

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the KATY INDEPENDENT SCHOOL DISTRICT ("School District").

RECITALS:

WHEREAS, the parties wish to outline their responsibilities in providing points of distribution during or after a disaster, as defined by Section 418.004 of the Texas Government Code; and

WHEREAS, County and School District believe it is in their best interests to enter into this Agreement to facilitate the provision of services to the citizens of Fort Bend County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

SECTION 1 PURPOSE

The purpose of this Agreement is to outline the responsibilities of the parties in providing points of distribution during or after a disaster. The points of distribution shall be located at School District campuses agreed upon jointly by County and School District that are best suited to meet the needs of the citizens of Fort Bend County at the time of a disaster.

SECTION 2 RESPONSIBILITIES OF COUNTY

2.1 County shall provide supplies or coordinate delivery of supplies to the designated points of distribution.

2.2 County shall provide sufficient personnel and equipment to conduct the distribution of supplies at the designated points of distribution. This includes, as necessary, the distribution of supplies, the provision of security, and the provision of traffic control.

SECTION 3
RESPONSIBILITIES OF SCHOOL DISTRICT

3.1 School District shall identify the areas of the agreed upon School District campuses that may be used as points of distribution.

3.2 School District shall allow County access to and use of the designated points of distribution.

SECTION 4
TERM

The term of this Agreement shall be for three (3) years from the date of execution of the last party hereto. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

SECTION 5
INSURANCE AND LIABILITY

5.1 County and School District are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

5.2 Each party is solely responsible for the actions and omissions of its employees and officers.

SECTION 6
NOTICES

6.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

6.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Office of Emergency
Management

Attn: Deputy Emergency Management Coordinator
307 Fort Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: Katy Independent School District
Attn: John Bremer
6301 S. Stadium Lane
Katy, Texas 77494

6.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 6.1 and 6.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

6.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

6.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION 7 **MISCELLANEOUS**

7.1 Each party shall make payments from current revenues available to the party.

7.2 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

7.3 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

7.4 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

7.5 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

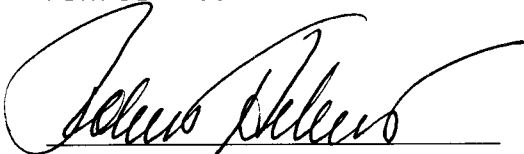
7.6 This Agreement cannot be assigned by either party.

7.7 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

7.8 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 2 day of September, 2014.

FORT BEND COUNTY



Robert E. Hebert, County Judge

9-2-2014

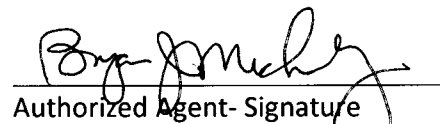
Date

ATTEST:



Dianne Wilson, County Clerk

KATY INDEPENDENT SCHOOL
DISTRICT



Authorized Agent- Signature

Bryan Michalsky

Authorized Agent- Printed Name

Board President

Title

6-23-14

Date

