

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Columbia-Brazoria Independent School District

and

Brazoria County

This is an agreement between Brazoria County, hereinafter called The County; and Columbia-Brazoria Independent School District, hereinafter called CBISD.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the use of CBISD property at 521 South 16th St, in West Columbia, Tx. This facility will be used as a shelter for residents displaced from their homes for a variety of reasons. Other community-based organizations will participate in the administration and operation of this shelter.

Both parties will ensure that these activities are conducted in compliance with all applicable State and Federal laws, rules, and regulations.

II. BACKGROUND

Brazoria County, through the Office of Emergency Management (OEM) and the Community-based organizations complement each other while providing relief to residents recovering from a disaster. Occasionally, residents will need to evacuate from their homes for many issues, including flooding, wildfire, severe weather or hazardous materials release. A safe and well organized shelter will be the only place some county residents will be able to reach during a disaster.

III. The County's RESPONSIBILITIES UNDER THIS MOU

The County shall undertake the following activities:

- Partner with the local Citizen Corps to set up and maintain a shelter for displaced persons
- Ensure that the shelter is maintained in a sanitary and safe manner
- Follow all known regulations affecting public shelters
- Provide adequate security as needed while the shelter is open
- Restore the facility to the condition it was received when no longer needed as a shelter
- Maintain records, as required

IV. CBISD RESPONSIBILITIES UNDER THIS MOU

CBISD shall undertake the following activities:

- Act as Landlord of the facility, maintaining utilities and other necessities
- Assist the Brazoria County Citizen Corps with accessing the facility during the shelter set up phase
- Inspect and accept the facility when it is demobilized

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Only County approved organizations will be involved in administering the shelter
2. CBISD personnel are not required to provide service to the shelter, but may volunteer if properly trained
3. The County will return all keys to CBISD when demobilized as a shelter
4. CBISD does/does not authorize the carrying of a handgun, defined by Sec. 46.01(5) Texas Penal Code, by people residing in the shelter

VI. FUNDING

This MOU does not include the exchange of funds between the two parties.

VII. RECORD RETENTION

All records must be retained for three years from fiscal year closure. This requirement applies to records, reports and any damage documentation.

VIII. EFFECTIVE DATE AND SIGNATURE

1. This MOU shall be effective upon the signature of authorized officials from Brazoria County and CBISD.
2. This agreement shall remain in effect indefinitely.
3. This agreement may be terminated by either party with 30 days' notice.

The County and CBISD indicate agreement with this MOU by their signatures:

L. M. "Matt" Sebesta, Jr.
County Judge
Brazoria County, Texas

Date



Steven Galloway, Superintendent
Columbia-Brazoria ISD



Date