

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into by and between Smithville Independent School District and the City of Smithville.

R E C I T A L S

Smithville ISD desires to enter into a Memorandum of Understanding with the City of Smithville desire to enter into a Memorandum of Understanding to establish emergency reunification sites in the event of school evacuations.

Smithville ISD finds that entering in to such a Memorandum of Understanding with the City of Smithville serves a public purpose and serves the greater Smithville community.

NOW, THEREFORE, Smithville ISD and the City of Smithville in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

T E R M S:

I. Organization

This Memorandum of Understanding (MOU) is made and entered into by and between the **Smithville Independent School District (SISD)** and the **City of Smithville**, collectively referred to as "the Parties."

Smithville ISD is a Texas public school district committed to providing a safe and secure educational environment for all students and staff.

The **City of Smithville**, a municipal government within Bastrop County, Texas, is dedicated to ensuring the safety and well-being of its residents and supporting community emergency operations.

II. Recognition

The Parties acknowledge the following:

1. The safety and security of students and staff are of paramount importance during any emergency situation, including incidents that require the evacuation of school facilities.
2. Emergency reunification is a critical component of school emergency operations, ensuring that students are safely and efficiently reunited with their parents or guardians.

3. The City of Smithville owns and/or manages public facilities and properties that may serve as suitable reunification sites during such emergencies.
4. Pre-established agreements enhance coordination and reduce confusion during critical incidents.
5. This MOU aligns with the Texas Education Code, the Texas School Safety Center's best practices, and local Emergency Operations Plans (EOPs).

III. Principles of Cooperation

So that communications resources of the City of Smithville may be coordinated and utilized to the fullest advantage during disasters, emergencies, and public-service related situations, and to the extent permitted or required by law and regulation, the City of Smithville and Smithville ISD have agreed that each organization will:

1. Encourage on-going liaison with the other, urging members of both organizations to develop increasingly effective communications and cooperation.
2. Work with each other for developing emergency plans, training exercises, and a heightened state of preparedness.
3. Work with each other in times of disaster or emergency to meet the needs of the district.
4. Work within its own lines of authority and respect the lines of authority of the other.
5. Strive to distribute copies of and publicize this agreement through channels to its own members, and to other organizations, both public and private, which may have an active interest in disaster relief.
6. Work with local law enforcement agencies to establish a mutually acceptable means of identification for volunteers providing services hereunder with the goal of developing an identification that local law enforcement agencies will honor during disasters and emergencies.
7. Understand that this Agreement is not exclusive and any signee to this document may enter into similar local agreements with other disaster assistance-related agencies/organizations.
8. The Smithville ISD will not incur nor reimburse any expenses pertaining to this agreement or the parties involved.
9. Acknowledge that each Party intends that transportation, food, housing, and any expense incurred by either Party shall be the responsibility of the Party that incurs the expense.
10. Acknowledge that each Party intends to supply the best-that-can-be-applied accommodations and necessities during activation but agree that such may not be the priority during activation and such cannot be assured...

IV. Implementation

This memorandum shall take effect upon its signing by authorized representatives of the City of Smithville and representatives of Smithville ISD and be valid for a period of five years.

This memorandum may be amended by mutual agreement of both parties, and it is understood by both parties that at any time this Memorandum of Understanding may be terminated by written notification from either party to the other.

Six months prior to termination, the parties shall meet to review the progress and success of the Memorandum of Understanding and determine whether it shall be extended for an additional five years. In no event shall any single extension of this Memorandum of Understanding be for a term exceeding five years.

- **Activation:**

This MOU will be activated when a school evacuation requires off-site student reunification. The decision to initiate the reunification process will be made by Smithville ISD in coordination with emergency services.

- **Points of Contact:**

Each party will designate a primary point of contact:

- **Smithville ISD:** Dr. Bethany Logan, Assistant Superintendent, 512.237.2487
blogan@smithvilleisd.org
- **City of Smithville:** Mr. Robert Tamble, City Manager, 512. 237.3282

- **Review and Updates:**

This MOU will be reviewed annually and updated as necessary to reflect changes in facilities, personnel, or operational procedures. Amendments must be made in writing and signed by both parties.

V. Miscellaneous

1. **Powers**-This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority of bind the other.
2. **Limitation of Liability**- The City of Smithville understands and agrees that Smithville ISD has certified no funds under this Agreement, and the City of Smithville shall have no cause of action whatsoever for money against Smithville ISD under this Agreement irrespective of the nature thereof. The City of Smithville's sole remedy for breach of any provision of this Agreement is termination.
3. **Venue**-Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Bastrop County, Texas.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Smithville ISD by a duly authorized representative of Same, and on behalf of the City of Smithville by an authorized representative of Same.

PARTNER

By: Molley Perry, Superintendent

Signature

Date signed: _____

PARTNER

By: Robert Tample, City Manager

Robert Tample
[Robert Tample \(Sep 10, 2025 12:56:58 CDT\)](#)

Signature

Date signed: Sep 10, 2025