

STATE OF TEXAS

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COUNTY OF FORT BEND

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**MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL UNITED STATES
ARMED FORCES MUSEUM 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 United States Armed Forces Museum ("NUSAFM"), a 501(c)(3) organization, 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, rescue, recovery and or logistics services and related employee and member training 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 provision of disaster response services under this Memorandum of Understanding will be consistent with services to be provided under, Annex R of Ft. Bend County's Basic Plan; 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 NUSAFM may be requested to provide assistance consistent with, Annex R of the Emergency Management Plan, developed by the Ft. Bend County Office of Homeland Security & Emergency Management; 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 NUSAFM 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 purpose of this MOU is to establish an understanding between the Parties in collaborating to meet the disaster response service needs of persons affected by a storm or other disastrous emergency or catastrophic event. This MOU shall apply to the dispatch of emergency service responses by NUSAFM when requested by the County in preparation for or in response to a disaster for services covered by, Annex R of the Ft. Bend County Basic Plan, incorporated herein by reference for all purposes.

The parties recognize the need for highly qualified staff and equipment for disaster response operations and that NUSAFM has highly skilled, specialized staff and equipment that can provide critical services to the County, to the extent they are available. This MOU includes the staffing and equipping of emergency maritime search and rescue operations and related emergency response training as agreed upon by the parties.

Section 2. Term

This MOU shall commence upon the day and date of the last signature affixed hereto. This MOU shall continue in force and remain binding on each Party until December 31, 2024. Prior to termination, the parties shall meet to review the progress and success of the MOU and determine whether it shall be extended for an additional three (3) years.

Notwithstanding the preceding, either party may terminate this MOU by providing written notice to the other party of its intent to terminate at least ninety (90) days prior to the expiration of the then current term, where if written notice is provided pursuant to this section said termination shall become effective upon the expiration of the then current term. In no event shall any extension of this MOU be for a period exceeding three (3) years.

Section 3. Methods of Cooperation

NUSAFM will provide emergency services to the County affected by disasters as outlined in this MOU. To facilitate this collaboration, the parties have agreed to the following:

A. Mutual Support:

1. Close liaison will be maintained between the County and NUSAFM.
2. The parties will participate in joint planning and preparedness activities for disaster events, including selected staff training and exercises
3. The County and NUSAFM will coordinate with respect to the issuance of public information on their cooperative activities.

B. NUSAFM Support of County Disaster Operations:

1. NUSAFM will provide trained staff members and equipment to provide services, including but not limited to emergency and operational training, for which they are not otherwise contractually obligated. These activities may include conducting search and rescue operations to locate residents stranded by rising or high water,

search and rescue operations to residents in distress or other disaster response needs in an affected environment, and Multi-Agency Coordination Center Support.

2. NUSAFM staff members will report through their chain of command directly to the NUSAFM designee, during disaster operations for which they have been requested.
3. When requested and deployed, NUSAFM staff will remain under the policy and procedural requirements of NUSAFM.

C. County Support of NUSAFM:

1. The County will provide policy direction and logistical support to deployed NUSAFM staff for the duration of the deployment.
2. The County will provide agreed upon funding for the operation of NUSAFM personnel, equipment, vehicles, and aviation resources during mutually agreed upon training exercises and emergency operations.

Section 4. Periodic Review

Representatives of NUSAFM and the County will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate the progress in implementing this MOU and develop new plans or goals as appropriate.

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

NUSAFM: National United States Armed Forces Museum
Attn: Ed Farris, President/CEO
8611 Wallisville Rd.
Houston, Texas 77029

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. Construction of Terms

This MOU should be construed in a manner consistent with the Texas Disaster Act of 1975, Chapter 418 of the Texas Government Code and Annex R of the Ft. Bend County Disaster Preparedness Basic Plan, as they may hereafter be amended. As used in this MOU, the term "disaster" has the meaning given it in section 418.004 of the Texas Government Code.

Section 8. Venue

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

Section 9. 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 10. Confidential and Proprietary Information

NUSAFM acknowledges that it and its employees, members 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 NUSAFM 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").

NUSAFM agrees to hold Confidential Information in strict confidence, using at least the same degree of care that NUSAFM 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.

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

NUSAFM 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 11. Independent Contractor

In the performance of work or services hereunder, NUSAFM 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, or volunteers and or members of NUSAFM or, where permitted, of its subcontractors.

NUSAFM 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 12. 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 13. Conflict

In the event there is a conflict between this MOU and Annex R of the Ft. Bend County Basic Plan, Annex R of the Ft. Bend County Basic Plan and any amendments thereto controls.

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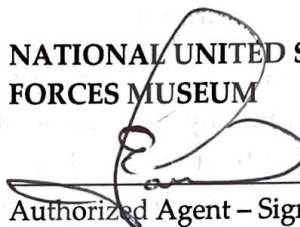
IN WITNESS WHEREOF, this Memorandum of Understanding is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Memorandum of Understanding and the exhibits hereto. 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 UNITED STATES ARMED
FORCES MUSEUM**



Authorized Agent - Signature

ED TARRIS

Authorized Agent- Printed Name

PRESIDENT

Title

31 MAY 23

Date

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