

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Kinney County Sheriff's Office

And

Brackett Independent School District

I. Purpose

This Memorandum of Understanding (MOU) outlines the mutual understanding between the Kinney County Sheriff's Office (hereafter referred to as "Sheriff's Office") and the Brackett Independent School District (hereafter referred to as "School District") regarding the use of School District buses during disaster response and evacuation operations in Kinney County. This MOU serves to ensure the coordinated use of School District buses for the transportation of individuals in the event of a disaster, emergency evacuation, or other public safety event within the county.

II. Scope of Agreement

In the event of a disaster or other declared emergency within the county, the Sheriff's Office and the School District agree to the following terms regarding the use of School District buses:

1. Purpose of Use:

The School District agrees to provide buses and drivers to assist the Sheriff's Office in the evacuation of residents, transportation of displaced individuals, or movement of emergency responders and essential personnel during a disaster or emergency situation.

2. Activation:

The use of buses will be activated by the Sheriff's Office upon the declaration of a disaster or emergency that requires mass evacuation, transport of individuals to shelters, or other transportation needs as identified by the Sheriff's Office.

III. Responsibilities of the Sheriff's Office

The Sheriff's Office shall:

1. Request Activation:

Upon activation of this agreement, the Sheriff's Office shall promptly notify the School District of the need for buses and the required number of vehicles.

2. Provide Coordination:

The Sheriff's Office shall coordinate the logistics of transportation, including the specific locations for pick-up and drop-off, and ensure that emergency personnel are available to assist with the operation.

3. Provide Security:

The Sheriff's Office will ensure the safety of passengers during evacuation and transportation, providing security as needed to protect passengers and drivers.

4. **Clearance of Roads:**

The Sheriff's Office will work with local agencies to ensure that roads are cleared and accessible for bus transportation during the emergency.

5. **Provide Information:**

The Sheriff's Office will provide the School District with real-time updates about the emergency situation and any changes to transportation requirements.

IV. Responsibilities of the School District

The School District shall:

1. **Provide Buses and Drivers:**

The School District agrees to provide an adequate number of school buses and certified drivers to assist in the evacuation or transport of individuals as directed by the Sheriff's Office.

2. **Ensure Readiness of Buses:**

The School District will ensure that the buses are in good working condition, properly maintained, and fueled for rapid deployment during an emergency.

3. **Coordinate with the Sheriff's Office:**

The School District will designate a point of contact and work closely with the Sheriff's Office to coordinate the details of bus deployment, including routes, timing, and logistics.

4. **Provide Emergency Equipment:**

If available, the School District will provide necessary safety equipment on the buses (such as first aid kits, water, or blankets) for the passengers.

5. **Staffing:**

The School District will provide qualified drivers to operate the buses during emergency evacuations, ensuring that the drivers follow safe operating procedures and are familiar with the local roadways.

V. Funding and Compensation

1. **Costs and Reimbursement:**

The Sheriff's Office will ensure that the School District is reimbursed for any operational costs incurred due to the use of buses during a disaster. These costs may include fuel, driver pay, and other associated expenses. Reimbursement rates will be determined based on the terms agreed upon in advance by both parties and may be subject to availability of funding.

2. **Record Keeping:**

Both parties agree to maintain accurate records of all activities related to the transportation, including the number of buses used, hours worked, and any other relevant expenses. These records will be submitted for reimbursement purposes.

VI. Duration of Agreement

This MOU will remain in effect for a period of one year, beginning on the date of execution. The agreement may be renewed upon mutual agreement of both parties. This agreement can be terminated by either party with 30 days' written notice.

VII. Terms and Conditions

1. Indemnification:

Both parties agree to indemnify and hold harmless the other party, its employees, and agents, from any claims, damages, or injuries arising from the execution of this agreement.

2. Liability:

The School District shall ensure that its drivers and buses are adequately insured and will assume full responsibility for any damages or injuries that occur during the course of operations.

3. Communication:

Both parties will ensure clear and consistent communication during emergencies. This includes using radios, phones, or other forms of communication to relay information on bus movements and emergency updates.

4. Termination:

This agreement can be terminated by either party for any reason with written notice. In the event of termination, both parties will ensure a smooth transition and continue to meet obligations until the termination date.

VIII. Signatures

By signing below, both the Sheriff's Office and the School District agree to the terms outlined in this Memorandum of Understanding (MOU).

Sheriff's Office

Signature: _____

Name: _____

Title: _____

Date: _____

School District

Signature: _____

Name: _____

Title: _____

Date: _____