

## **AGREEMENT FOR THE USE OF FACILITIES AS TEMPORARY RECEPTION AND CARE**

This Agreement is made and entered into between the Wylie Independent School District ("WISD") and the City of Wylie Texas ("City").

**Section 1. Purpose.** The purpose of this Agreement is to provide for cooperation and coordination between the City and WISD in carrying out joint responsibility to serve the citizens of Wylie during disasters, either human made or natural disasters, by providing facilities to use as temporary reception and mass care shelters.

The City provides emergency services on behalf of individuals and families who are victims of a disaster. The WISD, through the WISD Superintendent, is authorized to permit the City to use the school district's buildings, grounds, and equipment as temporary reception and mass care shelters required in the conduct of disaster services activities, and wishes to cooperate with the City in the mass care of the public.

The parties hereto mutually desire to reach an understanding that will result in making the aforesaid facilities and equipment of WISD available to the City for the aforesaid use, if requested by the City in writing. Now, therefore, it is mutually agreed between the parties as follows:

**Section 2. Duties of WISD:** WISD agrees:

- A. that after meeting its responsibilities to pupils, it will permit, to the extent of its ability and upon written request by the City, the use of WISD's physical facilities as a temporary use and care shelter for the victims of disasters. Nothing in this Agreement shall be intended or interpreted to modify any obligation WISD has under local, state or federal law to make such facilities available in the event of a disaster or other emergency;
- B. to provide each such facility with the necessary facilities and housekeeping personnel to properly maintain the facility;
- C. to provide other resources, such as transportation and food, after meeting its responsibilities to pupils, in the sole discretion of WISD to the extent of its ability and upon written request by the City;
- D. to make all requests for expenditures, including supplies and materials, through the City Emergency Operations Center using the proper procedures/channels before acquiring or using any supplies or materials; and
- E. to properly document and complete necessary disaster reimbursement documentation when requested by the City for the purpose of seeking reimbursement of costs and expenses from other governmental agencies and for the purpose of disaster documentation. Nothing in this Agreement shall be intended or interpreted to require either party to make reimbursement of any expenses or costs incurred by the other party in connection with this Agreement except as set forth in Section 2(C).
- F. It is expressly understood that the WISD shall have final authority in matters relating to space utilization at the individual shelter or reception site, provided that the health, safety, and welfare of disaster victims should guide such decisions.

**Section 3. Duties of the City:** The City agrees:

- A. that when WISD grants a request for the use of WISD facilities for the purpose of a temporary reception and mass care shelter under this Agreement, the use of each such facility shall be directly managed by the City;
- B. that the City shall exercise reasonable care in the conduct of its activities in such facilities;
- C. to provide peace officers on site during all hours a WISD facility is occupied by shelter guests;
- D. to manage the shelter and reception areas from implantation to demobilization;
- E. to staff required positions;
- F. to replace or reimburse WISD for any uninsured, on-hand resources and/or supplies that are used by the City in the conduct of its relief activities.

**Section 4. Indemnification Provision:** This Agreement purposefully does not contain any provision that requires WISD to indemnify or insure City for the City's negligence or to assume any liability for the City's negligence. This Agreement purposefully does not contain any provision that requires City to indemnify or insure WISD for WISD's negligence or to assume any liability for the WISD's negligence.

**Section 5. Problem Resolution:** Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Wylie Independent School District and the City Manager for the City of Wylie or their respective designees.

**Section 6. Conflict of Laws:** Nothing in this Agreement is intended to conflict with current laws or regulations of the United States of America, the State of Texas, or local government. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

**Section 7. Effective Date and Termination:** This Agreement shall become effective upon approval of both WISD and the City and will remain in effect unless terminated by either party. This Agreement may be terminated without cause by either party upon 180-days written notice to the other party.

**Section 8. Choice of Law:** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Texas.

**Section 9. Immunity:** Nothing in this Agreement shall be construed or intended to limit or waive any immunity to which either party may be entitled.

**City of Wylie, Texas**

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By: Brent Parker, City Manager

Attest:

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**Wylie Independent School District**

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By: David Vinson, Superintendent

Attest:

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