

MEMORANDUM OF UNDERSTANDING
between
CITY OF STEPHENVILLE, TEXAS and
STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

This Agreement is made and entered into by and between the City of Stephenville ("City") and the Stephenville Independent School District ("SISD").

RECITALS

WHEREAS the City desires to enter into a Memorandum of Understanding with SISD;

WHEREAS the City and SISD desire to enter into a Memorandum of Understanding to establish a framework of cooperation and a working relationship to work together under the City's Emergency Management Plan; and

WHEREAS the City finds that entering in to such a Memorandum of Understanding with SISD serves a public purpose and can enhance the City of Stephenville's Emergency Management Plan.

NOW, THEREFORE, the City of Stephenville and Stephenville Independent School District in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS

I. Organization

The Stephenville Independent School District is the local public educational institution that serves the City of Stephenville residents. The district provides public education for children in the district from Pre-Kindergarten to Twelfth grade.

II. Recognition

The City recognizes that SISD is the local public educational institution. The City also recognizes SISD's mission is to strive for academic and extracurricular excellence by combining a rich heritage of tradition, meaningful relationships, and high expectations, which will empower students to be productive members of society.

SISD recognizes that the City's mission is to make Stephenville better every day. The City also strives to help prepare, safeguard, and protect the citizens and property of the city from the effects of disasters through effective planning, preparation, response, and recovery activities.

III. Principles of Cooperation

So that transportation resources of the Stephenville Independent School District 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 and SISD 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 city and 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 City will not incur nor reimburse any expenses pertaining to this agreement or the parties involved. Should the City receive any disaster related reimbursement or funding, the City will reimburse SISD for any expenses incurred.
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 and representatives of SISD 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 expiration, 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.

V. Miscellaneous

1. Powers — This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority to bind the other.
2. Limitation of Liability – SISD understands and agrees that the City has certified no funds under this Agreement, and SISD shall have no cause of action whatsoever for money against the City under this Agreement irrespective of the nature thereof. SISD’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 Erath County, Texas.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the City of Stephenville by a duly authorized representative of same, and on behalf of the Stephenville Independent School District by an authorized representative of same.

CITY OF STEPHENVILLE

EXECUTED this ____ day of _____, 2021.

Doug Svien, Mayor

Attest:

Staci L. King, City Secretary

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

EXECUTED this ____ day of _____, 2021.

Matt Underwood, Superintendent