



## **Fort Bend County and Attack Poverty Emergency Shelter MOU**

This Memorandum of Understanding is by and between Fort Bend County, Texas, a governmental subdivision of the State of Texas (the “County”), and Attack Poverty (the “Providing Entity” or “Attack Poverty”). For purposes of this document, the “Equipment” will be referred to as warming centers, cooling centers and or shelters, and the County and the Providing Entity may be referred to herein as a “Party” or collectively as the “Parties”.

### **PURPOSE**

The purpose of this MOU is to establish an understanding between the Parties collaborating to meet the temporary mass care and emergency sheltering needs of persons affected by emergencies or disasters. This MOU shall apply to the dispatch of temporary mass care (e.g., warming or cooling centers) and emergency shelter operations by the Providing Entity when requested by the County in preparation for or in response to a disaster covered by the Fort Bend County Emergency Operations Plan – Basic Plan. This MOU includes the provision of materials, supplies, equipment, and other forms of aid including the staffing and equipping of temporary mass care and emergency shelters, and participation by personnel in exercises, drills, or other training activities.

**NOW THEREFORE**, this Memorandum of Understanding has been developed with the purpose of guiding and directing the Parties in a working relationship related to the use of the mass casualty response trailers, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality service for this regional equipment.

### **TERMS**

The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

## **INDEMNIFICATION**

Attack Poverty shall defend, hold harmless, and indemnify the County against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of Attack Poverty during the use of the Equipment.

## **INSURANCE**

Attack Poverty shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. Attack Poverty shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

## **GENERAL CONDITIONS**

The County and Attack Poverty enter into the following agreement:

1. Each Party to this MOU will maintain its own identity in providing service. Each Party is separately responsible for establishing its own policies and procedures and financing its own operations.
2. Attack Poverty will designate one or more of its facilities to serve as a potential temporary mass care facility or emergency shelter for people impacted by disasters in Fort Bend County.
3. In times when temporary mass care facilities or emergency shelter operations are needed, the Fort Bend County Emergency Management Coordinator, or his/her designee, shall notify the primary contact person or designee for Attack Poverty as soon as practicable that the use of an Attack Poverty facility as a temporary mass care facility or emergency shelter is desired. Attack Poverty shall have the right to opt out or refuse to make its facilities available as a temporary mass care facility or emergency shelter when the request for such is made.
4. Attack Poverty acknowledges and agrees to alter or suspend its normal operations at its facility as may be necessary if it agrees to be a host to accommodate the use of its facility as a temporary mass care facility or emergency shelter when requested.
5. Attack Poverty acknowledges and agrees to the use of its facility's resources, such as its internet service, communications system, computers, and other associated equipment or systems. The facility's resources, systems, and equipment will be used only upon Attack Poverty's authorization and oversight, which may entail appropriate orientation or training as may be prudent.

6. The County shall provide emergency, backup generator power to the Attack Poverty facility while said facility is operating as a temporary mass care or emergency shelter should backup power be needed.
7. Upon written request, the County may provide shelter specific supplies and support to the temporary facility or emergency shelter to the extent that it is able.
8. Under terms of a legal disaster declaration, all reasonable and eligible costs ([see 2 CFR part 200](#)) that are associated with the operation of Attack Poverty's temporary mass care or emergency shelter facility may be billed to the County to the extent federal and state funds have been made available by the state or federal government.
9. Fort Bend Counties Emergency Management Coordinator is the primary contact person on 24 hour 7 days a week. The Emergency Management Coordinator will provide Attack Poverty with their name and contact information, as well as, an alternate's name and contact information. Attack Poverty will provide a primary and alternate's name and contact information for its facilities on 24 hour 7 days a week basis. All significant communication between the County and Attack Poverty with regard to matters pertaining to this agreement shall be through the primary contact person or their alternate.
10. The Parties agree to review this MOU annually. Any party may terminate this MOU by providing 30 days' written notice of termination to the other parties so long as any and all sheltering operations have ceased.
11. No modification of this agreement will be binding unless evidenced by a written agreement signed by all Parties. This agreement shall not be binding until it is signed by all Parties.

### **OPERATIONAL CONDITIONS**

1. The County stipulates that the following will be followed.
  - a. All centers or shelters will be "dry." All drugs and alcohol are strictly prohibited. Anyone who appears to be under the influence will not be allowed inside the building. Only people with prescribed medications may have the prescribed prescriptions on them.
  - b. All centers or shelters will request individuals to indicate on the intake form if they are now or have previously been charged with a felony sex offense. These individuals should be offered safe refuge away from the general population.
  - c. During the activation of the center or shelter it will be predesignated and assigned as a shelter or a center.
  - d. Any items brought into the facility are subject to inspection by security, law enforcement or staff assigned. Service Center or Shelter staff will

provide search procedures and will always follow standard legal searches.  
If failure to comply persons may be removed from the center or shelter.

- e. Weapons and object that could cause harm to another person as determined by staff are not permitted on site.
- f. Smoking, vaping, and chewing of tobacco products is prohibited on property.
- g. Reading material that is reasonably pornographic, grotesque or evil in nature is not allowed on site.
- h. Operating unit of the shelter or center will provide a legal log for employee staff or volunteers of all activity in the shelter or center. Guidance on the activity log will be provided by the operating unit.
- i. Operating unit will establish grievance policy in place for the right of any guest to file a grievance. All guests will be given the policy.
- j. All guests must sign in and out. There must be a head count at lights out. Any guest that is unaccounted for must be immediately reported to local police as well as to the Emergency Management Coordinator or designee.
- k. It is required that written notice of vacate (*ceasing shelter operations*) be posted on all entry ways 24 hours prior to shut down unless extenuating circumstances arise.

X

KP, George

Fort Bend County Judge

X



Brandon Baca

Attack Poverty