

**MEMORANDUM OF UNDERSTANDING FOR  
SHELTER AND EVACUATION ASSISTANCE DURING EMERGENCY**

This Memorandum of Understanding ("MOU") is made and entered into by and between Goose Creek Consolidated Independent School District (the "District") and Chambers County (the "County "). The District and the County are each a "Party" and may be collectively referred to as the "Parties."

WHEREAS, the District is a public school district with campuses located in Chambers Counties in the State of Texas; and

WHEREAS, the County is a political subdivision of State of Texas governed by a duly elected Commissioners' Court; and

WHEREAS, during emergencies, the County will render services in efforts to protect lives and property; and

WHEREAS, the County, during such emergencies, may seek to provide evacuation assistance and shelter for its residents as needed; and

WHEREAS, the County desires the assistance of organizations in providing both evacuation assistance and facilities for such sheltering purposes and for public gatherings, hearings or other meetings that exceed the typical capacity of County meeting facilities; and

WHEREAS, the District wishes to provide evacuation assistance by making buses and drivers available during such emergencies; and

WHEREAS, the District also wishes to provide shelter space and make facilities available for the County's use as set forth herein; and

WHEREAS, the Parties desire to enter into this MOU pursuant to Chapter 791 of the Texas Government Code to set forth the terms and conditions upon which each party shall perform governmental functions and services during emergency situations or in preparation therefor;

NOW THEREFORE, the Parties do hereby agree as follows:

**1. EVACUATION ASSISTANCE**

- a. Upon written or verbal request by the County Judge of the County or his/her designee, and upon either written or verbal approval of the District's Superintendent of Schools (the "Superintendent") or his/her designee, the District shall provide a mutually agreed upon number of buses for the sole purpose of providing evacuation assistance in emergency situations, which the County will determine. The provision of buses shall be subject to the availability of buses suitable for the purposes set forth herein. The District and County agree that nothing under this MOU shall be construed as requiring the District to make any modifications to its buses.

The District shall ensure that all vehicles to be used for the purposes of this MOU are in a safe and operable condition, having all of their required inspections and licenses, prior to placing the same into use under this MOU and/or tendering the same to the County for its use.

- b. The District shall provide a driver for each bus supplied pursuant to paragraph (a) of this Section 1 or shall allow the County to designate drivers for each bus to ensure that all of the buses may be operated during emergency situations for evacuation assistance. The provision of drivers shall be subject to the availability of District drivers with appropriate licenses to operate District buses. Persons designated by the County must have the appropriate class of driver's license to operate the bus provided by the District.
- c. The County acknowledges its responsibility for inspecting the buses prior to use by County designated drivers to inform itself regarding condition of the buses. Prior to the use of any bus by a County designated driver, the County may inspect and document any damages to each bus, which are present prior to County's use. The documentation of any damage must be submitted to the Superintendent or his/her designee prior to use by a County designated driver. The failure to so submit a written list of damages observed by the County prior to such use shall result in the presumption that no damages were found. The County understands and agrees that the Superintendent or his/her designee, shall inspect the buses at the end of each use by the County designated drivers and the County shall be solely liable for any and all damages proximately caused by County designated drivers which were not documented and submitted as required by this paragraph, normal wear and tear being excepted.
- d. During emergencies, the County will render services in efforts to protect lives and properties. The County shall notify the District and endeavor to keep the District abreast of any potential emergency situations, of which the County has actual knowledge.
- e. The County and District shall mutually agree upon designated collection points in the County from which people in need of evacuation assistance may be picked up for evacuation. All persons receiving evacuation assistance shall be transported to a shelter specified by the County.
- f. The County shall be responsible for all fuel costs, driver costs, and maintenance costs while the buses are being used in furtherance of this MOU.
- g. The County shall provide insurance coverage for the use and operation of the District's buses sufficient to cover the increased exposure of the County under the Texas Tort Claims Act only when such vehicles are under the County 's sole care, custody and control. The County shall furnish the District evidence of such coverage that is satisfactory to the District.

## 2. FACILITY USE DURING EMERGENCIES

- a. When requested by an authorized representative of the County and as necessary during emergency events, the District will use its best efforts to provide the following services:
  1. Provide Employee Staging Center for County employees;
  2. Participate in pre-disaster shelter and mass care planning with the County;
  3. During the emergency operations, provide periodic reports on its shelter and mass care activities as requested by the County's Emergency Management Coordinator;
  4. Provide purchasing supplies and support services, as requested by the County, which services shall meet or exceed all the State of Texas public procurement laws as they apply to school districts;
  5. Reimburse the County for goods, services, fuel or support items requested by the District at actual cost paid by the County;
  6. Provide other support and assistance activities that are deemed appropriate by the Superintendent, as requested by the County; and
  7. Provide reasonable access, upon County's request, to District facilities for the purpose of refueling County vehicles used during emergency events.
- b. The County will use its best efforts to:
  1. Where possible, provide advance warning to the District of the possible need for shelter and mass care operations so that the District may mobilize its resources;
  2. Provide for security, police and/or law enforcement for shelter and mass care facilities or large public gatherings;
  3. Provide for fire and life-safety inspections for shelter and mass care facilities or large public gatherings;
  4. Provide for traffic control in the vicinity of shelter and mass care facilities or large public gatherings;
  5. Provide information to disaster victims through the media on what they should bring and should not bring to shelter and mass care facilities;
  6. Arrange and/or coordinate transportation for shelter and mass care equipment and supplies that cannot be transported by the District;
  7. Coordinate with state and federal agencies or other vendors to obtain supplementary food supplies, if required;

8. To the extent possible, ensure utilities are operable at shelter and mass care facilities;
  9. Provide updated information on the emergency situation to shelter managers to be passed on to shelter occupants;
  10. Provide for rapid and timely reasonable restoration and replacement of District property and facilities used or damaged by shelter operations or large public gatherings;
  11. Reimburse the District for the direct costs of providing, at minimum, at least one District physical plant maintenance employee to be on-site at all times deemed appropriate by the District, when District facilities are in use at County request;
  12. Partner with District officials in application, acceptance and management of grant projects that enhance District and/or County programs or facilities;
  13. Purchase supplies and provide support services, as requested by the District, which services shall meet or exceed all the State of Texas public procurement laws as they apply to municipal governments;
  14. Provide reasonable access, upon District's request, to County facilities for the purpose of refueling District vehicles used during emergency events;
  15. Reimburse the District for goods, services, fuel or support items requested by the County at actual cost; and
  16. Provide other support and assistance activities that are deemed appropriate by the County Judge, as requested by the District.
3. **TERM** This MOU is effective for a period of one year from the effective date hereof and shall be automatically renewed for successive one-year periods unless either party gives sixty (60) days' prior written notice of non-renewal. This MOU may be terminated with or without cause by either party upon sixty (60) days' prior written notice; provided, however that no such termination shall occur during a state of local disaster.
4. **PAYMENT FROM CURRENT FUNDS** The County and the District agree that each will pay for all expenses associated with this MOU for which it is responsible from then current revenues available to each entity.
5. **MISCELLANEOUS GENERAL PROVISIONS**
- a. **Final Agreement** This MOU supersedes all previous communications, representations or agreements, either oral or written, between the Parties with regard to the subject matter and terms of this MOU. This MOU comprises the

entire agreement between the Parties and may not be altered, modified or amended except in a writing executed on behalf of all Parties hereto.

- b. Compliance with Applicable Law The District and County shall comply with all rules, regulations and laws of the United States of America, the State of Texas and Chambers County as they now exist or may hereafter be enacted or amended.
- c. No Assignment No assignment of this MOU, or of any duty, obligation or expenses of performance hereunder, shall be made in whole or in part without prior written consent of the other party.
- d. Notice Except as otherwise provided herein, all notices required to be given hereunder shall be given in writing to the other party by hand delivery, overnight delivery, or certified or registered mail at the address of the Parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

**DISTRICT:**

Goose Creek Consolidated Independent School District  
Attn: Superintendent  
P.O. Box 30  
Baytown, Texas 77522

**COUNTY:**

Chambers County  
Attn: County Judge  
404 Washington  
Anahuac, Texas 77514

- e. No Waiver of Sovereign Immunity Neither party relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this MOU and performance of the functions or obligations described herein.
- f. Governing Law, Jurisdiction and Venue This MOU shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas. The Parties consent to the jurisdiction and venue of the courts of Chambers County, Texas for any action related to this MOU.
- g. No Right to Arbitrate Notwithstanding anything to the contrary herein, the County and District hereby agree that no claim or dispute between the Parties arising out of and relating to this MOU shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14) or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act.
- h. Severability In case any one or more of the provisions contained in this MOU shall for

any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- i. Ambiguity In the event of any ambiguity in any of the terms of this MOU, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- j. No Third-Party Beneficiaries This MOU shall not bestow any rights upon any third party, but shall only be binding on and benefit the County and District.
- k. Headings The article and section headings contained herein are used for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this MOU and shall not have any effect upon its interpretation.
- l. Agreement Read The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this MOU.
- m. Authority The officers executing this MOU on behalf of the Parties hereby represent that such officers have full authority to execute this MOU and to bind the party he or she represents.

In witness of these understandings, the authorized representatives of the District and the County have fixed their signatures to this MOU, which shall become effective upon the fixing of the last signature hereto and shall remain in effect until such time that the same is terminated.

GOOSE CREEK CONSILDATED INDEPENDENT SCHOOL DISTRICT:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CHAMBERS COUNTY:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_