuation sites and at City sponsored shelters; and,

WHEREAS, the Parties desire to extend the Agreement 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; and,

WHEREAS, the Parties agree that the other terms and conditions as set forth in "Exhibit A", that document entitled "*Interlocal Emergency Services During A Mandatory Evacuation*" attached hereto and fully incorporated herein, shall remain in full force and effect.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties herein, it is agreed as follows:

1. Term of Agreement shall read:

This Agreement becomes effective when fully executed by the City and the University of Texas Medical Branch 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.

2. All other terms, conditions and provisions set forth in the attached document herein "Exhibit A" and entitled "*Interlocal Emergency Services During a Mandatory Evacuation*" shall be fully incorporated herein and shall remain in full force and effect.

3. This First Amendment to the 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.

EXECUTED this 2 day of June, 2011.

CITY OF GALVESTON

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

By: [Signature]

By: [Signature]

Title: City Manager

Title: William R. Elger, CPA
Executive Vice President and
Chief Business and Finance Officer

6-2-11
(Date)

6/30/11
(Date)

Content Reviewed
[Signature]

APPROVED AS TO FORM

APPROVED AS TO FORM

[Signature]

4/1/06
STW
4/1/2006

COUNCIL APPROVED

Exhibit "A"

Date 5-23-06
Sig [Signature]

Contract No. _____

INTERLOCAL COOPERATION ACT AGREEMENT

EMERGENCY SERVICES DURING A MANDATORY EVACUATION

This AGREEMENT is entered into by and between the University of Texas Medical Branch at Galveston, a component institution of the University of Texas System, which is an agency of the State of Texas ("U.T.M.B."), and the City of Galveston ("CITY") pursuant to the authority granted and in compliance with the provisions of the "INTERLOCAL COOPERATION ACT," Chapter 791, Texas Government Code Annotated.

WITNESSETH

WHEREAS, the City 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" requires that all persons in the City of Galveston, with the exception of essential emergency personnel, are ordered to immediately evacuate the City; and,

WHEREAS, the City intends to evacuate and transport approximately 3,500 residents with special transportation needs to a Mass Care Shelter at remote locations; and,

WHEREAS, the Mayor of the City of Galveston may determine it is necessary for the City to operate a local refuge of last resort solely to provide refuge to persons who are unable or unwilling to evacuate the City as has been ordered; and,

WHEREAS, essential emergency City of Galveston employees will remain in the City during the mandatory evacuation; and,

WHEREAS, the City Council of Galveston finds that the public interest is benefited by having a contract for emergency response and disaster management in place prior to the occurrence of an emergency, to assure prompt response; and

WHEREAS, U.T.M.B. intends to provide to assist during evacuation and transportation, at the refuge of last resort, at the remote City-sponsored shelters, and at the City of Galveston employee shelter, pursuant to the University's Disaster Management Incident Command System Structure; and,

WHEREAS, pursuant to the Act, the City is authorized to contract with eligible entities to perform government functions and services; and

WHEREAS, U.T.M.B. is an eligible entity under the Act and desires to contract with the City on the terms described herein, and

WHEREAS, in accordance with the "Act," the City and U.T.M.B. recognize that any payments for the performance of governmental functions or services are from available current revenues; and

WHEREAS, the parties agree that the respective rights, duties, and obligations, regarding this joint project are as specified in this Interlocal Agreement, now therefore.

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

I. STATEMENT OF RESPONSIBILITIES:

CITY:

The City shall be responsible for collecting data for individuals who seek transportation during a mandatory evacuation, including those individuals with special medical needs who require ambulatory transportation. The City shall be responsible for providing or securing transportation for individuals seeking transportation to a remote mass care facility determined by separate agreement or at the direction of the State of Texas. The City and G.I.S.D. will enter into a separate agreement designating locations for a refuge of last resort. The City shall be responsible for arranging a local shelter for City of Galveston essential emergency personnel.

U.T.M.B.:

U.T.M.B. shall provide an emergency medical team for the following: triage of citizens being evacuated by City arranged transportation and for providing medical care en route; City-sponsored shelters at remote locations; shelters of last resort, and, City of Galveston essential emergency personnel shelter. U.T.M.B. shall be responsible for medical services at these locations and will provide all necessary employees, supplies, and equipment.

U.T.M.B. shall also assist the City at the time of transport with determining any special medical needs or assistance that individuals may need to have addressed as part of their transportation.

II. COSTS:

The City and U.T.M.B. 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.

City shall be responsible for securing or maintaining, in their own name or the name of their employees, all authorizations, licenses, certificates, credentials or other documents required by law to provide the emergency services contemplated by this Agreement. For purposes of this Agreement, emergency services shall mean securing evacuation and ambulatory transportation, refuge of last resort, mass care facility, and employee shelter.

U.T.M.B. shall be responsible for providing medical services, reasonable and necessary supplies and equipment, and for securing or maintaining in their own or the name of their employees, all authorizations, licenses, certificates, credentials or other documents required by law to provide the medical services contemplated in this agreement.

III. TERM OF AGREEMENT:

The term of this Agreement is one year commencing on 4/1, 2006 and continuing until _____, 2007 unless earlier terminated by providing 90 days written notice. Therefore, subject to each of the parties written consent, this Agreement, shall renew for 1-year terms up to a total of five (5) such terms, unless earlier terminated.

IV. INDEMNIFICATION

To the extent authorized by the Constitution and laws of the State of Texas, U.T.M.B. agrees to hold CITY and its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of U.T.M.B. of the acts or omissions of others under U.T.M.B.'s supervision or control.

To the extent authorized by the Constitution and laws of the State of Texas, CITY agrees to hold the State of Texas, the Board of Regents of the University of Texas System, U.T.M.B. and its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of CITY of the acts or omissions of others under CITY's supervision or control.

V. MUTUAL AGREEMENTS

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, or waiver of any right under, this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement

Joint Severability. The phrases, clauses, sentences, paragraphs or section 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.

Venue. Venue of any dispute arising out of this agreement shall be in Galveston County, Texas.

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.

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.

Corporate Authority. The parties signing this Agreement on behalf of U.T.M.B. and CITY represent to each other that this Agreement and the transactions contemplated in this Agreement and the execution and delivery of this Agreement have been duly authorized by all necessary governing bodies, corporate, partnership, or trust proceedings and actions, including, but not limited to, actions on the part of the directors, officers, and agents of U.T.M.B. and the CITY pursuant to section 791.001 et seq. of the Texas Government Code.

Home Rule Municipality. The CITY is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including The City Charter and The City Code. U.T.M.B. acknowledges that the CITY may only act through its City Council or a duly authorized representative of City Council, and that any act or an employee or officer of the CITY that is not duly authorized is void.

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.

U.T.M.B.: Vice President for Business and Administration
The University of Texas Medical Branch
301 University Blvd.
Galveston, Texas 77555-0126
409.772.6454
409.772.1724 (fax)

with copy to: Karen Sexton, R.N., Ph.D., CHE
Vice President and Chief Executive Officer
for Hospitals and Clinics
The University of Texas Medical Branch
301 University Blvd.
Galveston, Texas 77555-0518

with copy to: C. Joan Richardson, M.D.
The University of Texas Medical Branch

301 University Blvd.
Galveston, Texas 77555-0526

CITY: City Manager
City of Galveston
P.O. Box 779
Galveston, Texas 77553
(409) 766-2150
Fax: (409) 763-4847

with copy to: City Attorney
City of Galveston
P.O. Box 779
Galveston, TX 77553
(409) 797-3532
Fax: (409) 797-3531

Assignment: Neither party may assign this Agreement without the prior written consent of the other party.

Force Majeure: Neither party shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of UTMB or CITY and which by the exercise of due diligence UTMB or CITY is unable, wholly or in part, to prevent or overcome.

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, (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.

EXECUTED this 23 day of March, 2006

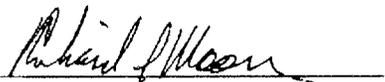
CITY OF GALVESTON

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON



By: Steve LeBlanc
Title: City Manager

3-23-06
(Date)

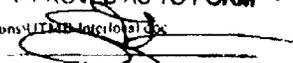


Richard S. Moore
Vice President for Business and
Administration
APR 3 2006

(Date)

APPROVED AS TO FORM 5

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City Attorney

Content reviewed




April 13, 2006

Charlie Kelly
Emergency Manager
Coordinator
THE CITY OF GALVESTON
P.O. Box 779
Galveston, Texas 77553

Re: **Emergency Services During a Mandatory Evacuation Interlocal Cooperation
Act Agreement**

Dear Mr. Kelly:

Per your request and on behalf of Karen Sexton, Vice President and Chief Executive Officer for UTMB Hospitals and Clinics, enclosed please find one original, fully executed Inter-local Cooperation Act Agreement for Emergency Services During a Mandatory Evacuation

Sincerely,

Pamela Quintanilla
Legal Secretary to
JOE GALVAN, J.D., M.B.A.
Attorney

Enclosure

**INTERLOCAL EMERGENCY SERVICES
DURING A MANDATORY EVACUATION
EXTENSION AND RENEWAL OF AGREEMENT**

This First Extension and Renewal of Agreement ("Renewal") is made and entered into by and between The City of Galveston, Texas ("City") and The University of Texas Medical Branch at Galveston ("UTMB"), effective as of March 31, 2007.

RECITALS

- A. On March 23, 2006, UTMB and City entered into an Interlocal Agreement (the "Agreement") having a term commencing effective April 1, 2006, and ending on March 31, 2007, wherein UTMB agreed to provide medical personnel at City sponsored evacuation sites, and at City-sponsored shelters.
- B. UTMB and City now wish to extend the term of the Agreement through March 31, 2009.

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the parties agree as follows:

1. Pursuant to Section III of the Agreement, the parties hereby agree to renew the Agreement for a two-year term, and the term of the Agreement shall now extend from April 1, 2007 through March 31, 2009.
2. All other provisions set forth in the original Agreement and not in conflict with this Renewal will remain in full force and effect. The parties agree that execution of this Renewal by both parties is effective to extend the term of the Agreement such that any conditions for renewal contained in the Agreement are hereby waived. The parties agree that in the event of any conflict between any provisions of this Renewal and any provision of the Agreement, the provisions of this Renewal will control.

IN WITNESS WHEREOF, UTMB and City have caused this Renewal to be executed by their authorized representatives to be effective as of March 31, 2007, regardless of the date of execution.

CITY OF GALVESTON

By: _____

Title: City Manager

Date: June 10, 2008

THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON

By: _____

Lawrence E. Revill
Vice President of Finance

Date: JUN 03 2008

Approved as to Form

Contract Reviewed

**INTERLOCAL EMERGENCY SERVICES
DURING A MANDATORY EVACUATION
SECOND EXTENSION AND RENEWAL OF AGREEMENT**

This Second Extension and Renewal of Agreement ("Renewal") is made and entered into by and between The City of Galveston, Texas ("City") and The University of Texas Medical Branch at Galveston ("UTMB"), effective as of March 31, 2009

RECITALS

- A. On March 23, 2006, UTMB and City entered into an Interlocal Agreement (the "Agreement") having a term commencing effective April 1, 2006, and ending on March 31, 2007, wherein UTMB agreed to provide medical personnel at City sponsored evacuation sites, and at City-sponsored shelters.
- B. Effective March 31, 2007, UTMB and City extended the Agreement through March 31, 2009.
- C. UTMB and City now wish to extend the term of the Agreement through March 31, 2011.

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the parties agree as follows:

- 1. Pursuant to Section III of the Agreement, the parties hereby agree to renew the Agreement for a two-year term, and the term of the Agreement shall now extend from April 1, 2007 through March 31, 2011.
- 2. All other provisions set forth in the original Agreement and not in conflict with this Renewal will remain in full force and effect. The parties agree that execution of this Renewal by both parties is effective to extend the term of the Agreement such that any conditions for renewal contained in the Agreement are hereby waived. The parties agree that in the event of any conflict between any provisions of this Renewal and any provision of the Agreement, the provisions of this Renewal will control.

IN WITNESS WHEREOF, UTMB and City have caused this Renewal to be executed by their authorized representatives to be effective as of March 31, 2009, regardless of the date of execution.

CITY OF GALVESTON

By: [Signature]

Title: CITY MANAGER

Date: 4/14/09

THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON

By: [Signature]

William R. Elger, CPA
Executive Vice President and
Chief Business and Chief Finance Officer

Date: 4/6/09

[Signature]
Approved as to Form

Content Reviewed
[Signature]

**TEMPORARY SHELTER FOR CITY OF GALVESTON
ESSENTIAL PERSONNEL AND EMERGENCY EQUIPMENT
THIRD EXTENSION AND RENEWAL OF AGREEMENT**

This Third Extension and Renewal of Agreement ("Renewal") is made and entered into by and between The City of Galveston, Texas ("City") and The University of Texas Medical Branch at Galveston ("UTMB"), effective as of May 31, 2009.

RECITALS

- A. On June 1, 2006, UTMB and City entered into an Interlocal Agreement (the "Agreement") having a term commencing effective June 1, 2006, and ending on May 31, 2007, wherein UTMB agreed to provide (1) temporary and limited shelter for essential personnel of City who remain in the City during an emergency, and (2) temporary placement of essential emergency equipment during such emergencies.
- B. Effective May 31, 2007, UTMB and City extended the Agreement through May 31, 2008.
- C. Effective May 31, 2008, UTMB and City extended the Agreement through May 31, 2009.
- D. UTMB and City now wish to extend the term of the Agreement through May 31, 2011.

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the parties agree as follows:

- 1. Pursuant to Section VI of the Agreement, the parties hereby agree to renew the Agreement for a one-year term, and the term of the Agreement shall now extend from June 1, 2008 through May 31, 2011.
- 2. All other provisions set forth in the original Agreement and not in conflict with this Renewal will remain in full force and effect. The parties agree that execution of this Renewal by both parties is effective to extend the term of the Agreement such that any conditions for renewal contained in the Agreement are hereby waived. The parties agree that in the event of any conflict between any provisions of this Renewal and any provision of the Agreement, the provisions of this Renewal will control.

IN WITNESS WHEREOF, UTMB and City have caused this Renewal to be executed by their authorized representatives to be effective as of May 31, 2009, regardless of the date of execution.

CITY OF GALVESTON

By: _____

Date: _____

THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON

By: _____

William R. Elger, CPA
Executive Vice President and
Chief Business and Finance Officer

Date: _____

Approved as to Form

Content Reviewed