

AN ORDINANCE 2017-11-02-0853

**RATIFYING AGREEMENTS AND EXPENDITURES FOR EMERGENCY  
PROCUREMENT TO PROVIDE ASSISTANCE TO VARIOUS TEXAS  
ENTITIES DURING THE HURRICANE HARVEY RESPONSE.**

\* \* \* \* \*

**WHEREAS**, on August 23, 2017, in preparation of Hurricane Harvey, expected to cause catastrophic flooding and destruction, the State of Texas requested the City to establish emergency shelters for Hurricane Harvey evacuees; and

**WHEREAS**, on August 24, 2017, a local state of disaster was declared for the City of San Antonio and all Suburban Cities in Bexar County, pursuant to Chapter 418.108(a) of the Texas Government Code; and

**WHEREAS**, the City established emergency shelters for persons displaced by the disaster, and received requests from and provided aid to Aransas County, the City of Houston, and the City of Aransas Pass through the execution of Mutual Aid Agreements with those entities; and

**WHEREAS**, the purchases made and aid provided in response to requests of the State and Texas entities' devastated by Harvey resulted in a total cost to date of \$653,594.00 to the City; and

**WHEREAS**, the City expects to receive 100% reimbursement of these expenses from the Texas Department of Emergency Management, resulting in no impact to City operational funds; and

**WHEREAS**, it is now necessary to ratify the agreements and expenditures made for emergency procurement to provide assistance to various Texas entities during the Hurricane Harvey response; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The declaration of local state of disaster is ratified and attached as **Exhibit 1**. The agreements and expenditures listed below, made for emergency procurement to provide shelter to displaced persons and assistance to various Texas entities during the Hurricane Harvey response, are ratified. Copies of the agreements are attached as **Exhibit 2**.

(1) A lease agreement with the Port Authority of San Antonio for the emergency use of the property located at 333 Morris Witt Avenue, San Antonio, TX 78226, for sheltering hurricane evacuees for a cost of \$5.00.

(2) A lease agreement with the Port Authority of San Antonio for the emergency use of the property located 391 Industrial Park Drive, San Antonio, TX 78226 for sheltering hurricane evacuees for a cost of \$5.00.

(3) A lease agreement with the LCG Stout Drive, LLC for the emergency use of property located at 4958 Stout Drive, Unit B, San Antonio, TX 78219 for sheltering hurricane evacuees for a cost of \$104,689 plus \$40,000 security deposit.

(4) A lease agreement with LIT Industrial Texas Limited Partnership for use of property located at 5003 Stout Drive, San Antonio, TX 78219 for sheltering hurricane evacuees for a cost of \$144,798 plus \$22,437 for utility expenses.

(5) An amendment with Angel Staffing commencing July 1, 2017 through June 30, 2019, allows for emergency medical personnel staffing in an amount of \$72,367.25.

(6) Certification of Exemption Forms to contract with Trane Building Services in the amounts of \$126,598 to provide HVAC services at the emergency shelter located at 333 Morris Witt Avenue, \$87,447 to provide HVAC services at the emergency shelters located at 4958 Stout Dr., 3201 E. Houston Animal Shelter 1, and 3201 E. Houston Animal Shelter 2, and \$49,232 to provide labor, materials, and freight to prepare three sites for rented equipment installation.

(7) An amendment to an agreement with VIA Metropolitan Transit to provide paratransit services during an emergency event for a cost of \$6,016.

(8) An Inter-Jurisdictional Mutual Aid Agreement between County of Aransas, Texas and the City of San Antonio to provide mutual aid in the form of personnel, equipment, and other resources during Hurricane Harvey recovery.


(9) An Inter-Jurisdictional Mutual Aid Agreement between City of Aransas Pass, Texas and the City of San Antonio to provide mutual aid in the form of personnel, equipment, and other resources during Hurricane Harvey recovery.

(10) An Inter-Jurisdictional Mutual Aid Agreement between City of Houston, Texas and the City of San Antonio to provide mutual aid in the form of personnel, equipment, and other resources during Hurricane Harvey recovery.

**SECTION 2.** Funds 2205680001 and 29820001 are designated for use in the accounting for the fiscal transaction in authorization of these contracts for the expenditures associated with the Hurricane Harvey response in the total amount to date of \$653,594.00.

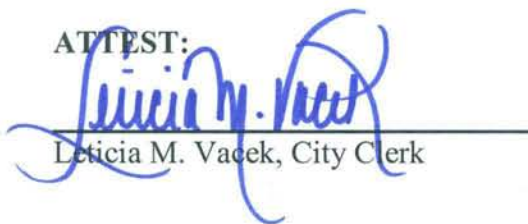
**SECTION 3.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise it is effective on the tenth day after passage.

***PASSED AND APPROVED*** on this the 2<sup>d</sup> day of November, 2017.



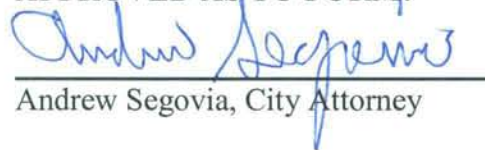
M A Y O R  
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



<b>Agenda Item:</b>	<b>18 ( in consent vote: 4, 5, 6, 7, 9A, 9B, 11, 13, 14, 15, 18, 19, 20 )</b>						
<b>Date:</b>	11/02/2017						
<b>Time:</b>	09:23:25 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance ratifying agreements and expenditures for emergency procurement to provide assistance to various Texas governmental entities during the Hurricane Harvey response. [Erik Walsh, Deputy City Manager; Charles N. Hood, Fire Chief]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2	x					
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				



**EXHIBIT 1**

**TO AN ORDINANCE**

**RATIFYING AGREEMENTS AND EXPENDITURES FOR EMERGENCY  
PROCUREMENT TO PROVIDE ASSISTANCE TO VARIOUS TEXAS  
ENTITIES DURING THE HURRICANE HARVEY RESPONSE.**

**DECLARATION OF LOCAL STATE OF DISASTER**



August 24, 2017

The Honorable Greg Abbott  
Governor of Texas  
c/o State Coordinator  
Texas Division of Emergency Management (TDEM)  
Texas Department of Public Safety  
5805 North Lamar Blvd.  
Austin, Texas 78752-4422

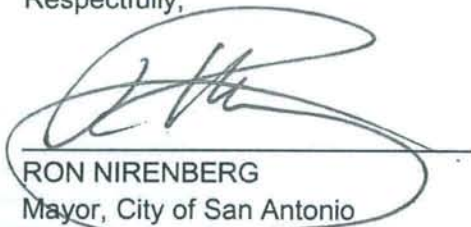
Dear Governor Abbott,

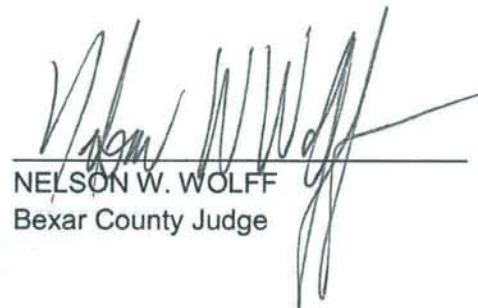
As a result of Hurricane Harvey that occurred on August 24, 2017, Bexar County, the City of San Antonio, and all Suburban Cities in Bexar County are currently facing tremendous physical and economic loss.

It is our belief that the substantial hurricane damage constitutes a public health and safety hazard for Bexar County, the City of San Antonio, and all Suburban Cities in Bexar County. We have determined that the severity and magnitude of this disaster is beyond the capability of Bexar County, the City of San Antonio, and all Suburban Cities in Bexar County to effectively recover from without supplementary State and Federal assistance. Additionally, we certify that Bexar County, the City of San Antonio, and all Suburban Cities in Bexar County do not have sufficient resources to provide long-term recovery for our residents. We are requesting that you issue the appropriate directives to deal with this request.

Your assistance in this emergency matter, as it affects the health and safety of our residents, would be appreciated.

Respectfully,

  
RON NIRENBERG  
Mayor, City of San Antonio

  
NELSON W. WOLFF  
Bexar County Judge

Enclosure:

Local Disaster Declaration for Bexar County and the City of San Antonio, August 24, 2017

## DECLARATION OF DISASTER

**WHEREAS**, Bexar County, the City of San Antonio, and all Suburban Cities in Bexar County have suffered widespread or severe damage, and loss of property resulting from Hurricane Harvey that occurred on August 24, 2017; and

**WHEREAS**, the County Judge of Bexar County, and the Mayor of San Antonio have determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property;

**NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF THE COUNTY OF BEXAR AND THE MAYOR OF THE CITY OF SAN ANTONIO:**

**Section 1.** That a local state of disaster is hereby declared for the County of Bexar, the City of San Antonio and all Suburban Cities in Bexar County, pursuant to Chapter 418.108(a) of the Texas Government Code.


**Section 2.** Pursuant to Chapter 418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by consent of the Commissioners Court of the County of Bexar and City Council of San Antonio.

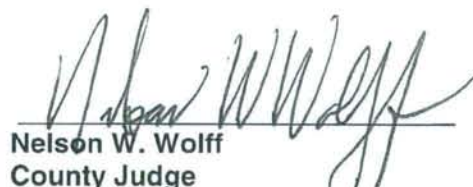
**Section 3.** Pursuant to Chapter 418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly by the Bexar County Clerk and the San Antonio Clerk.

**Section 4.** Pursuant to Chapter 418.108(d) of the Texas Government Code this declaration of a local state of disaster activates the Bexar County and the City of San Antonio Emergency Management Plans.

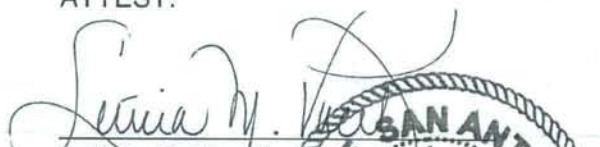
**Section 5.** That this proclamation shall take effect immediately from and after its issuance.


**ORDERED** this the 24<sup>th</sup> day of August, 2017.


  
Ron Nirenberg  
Mayor  
City of San Antonio, Texas

  
Nelson W. Wolff  
County Judge  
Bexar County, Texas

ATTEST:

  
Leticia M. Vacek  
City Clerk  
City of San Antonio, Texas



  
Gerard C. Rickoff  
County Clerk *BR* Rickoff  
Bexar County, Texas



## **EXHIBIT 2**

### **TO AN ORDINANCE**

#### **RATIFYING AGREEMENTS AND EXPENDITURES FOR EMERGENCY PROCUREMENT TO PROVIDE ASSISTANCE TO VARIOUS TEXAS ENTITIES DURING THE HURRICANE HARVEY RESPONSE.**

- (1) A lease agreement with the Port Authority of San Antonio
- (2) A lease agreement with the Port Authority of San Antonio
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- (5) An amendment with Angel Staffing
- (6) Certification of Exemption Forms to contract with Trane Building Services
- (7) An amendment to an agreement with VIA Metropolitan Transit
- (8) An Inter-Jurisdictional Mutual Aid Agreement between County of Aransas, Texas and the City of San Antonio
- (9) An Inter-Jurisdictional Mutual Aid Agreement between City of Aransas Pass, Texas and the City of San Antonio
- (10) An Inter-Jurisdictional Mutual Aid Agreement between City of Houston, Texas and the City of San Antonio

## ATTACHMENT 1

### LICENSE

THIS License (the "License") is made effective as of the 29<sup>th</sup> day of August, 2017, and is between **Port Authority of San Antonio** ("Port Authority"), 907 Billy Mitchell Blvd., San Antonio, Texas 78226-1802, and the City of San Antonio – ("Licensee"), whose address is PO Box 839966, San Antonio, TX 78283-3966.

### RECITALS

Licensee desires to enter into a license with Port Authority for a portion of Building No. 1538 (Bays E & F) (approximately 159,894 sq.ft.) located at 333 Morris Witt Avenue as set out on the attached APPENDIX A ("Premises").

### AGREEMENT

1. Licensee will have access to the Premises for use of housing evacuees who have been displaced as a result of flooding and other acts of nature (Hurricane Harvey) and for no other use or purpose without the prior written consent of Port Authority. This License begins on August 29, 2017, and ends on September 30, 2017 unless the Parties agree to extend the term in writing. This Agreement can be terminated by either party at any time.
2. In consideration for this License, Licensee will pay to Port Authority the amount of **\$5.00** on the execution hereof. The Premises are licensed to Licensee on an "AS IS, WHERE IS" BASIS, WITH ALL FAULTS.
3. Licensee is not authorized to make any improvements or alterations to the Premises except as authorized under Section 8 and doing so will result (i) in termination of this License, and (ii) in Licensee becoming liable for reimbursement to Port Authority for the cost of restoration of the Premises.
4. Licensee will fully insure its property stored or used in the Premises and Licensee will not seek compensation from Port Authority if any of Licensee's property is damaged as a result of a hazard and/or the condition of the Premises.
5. This License is not assignable by Licensee and any attempt to assign this License will terminate this License.
6. Prior to occupancy, representatives of both parties will inspect the Premises and will note any discrepancies on the inspection form. Prior to vacating the Premises, representatives of both parties will again inspect the Premises to note any discrepancies on the release form. Repair of normal wear and tear is the responsibility of Port Authority. Upon expiration of the License, the Premises will be returned to Port Authority in the same condition as it was when first licensed by Licensee or, where not feasible or appropriate to return to previous condition, Port Authority will be compensated at fair market value for any and all damages to the Premises and related personal property.



7. Licensee will perform all activities on the Premises in accordance with all applicable local, state and federal laws and regulations.

8. Licensee, at its own cost and expense, will (i) install, maintain, repair and, if necessary, replace all parts of the Premises necessary for Licensee's use, excluding those parts, if any, of the Premises to be maintained by Port Authority pursuant to this License, and promptly make all such necessary installations, repairs and replacements to the Premises, and (ii) keep the parking areas, drive-ways and alleys surrounding the Premises in a safe and trash/debris-free condition. Licensee's obligation to maintain, repair and make replacements to the Premises will cover, but not be limited to, pest control (including termites), janitorial services, trash removal, building and grounds maintenance and the installation of, maintenance, repair and replacement of all heating, ventilation, and air conditioning (HVAC), electrical, plumbing, sprinkler and other mechanical systems as needed for Licensee's use, and will be implemented according to standards agreed to by Licensor and Licensee. **Licensee will, at its own cost and expense, provide ample security coverage to ensure the safety of the evacuees and integrity of the property.**

9. Local exchange carriers such as AT&T and Time Warner provide dial tone and data service to a point of demarcation in Building 1674 on Port San Antonio. Telephone and data lines from Building 1674 to Authority's communications room that is closest to the Premises ("Communications Room") are owned and maintained by Authority. Licensee is responsible for installation of communication lines from the Communications Room to the Premises. Licensee will contact Authority for information on obtaining special services such as T-1 service, prior to entering into any contracts or agreements to obtain such services with local exchange carriers or other third party providers.

10. Insurance. Licensee is a governmental entity subject to the Texas Tort Claims Act, and is self-insured. Licensor can provide a letter of self-insurance to Licensor upon request.

11. Indemnity. Licensee is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties, including but not limited to those resulting or arising from any and all injuries or death of any person or damage to any property arising from or related to the Premises or this License Agreement.

12. Port Authority, together with its board of directors, officers, employees and agents, individually and collectively ("Port Authority, Et Al") will not be liable in any event for personal injury or loss of Licensee's property caused by fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other similar occurrences. Licensee will give prompt notice to Port Authority of any significant accidents involving injury to persons or property. Furthermore, Port Authority, Et Al, will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or Port San Antonio, regardless of whether such loss occurs when the area is locked against entry. Port Authority, Et Al will not be liable to Licensee or Licensee's employees, customers or invitees for any damages or losses to persons or property caused by any invitees anywhere on Port San Antonio, or for any



damages or losses caused by theft, burglary, assault, vandalism or other crimes. Licensee will give Port Authority prompt notice of any criminal or suspicious conduct within or about the Premises or Port San Antonio and/or personal injury or property damage caused thereby.

13. Licensee represents to Port Authority that (i) it is a duly formed municipal entity in accordance with the rules of the State of Texas, (ii) it has the full right, power and authority to enter into this License, (iii) any and all action necessary to approve and ratify the entering into of this License by Licensee has been taken (and Licensee agrees to provide evidence thereof to Port Authority upon Port Authority's request) and (iv) the person executing this License on behalf of Licensee has been empowered with all necessary authority to do so and thereby to bind Licensee fully to all of the terms and conditions hereof.

14. As provided in Section 8, Licensee will clean and restore the Premises to its original condition upon expiration of the License.

15. This License may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this License, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

16. Notwithstanding any other language in this document, all obligations of the City of San Antonio under this instrument are funded subject to the discretion of City Council whether to appropriate funding for any given year of a term.

17. Contact persons for the parties are identified as follows: Steve Hodges, TCI Department at 210-207-8234, and for Port Authority of San Antonio - Adrienne Cox, VP Asset Management at 210-362-7867.

Signed this 29 day of AUGUST 2017.

LICENSEE:

City of San Antonio

By: RLH

Printed Name: LAURENCE TREUNIO

Title: EMC

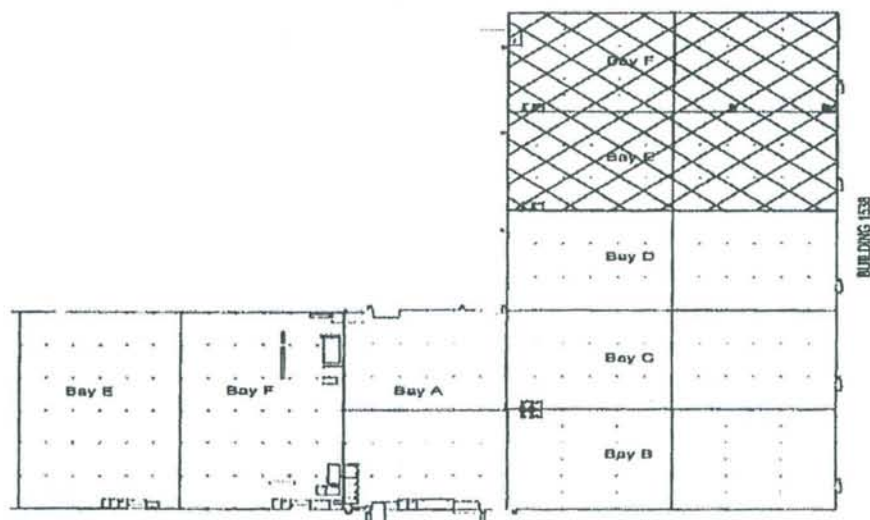
**PORT AUTHORITY OF SAN ANTONIO**

By: RLM

Printed Name: Roland C. Mower

Title: President & CEO

## APPENDIX A



**333 MORRIS WITT  
(BUILDING 1538)**

0° 90° 180° 270°

29 AUG 17

Data Aug 26, 2017 11:50am from Mt. Pinch, Andrew  
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### LEGEND

 AVAILABLE AREAAPPENDIX A  
PAGE 2 OF 2

## ATTACHMENT 2

### LICENSE

This License (the "License") is made effective as of the 29<sup>th</sup> day of August, 2017, and is between Port Authority of San Antonio ("Port Authority"), 907 Billy Mitchell Blvd., San Antonio, Texas 78226-1802, and the City of San Antonio ("Licensee"), whose address is PO Box 839966, San Antonio, TX 78283-3966.

### RECITALS

Licensee desires to enter into a license with Port Authority for a portion of Building No. 331 (approximately 135,000 sqft) located at 391 Industrial Park Drive as set out on the attached APPENDIX A ("Premises").

### AGREEMENT

1. Licensee will have access to the Premises for use of housing evacuees who have been displaced as a result of flooding and other acts of nature (Hurricane Harvey) and for no other use or purpose without the prior written consent of Port Authority. This License begins on August 29, 2017 and ends on September 30, 2017, unless the Parties agree to extend the term in writing. The Agreement can be terminated by either party at any time.
2. In consideration for this License, Licensee will pay to Port Authority the amount of **\$5.00** on the execution hereof. The Premises are licensed to Licensee on an "AS IS, WHERE IS" BASIS, WITH ALL FAULTS.
3. Licensee is not authorized to make any improvements or alterations to the Premises except as authorized under Section 8 and doing so will result (i) in termination of this License, and (ii) in Licensee becoming liable for reimbursement to Port Authority for the cost of restoration of the Premises.
4. Licensee will fully insure its property stored or used in the Premises and Licensee will not seek compensation from Port Authority if any of Licensee's property is damaged as a result of a hazard and/or the condition of the Premises.
5. This License is not assignable by Licensee and any attempt to assign this License will terminate this License.
6. Prior to occupancy, representatives of both parties will inspect the Premises and will note any discrepancies on the inspection form. Prior to vacating the Premises, representatives of both parties will again inspect the Premises to note any discrepancies on the release form. Repair of normal wear and tear is the responsibility of Port Authority. Upon expiration of the License, the Premises will be returned to Port Authority in the same condition as it was when first licensed by Licensee or, where not feasible or appropriate to return to previous condition, Port Authority will be compensated at fair market value for any and all damages to the Premises and related personal property.



7. Licensee will perform all activities on the Premises in accordance with all applicable local, state and federal laws and regulations.

8. Licensee, at its own cost and expense, will (i) maintain, repair and, if necessary, replace all parts of the Premises necessary for Licensee's use, excluding those parts, if any, of the Premises to be maintained by Port Authority pursuant to this License, and promptly make all such necessary repairs and replacements to the Premises, and (ii) keep the parking areas, drive-ways and alleys surrounding the Premises in a safe and trash/debris-free condition. Licensee's obligation to maintain, repair and make replacements to the Premises will cover, but not be limited to, pest control (including termites), janitorial services, trash removal, building and grounds maintenance and the installation of, maintenance, repair and replacement of all electrical, plumbing, sprinkler and other mechanical systems (excluding heating, ventilation, and air conditioning (HVAC) as needed for Licensee's use, and will be implemented according to standards agreed to by Licensor and Licensee. Licensor shall be responsible for any installation, maintenance or repair of HVAC systems. **Licensee will, at its own cost and expense, provide ample security coverage to ensure the safety of the evacuees and integrity of the property.**

9. Local exchange carriers such as AT&T and Time Warner provide dial tone and data service to a point of demarcation in Building 1674 on Port San Antonio. Telephone and data lines from Building 1674 to Authority's communications room that is closest to the Premises ("Communications Room") are owned and maintained by Authority. Licensee is responsible for installation of communication lines from the Communications Room to the Premises. Licensee will contact Authority for information on obtaining special services such as T-1 service, prior to entering into any contracts or agreements to obtain such services with local exchange carriers or other third party providers.

10. Insurance. Licensee is a governmental entity subject to the Texas Tort Claims Act, and is self-insured. Licensor can provide a letter of self-insurance to Licensor upon request.

11. Indemnity. Licensee is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties, including but not limited to those resulting or arising from any and all injuries or death of any person or damage to any property arising from or related to the Premises or this License Agreement.

12. Port Authority, together with its board of directors, officers, employees and agents, individually and collectively ("Port Authority, Et Al") will not be liable in any event for personal injury or loss of Licensee's property caused by fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other similar occurrences. Licensee will give prompt notice to Port Authority of any significant accidents involving injury to persons or property. Furthermore, Port Authority, Et Al, will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or Port San Antonio, regardless of whether such loss occurs when the area is locked against entry. Port Authority, Et Al will not be liable to Licensee or Licensee's employees, customers or invitees for any damages or losses to persons or property caused by any invitees anywhere on Port San Antonio, or for any

damages or losses caused by theft, burglary, assault, vandalism or other crimes. Licensee will give Port Authority prompt notice of any criminal or suspicious conduct within or about the Premises or Port San Antonio and/or personal injury or property damage caused thereby.

13. Licensee represents to Port Authority that (i) it is a duly formed municipal entity in accordance with the rules of the State of Texas, (ii) it has the full right, power and authority to enter into this License, (iii) any and all action necessary to approve and ratify the entering into of this License by Licensee has been taken (and Licensee agrees to provide evidence thereof to Port Authority upon Port Authority's request) and (iv) the person executing this License on behalf of Licensee has been empowered with all necessary authority to do so and thereby to bind Licensee fully to all of the terms and conditions hereof.

14. As provided in Section 8, Licensee will clean and restore the Premises to its original condition upon expiration of the License.

15. This License may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this License, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

16. Notwithstanding any other language in this document, all obligations of the City of San Antonio under this instrument are funded subject to the discretion of City Council whether to appropriate funding for any given year of a term.

17. Contact persons for the parties are identified as follows: Steve Hodges, TCI Department at 210-207-8234, and for Port Authority of San Antonio - Adrienne Cox, VP Asset Management at 210-362-7867.

Signed this 29 day of AUGUST, 2017.

LICENSEE:

City of San Antonio

By: 

Printed Name: LAURENCE TREVINO

Title: EMC

PORT AUTHORITY OF SAN ANTONIO

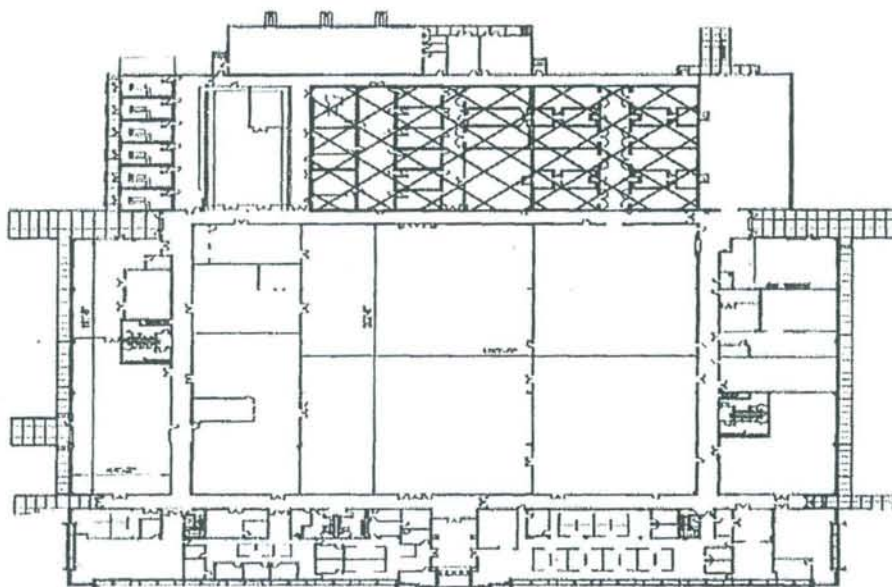
By: 

Printed Name: Roland C. Mowar

Title: President + CEO



## APPENDIX A



**391 INDUSTRIAL PARK RD.  
(BUILDING 331)**



Page 2 of 2

### LEGEND



NOT AVAILABLE

APPENDIX A  
PAGE 2 OF 2



ATTACHMENT 3

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "License") is dated to be effective as of August 27, 2017 (the "Effective Date"), by and between LCG STOUT DRIVE, LLC ("Licensor") and City of San Antonio, a Texas municipal corporation ("Licensee").

RECITALS:

WHEREAS, Licensor is the owner of that certain office/warehouse building located at 4958 Stout Drive, Unit B, San Antonio, TX 78219 containing approximately 102,485 rentable square feet (the "Building");

WHEREAS, Licensor and Licensee desire to enter into this License for the purpose of evidencing their mutual understanding and agreement regarding Licensee's desire to utilize a Proportionate Share of the Building, a 2.5 acre yard adjacent to the Building, and parking areas related thereto (the "Licensed Area") to temporarily house displaced individuals, personal property, staff, volunteers and associated supplies and equipment as necessary (the "Permitted Use");

WHEREAS, "Proportionate Share" with respect to the Building, as used in this License, shall mean a fraction, the numerator of which is the gross rentable area contained in the Premises and the denominator of which is the gross rentable area contained in the entire Building. In the event the Premises or the Building is part of a project or business park owned, managed or leased by Licensor or an affiliate of Licensor (the "Project"), Licensee's "Proportionate Share" of the Project, as used in this License, shall mean a fraction, the numerator of which is the gross rentable area contained in the Premises and the denominator of which is the gross rentable area contained in all of the buildings (including the Building) within the Project. **Licensee's Proportionate Share of the Building is 58.62%.**

NOW THEREFORE, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee, each intending to be legally bound, agree as follows:

1. Grant and Use.

(a) Subject to the terms and conditions contained herein Licensee is hereby granted a license to use the Licensed Area solely for the Permitted Use. This License creates no estate or interest in the Licensed Area or the Building, including without limitation, an easement, and shall terminate as set forth in the Paragraph 3 below.

(b) Licensee shall be responsible for compliance with all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, zoning ordinances, building codes, covenants and restrictions now or hereafter applicable to the Licensed Area and Licensee's use of the same, including without limitation, the Americans With Disabilities Act, and all Environmental Requirements as applicable to a governmental entity operating under a state Disaster Declaration (hereinafter defined)(collectively, the "Legal Requirements").

(c) Licensee shall be responsible for and maintain the Licensed Area in a good and safe condition, and shall keep the same in compliance with all applicable laws, rules and regulations. Licensee shall not permit the use of the License Area by any party other than Licensee, its contractors or agents. Licensee will not commit, nor allow others to commit, any waste upon the License Area, and Licensee agrees not to use or permit the use of the License Area for any purpose which is illegal, dangerous to life, limb or property or which, in Licensor's reasonable business judgment, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building.

2. Condition of Licensed Area. Licensee accepts the Licensed Area "AS IS". Licensor shall not be required to make any repairs and/or improvements to the Licensed Area. No improvements, alterations, additions or other changes shall be made to the Licensed Area. Licensor has made no



representation or warranty as to the suitability of the Licensed Area for the conduct of Licensee's business, and Licensee waives any implied warranty that the Licensed Area are suitable for Licensee's intended purposes.

3. **Term of License.** This License shall commence on **August 27, 2017** and shall expire on **September 30, 2017**. On or before the expiration of the term of this License, Licensee agrees to remove all of its personal effects from the License Area and to deliver up the License Area to Licensors in its original condition as at the date of the commencement of the term of this License, reasonable wear and tear excepted. In the event Licensee fails to remove its equipment and personal property, then Licensee shall be deemed to have abandoned such personal property and the same shall become the property of Licensors for Licensors to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee.

4. **License Payments.** In consideration of this license, Licensee shall pay to Licensors the amount of \$19,284.77 for the period August 27, 2017 through August 31, 2017, and \$85,404.00 for the period September 1, 2017 through September 30, 2017 for a the total License Fee of \$104,688.77 (the "**License Fee**"). The License Fee for a fractional calendar month shall be prorated.

5. **Security Deposit.** In addition, Licensee agrees to deposit with Licensors on the date hereof the sum of Forty Thousand Dollars and 00/100 Dollars (\$40,000.00) (the "Security Deposit") of which shall be held by Licensors, without obligation for interest or segregation from other funds of Licensors, as security for the performance of Licensee's obligations under this License Agreement, it being expressly understood and agreed that the Security Deposit is not an advance rental deposit or a measure of Licensors's damages in case of Licensee's default. Upon occurrence of an Event of Default, Licensors may use all or part of the Security Deposit to pay past due rent or other payments due Licensors under this License or the cost of any other damage, injury, expense or liability caused by such Event of Default, without prejudice to any other remedy provided herein or provided by law. On demand, Licensee shall pay Licensors the amount that will restore the Security Deposit to its original amount. The Security Deposit shall be deemed the property of Landlord. Provided that no Event of Default has occurred due to Licensee's failure to fulfill all of its present and future obligations under the License, any remaining balance of the Security Deposit shall be returned by Licensors together with a written description and itemization of any deductions to Licensee not later than sixty (60) days after Licensee has surrendered the Premises, and Licensee has provided Licensors with written notice of Licensee's forwarding address for purpose of returning the Security Deposit.

6. **Insurance.** Licensee is a governmental entity subject to the Texas Tort Claims Act, and is self-insured. Licensors can provide a letter of self-insurance to Licensors upon request.

7. **Indemnity.** Licensee is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties, including but not limited to those resulting or arising from any and all injuries or death of any person or damage to any property arising from or related to the Premises or this License Agreement.

8. **Licensors's Liability.** IF LICENSORS IS IN DEFAULT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS LICENSE, LICENSEE SHALL LOOK SOLELY TO THE EQUITY OF LICENSORS IN AND TO THE BUILDING FOR SATISFACTION OF LICENSEE'S REMEDIES, IF ANY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LICENSORS'S LIABILITY UNDER THE TERMS OF THIS LICENSE SHALL IN NO EVENT EXCEED THE AMOUNT OF ITS INTEREST IN AND TO THE BUILDING. IN NO EVENT SHALL ANY PARTNER OF LICENSORS OR ANY OFFICER, DIRECTOR OR SHAREHOLDER OF LICENSORS OR ANY SUCH PARTNER OF LICENSORS BE PERSONALLY LIABLE WITH RESPECT TO ANY OF THE PROVISIONS OF THIS LICENSE.



9. **Utilities, Right to Market, Delivery at End of License.**

(a) Licensee will be responsible for the cost of the utilities directly metered to the Premises during the term of the License. These costs shall be billed to Licensee each month upon receipt by Licensor of utility bills.

(b) During the term of the License Licensor shall have the right to enter onto the premises for purposes of marketing the property for rent to prospective tenants. Licensee acknowledges that this is a short-term License and the property will remain on the market for lease. Licensor shall use its best efforts to not interfere with Licensee's quiet enjoyment of the Premises while showing the building to prospective tenants during the License term.

(c) At the end of the License Term, Licensee shall deliver the Premises in a broom clean condition and shall repair any damages caused by Licensee's use of the Premises. Licensor's representatives shall walk the premises with Licensee at the end of the License Term and confirm the condition of the Premises and upon acceptance by Licensor, Licensee's obligations shall have been met.

10. **Default.** If default shall at any time be made by Licensee with respect to any covenant, agreement or condition contained herein, and such default shall continue for a period of more than five (5) days after the date of written notice from Licensor to Licensee, excluding payment of the License Fee or Operating Expenses, for which no notice shall be required, Licensor shall have the right to terminate this License with no further obligations or liabilities on the part of Licensor. Licensor may then immediately evict Licensee upon written notice and Licensee shall immediately vacate and peaceably surrender the Licensed Area.

11. **Holdover.** If Licensee fails to vacate the Licensed Area after the termination of this License, Licensee shall be a Licensee at will or at sufferance, and Licensee shall pay, in addition to any other rent or other sums then due Licensor, a daily base rental equal to the License Fee in effect on the expiration or termination date, even if Licensor consents to such holdover (which consent shall be effective only if in writing).

12. **Miscellaneous.** This License is personal to Licensee and may not be assigned or transferred in any manner to any other party. If any clause or provision of the License is illegal, invalid or unenforceable under present or future laws, the remainder of this License shall not be affected thereby, and in lieu of each clause or provision of this License which is illegal, invalid or unenforceable, there shall be added as a part of this License a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

13. **Entire Agreement.** This License sets forth the entire agreement between the parties and any prior writings or conversations are merged herein and extinguished. No failure of Licensor to exercise any power given Licensor hereunder, or to insist upon strict compliance by Licensee with any obligation of Licensee hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor's right to demand exact compliance with the terms hereof. No amendment, alteration or other change of this License shall be enforceable unless set forth in writing signed by both parties hereto, provided, however, that this License and any further modifications hereto shall be binding when executed and delivered by facsimile, and the parties may rely upon facsimile signature as an original execution counterpart, when received.

14. **Attorneys' Fees.** If there is any litigation between the parties to enforce or interpret any provision of this License or rights arising under this License, the unsuccessful party in the litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees incurred by the successful party.

15. **Governing Law.** This License is governed by, and construed and enforced in accordance with, the laws of the State of Texas and Bexar County.



16. Notices. All notices, demands, consents and requests required or permitted hereunder shall be in writing and shall be deemed given when delivered by hand, or deposited with the United States Postal Service and sent by prepaid certified mail, return receipt requested, or deposited prepaid with a reputable national courier service and sent for next day delivery, properly addressed to the party to be notified at the address for such party set forth below their respective signature lines below

THIS TEMPORARY LICENSE AGREEMENT is dated as of the Effective Date.

[SIGNATURES FOLLOW]

**LICENSOR:**

**LCG STOUT DRIVE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Notice  
Address: \_\_\_\_\_

**LICENSEE:**

**City of San Antonio, a Texas municipal corporation**

By: Erik J. Walsh  
Name: Erik J. Walsh  
Title: Deputy City Manager  
Date: 8/27/17  
Notice  
Address: 100 Military Plaza

[SIGNATURES FOLLOW]

**LICENSOR:**

**LCG STOUT DRIVE, LLC**

By:	Anthony T. Dean
Name:	Anthony T. Dean
Title:	Managing Director
Date:	8-27-17
Notice Address:	670 Lido Way Los Angeles CA 90049

**LICENSEE:**

City of San Antonio, a Texas municipal corporation

By:	
Name:	
Title:	
Date:	
Notice Address:	



ATTACHMENT 4

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "License") is dated to be effective as of August 25, 2017 (the "Effective Date"), by and between LIT Industrial Texas Limited Partnership, a Delaware limited partnership ("Licensor") and City of San Antonio, a Texas municipal corporation ("Licensee").

RECITALS:

WHEREAS, Licensor is the owner of that certain office/warehouse building located at 5003 Stout Drive, San Antonio, TX 78219 containing approximately 189,000 rentable square feet (the "Building");

WHEREAS, Licensor and Licensee desire to enter into this License for the purpose of evidencing their mutual understanding and agreement regarding Licensee's desire to utilize the entire Building and parking areas related thereto (the "Licensed Area") to temporarily house displaced individuals, personal property, staff, volunteers and associated supplies and equipment as necessary (the "Permitted Use");

NOW THEREFORE, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee, each intending to be legally bound, agree as follows:

1. Grant and Use.

(a) Subject to the terms and conditions contained herein and all applicable ordinances and building codes governing Licensee's right to occupy the Licensed Area, Licensee is hereby granted a license to use the Licensed Area solely for the Permitted Use. This License creates no estate or interest in the Licensed Area or the Building, including without limitation, an easement, and shall terminate as set forth in the Paragraph 3 below.

(b) Licensee shall be responsible for compliance with all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, zoning ordinances, building codes, covenants and restrictions now or hereafter applicable to the Licensed Area and Licensee's use of the same, including without limitation, the Americans With Disabilities Act, and all Environmental Requirements as applicable to a governmental entity operating under a state Disaster Declaration (hereinafter defined)(collectively, the "Legal Requirements"). Licensee acknowledges that the Licensed Area is not designed or constructed for residences or occupancy of individuals.

(c) Licensee shall be responsible for and maintain the Licensed Area in a good and safe condition, and shall keep the same in compliance with all applicable laws, rules and regulations. Licensee shall not permit the use of the License Area by any party other than Licensee, its contractors or agents. Licensee will not commit, nor allow others to commit, any waste upon the License Area, and Licensee agrees not to use or permit the use of the License Area for any purpose which is illegal, dangerous to life, limb or property or which, in Licensor's reasonable business judgment, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building.

2. Condition of Licensed Area. Licensee accepts the Licensed Area "AS IS" in the broadest sense of the word. Licensor shall not be required to make any repairs and/or improvements to the Licensed Area. No improvements, alterations, additions or other changes shall be made to the Licensed Area. Licensor has made no representation or warranty as to the suitability of the Licensed Area for the conduct of Licensee's business, and Licensee waives any implied warranty that the Licensed Area are suitable for Licensee's intended purposes.

3. Term of License. This License shall commence on the date hereof and shall expire on **September 30, 2017**. On or before the expiration of the term of this License, Licensee agrees to remove all of its personal effects from the License Area and to deliver up the License Area to Licensor in its original condition as at the date of the commencement of the term of this License, reasonable wear and



tear excepted. In the event Licensee fails to remove its equipment and personal property, then Licensee shall be deemed to have abandoned such personal property and the same shall become the property of Licensors for Licensors to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee.

4. **License Payments.** In consideration of this license, Licensee shall pay to Licensors on the date hereof the amount of \$144,798.38, which is the amount of the total License Fee for the period beginning on August 27, 2017 and ending on September 30, 2017. (the "**License Fee**"). The License Fee for a fractional calendar month shall be prorated. If any payment due under this License is not paid by the fifth (5th) day of the month, it shall be subject to a service charge of ten percent (10%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall be subject to an additional charge of ten percent (10%).

5. **Operating Expenses.** The term "**Operating Expenses**" means all costs and expenses incurred by Licensors with respect to the ownership, maintenance, and operation of the Licensed Area and the Building. During each month of the term of this License, on the same date that the License Fee is payable, Licensee shall pay Licensors an amount equal to 1/12 of the annual cost, as estimated by Licensors from time to time, of the Operating Expenses, which estimate is \$20,000 per month as of the Effective Date. Payments thereof for any fractional calendar month shall be prorated.

6. **Insurance.** Commencing on the Effective Date, Licensee, at its expense, shall obtain and maintain in full force the following insurance coverage:

7. all risk property insurance covering the full replacement cost of all property and improvements stored or placed in the Licensed Area by Licensee or for Licensee's benefit;

8. commercial liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$2,000,000, for a total minimum combined general liability and umbrella limit of \$3,000,000 (together with such additional umbrella coverage as Licensors may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Licensors may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Licensors and Licensors's agents as additional insured's, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Licensors, not be cancelable unless thirty (30) days prior written notice shall have been given to Licensors, contain a hostile fire endorsement or amended pollution endorsement, and a contractual liability endorsement and provide primary coverage to Licensors (any policy issued to Licensors providing duplicate or similar coverage shall be deemed excess over Licensee's policies). Certificates of insurance evidencing coverage shall be delivered to Licensors by Licensee on the Effective Date. Licensee hereby waives any claims against Licensors, and its officers, directors, employees, managers, agents, invitees and contractors for any loss or damage insured against or required to be insured against hereunder (whether by self-insurance or otherwise), regardless of whether the negligence or fault of Licensors caused such loss.

9. **Indemnity.** LICENSEE AGREES TO ASSUME ALL RISK OF LOSS OR DAMAGE TO ANY MACHINERY, EQUIPMENT, FIXTURES, AND OTHER PERSONAL PROPERTY BROUGHT ONTO THE LICENSED AREA FOLLOWING THE DATE HEREOF AND AGREES AND TO INDEMNIFY, DEFEND, AND HOLD LICENSORS HARMLESS FROM ANY LOSS OR DAMAGE TO SUCH PROPERTY, AND ALL LIABILITY, LOSS, OR DAMAGE ARISING FROM (A) ANY INJURY TO THE BUILDING OR THE PROPERTY OF LICENSORS, ITS CONTRACTORS, SUBCONTRACTORS, OR MATERIALMEN, AND ANY DEATH OR PERSONAL INJURY TO ANY PERSON OR PERSONS ARISING OUT OF LICENSEE'S ACTIVITIES ON, OR USE OF, THE LICENSED AREA AND BUILDING; AND/OR (B) FROM LICENSEE'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS LICENSE, WHETHER OR NOT ANY SUCH LOSS, DAMAGE, LIABILITY, DEATH, OR PERSONAL INJURY WAS CAUSED BY LICENSORS'S NEGLIGENCE (OTHER THAN ANY LOSS ARISING FROM THE GROSS NEGLIGENCE OF LICENSORS OR ITS AGENTS). LICENSEE HEREBY AGREES THAT IT SHALL BE REQUIRED TO REPAIR ANY



DAMAGE TO THE LICENSED AREA CAUSED BY LICENSEE ITS AGENTS, EMPLOYEES, CONTRACTORS OR ANY PERSONS OCCUPYING THE LICENSED AREA.

10. **Licensor's Liability.** IF LICENSOR IS IN DEFAULT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS LICENSE, LICENSEE SHALL LOOK SOLELY TO THE EQUITY OF LICENSOR IN AND TO THE BUILDING FOR SATISFACTION OF LICENSEE'S REMEDIES, IF ANY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LICENSOR'S LIABILITY UNDER THE TERMS OF THIS LICENSE SHALL IN NO EVENT EXCEED THE AMOUNT OF ITS INTEREST IN AND TO THE BUILDING. IN NO EVENT SHALL ANY PARTNER OF LICENSOR OR ANY OFFICER, DIRECTOR OR SHAREHOLDER OF LICENSOR OR ANY SUCH PARTNER OF LICENSOR BE PERSONALLY LIABLE WITH RESPECT TO ANY OF THE PROVISIONS OF THIS LICENSE.

11. **Environmental Conditions.**

(a) The term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, permits, authorizations, orders, policies or other similar requirements of an governmental authority, agency or court regulating or relating to health, safety, or environmental conditions on, or under, or about the premises or the environment, including without limitation, the following: The Comprehensive Environmental Response, Compensation and Liability Act; the Resource Substance Control Act and all state and local counter parts thereto, and any common or civil law obligations including, without limitation, nuisance or trespass, and any other Legal Requirements.

(b) The term "**Hazardous Materials**" means and includes any substance, material waste, pollutant, or contaminant that is or could be regulated under any Environmental Requirement or that may adversely affect human health or the environment, including, without limitation, any solid or hazardous waste, hazardous substance, asbestos, petroleum (including crude oil or any radioactive material).

(c) Licensee shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture, dispose of, or release any Hazardous Material on or from the Premises without Licensor's prior written consent. Licensee, at its sole cost and expense, shall use the Premises in strict compliance with all Environmental Requirements and all requirements of this Agreement. Licensee shall complete and certify to disclosure statements as requested by Licensor from time to time relating to Licensee's transportation, storage, use, generation, manufacture, or release of Hazardous Materials on the Premises, and Licensee shall promptly deliver to Licensor a copy of any notice of violation relating to the Premises of any Environmental Requirement.

(d) For purpose of Environmental Requirements, to the extent authorized by law, Licensee is and shall be deemed to be the responsible party, including without limitation, the "owner" and "operator" of Licensee's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Licensee, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting or produced therefrom.

(e) Licensee shall indemnify, defend, and hold Licensor harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income therefrom), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees, or expert fees and including, without limitation, removal or management of any asbestos brought into the Premises or disturbed in breach of the requirements of this Paragraph ~~108~~, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Licensor as a result of any release of Hazardous Materials or any breach of the requirements under this Paragraph ~~1043~~ by Licensee, its agents, employees, contractors, assignees or invitees,



regardless of whether Licensee had knowledge of such noncompliance. The obligations of Licensee under this Paragraph 108 shall survive any termination of this Agreement.

12. **Default.** If default shall at any time be made by Licensee with respect to any covenant, agreement or condition contained herein, and such default shall continue for a period of more than five (5) days after the date of written notice from Licensor to Licensee, excluding payment of the License Fee or Operating Expenses, for which no notice shall be required, Licensor shall have the right to terminate this License with no further obligations or liabilities on the part of Licensor. Licensor may then immediately evict Licensee upon written notice and Licensee shall immediately vacate and peaceably surrender the Licensed Area.

13. **Holdover.** If Licensee fails to vacate the Licensed Area after the termination of this License, Licensee shall be a Licensee at will or at sufferance, and Licensee shall pay, in addition to any other rent or other sums then due Licensor, a daily base rental equal to 200% of the License Fee in effect on the expiration or termination date, even if Licensor consents to such holdover (which consent shall be effective only if in writing). Licensee shall also be liable for all Operating Expenses incurred during such holdover period. In addition, Licensee shall be liable for all damages (including attorneys' fees and expenses) of whatever type (including consequential damages) incurred by Licensor as a result of such holding over.

14. **Miscellaneous.** This License is personal to Licensee and may not be assigned or transferred in any manner to any other party. If any clause or provision of the License is illegal, invalid or unenforceable under present or future laws, the remainder of this License shall not be affected thereby, and in lieu of each clause or provision of this License which is illegal, invalid or unenforceable, there shall be added as a part of this License a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

15. **Entire Agreement.** This License sets forth the entire agreement between the parties and any prior writings or conversations are merged herein and extinguished. No failure of Licensor to exercise any power given Licensor hereunder, or to insist upon strict compliance by Licensee with any obligation of Licensee hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor's right to demand exact compliance with the terms hereof. No amendment, alteration or other change of this License shall be enforceable unless set forth in writing signed by both parties hereto, provided, however, that this License and any further modifications hereto shall be binding when executed and delivered by facsimile, and the parties may rely upon facsimile signature as an original execution counterpart, when received.

16. **Attorneys' Fees.** If there is any litigation between the parties to enforce or interpret any provision of this License or rights arising under this License, the unsuccessful party in the litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees incurred by the successful party.

17. **Governing Law.** This License is governed by, and construed and enforced in accordance with, the laws of the State in which the Licensed Area are located.

18. **Notices.** All notices, demands, consents and requests required or permitted hereunder shall be in writing and shall be deemed given when delivered by hand, or deposited with the United States Postal Service and sent by prepaid certified mail, return receipt requested, or deposited prepaid with a reputable national courier service and sent for next day delivery, properly addressed to the party to be notified at the address for such party set forth below their respective signature lines below

THIS TEMPORARY LICENSE AGREEMENT is dated as of the Effective Date.

[SIGNATURES FOLLOW]

**Licensors:**

**LIT Industrial Texas Limited Partnership**, a Delaware limited partnership

By: LIT-FTGP, L.L.C., a Delaware limited liability company,  
its general partner

By: LIT Industrial Limited Partnership, a Delaware limited partnership,  
its sole member

By: LIT Holdings GP, LLC, a Delaware limited liability company,  
its sole general partner

By: Lion Industrial Properties, L.P., a Delaware limited partnership,  
its sole member

By: LIT GP Sub, LLC, a Delaware limited liability company,  
its sole general partner

By: Lion Industrial Trust, a Maryland real estate investment trust,  
its sole member and manager

By: 

Name: Andrew S. Lowe

Title: Senior Vice President

Address: LIT Industrial Texas Limited Partnership  
c/o Clarion Partners  
1717 McKinney Ave., Suite 1900  
Dallas, Texas 75202-1236  
Attention: Alejandro Cuadros

**LICENSEE:**

**City of San Antonio**, a Texas municipal corporation

By: 

Name: Erik J. Walsh

Title: Deputy City Manager

Date: 8/27/17

Notice

Address: 100 Military Plaza



ATTACHMENT 5

**AMENDMENT TO  
PROFESSIONAL HEALTH CARE SERVICES AGREEMENT**

STATE OF TEXAS       §  
COUNTY OF BEXAR   §

This amendment to the Professional Health Care Services Agreement, is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, and Angel Staffing ("Contractor" or "Angel"), referred to collectively herein as the "Parties."

**WHEREAS**, the City executed a Professional Health Care Services Agreement (hereafter the "Agreement") with Contractor; and

**WHEREAS**, the Agreement provided for a term beginning July 1, 2017 and ending June 30, 2019; and

**WHEREAS**, Contractor can commit to providing additional services; and

**WHEREAS**, the parties now wish to amend the Agreement to increase the total compensation for additional services; **NOW, IN ACCORDANCE THEREWITH**, the Parties agree as follows:

**I. AMENDMENTS**

A. Article IV. Compensation to Contractor, section 4.1, of the Agreement is hereby amended to read as follows:

4.1 In consideration of City's promise to perform and pay as set forth herein, and in consideration of Contractor's promises to perform under this Agreement herein, the parties have agreed to the terms herein. Specifically, City agrees to pay Contractor an amount not to exceed five hundred thousand dollars (\$500,000.00) consistent with the hourly rates per title as set out in the following table:

<u>Item</u>	<u>Titles of Deployed Staff</u>	<u>Hourly Rate</u>	<u>Guaranteed Maximum Number Available to Be Deployed</u>	<u>Flat Rate for Physician On-Call</u>
1.	Licensed Physician*	\$200.00	20	\$ 1000.00 /24 hr
2.	Licensed Physician Assistant	\$110.00	20	
3.	Registered Nurse	\$67.00	500	
4.	Licensed Vocational Nurse	\$57.00	500	
5.	Advanced Practice Nurse	\$110.00	100	
6.	Certified Nurse Aide	\$35.00	200	
7.	Certified Respiratory Care Practitioner	\$60.00	25	



8.	Licensed Paramedic	\$60.00	100	
9.	Licensed Pharmacist	\$125.00	10	
10.	Registered Pharmacy Technician	\$45.00	30	
11.	Licensed Social Worker	\$75.00	50	
12.	Licensed Professional Counselor	\$80.00	30	
13.	Licensed Psychologist	\$150.00	10	
14.	Emergency Medical Technician	\$60.00	100	
15.	Epidemiologist	\$80.00	25	
16.	Staffing Specialist Coordinator	\$90.00	100	
17.	On-site staffing Consultant	\$75.00	50	
18.	Administrative Staff (specify, e.g., medical records clerk)	\$37.00	500	

## II. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Original Agreement, not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Agreement, and any renewals thereof.

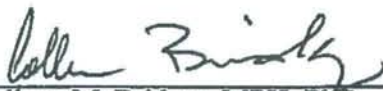
## III. ENTIRE AGREEMENT

This Agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF SAN ANTONIO**

**ANGEL STAFFING**


  
 Colleen M. Bridger, MPH, PhD  
 Director,  
 San Antonio Metropolitan Health District

  
 Kathy Gallagher  
 Chief Operating Officer

9-21-17  
 Date

Sept. 12, 2017  
 Date

**APPROVED AS TO FORM:**

  
 Andrew Segovia  
 City Attorney







Angel Staffing, Inc.  
Tax ID#: 48-1278089

Actual worked time

San Antonio Metropolitan Health District  
Department Fiscal Administrator  
111 Soledad, Suite 1000  
San Antonio, TX 78205

## INVOICE

Invoice No. 1718 -HH001  
8/28/2017

### Hurricane Harvey 2017

Date	Temp	Rate	Units	Amount Due
8/25/2017	Mosier, Vance (LVN)	\$ 57.00	8.50	484.50
8/25/2017	Rosa, Karin (RN)	\$ 67.00	12.25	820.75
8/25/2017	Kutza, Maria (RN)	\$ 67.00	10.00	670.00
8/25/2017	Ryan, Christina (LVN)	\$ 57.00	12.50	712.50
8/25/2017	McNeal, Jean (RN)	\$ 67.00	5.50	368.50
8/25/2017	Silva-Martinez, Estella (RN)	\$ 67.00	12.00	804.00
8/25/2017	Cristian, Aaron (RN)	\$ 67.00	9.00	603.00
8/25/2017	Barahona, Leo (EMT-P)	\$ 60.00	12.60	756.00
8/25/2017	Davies, Arthur (LVN)	\$ 57.00	9.25	527.25
8/25/2017	Lane, Andy (EMT-P)	\$ 60.00	5.75	345.00
8/25/2017	Drahms, Heidi (LVN)	\$ 57.00	4.75	270.75
8/25/2017	Wooten, Judy (RN)	\$ 67.00	12.75	854.25
8/26/2017	Mosier, Vance (LVN)	\$ 57.00	13.00	741.00
8/26/2017	Luna, Jennett (RN)	\$ 67.00	12.50	837.50
8/26/2017	Kutza, Maria (RN)	\$ 67.00	12.00	804.00
8/26/2017	Ryan, Christina (LVN)	\$ 57.00	13.00	741.00
8/26/2017	McNeal, Jean (RN)	\$ 67.00	12.75	854.25
8/26/2017	Silva-Martinez, Estella (RN)	\$ 67.00	12.75	854.25
8/26/2017	Martin, Sophia (RN)	\$ 67.00	13.00	871.00
8/26/2017	Cristian, Aaron (RN)	\$ 67.00	12.00	804.00
8/26/2017	Rosa, Karin (RN)	\$ 67.00	12.75	854.25
8/26/2017	Davies, Arthur (LVN)	\$ 57.00	12.25	698.25
8/26/2017	Lane, Andy (EMT-P)	\$ 60.00	19.25	1155.00
8/26/2017	Drahms, Heidi (LVN)	\$ 57.00	19.25	1097.25
8/26/2017	Wooten, Judy (RN)	\$ 67.00	12.50	837.50
8/26/2017	Barahona, Leo (EMT-P)	\$ 60.00	8.00	480.00
8/26/2017	Harvey, Jesse (PA)	\$ 110.00	8.00	880.00
8/27/2017	Luna, Jennett (RN)	\$ 67.00	12.00	804.00
8/27/2017	Martinez, Silvia (LVN)	\$ 57.00	12.00	684.00



8/27/2017	Ryan, Christina (LVN)	\$ 57.00	13.00	741.00
8/27/2017	Silva-Martinez, Estella (RN)	\$ 67.00	12.75	854.25
8/27/2017	Harvey, Kenneth (RN)	\$ 67.00	4.00	268.00
8/27/2017	Cristian, Aaron (RN)	\$ 67.00	16.00	1072.00
8/27/2017	Martin, Sophia (RN)	\$ 67.00	13.50	904.50
8/27/2017	Kutza, Maria (RN)	\$ 67.00	13.00	871.00
8/27/2017	Rosa, Karin (RN)	\$ 67.00	13.00	871.00
8/27/2017	Edger, Mary (RN)	\$ 67.00	12.00	804.00
8/27/2017	Lane, Andy (EMT-P)	\$ 60.00	12.50	750.00
8/27/2017	Drahmns, Heidi (LVN)	\$ 57.00	12.50	712.50
8/27/2017	Cristian, Aaron (RN)	\$ 67.00	16.00	1072.00
8/27/2017	Andry, Tricia (RN)	\$ 67.00	12.25	820.75
8/27/2017	Mosier, Vance (LVN)	\$ 57.00	12.00	684.00
8/27/2017	McNeal, Jean (RN)	\$ 67.00	12.25	820.75
8/28/2017	Luna, Jennett (RN)	\$ 67.00	12.50	837.50
8/28/2017	Lechuga, Quay (LVN)	\$ 57.00	14.00	798.00
8/28/2017	Martin, Sophia (RN)	\$ 67.00	12.50	837.50
8/28/2017	McNeal, Jean (RN)	\$ 67.00	12.50	837.50
8/28/2017	Silva-Martinez, Estella (RN)	\$ 67.00	12.50	837.50
8/28/2017	Kutza, Maria (RN)	\$ 67.00	12.50	837.50
8/28/2017	Rosa, Karin (RN)	\$ 67.00	14.25	954.75
8/28/2017	Edger, Mary (RN)	\$ 67.00	9.50	636.50
8/28/2017	Cristian, Aaron (RN)	\$ 67.00	11.00	737.00
8/28/2017	Andry, Tricia (RN)	\$ 67.00	12.00	804.00
8/28/2017	Lane, Andy (EMT-P)	\$ 60.00	12.75	765.00
8/28/2017	Drahmns, Heidi (LVN)	\$ 57.00	12.75	726.75
8/29/2017	Martin, Sophia (RN)	\$ 67.00	12.50	837.50
8/29/2017	Luna, Jennett (RN)	\$ 67.00	12.25	820.75
8/29/2017	Puente, Jacquelin (CNA)	\$ 35.00	13.25	463.75
8/29/2017	Walton, Michael (LVN)	\$ 57.00	13.25	755.25
8/29/2017	Watson, Lori (LVN)	\$ 57.00	12.00	684.00
8/29/2017	Kutza, Maria (RN)	\$ 67.00	8.00	536.00
8/29/2017	Martinez, Silvia (LVN)	\$ 57.00	12.00	684.00
8/29/2017	Canales, Azalea (LVN)	\$ 57.00	12.00	684.00
8/29/2017	Wooten, Judy (RN)	\$ 67.00	14.50	971.50
8/29/2017	Bryson, Shannon (LVN)	\$ 57.00	13.00	741.00
8/29/2017	Cantu, Amelie (CMA)	\$ 35.00	11.50	402.50
8/29/2017	Maldonado, Noelia (LVN)	\$ 57.00	12.50	712.50
8/29/2017	Brown, April (LVN)	\$ 57.00	12.00	684.00
8/29/2017	Carranza, Sylvia (CNA)	\$ 35.00	12.25	428.75
8/29/2017	Garza, Erma (MA)	\$ 35.00	11.50	402.50
8/29/2017	Silva-Martinez, Estella (RN)	\$ 67.00	12.00	804.00
8/29/2017	Sanchez, Ashley (MA)	\$ 35.00	12.00	420.00
8/29/2017	Guerra, Valerie (MA)	\$ 35.00	13.00	455.00
8/29/2017	McNeal, Jean (RN)	\$ 67.00	6.25	418.75



8/30/2017	Harvey, Kenneth (RN)	\$ 67.00	8.00	536.00
8/30/2017	Luna, Jennett (RN)	\$ 67.00	13.00	871.00
8/30/2017	Rosales, Betty	\$ 35.00	12.00	420.00
8/30/2017	Neal, Derrick (LVN)	\$ 57.00	12.00	684.00
8/30/2017	Hornbeak, Leah (LVN)	\$ 57.00	13.50	769.50
8/30/2017	Reynoso, Jennifer (LVN)	\$ 57.00	6.00	342.00
8/30/2017	McNeal, Jean (RN)	\$ 67.00	12.75	854.25
8/30/2017	Foster, Sharren (LVN)	\$ 57.00	13.50	769.50
8/30/2017	Canales, Azalea (LVN)	\$ 57.00	8.00	456.00
8/30/2017	Wooten, Judy (RN)	\$ 67.00	13.00	871.00
8/30/2017	James, Darren (RN)	\$ 67.00	12.00	804.00
8/30/2017	Garza, Erma (MA)	\$ 35.00	4.50	157.50
8/30/2017	Bryson, Shannon (LVN)	\$ 57.00	14.50	826.50
8/30/2017	Lopez, Renee (LVN)	\$ 57.00	12.00	684.00
8/30/2017	Cantu, Amelie (CMA)	\$ 35.00	11.50	402.50
8/30/2017	Silva-Martinez, Estella (RN)	\$ 67.00	14.25	954.75
8/30/2017	Drinan, James (LVN)	\$ 57.00	12.00	684.00
8/30/2017	Carranza, Sylvia (CNA)	\$ 35.00	12.00	420.00
8/30/2017	Villatoro, Carmen (MA)	\$ 35.00	12.50	437.50
8/31/2017	Harvey, Kenneth (RN)	\$ 67.00	9.00	603.00
8/31/2017	Luna, Jennett (RN)	\$ 67.00	10.50	703.50
8/31/2017	Rosales, Betty	\$ 35.00	3.50	122.50
8/31/2017	Reynoso, Jennifer (LVN)	\$ 57.00	9.50	541.50
8/31/2017	Canales, Azalea (LVN)	\$ 57.00	9.00	513.00
8/31/2017	Hornbeak, Leah (LVN)	\$ 57.00	9.00	513.00
8/31/2017	Balmos, Lauren (LVN)	\$ 57.00	9.75	555.75
8/31/2017	Dearing, Feddoe (CNA)	\$ 35.00	9.50	332.50
8/31/2017	Duffy, Crystal (LVN)	\$ 57.00	9.75	555.75
8/31/2017	McNeal, Jean (RN)	\$ 67.00	7.00	469.00
8/31/2017	Foster, Sharren (LVN)	\$ 57.00	9.00	513.00
8/31/2017	Randle, Felicia (LVN)	\$ 57.00	9.00	513.00
8/31/2017	Neal, Derrick (LVN)	\$ 57.00	9.00	513.00
<b>Invoice Total</b>		<b>\$</b>	<b>72,367.25</b>	

Please Remit To:

Angel Staffing, Inc.  
1202 E. Sonterra Blvd., Suite 501  
San Antonio, TX 78258  
(210) 616-9526 (Office)  
(210) 616-9501 (Fax)

Invoice Payment Terms:  
Net 15

**FINANCE DEPARTMENT**  
**Certificate of Exemption Form**

Date: 10/05/2017

Originating Department: SAOEM / Hurricane Harvey

The City is authorized under limited conditions to make procurements outside of the competitive solicitation process. Chapter 252 of the Local Government Code provides guidance regarding sixteen general exemptions from the competitive solicitation. Please select one exemption.

- |  |  |
|--|--|
| <input type="radio"/> a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property | <input type="radio"/> paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments  |
| <input checked="" type="radio"/> a procurement to preserve or protect the public health or safety of the city's residents                                    | <input type="radio"/> a public improvement project which has been authorized but for which there is deficiency of funds to complete in accordance with the plans as authorized |
| <input type="radio"/> a procurement necessary because of unforeseen damage to machinery, equipment or other property   | <input type="radio"/> a payment under a contract by which a developer participates in the construction of a public improvement as provided by subchap. c, ch 212.              |
| <input type="radio"/> a procurement for personal, professional or planning services  | <input type="radio"/> personal property sold   |
| <input type="radio"/> a procurement for work that is performed and paid for by the day as the work progresses  | <input type="radio"/> services performed by blind or severely disabled persons   |
| <input type="radio"/> a purchase of land or right-of-way   | <input type="radio"/> goods purchased by a municipality for subsequent retail sale by the municipality   |
| <input type="radio"/> a procurement of items available from only one source  | <input type="radio"/> electricity  |
| <input type="radio"/> a purchase of rare books, papers and other materials for a public library  | <input type="radio"/> advertising, other than legal notices  |

This Certificate of Exemption is executed and filed with the Finance Department as follows:

1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:

The City of San Antonio entered into a direct contract with Trane Building Services to provide temporary HVAC at several Hurricane Harvey evacuee shelters without functioning systems in place. The vendor was located off a TCPN list and able to meet the time frame. Previously submitted proposals did not include cost of labor, materials, freight to prepare sites for rented equipment installation:

4958 Stout Drive - \$12,902.89 in labor and materials

5003 Stout Drive - \$7,358.84 in labor and materials preparing potential shelter site.

3201 E Houston - \$28,970.91 in labor, materials, added freight.

The SAOEM reached out to the Finance Department - Purchasing Division for guidance on this procurement. As stated above, this is an exception from TLGC 252. The ratification of this contract will be approved by City Council, date TBD. Resulting PO will be subsequently edited to include ratifying ordinance information.

3. Because the exemption stated above exists, the City of San Antonio intends to contract with Trane Building Services which will cost approximately \$ 49,232.64

Diana Lopez  
 Originator

[Signature]  
 Department Director Approval

[Signature] 10/9/2017  
 Procurement Administrator Approval

[Signature]  
 City Manager

(approval required only for ratification by City Council)



FINANCE DEPARTMENT  
Certificate of Exemption Form

SC # 2000 421 280

Date: 9/18/17

Originating Department: SAOEM / Hurricane Harvey

The City is authorized under limited conditions to make procurements outside of the competitive solicitation process. Chapter 252 of the Local Government Code provides guidance regarding sixteen general exemptions from the competitive solicitation. Please select one exemption.

- ☐ a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property
- ☒ a procurement to preserve or protect the public health or safety of the city's residents
- ☐ a procurement necessary because of unforeseen damage to machinery, equipment or other property
- ☐ a procurement for personal, professional or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source
- ☐ a purchase of rare books, papers and other materials for a public library
- ☐ paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments
- ☐ a public improvement project which has been authorized but for which there is deficiency of funds to complete in accordance with the plans as authorized
- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by subchap. c, ch 212.
- ☐ personal property sold
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices

This Certificate of Exemption is executed and filed with the Finance Department as follows:

1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:  
The City of San Antonio entered into a direct contract with Trane Building Services to provide temporary HVAC at several Hurricane Harvey evacuee shelters because they did not have functioning system in place. The vendor was located off a TCPN list and was able to meet the time frame. The shelter addresses are below:  
4958 Stout Dr - \$50,082.80  
3201 E. Houston Animal Shelter 1 - \$14,531.75  
3201 E. Houston Animal Shelter 2 - \$22,822.28  
The SAOEM reached out to the Finance Department - Purchasing Division for guidance on this procurement. As stated above, this is an exception from TLGC 252. The ratification of this contract will be approved by City Council, date TBD. Resulting PO will be subsequently edited to include ratifying ordinance information.
3. Because the exemption stated above exists, the City of San Antonio intends to contract with Trane Building Services which will cost approximately \$ 87,446.84

Originator

Department Director Approval

Procurement Administrator Approval

City Manager

(approval required only for ratification by City Council)

Revised 3/12/2014

COUNCIL  
RATIFICATION  
REQUIRED

Tracking Number:

F4170303  
(For Finance Use Only)

**FINANCE DEPARTMENT**  
**Certificate of Exemption Form**

Date: 08/28/2017

Originating Department: SAOEM / Hurricane Harvey

The City is authorized under limited conditions to make procurements outside of the competitive solicitation process. Chapter 252 of the Local Government Code provides guidance regarding sixteen general exemptions from the competitive solicitation. Please select one exemption.

- |  |  |
|--|--|
| <input type="radio"/> a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property | <input type="radio"/> paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments  |
| <input type="radio"/> a procurement to preserve or protect the public health or safety of the city's residents   | <input type="radio"/> a public improvement project which has been authorized but for which there is deficiency of funds to complete in accordance with the plans as authorized |
| <input type="radio"/> a procurement necessary because of unforeseen damage to machinery, equipment or other property   | <input type="radio"/> a payment under a contract by which a developer participates in the construction of a public improvement as provided by subchap. c, ch 212.              |
| <input type="radio"/> a procurement for personal, professional or planning services  | <input type="radio"/> personal property sold   |
| <input type="radio"/> a procurement for work that is performed and paid for by the day as the work progresses  | <input type="radio"/> services performed by blind or severely disabled persons   |
| <input type="radio"/> a purchase of land or right-of-way   | <input type="radio"/> goods purchased by a municipality for subsequent retail sale by the municipality   |
| <input type="radio"/> a procurement of items available from only one source  | <input type="radio"/> electricity  |
| <input type="radio"/> a purchase of rare books, papers and other materials for a public library  | <input type="radio"/> advertising, other than legal notices  |

This Certificate of Exemption is executed and filed with the Finance Department as follows:

1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:

The City of San Antonio entered into a direct contract with Trane Building Services to provide temporary HVAC at the Hurricane Harvey evacuee shelter located on Morris Wilt. The shelter does not a functioning HVAC system. ✓

The SAOEM reached out to the Finance Department - Purchasing Division for guidance on this procurement. As stated above, this is an exception from TLGC 252. The ratification of this contract will be approved by City Council, date TBD. Resulting PO will be subsequently edited to include ratifying ordinance information.

3. Because the exemption stated above exists, the City of San Antonio intends to contract with Trane Building Services which will cost approximately \$ \$126,597.52

  
Originator

  
Department Director Approval

  
Procurement Administrator Approval

  
City Manager

(approval required only for ratification by City Council)

Revised 3/12/2014

Tracking Number:

F4170280  
(For Finance Use Only)



**INVOICE # 82417A**

Purchase Order: 8000237157

Date: 09/30/17

City of San Antonio – Finance  
Attn: Accounts Payable  
PO Box 839976  
San Antonio, TX 78283-3976

Description	Total
Hurricane Harvey Emergency Transportation Services (Van Services) 08/24/17 – 09/06/17	\$ 6,016.00

Total Due:	<u>\$ 6,016.00</u>
------------	--------------------

Remit payment to:  
VIA Metropolitan Transit  
Attn: Fiscal Management Dept.  
P.O. Box 12489  
San Antonio, TX 78212

If you have any questions please call Christina Bune at 210-362-2178.

Office Usage: 413917590

**VIA Metropolitan Transit Authority**  
**Emergency Transportation Services Summary - Hurricane Harvey 2017**

<b>EVACUEE VAN SERVICES</b>			
<b>Date</b>	<b>Trips/Day</b>	<b>Cost/Trip</b>	<b>Total Cost Para Svc</b>
8/24/2017	0	\$ 47.00	\$ -
8/25/2017	0	\$ 47.00	\$ -
8/26/2017	9	\$ 47.00	\$ 423.00
8/27/2017	13	\$ 47.00	\$ 611.00
8/28/2017	13	\$ 47.00	\$ 611.00
8/29/2017	34	\$ 47.00	\$ 1,598.00
8/30/2017	13	\$ 47.00	\$ 611.00
8/31/2017	22	\$ 47.00	\$ 1,034.00
9/1/2017	13	\$ 47.00	\$ 611.00
9/2/2017	1	\$ 47.00	\$ 47.00
9/3/2017	4	\$ 47.00	\$ 188.00
9/4/2017	2	\$ 47.00	\$ 94.00
9/5/2017	3	\$ 47.00	\$ 141.00
9/6/2017	1	\$ 47.00	\$ 47.00
	<b>128</b>		<b>\$ 6,016.00</b>



ATTACHMENT 8

INTER-JURISDICTIONAL HURRICANE HARVEY  
MUTUAL AID AGREEMENT

State of Texas                   §  
   §  
County of Aransas           §

This Inter-Jurisdictional Mutual Aid Agreement ("Agreement") is entered into as of the date last executed by the Parties by and between the **County of Aransas, Texas**, a political subdivision of the state, and the **City of San Antonio, Texas**, a home-rule city principally situated in Bexar County, Texas (individually, a "Party", and collectively, the "Parties").

WHEREAS, the Parties recognize the vulnerability of the people and communities located in their respective jurisdictions to damage, injury, and loss of life and property resulting from Hurricane Harvey (as defined herein) and recognize that Hurricane Harvey may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that in the past Mutual Aid has been provided between or among the Parties in the form of personnel, equipment, and other resources during Hurricane Harvey and to help with recovery; and,

WHEREAS, the governing officials of the Parties specifically desire to secure for each Party the benefits of Mutual Aid and protection of life and property in connection with Hurricane Harvey; and,

WHEREAS, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping Hurricane Harvey and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that Mutual Aid is accomplished in the minimum time possible and with proper documentation of the work performed under this Agreement, and desire to enter into this Agreement to provide Mutual Aid consistent with the mutual aid plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

## Terms

### 1. RECITALS

The recitals set forth above are true and correct.

### 2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – This Inter-Jurisdictional Mutual Aid Agreement.
- b. Emergency – Hurricane Harvey, a category 4 hurricane that made landfall in Texas on August 25, 2017, and its aftermath, including but not limited to flooding and other events and conditions resulting, directly or indirectly, from Hurricane Harvey ("Hurricane Harvey").
- c. Mutual Aid – A homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, and other resources.
- d. NIMS – The National Incident Management System.
- e. Point of Contact – The individual or individuals authorized by each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party's Emergency Management Director, Chief Procurement Officer, or Chief Executive Officer is always a Point of Contact, in addition to those designated as the Point of Contact. Where the Party is the County of Aransas, the Chief Executive Officer is the County Judge.
- f. Reimbursable Expenses. Reimbursable Expenses includes compensation for personnel; materials; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses. Other categories of expenses may be included as Reimbursable Expenses as determined and approved in writing by the Requesting Party's Point of Contact.
- g. Requesting Party – The Party requesting Mutual Aid under this Agreement.
- h. Responding Party – The Party providing Mutual Aid assistance under this Agreement.

### 3. POINT OF CONTACT DESIGNATION

Each Party shall provide the other Party with written protocol by which its' designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Mutual Aid on behalf of



a Party under this Agreement. Each Party must notify the other Party in writing of any change in its Point of Contact protocol as soon as practicable.

**4. ACTIVATION OF AGREEMENT**

This Agreement is activated when a request is made for Mutual Aid assistance in connection with Hurricane Harvey. The request shall be documented by the Requesting Party and forwarded to the Responding Party.

**5. INITIATION OF REQUEST**

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster related to Hurricane Harvey pursuant to Chapter 418 of the Texas Government Code, as amended; or,
- b. After a finding of the Emergency as determined by the Point of Contact of the Requesting Party.

**6. PROCEDURES FOR REQUESTS**

Subject to the conditions in this Section, a Point of Contact may request Mutual Aid assistance in connection with Hurricane Harvey by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation.

- a. The written request shall state that the request is made pursuant to this Agreement.
- b. Mutual aid shall not be requested by a Party unless it is directly related to the Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.
- c. All requests for Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
  - i. A general description of the Emergency and the damage or injury sustained or threatened;
  - ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, information technology, etc.) and the particular type of assistance needed;

- iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed and authority for procurement to provide equipment and services, in accordance with procurement statutes;
- iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,
- v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

## **7. THE PROVISION OF MUTUAL AID**

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto shall furnish Mutual Aid in coping with Hurricane Harvey.

a. Assessment of Availability of Resources and Ability to Render Assistance.

When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Mutual Aid assistance unless the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.

b. Information Required of the Responding Party.

A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- ii. The estimated length of time that the personnel, equipment, and other resources will be available;
- iii. The name of the person or persons to be designated as supervisory personnel; and,
- iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).

c. Supervision and Control.

When providing assistance under the terms of this Agreement, the response effort, to the extent possible, should be organized and function in accordance with National Incident Management System (NIMS) guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party.



Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.

d. Food, Housing, and Self-Sufficiency.

Subject to Section 8, the Requesting Party shall have the responsibility of reimbursing costs incurred by Responding Party for food and housing for the personnel of the Responding Party from the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.

e. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body or chief executive officer to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

f. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

g. The Duration of Aid.

The provision of Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

8. COSTS

- a. All costs associated with the provision of Mutual Aid exceeding twelve consecutive hours for the Emergency shall be paid by the Responding Party and reimbursed by the Requesting Party at the Responding Party's actual and reasonable cost of Reimbursable Expenses to the extent permitted by law. Notwithstanding any other provision in this Agreement, (i) the Requesting Party has no obligation under this Agreement to make any payment of any amount of money to the Responding Party in excess of the amount of the Responding Party's actual and reasonable costs for Reimbursable Expenses and (ii) the Requesting Party shall not issue or make payments to the Responding Party prior to the Requesting Party's receipt of supporting documentation in connection with the Mutual Aid sufficient for the Requesting Party to justify payment of the Responding Party's actual and reasonable costs for Reimbursable Expenses. In the event federal funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party shall make the claim for the eligible costs of the Responding Party on its federal subgrant application and will disburse funds that cover the actual and reasonable costs of the Responding Party's Reimbursable Expenses provided, (i) the Responding Party has submitted a timely request for reimbursement in accordance with this Section and (ii) that costs do not exceed the types of costs eligible under the Mutual Aid guidelines for reimbursement under the Stafford Act, Title 44 of the Code of Federal Regulations, and in other public laws, regulations or policies.
- b. The Responding Party must submit requests for reimbursement as soon as practicable but no later than sixty days after the return of all personnel and equipment deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such reimbursement requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each. The provision of Mutual Aid will be considered non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.
- c. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The Responding Party shall keep records in both digital and tangible formats. The Responding Party shall keep records for the time period required by 2 C.F.R. Section 200.333 (retention requirements for records) in the event the Requesting Party receives federal funds for all or part of the reimbursed costs or for three years from date both parties agree final invoices have been paid when no federal funds are used by the Requesting Party. The Requesting Party shall notify the Responding Party when the federal grant or series of grants that gave rise to the initiation of a



request under this Agreement are closed. The Responding Party must respond to all requests for documentation or information from the Requesting Party within seven days of receipt and must provide the requested documentation within thirty days of receipt of the request, unless the time is extended by the Requesting Party. Such requests from the Responding Party may include without limitation requests for specific document and additional information required to fulfill state and/or federal audit requests.

- d. Provided the Responding Party has submitted a timely request for reimbursement in accordance with this Section, the Requesting Party shall make payment to the Responding Party for reimbursement requests that have been properly documented, consistent with the requirements of this Agreement, and approved by the Requesting Party's Point of Contact no later than ninety days after the Requesting Party receives reimbursement from the federal government.

#### **9. INSURANCE**

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.
- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

#### **10. WAIVER OF CLAIMS AGAINST PARTIES**

Each Party hereto waives claims 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 part by the gross negligence of an officer or employee of another Party.

#### **11. EXPENDING FUNDS**

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

**12. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE**

Notwithstanding any other provisions herein, either Party hereto may provide emergency assistance or law enforcement assistance to the other Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

**13. TERM**

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each Party through December 31 of the year signed. This Agreement shall automatically renew each successive calendar year until such time as a Party terminates its participation as set out in this Agreement.

**14. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.**

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is responsible for any civil liability that arises from the Responding Party's furnishing of services described in Section 791.006.

**15. LIABILITY UNDER INTERLOCAL CONTRACT**

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Responding Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Mutual Aid under this Agreement.

**16. ENTIRETY**

This Agreement contains all commitments and agreements of the Parties regarding Mutual Aid to be rendered during or in connection with Hurricane Harvey. All previously entered into mutual aid agreements between the Parties are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Any request for Mutual Aid pursuant to Section 6 provided by either Party on or after August 24, 2017, is deemed to be provided under the terms of this Agreement.

**17. RATIFICATION**

Each Party hereby ratifies the rendering and/or receiving of Mutual Aid provided pursuant to Section 6 but taken prior to the date of this Agreement.

**18. INTERLOCAL COOPERATION ACT**



The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as those terms are defined in the Interlocal Cooperation Act.

**19. CONFIDENTIALITY**

The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

**20. SEVERABILITY**

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**21. VALIDITY AND ENFORCEABILITY**

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

**22. AMENDMENT**

This Agreement may be amended only by mutual written consent of the Parties.

**23. TERMINATION**

It is agreed that any Party hereto shall have the right to terminate its participation in this Agreement upon ninety (90) days written notice to the other Parties hereto.

**24. THIRD PARTIES**

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

**25. NOTICES**

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission.

**26. WARRANTY**

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full

authority to execute this Agreement and to legally bind the respective Party to this Agreement.

**27. IMMUNITY RETAINED**

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

**28. GOVERNING LAW AND VENUE**

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

**29. FORMS**

Either Party may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

**30. HEADINGS**

The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

*Remainder of Page Intentionally Left Blank  
Signature Pages to Follow*



EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original.

**COUNTY OF ARANSAS, TEXAS**

Signed by:

  
C.H. "Burt" Mills  
County Judge  
Date: 7/17/16

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original.

**CITY OF SAN ANTONIO, TEXAS**

Signed by:

A handwritten signature in black ink, appearing to be 'Ren Nirenberg', written over a horizontal line.

Ren Nirenberg

Mayor

Date: 09/05/2017



ATTACHMENT 9

INTER-JURISDICTIONAL MUTUAL AID AGREEMENT

State of Texas           §  
                                  §  
County of San Patricio   §

This Inter-Jurisdictional Mutual Aid Agreement ("Agreement") is entered into as of the date last executed by the Parties by and between the **City of Aransas Pass, Texas**, a home-rule city principally situated in San Patricio County, Texas and the **City of San Antonio, Texas**, a home-rule city principally situated in Bexar County, Texas (individually, a "Party", and collectively, the "Parties").

WHEREAS, the Parties recognize the vulnerability of the people and communities located in their respective jurisdictions to damage, injury, and loss of life and property resulting from Emergencies and recognize that Emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that in the past Mutual Aid has been provided between or among the Parties in the form of personnel, equipment, and other resources during Emergencies and to help with recovery; and,

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid and protection of life and property in the event of an Emergency; and,

WHEREAS, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Emergencies and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that Mutual Aid is accomplished in the minimum time possible and desire to enter into this Agreement to provide Mutual Aid consistent with the mutual aid plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

## Terms

### 1. RECITALS

The recitals set forth above are true and correct.

### 2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – This Inter-Jurisdictional Mutual Aid Agreement.
- b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property.
- c. Mutual Aid – A homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, and other resources.
- d. NIMS – The National Incident Management System.
- e. Point of Contact – The individual or individuals authorized by each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party's Emergency Management Director or Chief Executive Officer is always a Point of Contact, in addition to those designated as the Point of Contact. Where the Party is the City of Aransas Pass, the Chief Executive Officer is the Mayor of the City of Aransas Pass.
- f. Requesting Party – The Party requesting Mutual Aid under this Agreement.
- g. Responding Party – The Party providing Mutual Aid assistance under this Agreement.

### 3. POINT OF CONTACT DESIGNATION

Each Party shall provide the other Party with written protocol by which its' designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the other Party in writing of any change in its Point of Contact protocol as soon as practicable.

### 4. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for Mutual Aid assistance. The request shall be documented by the Requesting Party and forwarded to the Responding Party.



**5. INITIATION OF REQUEST**

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or,
- b. After a finding of an Emergency as determined by the Point of Contact of the Requesting Party.

**6. PROCEDURES FOR REQUESTS**

Subject to the conditions in this Section, a Point of Contact may request Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation.

- a. The written request shall state that the request is made pursuant to this Agreement.
- b. Mutual aid shall not be requested by a Party unless it is directly related to the Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.
- c. All requests for Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
  - i. A general description of the Emergency and the damage or injury sustained or threatened;
  - ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.) and the particular type of assistance needed;
  - iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;
  - iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,
  - v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and

equipment of any Responding Party at each location to which resources are dispatched.

**7. THE PROVISION OF MUTUAL AID**

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto shall furnish Mutual Aid in coping with an Emergency.

**a. Assessment of Availability of Resources and Ability to Render Assistance.**

When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Mutual Aid assistance unless the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.

**b. Information Required of the Responding Party.**

A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- ii. The estimated length of time that the personnel, equipment, and other resources will be available;
- iii. The name of the person or persons to be designated as supervisory personnel; and,
- iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).

**c. Supervision and Control.**

When providing assistance under the terms of this Agreement, the response effort, to the extent possible, should be organized and function in accordance with NIMS guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.



d. Food, Housing, and Self-Sufficiency.

Subject to Section 8, the Requesting Party shall have the responsibility of reimbursing costs incurred by Responding Party for food and housing for the personnel of the Responding Party from the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.

e. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body or chief executive officer to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

f. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

g. The Duration of Aid.

The provision of Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

8. COSTS

All costs associated with the provision of Mutual Aid exceeding twelve consecutive hours per Emergency shall be paid by the Responding Party and reimbursed by the Requesting Party at actual cost, to the extent permitted by law. Such reimbursable costs may include, but are not limited to: compensation for personnel; materials, operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses. The Responding Party agrees that only costs eligible under the FEMA Mutual Aid Policy, as described in applicable federal statutes, regulations, and the Public Assistance and Program and Policy Guide (FP 104-009-2 /

April 2017) as may be amended from time to time, shall be submitted to, considered by or be eligible for reimbursement under this Agreement from the Requesting Party. Notwithstanding any other provision in this Agreement, the Requesting Party has no obligation under this Agreement to make any payment of any amount of money to the Responding Party in excess of the amount of the Responding Party's actual expenses actually reimbursed and paid by the federal government and only funds received from the federal government for reimbursement of the Responding Party's eligible reimbursable expenses shall be the source of any payment by the Requesting Party to the Responding Party and payments by the Requesting Party to the Responding Party shall not be paid by the Requesting Party to the Responding Party, prior to the Requesting Party's receipt of payment from the federal government of the Responding Party's eligible reimbursable expenses. (Requesting Party shall timely submit all documentation and information necessary to apply for FEMA reimbursement and shall notify Responding Party if there is any expected delay or deficiency in terms of applying for FEMA reimbursement. Both Parties acknowledge that Responding Party is considered a third party beneficiary with respect to reimbursable costs from FEMA.

- a. The Responding Party must submit requests for reimbursement as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each. The provision of Mutual Aid will be considered non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.
- b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- c. In the event federal funds are eligible for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party shall make the claim for the eligible costs of the Responding Party on its subgrant application and will disburse the federal share of funds to the Responding Party. Provided the Responding Party has submitted a timely request for reimbursement in accordance with this Section, then the Requesting Party shall make payment to the Responding Party for reimbursement requests that have been properly documented and approved by the Requesting Party's Point of Contact no later than ninety days after the Requesting Party receives reimbursement from the federal government.



**9. INSURANCE**

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.
- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

**10. WAIVER OF CLAIMS AGAINST PARTIES**

Each Party hereto waives claims 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 part by the gross negligence of an officer or employee of another Party.

**11. EXPENDING FUNDS**

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

**12. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE**

Notwithstanding any other provisions herein, either Party hereto may provide emergency assistance or law enforcement assistance to the other Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

**13. TERM**

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each Party through December 31 of the year signed. This Agreement shall automatically renew each successive calendar year until such time as a Party terminates its participation as set out in this Agreement.

**14. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.**

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is responsible for any civil liability that arises from the Responding Party's furnishing of services described in Section 791.006.

**15. LIABILITY UNDER INTERLOCAL CONTRACT**

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Responding Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Mutual Aid under this Agreement.

**16. ENTIRETY**

This Agreement contains all commitments and agreements of the Parties regarding Mutual Aid to be rendered during or in connection with an Emergency. All previously entered into mutual aid agreements between the Parties are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Any Mutual Aid provided by either Party on or after August 24, 2017, is deemed to be provided under the terms of this Agreement.

**17. RATIFICATION**

Each Party hereby ratifies the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

**18. INTERLOCAL COOPERATION ACT**

The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as those terms are defined in the Interlocal Cooperation Act.

**19. CONFIDENTIALITY**

The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

**20. SEVERABILITY**

If a provision contained in this Agreement is held invalid for any reason, the



invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**21. VALIDITY AND ENFORCEABILITY**

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

**22. AMENDMENT**

This Agreement may be amended only by mutual written consent of the Parties.

**23. TERMINATION**

It is agreed that any Party hereto shall have the right to terminate its participation in this Agreement upon ninety (90) days written notice to the other Parties hereto.

**24. THIRD PARTIES**

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

**25. NOTICES**

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission.

**26. WARRANTY**

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

**27. IMMUNITY RETAINED**

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

**28. GOVERNING LAW AND VENUE**

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one

county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

**29. FORMS**

Either Party may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

**30. HEADINGS**

The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.



EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original.

**CITY OF ARANSAS PASS, TEXAS**

Signed by:

A handwritten signature in cursive script, appearing to read "Ramiro Gomez", is written over a horizontal line.

Ramiro Gomez

Mayor, City of Aransas Pass

Date: \_\_\_\_\_

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original.

CITY OF SAN ANTONIO, TEXAS

Signed by:

A handwritten signature in black ink, appearing to read 'Ron Nirenberg', is written over a horizontal line.

Ron Nirenberg

Mayor

Date 9/8/2017



ATTACHMENT 10

INTER-JURISDICTIONAL MUTUAL AID AGREEMENT

State of Texas       §  
                              §  
County of Harris     §

This Inter-Jurisdictional Mutual Aid Agreement ("Agreement") is entered into as of the date last executed by the Parties by and between the **City of Houston, Texas**, a home-rule city principally situated in Harris County, Texas and the **City of San Antonio, Texas**, a home-rule city principally situated in Bexar County, Texas (individually, a "Party", and collectively, the "Parties").

WHEREAS, the Parties recognize the vulnerability of the people and communities located in their respective jurisdictions to damage, injury, and loss of life and property resulting from Emergencies and recognize that Emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that in the past Mutual Aid has been provided between or among the Parties in the form of personnel, equipment, and other resources during Emergencies and to help with recovery; and,

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid and protection of life and property in the event of an Emergency; and,

WHEREAS, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Emergencies and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that Mutual Aid is accomplished in the minimum time possible and desire to enter into this Agreement to provide Mutual Aid consistent with the mutual aid plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

## Terms

### 1. RECITALS

The recitals set forth above are true and correct.

### 2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – This Inter-Jurisdictional Mutual Aid Agreement.
- b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property.
- c. Mutual Aid – A homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, and other resources.
- d. NIMS – The National Incident Management System.
- e. Point of Contact – The individual or individuals authorized by each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party's Emergency Management Director or Chief Executive Officer is always a Point of Contact, in addition to those designated as the Point of Contact. Where the Party is the City of Houston, the Chief Executive Officer is the Mayor of the City of Houston.
- f. Requesting Party – The Party requesting Mutual Aid under this Agreement.
- g. Responding Party – The Party providing Mutual Aid assistance under this Agreement.

### 3. POINT OF CONTACT DESIGNATION

Each Party shall provide the other Party with written protocol by which its designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the other Party in writing of any change in its Point of Contact protocol as soon as practicable.

### 4. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for Mutual Aid assistance. The request shall be documented by the Requesting Party and forwarded to the Responding Party.



**5. INITIATION OF REQUEST**

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or,
- b. After a finding of an Emergency as determined by the Point of Contact of the Requesting Party.

**6. PROCEDURES FOR REQUESTS**

Subject to the conditions in this Section, a Point of Contact may request Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation.

- a. The written request shall state that the request is made pursuant to this Agreement.
- b. Mutual aid shall not be requested by a Party unless it is directly related to the Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.
- c. All requests for Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
  - i. A general description of the Emergency and the damage or injury sustained or threatened;
  - ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.) and the particular type of assistance needed;
  - iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;
  - iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,
  - v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and

equipment of any Responding Party at each location to which resources are dispatched.

7. **THE PROVISION OF MUTUAL AID**

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto shall furnish Mutual Aid in coping with an Emergency.

a. **Assessment of Availability of Resources and Ability to Render Assistance.**

When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Mutual Aid assistance unless the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.

b. **Information Required of the Responding Party.**

A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- ii. The estimated length of time that the personnel, equipment, and other resources will be available;
- iii. The name of the person or persons to be designated as supervisory personnel; and,
- iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).

c. **Supervision and Control.**

When providing assistance under the terms of this Agreement, the response effort, to the extent possible, should be organized and function in accordance with NIMS guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.



d. Food, Housing, and Self-Sufficiency.

Subject to Section 8, the Requesting Party shall have the responsibility of reimbursing costs incurred by Responding Party for food and housing for the personnel of the Responding Party from the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.

e. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body or chief executive officer to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

f. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

g. The Duration of Aid.

The provision of Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

8. COSTS

All costs associated with the provision of Mutual Aid exceeding twelve consecutive hours per Emergency shall be paid by the Responding Party and reimbursed by the Requesting Party at the actual and reasonable cost of the Responding Party's FEMA Eligible Reimbursable Expenses as defined below, to the extent permitted by law. Such reimbursable costs may include, but are not limited to: compensation for personnel; materials, operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses. The Responding Party agrees that only the types of costs eligible under the FEMA

Mutual Aid Policy, as described in applicable federal statutes, regulations, and the Public Assistance and Program and Policy Guide (FP 104-009-2 / April 2017) as may be amended from time to time ("FEMA Eligible Reimbursable Expenses"), shall be submitted to, considered by or be eligible for reimbursement under this Agreement from the Requesting Party. Notwithstanding any other provision in this Agreement (i) the Requesting Party has no obligation under this Agreement to make any payment of any amount of money to the Responding Party in excess of the amount of the Responding Party's actual and reasonable costs for FEMA Eligible Reimbursable Expenses, (ii) only funds actually received by the Requesting Party from the federal government for reimbursement of expenses in connection with the Emergency for which the Responding Party incurred costs shall be the source of any payment by the Requesting Party to the Responding Party, and (iii) the Requesting Party shall not issue or make payments to the Responding Party prior to the Requesting Party's receipt of payment from the federal government in connection with the Emergency sufficient to pay the Responding Party's actual and reasonable costs for FEMA Eligible Reimbursable Expenses. Requesting Party shall timely submit all documentation and information necessary to apply for FEMA reimbursement and shall notify Responding Party if there is any expected delay or deficiency in terms of applying for FEMA reimbursement. Both Parties acknowledge that Responding Party is considered a third-party beneficiary with respect to reimbursable costs from FEMA.

- a. The Responding Party must submit requests for reimbursement as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each. The provision of Mutual Aid will be considered non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.
- b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- c. In the event federal funds are eligible for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party shall make the claim for the eligible costs of the Responding Party on its subgrant application and will disburse the federal share of funds to the Responding Party. Provided the Responding Party has submitted a timely request for reimbursement in accordance with this Section, then the Requesting Party shall make payment



to the Responding Party for reimbursement requests that have been properly documented and approved by the Requesting Party's Point of Contact no later than ninety days after the Requesting Party receives reimbursement from the federal government.

#### **9. INSURANCE**

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.
- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

#### **10. WAIVER OF CLAIMS AGAINST PARTIES**

Each Party hereto waives claims 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 part by the gross negligence of an officer or employee of another Party.

#### **11. EXPENDING FUNDS**

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

#### **12. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE**

Notwithstanding any other provisions herein, either Party hereto may provide emergency assistance or law enforcement assistance to the other Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

#### **13. TERM**

This Agreement shall become effective as to each Party when approved and

executed by that Party and shall be binding on each Party through December 31 of the year signed. This Agreement shall automatically renew each successive calendar year until such time as a Party terminates its participation as set out in this Agreement.

**14. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.**

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is responsible for any civil liability that arises from the Responding Party's furnishing of services described in Section 791.006.

**15. LIABILITY UNDER INTERLOCAL CONTRACT**

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Responding Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Mutual Aid under this Agreement.

**16. ENTIRETY**

This Agreement contains all commitments and agreements of the Parties regarding Mutual Aid to be rendered during or in connection with an Emergency. All previously entered into mutual aid agreements between the Parties are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Any Mutual Aid provided by either Party on or after August 24, 2017, is deemed to be provided under the terms of this Agreement.

**17. RATIFICATION**

Each Party hereby ratifies the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

**18. INTERLOCAL COOPERATION ACT**

The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as those terms are defined in the Interlocal Cooperation Act.

**19. CONFIDENTIALITY**

The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the



Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

**20. SEVERABILITY**

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**21. VALIDITY AND ENFORCEABILITY**

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

**22. AMENDMENT**

This Agreement may be amended only by mutual written consent of the Parties.

**23. TERMINATION**

It is agreed that any Party hereto shall have the right to terminate its participation in this Agreement upon ninety (90) days written notice to the other Parties hereto.

**24. THIRD PARTIES**

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

**25. NOTICES**

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission.

**26. WARRANTY**

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

**27. IMMUNITY RETAINED**

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

**28. GOVERNING LAW AND VENUE**

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

**29. FORMS**

Either Party may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

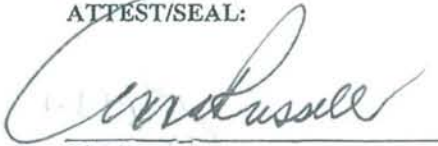
**30. HEADINGS**

The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.



EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original.

ATTEST/SEAL:



City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

DocuSigned by:

Ronald C. Lewis

01/04/2017 09:01:01

Ronald C. Lewis, City Attorney

For and with the permission of Sylvester Turner  
Mayor

APPROVED:

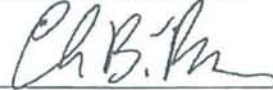
DocuSigned by:

Jerry Adams

09/11/2017 09:01:01

Chief Procurement Officer

COUNTERSIGNED BY:



City Controller

APPROVED AS TO FORM:



Deputy City Attorney

DATE COUNTERSIGNED:

9-3-17

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original.

**CITY OF SAN ANTONIO, TEXAS**

Signed by:

A handwritten signature in black ink, appearing to be 'MP', written over a horizontal line.

Manny Pelaez  
Mayor Pro Tem  
Date: 09/02/2017