

**MEMORANDUM OF UNDERSTANDING REGARDING THE EVACUATION AND
EMERGENCY OPERATIONS OF THE ORANGE COUNTY SHERIFF'S OFFICE**

WHEREAS, the geographical location of the Orange County Sheriff's Office (OCSO) is proximal to the Gulf of Mexico and;

WHEREAS, the OCSO, because of its geographical location, is exposed to a greater probability of a hurricane strike than otherwise and;

WHEREAS, both the OCSO and the West Orange Cove Consolidated Independent School District (WOCCISD) are located within Orange County and;

WHEREAS, a natural or manmade disaster in Orange County may necessitate the need for the OCSO to utilize WOCCISD facilities or other equipment to facilitate emergency operations and;

WHEREAS, the OCSO does not possess adequate facilities or equipment to cope with all hazards that the region may be affected by and;

WHEREAS, the WOCCISD has an abundance of facilities and equipment which can be used to support the emergency operations and relocation of inmates and Sheriff's Office staff;

WHEREAS, both of these governmental entities are supported by their citizens' tax dollars and;

WHEREAS, premises considered and pursuant to the legislative grant of authority of these governmental entities to enter into such agreements in 791.011 of the Texas Government Code, the parties listed supra agree as follows:

1. **Purpose.** The purpose of this Memorandum of Understanding is to establish a framework for cooperation between the parties and to strengthen the coordination of efforts so as to enhance the ability of the OCSO to appropriately respond in the event of a natural or manmade disaster.
2. **Provision of Facilities and Equipment.** The WOCCISD will, in the event of a natural or manmade disaster, on request from the OCSO or its designee, immediately provide to the OCSO, if reasonably available, all available facilities, equipment, buses, and property to support emergency operations.
3. **Limitations on Use of Facilities and Equipment.** Notwithstanding the foregoing, the extent of building usage will be limited to persons performing essential duties to aid in response and recovery or sheltering of the general public. The extent of bus usage will be limited to the transportation of inmates and Sheriff's Office staff. These inmates and Sheriff's Office staff will require transportation to and from the designated debarkation point. These inmates and Sheriff's Office staff will also require transportation to a place of refuge. The OCSO acknowledges approved vendor must have a valid contract with WOCCISD to operate the buses. The OCSO will enter into an understanding with a WOCCISD approved vendor to operate the buses when the OCSO requests this resource. It is understood by both WOCCISD and the OCSO that usage of buses for any other mission in an area of refuge that is located outside of the local area must have prior approval from both the OCSO and WOCCISD. The extent of property usage will be limited to staging equipment and resource items for use in recover efforts. The usage of WOCCISD facilities, equipment, and property will occur if the OCSO facilities,

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mailed to Melinda Jones
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equipment, and property are damaged or overwhelmed as a result of the natural or manmade disaster. The OCSO understands that WOCCISD may allow other entities to use WOCCISD facilities and that WOCCISD may limit the extended use of district facilities to the OCSO if those facilities are needed by WOCCISD.

4. **Reimbursement.** The OCSO will reimburse WOCCISD for any actual and reasonable costs incurred by WOCCISD to repair any damages to facilities, property, buses, and/or equipment caused by, or related to, the use by the OCSO pursuant to the terms of this Memorandum of Understanding. The OCSO will also reimburse WOCCISD for any actual costs incurred by WOCCISD that are (1) for the provision of utilities to facilities occupied exclusively by the OCSO employees, and (2) attributable to the period of time that such facilities are occupied exclusively by OCSO employees. The OCSO will also reimburse WOCCISD for all fuel utilized by buses to transport inmates and Sheriff's Office employees during the disaster. The OCSO and WOCCISD will seek federal and state reimbursement for costs associated with the facility, property, or equipment usage, but lack of federal reimbursement does not waive the OCSO's obligation for reimbursing WOCCISD.
5. **Insurance.** The OCSO will furnish general liability, auto liability, and property damage insurance coverage for the WOCCISD facilities, property, and equipment utilized per this Memorandum of Understanding.
6. **Legal Effect.** The parties agree that except for the reimbursement obligations of the OCSO under Section 4 of this Memorandum of Understanding, this Memorandum of Understanding is not intended to and does not create any contractual and/or binding rights or obligations between the parties.
7. **Duration.** This Memorandum of Understanding becomes effective on the date indicated below and will continue indefinitely. This Memorandum of Understanding may be modified only by mutual written consent of the parties hereto, and terminated by either party only by furnishing a 30-day written notice to the other party.

Effective the 19th day of July, 2010

Bill Conway, Interim Superintendent
WOCCISD



Carl Thibodeaux
Orange County Judge