



**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN HAYS COUNTY OFFICE OF EMERGENCY SERVICES (HAYS COUNTY) AND CITY OF DRIPPING SPRINGS (CODS) RELATED TO ANIMAL SHELTER AT THE DRIPPING SPRINGS RANCH PARK FOR SHORT-TERM SHELTER DURING A MANDATORY EVACUATION**

This ADDENDUM is entered into by and between the City of Dripping Springs, Texas (“Dripping Springs”) and the Hays County, Texas (“Hays County”) pursuant to the authority granted and in compliance with the provisions of the “INTERLOCAL COOPERATION ACT,” (“Act”) Chapter 791, Texas Government Code and under Chapter 421 (Homeland Security), Texas Government Code and as an Addendum to the Memorandum of Understanding (MOU) between Hays County Office of Emergency Services and City of Dripping Springs.

**WITNESSETH:**

**WHEREAS,** the Hays County Office of Emergency Services is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and,

**WHEREAS,** the City of Dripping Springs and the Hays County Office of Emergency Services had entered into a Memorandum of Understanding related to animal shelter services at the Dripping Spring Springs Ranch Park on or around March 2022; and

**WHEREAS,** Hays County has requested that the City of Dripping Springs accommodate evacuees with shelter needs for individuals within Hays County in addition to the provision of animal shelter services as provided in the MOU; and,

**WHEREAS,** in the event of an emergency event in the State of Texas, local, and regional infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event; and,

**WHEREAS,** the City of Dripping Springs and Hays County desire to have adequate emergency response provisions in place in the event of a declared state of emergency and mandatory evacuation related to person and animal sheltering; and,

**WHEREAS**, an emergency event and/or an “Order of Mandatory Evacuation” may require that some persons in Hays County, with the exception of essential emergency personnel, immediately evacuate certain areas of the County; and,

**WHEREAS**, Dripping Springs intends to provide short-term shelter for these Texas residents subject to the terms and conditions as specified in this Addendum to the MOU; and,

**WHEREAS**, pursuant to the Act, Hays County is authorized to contract with eligible entities to perform government functions and homeland security services; and,

**WHEREAS**, Dripping Springs is an eligible entity under the Act and desires to contract with the Hays County on the terms described herein; and,

**WHEREAS**, in accordance with the Act, Hays County and Dripping Springs recognize that any payments for the performance of governmental functions or services are from available current revenues and the parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the shelter operations; and,

**WHEREAS**, the parties agree that the respective rights, duties, and obligations, regarding this joint project are as specified in this Addendum to the MOU; now therefore,

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

## **I. STATEMENT OF RESPONSIBILITIES**

### **A. HAYS COUNTY:**

Hays County shall be responsible for coordinating the need for shelter operations and assisting with any needed transportation to and from Dripping Springs Ranch Park during a mandatory evacuation or related need for shelter.

Sheltered individuals will have the opportunity to bring pets subject to certain conditions, Hays County will use its best efforts to require and/or provide animal carriers and animal supplies.

Hays County shall be responsible for collecting data and identifying individuals who seek shelter, including those individuals with medical needs. The parties anticipate that the individuals with medical needs will constitute less than ten percent of the evacuees/individuals to be sheltered.

Hays County will not transport for sheltering under this Agreement individuals requiring extensive medical oversight or individuals receiving care in an institutional setting.

Within 60 days of the execution of this Addendum, and by April 1 of each year in which this Addendum is in effect, Hays County will use its best effort to provide Dripping Springs a numerical summary of persons expected to be sheltered under this Addendum for the purpose of

pre-planning only. The summary shall show the categories of evacuees (e.g., general population, city personnel and family, medical caretakers, medical needs evacuees, etc.), the number in each category and residential origin.

Hays County will use its best efforts to educate all residents seeking shelter to bring bedding, toiletries, prescription medication, and necessary mobility devices.

Hays County agrees to cooperate with Dripping Springs in the process of seeking FEMA and State direct reimbursement for the services provided under this Addendum.

## **B. CITY OF DRIPPING SPRINGS:**

Dripping Springs shall provide short-term shelter, to not exceed seven (7) calendar days, a maximum of 200 Hays County, Brazoria County, or other Texas residents requiring shelter as requested by Hays County. Hays County will operate the shelter facilities and arrange for mass feeding and other appropriate support, either directly or through other entities as described in the shelter hub plan. Dripping Springs Ranch Park reserves the right to determine the number and location of shelter facilities.

Dripping Springs will use its best efforts to provide medical shelters and necessary care for individuals who require medical support services.

Dripping Springs will coordinate and provide shelter and necessary care including supplies for all transported pets. Dripping Springs will use its best efforts to locate animal shelters next to evacuation shelters.

Dripping Springs may provide certain services and resources delineated in this Addendum through cooperating entities as described in the Shelter Hub Plan,

## **II. COSTS**

Hays County and **Dripping Springs shall be solely responsible for the planning, support, and all aspects** of the operation of the services respectively performed by each one and contemplated by this Addendum, including all legal and financial obligations without limitation including those of their employees and agents. Each Party agrees to cooperate in the process of seeking FEMA and State direct reimbursement for the services provided under this Addendum. In the event neither FEMA nor the State reimburses Dripping Springs for operation of the shelters, Dripping Springs agrees that any payment for the performance of services detailed in this Addendum shall be made from current revenues available. All expenses incurred by the City of Dripping Springs will be reimbursed by Hays County. All expenditures will be recorded and will be provided to Hays County.

## **III. MANAGEMENT OF SERVICES**

Hays County will use its best efforts to provide Dripping Springs sufficient advance notice of the Hays County intent to declare a mandatory evacuation or other order that requires use of the Dripping Springs Ranch Park for shelter. The Hays County Judge or designee shall be responsible

for communicating its intent to implement this Addendum. Hays County will provide Dripping Springs timely notice of the number of individuals to be sheltered and the estimated time of arrival.

The Parties will adopt procedures by which the Parties will communicate, coordinate, and implement actions and responsibilities relating to the performance of this Addendum. The Parties agree to conduct an annual evaluation of the procedures so that a more efficient and effective operation may be achieved.

In the event that extraordinary or major modifications to the terms of this Addendum are necessary during the performance of this Addendum, direct Communications shall be undertaken between the Hays County Judge and the Mayor of the City of Dripping Springs to establish the modifications. Minor or routine modifications shall be accomplished through the designated emergency management personnel.

#### **IV. TERM OF ADDENDUM**

The term of this Addendum runs concurrently with the Memorandum of Understanding.

#### **V. LIABILITY; NO WAIVER OF IMMUNITY**

To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Addendum or amendment thereto. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder, Each party to this Addendum expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Addendum, not due to the negligence, fraud, or illegal conduct of the other party.

It is expressly understood and agreed that under this Addendum neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

In providing services under this Addendum, Dripping Springs is furnishing homeland security services and shall not be responsible for any civil liability arising from the furnishing of the services as provided by Section 421.062 of the Government Code.

#### **VI. MUTUAL AGREEMENTS**

**A. Entire Agreement.** This Addendum with the MOU sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Addendum. No modification or, or waiver of any right under, this Addendum will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Addendum.

**B. Severability.** The phrases, clauses, sentences, paragraphs or section of this Addendum are severable and, if any phrase, clause, sentence, paragraph, or section of this Addendum should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Addendum.

**C. State Law and Venue Determination.** This Addendum shall be subject to and governed under the laws of the State of Texas. All Local, State and Federal laws shall supersede any provisions made in this Addendum. Any provision so effected will not negate the rest of the Addendum.

The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising from the Dripping Springs shelter shall be in Hays County, Texas.

**D. Paragraph Readings.** The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Addendum are for convenience only and shall in no way define, limit, or describe the scope or intent of this Addendum or any part of it.

**E. Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

**F. Assignment.** Neither party may assign this Addendum without the prior written consent of the other party.

This Addendum and its accompanying MOU shall be administered by the appropriate persons, on behalf of the City of Dripping Springs and the Hays County, as appointed by them to perform such duties. Each party paying for the performance of governmental functions or services under this Addendum agrees that it will make those payments from current revenues available to the paying party and represents that there are sufficient current revenues to make such payments. The Parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the transportation and shelter operations.

**HAYS COUNTY, TEXAS:**

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Mike Jones  
Director of Emergency Services

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Date Signed

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr.  
Mayor

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Date Signed

**ATTEST:**

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Andrea Cunningham  
City Secretary