

STATE OF TEXAS

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COUNTY OF FORT BEND

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**MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL ASSOCIATION OF
CHRISTIAN CHURCHES AND FORT BEND COUNTY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into by and between Ft. Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Ft. Bend County Commissioners Court ("County"), and The National Association of Christian Churches ("NACC"), hereinafter referred to collectively as "Parties."

WITNESSETH

WHEREAS, Ft. Bend County acting through Ft. Bend County Office of Homeland Security & Emergency Management, desires to enter into a Memorandum of Understanding to provide necessary disaster response prior to, during and/or following a tropical storm, flood, or other disastrous emergency or catastrophic manmade or natural events, as part of Ft. Bend County's disaster emergency planning and preparation activities; and

WHEREAS, the Parties recognize the vulnerability of the people located within Ft. Bend County, Texas to damage, injury, and loss of life or property resulting from natural or manmade catastrophes; and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding whereby NACC may be requested to provide collaborative emergency response assistance; and

WHEREAS, entering into a Memorandum of Understanding to provide such assistance services has been determined to be of beneficial public use to the County; and

WHEREAS NACC desires to perform such services;

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

Section 1. Purpose

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties, which may relate to the collaboration.

The Parties acknowledge that this MOU is not a binding and enforceable contract and shall not give rise to any obligations on the part of any Party. This MOU is an expression of common interest and establishes the framework to joint operations during a disaster preparedness campaign and/or disaster relief operations ("Disaster Operations").

Section 2. Term

This MOU shall be effective upon the day and date of the last signature affixed hereto. The term of this Memorandum shall be a period of two years from the Effective Date and maybe extended upon written mutual agreement of both Parties.

Notwithstanding the preceding, either party may decide not to proceed with the collaboration of services contemplated herein for any reason. A binding commitment with respect to the collaboration described herein will result only from execution of definitive agreements, subject to the conditions contained therein.

Section 3. Objectives

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain the support of Disaster Operations.

In support of this MOU, NACC is capable to provide the services specifically described in Exhibit A, attached hereto and incorporated by reference, and the following:

1. Feeding, transportation, logistic, distribution of emergency supplies, mobiles showers, mobile kitchens, mobiles laundry, high water vehicles, shelter on own facilities and management/workforce to lead satellite shelters upon request.
2. Assign management to work on the Emergency Operation center at Fort Bend County, acting as a liaison during a Disaster Relief operation.
3. Provide Long Term Recovery assistant in response to your request and intend to maintain a product and/or service that meets or exceeds all business and industry standards.
4. Additional Disaster Operations services as agreed to by the parties.

Section 5. Notices

Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this MOU shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this MOU, 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).

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 & Emergency Management
Attn: Mark Flathouse
307 Fort Street
Richmond, Texas 77469

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

NACC:

National Association of Christian Churches
Attn: Pastor Jose Ortega
16680 Central Green Blvd.
Houston, Texas 77032

A Notice is deemed received 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. 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 6. Compliance with Laws

The Parties shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this MOU. In case any one or more provisions contained in this MOU is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 7. Venue

Mandatory and exclusive venue of any dispute between the Parties shall be Ft. Bend County, Texas.

Section 8. Non-Exclusive

This MOU is not intended to be an exclusive MOU, and each Party may enter into other similar MOU. This MOU replaces and terminates any previous existing mutual aid MOU for like services entered into by the same Parties.

Section 9. Confidential and Proprietary Information

NACC acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this MOU, be exposed to or acquire information that is confidential to the County. Any and all information of any form obtained by NACC or its employees or agents from the County in the performance of this MOU shall be deemed to be confidential information of the County ("Confidential Information").

NACC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that NACC uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

NACC in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

NACC expressly acknowledges that the County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the MOU to the contrary, the County will make any information related to the MOU, or otherwise, available to third parties in accordance with the Texas Public Information Act.

Section 10. Independent Contractor

In the performance of work or services hereunder, NACC shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of NACC or, where permitted, of its subcontractors.

NACC and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this MOU, be deemed to be employees, agents, or servants of the County and shall not be entitled to any of the privileges or benefits of the County employment.

Section 11. Severability

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

Section 12. Limitation of Liability

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

{EXECUTION PAGE FOLLOWS}

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IN WITNESS WHEREOF, this Memorandum of Understanding is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Memorandum of Understanding and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George

Date

**NATIONAL ASSOCIATION OF
CHRISTIAN CHURCHES**



Authorized Agent – Signature

Pastor Jose Ortega

Authorized Agent- Printed Name

President

Title

05/24/2023

Date



EXHIBIT A



National Association of Christian Churches

Oswaldo Capmany

NACC Disaster Services

16680 Central Green Blvd.

Houston, TX 77032

Fort Bend County

Emergency Management

Dear, **Rachael Stepp**

1-10-22

As mentioned on your visit to our headquarters office. Here is the list of resources NACC Disaster Services has to offer Fort Bend County.

- 2 mobile laundry trailers
- 3 mobile industrial kitchens
- 3 generators (200kw, 100kw & 60kw)
- 5 Emergency response vehicles (also used for meal distribution)
- 2 ADA shower & restrooms trailers
- 4 shower trailers (8, 6, 2 stalls)
- 6 reefer trailers
- 15 Dry/Freezer van trailers
- 1 Box truck
- 1 Flatbed truck
- High water rescue vehicles: 1 5-ton truck & 2 2 1/2-ton truck
- 5,000 cots, pillows & blankets
- 5,000 comfort kits, MREs
- 4 large A/C & Heat tents & medical grade tents
- Over 5,000 Supplies, food, water, and cleaning supplies
- On stand-by list of volunteers
- Over 200,000 sqft of available warehouse in two different warehouses
- *Others

NACC has the ability to set up a shelter in a matter of hours, we can deploy and be ready to help our neighbors at any time.

NACC Disaster Services

Phone: 832 626 7111

E-mail: info@nacchelps.org