

**STATE OF TEXAS**                   §  
    §       **KNOW ALL PERSONS BY THESE PRESENTS:**  
**COUNTY OF FORT BEND**       §

# INFORMATION SHARING ACCESS AGREEMENT (ISAA) BETWEEN FORT BEND COUNTY AND JEFF S. WARD & ASSOCIATES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Jeff S. Ward & Associates (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County has entered into an Information Sharing Access Agreement between the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) to govern the collection, use, access, disclosure, security, and retention of data and information (the "ISAA Agreement"), attached hereto as Exhibit A; and

WHEREAS, County desires to utilize Contractor in connection with the performance of its obligations under the ISAA and Fort Bend County; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

## AGREEMENT

## **Section 1. Contractor's Obligations**

1.01 Contractor represents that it understands and shall comply with all applicable laws, regulations, policies, provisions and obligations created for the Contractor under the ISAA Agreement including without limitation Section 11. Use of Contractor with Access to FEMA PII which requires that Contractor agrees to (a) abide by the terms and conditions set forth in Section 5(b) of the ISAA Agreement, including without limitations, its provisions relating to compliance with the protection of FEMA PII and Notice of Security and/or Privacy Incident; and (b) restrict the use of FEMA survivor/registrant PII only to the performance of services to Fort Bend County, HSEM in connection with Fort Bend County, HSEM's performance of its obligations under the ISAA, and (c) certify in writing, upon completion of the performance of services, that the Contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the Contractor's performance of services to Fort Bend County, HSEM.

1.02 Contractor agrees that if it suspects, discovers or is notified of a data security incident or potential breach of security and/or privacy relating to FEMA survivor/registrant PII, Contractor shall immediately, but in no event later than one day (24 hours) from suspicion, discovery, or notification of the incident or potential breach, notify the County.

## **Section 2. Time of Performance**

This Agreement will become effective upon the signature of both parties and will remain in effect for the duration of the ISAA Agreement between DHS/FEMA and Fort Bend County.

## **Section 3. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

## **Section 4. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County, Office of Homeland Security  
ATTN: Caroline Egan  
Disaster Recovery Manager  
301 Travis Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: Jeff Ward, President

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14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 5. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 6. Assignment and Delegation**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

**Section 7. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 8.        Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 9.        Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 10.      Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 11.      Entire Agreement**


This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution by both parties.

FORT BEND COUNTY

Jeff Ward & Associates

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Jeff Ward, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
5/6/21  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

# **EXHIBIT A**