

## **OLSONVILLE ICE CREAM CORPORATION USE OF FACILITY AGREEMENT**

**WHEREAS**, the City of Olsonville, Texas, as part of its disaster readiness plan, anticipates suffering widespread and severe damage to property and imminent threat of loss of life resulting from natural or manmade disasters; and

**WHEREAS**, as part of its disaster readiness plan, the Mayor of the City of Olsonville, Texas, will declare a local disaster in the City of Olsonville; and

**WHEREAS**, due to the scale of the disaster in the City of Olsonville the City of Olsonville will assume responsibility for providing necessary items to the victims of the disaster; and

**WHEREAS**, the Olsonville Ice Cream Corporation has agreed to assist the City in its Disaster Recovery effort to reduce the suffering of some of the victims during a declared disaster; and

This agreement is made and entered into between the City of Olsonville (the "City") and Olsonville Ice Cream Corporation (the "Company") to provide ice to persons in Olsonville and to serve as a distribution point for items to reduce the suffering of the victims of the disaster.

### **TERMS**

The City and the Company desire to reach an understanding that will result in making Company facilities available to City to store and distribute ice and other essentials to persons in Olsonville affected by a declared disaster. It is mutually agreed between the parties as follows:

1. The Company offers the use of its physical facilities located at 2468 \_\_\_\_\_ Olsonville, Texas, as a storage facility and distribution location for bags of ice and other essentials to be provided to persons in Olsonville affected by a declared disaster.
2. The Company agrees to provide the following resources for a period during a declared disaster:
  - a. Storage facility for the bags of ice to be distributed;
  - b. Facility to be used as a distribution location for essentials necessary to alleviate the suffering of the victims of the declared disaster; and

- c. At least one employee to open and close the facility and assist the City in the distribution of the ice and other essentials to the victims of the declared disaster

3. The City will seek reimbursement from the federal government for expenses incurred by the Company in providing the facilities and services if the Company seeks reimbursement. The City will not guarantee or promise the Company that all or any of its expenses will be reimbursed. It is the responsibility of the Company to maintain complete and accurate records of its expenses.

4. The City will provide persons to distribute ice and other essentials to the victims of the declared disaster.

5. The City will provide security and traffic control at the facility during the time the facility is being used to distribute ice to the victims of the declared disaster.

- 6. The point of contact for the Company shall be:

Name:  
Title:  
Address:  
Phone Number:

- 7. The point of contact for the City shall be:

Name:  
Title:  
Address:  
Phone Number:

Entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20

**OLSONVILLE ICE CREAM CORPORATION**

\_\_\_\_\_  
President

**CITY OF OLSONVILLE, TEXAS**

Mayor