

STATE OF TEXAS

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COUNTY OF FORT BEND

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
FORT BEND COUNTY, TEXAS AND  
THE CITY OF FULSHEAR, TEXAS**

This Memorandum of Understanding "(Agreement)" is made and entered into by and between **Fort Bend County, Texas ("COUNTY")**, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court on behalf of the Fort Bend County Office of Homeland Security and Emergency Management Department ("HSEM"), and the **City of Fulshear, Texas ("PARTICIPATING AGENCY")**, by and through the City Commission; hereinafter referred to collectively as "Parties."

**RECITALS:**

WHEREAS, COUNTY was the sub-recipient of a sub-award received from the Urban Areas Security Initiative (UASI) Program, which is a part of the DHS Homeland Security Grant Program, and with said award COUNTY purchased certain federally controlled equipment ("equipment"), as defined by FEMA Grants Program Directorate Bulletin No. 407a, which was used by local law enforcement and emergency response agencies of Fort Bend County to enhance the capability of local agencies to prepare for, prevent, respond to, mitigate and recover from threats or incidents of terrorism; and

WHEREAS, COUNTY desires to dispose of certain equipment that is no longer needed by COUNTY; and

WHEREAS, PARTICIPATING AGENCY has a current need and use for the equipment and agrees to maintain and use the equipment in a manner for which it was originally acquired; and

WHEREAS, given the nature of the federally controlled equipment and the potential impact on communities, the State of Texas has imposed controls on the acquisition, use, transfer and disposition of said equipment in compliance with federal law, 2 C.F.R. Part 200; and

WHEREAS, COUNTY, as the grant sub-recipient, has been authorized by the State of Texas, Office of the Governor ("OOG"), Homeland Security Grants Division ("HSGD") to transfer or dispose of the equipment pursuant to a memorandum of understanding with no further obligation to HSGD; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local government entities to enter into contractual agreements with each other, with the State of Texas, and with administrative agencies of the state for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, COUNTY is a local governmental entity of the state, as defined in Texas Government Code, Section 791.003; and

WHEREAS, PARTICIPATING AGENCY is a governmental body, as defined by Texas Government Code, Section 791.003, and as held by the Office of the Attorney General of Texas in general letter ruling #OR2013-05896 (2013), and is a unit within the National Incident Management System ("NIMS") structure; and

WHEREAS, COUNTY and PARTICIPATING AGENCY have the authority to enter into this Agreement, and are each entering this Agreement by the action of its governing party in the appropriate manner prescribed by law; and

WHEREAS, the parties desire to enter into an Agreement to coordinate the transfer of certain equipment, set forth expectations and responsibilities of the Parties to ensure the respective parties' understanding and acknowledgement of the transfer process, responsibilities of the receiving party, and use and maintenance requirements, and ensure record retention and proper procedure for the return of the equipment to COUNTY if this Agreement is terminated or the equipment is no longer needed by the participating agency; and

WHEREAS, the Parties, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties understand, acknowledge and agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Grant-Funded Equipment.** COUNTY was the sub-recipient of a sub-award received from the Urban Areas Security Initiative (UASI) Program, which is a part of the DHS Homeland Security Grant Program, and with said award COUNTY purchased certain federally controlled equipment ("Equipment"), which was used by local law enforcement and emergency response agencies of Fort Bend County to enhance the capability of local agencies to prepare for, prevent, respond to, mitigate and recover from threats or incidents of terrorism.

3. **Transfer of Grant-funded Equipment.** COUNTY anticipates that COUNTY will transfer certain Equipment (as described above) to PARTICIPATING AGENCY from time to time to support state and local efforts to prevent terrorism and other catastrophic events. The Parties agree that should such transfer of Equipment from COUNTY to PARTICIPATING AGENCY be desired, that any such transfer of Equipment anticipated by this Agreement, shall be made in accordance with the terms and conditions of this Agreement.

4. **Property Transfer Inventory Form.** The Parties further agree, that upon transfer of the Equipment, COUNTY and PARTICIPATING AGENCY shall execute a Property Transfer Record Agreement, similar to the form attached as Exhibit A and incorporated by reference, which provides an adequate description of the property, including the condition of the Equipment at the time of transfer. The Parties agree that the Property Transfer Record Agreement is just a property inventory control form that can be executed by the authorized representative(s)/department/office of COUNTY and PARTICIPATING AGENCY responsible for the transfer or receipt of and management of the Equipment without further approval of either governing body.

5. **Responsibilities of PARTICIPATING AGENCY.**

- a. PARTICIPATING AGENCY agrees to comply with the Grant Assurances for Urban Area Security Initiative Strategic Plan.
- b. PARTICIPATING AGENCY agrees to comply with United States Department of Homeland Security – Homeland Security Grant Program guidance, processes, and requirements.
- c. PARTICIPATING AGENCY agrees that all equipment, supplies, and training funded through the UASI program is for the mutual benefit of the Houston UASI Region and not for the exclusive benefit of the Participating Agency.
- d. PARTICIPATING AGENCY agrees that all equipment, supplies, and technical expertise developed through training funded by the UASI program is to be made available for emergency use through established mutual aid systems, established mutual aid agreements, or made reasonably available through a valid request by a member jurisdiction or organization of the Houston UASI.
- e. PARTICIPATING AGENCY agrees to provide the most recent copy of its Single Audit Report prior to being funded.
- f. PARTICIPATING AGENCY agrees to submit a Monthly Project Progress Report by the 15th day of each month in accordance with the UASI grant program guidelines.

- g. PARTICIPATING AGENCY agrees to designate a Project Manager/Grant Manager for each project awarded and provide the contact information of those individuals to the Fort Bend County Homeland Security Emergency Management (FBC HSEM)/ UASI. Upon any changes to the original designation the agency will provide written notification and updated contact information.
- h. PARTICIPATING AGENCY agrees to support all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements and filed with FBC HSEM. Recipients that expend \$300,000 or more of federal funds during their respective fiscal year agree to support an organization wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the County and designated grant agent personnel.
- i. PARTICIPATING AGENCY agrees that all its expenditures shall be in accordance with the approved project expenditures and allowable costs as submitted to FBC HSEM and approved by the State of Texas and the U.S. Department of Homeland Security Grants Program.
- j. PARTICIPATING AGENCY agrees to maintain the adoption and implementation of (the National Incident Management System) NIMS.
- k. PARTICIPATING AGENCY agrees to defend, indemnify, and hold harmless the COUNTY, its agents, officers, and employees from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.
- l. PARTICIPATING AGENCY agrees to provide a statement of no supplanting.
- m. PARTICIPATING AGENCY agrees to replace all UASI funded equipment if lost, stolen, or damaged beyond repair, the equipment shall be replaced with that of like kind or capability, at the custodial agency's own expense.
- n. PARTICIPATING AGENCY acknowledges and agrees that PARTICIPATING AGENCY will be responsible for all aspects of the equipment including, but not limited to, maintaining the equipment's records, physical inventory, control system, maintenance procedures, and compliance with any existing grant requirements as set forth in the MOU while the equipment is in the care, custody, possession and/or control of PARTICIPATING AGENCY.

- o. PARTICIPATING AGENCY agrees while the equipment is in the care, custody, possession and/or control of PARTICIPATING AGENCY, PARTICIPATING AGENCY shall use the equipment to support homeland security, emergency operations planning activities and/or in any other manner for which it was originally acquired.
- p. PARTICIPATING AGENCY agrees to maintain a complete and up-to-date equipment inventory and to conduct a semi-annual physical inventory while in possession of the equipment.
- q. PARTICIPATING AGENCY is accepting the equipment "AS IS" and agrees to report any faults or problems with the equipment within 48 hours of receipt of the equipment.
- r. PARTICIPATING AGENCY agrees to store equipment in a designated and secure site(s) that are free from weather and other conditions, which may degrade equipment and/or impacts its intended use.
- s. PARTICIPATING AGENCY agrees to take such actions as necessary to bring the equipment back into working order and to maintain the equipment in good working order by providing routine monitoring, (day to day) maintenance and any required licensing of equipment to ensure functional use at any time prior to notice.
- t. PARTICIPATING AGENCY agrees that, upon request, the equipment inventory and any related documentation shall be made accessible for review, upon request, by the U.S. Department of Homeland Security, ODP, DEM, H-GAC, Fort Bend County HSEM, Fort Bend County Auditor's office or other necessary authorities in accordance with existing grant requirements.
- u. PARTICIPATING AGENCY agrees to reimburse Fort Bend County for any loss, damage, or repair due to negligence, intentional act, or failure to exercise reasonable care to safeguard, maintain, service the equipment, and/or follow the Grant's maintenance or disposal procedures.
- v. PARTICIPATING AGENCY shall obtain and maintain adequate continuous insurance coverage for the equipment while the equipment is in its custody, possession and/or control to protect the asset in the event it is lost, stolen, damaged, or wrecked. PARTICIPATING AGENCY agrees that prior to receipt of the equipment, the PARTICIPATING AGENCY shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. PARTICIPATING AGENCY shall provide certified copies of insurance endorsements and/or policies if requested by County. PARTICIPATING AGENCY shall maintain such insurance coverage from the time it receives the

equipment until the equipment is returned to County and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to return of the equipment. PARTICIPATING AGENCY shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
3. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of PARTICIPATING AGENCY shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

If required coverage is written on a claims-made basis, PARTICIPATING AGENCY warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

PARTICIPATING AGENCY shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the PARTICIPATING AGENCY.

- w. PARTICIPATING AGENCY agrees to pick up the equipment from COUNTY at the following location: 307 Fort Street, Richmond, Texas 77469, within thirty (30) days of the signed AGREEMENT, at a time mutually agreeable by the parties. At which time, COUNTY agrees to surrender the equipment to the designated representative for PARTICIPATING AGENCY. At the time of the transfer, the designated Point of Contact for each agency shall sign a PROPERTY TRANSFER RECORD AGREEMENT, similar to the form attached hereto as EXHIBIT A, and incorporated fully herein, acknowledging transfer and receipt of the equipment.
6. **Title to Equipment.** COUNTY shall retain all right, title and interest in and to the equipment while the equipment is in the care, custody, possession and/or control of PARTICIPATING AGENCY.
7. **Retention of Documentation.** The Parties shall each retain a copy of the fully executed AGREEMENT, the Property Transfer Record and any records concerning the equipment for at least three (3) years following termination of this Agreement or disposal of the equipment.
8. **Term.** This AGREEMENT commences on the date of the last Party's signature of execution and terminates when the equipment is returned in satisfactory condition to COUNTY, unless terminated earlier by either party as provided herein below.
9. **Loss or Damage of Equipment.** If the equipment is lost, stolen, destroyed, or otherwise damaged beyond repair while in the care, custody, control and/or possession of PARTICIPATING AGENCY, PARTICIPATING AGENCY shall issue a certificate of loss/destruction/irreparable damage to County to satisfy any grant or insurance requirements.
10. **Contact Information and Notice.** Each party shall identify contact person(s) for purposes of implementing the terms of this AGREEMENT. All notices and communication under this AGREEMENT shall be in writing and must be delivered by hand, facsimile, or United States registered or certified mail, return receipt requested or delivered by any national overnight express delivery service, to the following addresses:

COUNTY contact:

Fort Bend County  
Homeland Security & Emergency Management  
Attn: Emergency Management Coordinator  
307 Fort Street  
Richmond, Texas 77469-7728  
Tel: (281) 342-6185  
Email: EOC@fbctx.gov

AND

Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

PARTICIPATING AGENCY contact:

City of Fulshear  
6611 W Cross Creek Bend Lane  
Fulshear, Texas 77441  
Tel: (281) 346-1796

Email: FVargas@fulsheartexas.gov

The parties may change their respective addresses and each may specify as its address any other address by providing at least fifteen (15) days written notice to the other party.

11. **Termination.** This Agreement may be terminated at any time during its term, for any reason, by either Party by giving thirty (30) days written notice of its intent to terminate to the other Party. Upon termination of Agreement, PARTICIPATING AGENCY shall return any equipment identified by COUNTY in the notice, within 30 days of notice of termination by either party. If PARTICIPATING AGENCY is unable to return the equipment, PARTICIPATING AGENCY shall give written notice to COUNTY of the reason as to why the equipment is not being returned.
12. **Satisfaction of Grant Requirements.** COUNTY represents that there are no existing grant requirements that must be satisfied under the Homeland Security Grant Program and that COUNTY is no longer receiving federal grant funds concerning the equipment.
13. **Compliance with Laws and Regulations.** The Parties shall observe and comply with all applicable federal, state, local, tribal, and territorial laws, rules, ordinances, and regulations in any manner affecting the performance of any obligations undertaken by this AGREEMENT, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY and PARTICIPATING AGENCY to terminate this Agreement immediately upon delivery of written notice of termination.
14. **Non-appropriation.** It is specifically understood and agreed that COUNTY has not allocated any funds for any services to be provided or obligations to be met pursuant to this AGREEMENT and has no obligation to make any payments hereunder. Any party paying for the performance of governmental functions, services or obligations under this AGREEMENT must make those payments from current revenues available to the paying Party. In the event funds are needed to carry out any purpose of this AGREEMENT, and



COUNTY has not appropriated or allocated such funds to carry out the purpose of this agreement, the sole remedy of COUNTY is to terminate this AGREEMENT.

15. **Governing Law and Venue.** 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.
16. **Relationship of the Parties.** This AGREEMENT is not intended to and shall not create a partnership, joint venture or joint enterprise among the parties. It is understood and agreed by the parties that the personnel of one party shall not be considered employees, agents, partners, joint ventures, or servants of any other party to this AGREEMENT. The parties are undertaking governmental functions or services under this AGREEMENT and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The party undertaking work under this AGREEMENT shall control the direction, details and managements of such work.
17. **No Third Party Beneficiaries.** The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this AGREEMENT.
18. **Invalid Provision.** If any of the provisions contained in this AGREEMENT are deemed invalid, such invalidity will not affect the other provisions and the AGREEMENT will be construed as if the invalid provision had never been contained in this AGREEMENT.
19. **No Assumption of Liability.** No Party assumes the liability for the equipment under the control of any other Party or for the actions of employees of any other Party. This Agreement is not intended to create any cause of action for the benefit of third parties.
20. **Immunity as a Defense.** No signatory hereto or participating agency has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this AGREEMENT.
21. **Audit and Inspection of Records.** PARTICIPATING AGENCY shall permit the authorized representatives of COUNTY to inspect and audit all data and records relating to the equipment referenced in this AGREEMENT. Each party shall keep its books and records available for this purpose for at least three (3) years after this AGREEMENT terminates. In the event any record is needed to support any dispute or legal action, such records shall be maintained for a period of not less than three (3) years following the settlement of any such dispute or legal action.

22. **Confidential Information.** PARTICIPATING AGENCY expressly acknowledges that Fort Bend 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 Agreement to the contrary, Fort Bend County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Fort Bend County by PARTICIPATING AGENCY shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
23. **Assignment.** Any assignment or other transfer of this AGREEMENT or any part hereof without the express consent in writing of the other Parties shall be void and of no effect.
24. **Entire Agreement.** The entire understanding and agreement of the Parties is contained herein and no change in or modification, amendment or discharge of this AGREEMENT in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all Parties.
25. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
26. **Execution.** This AGREEMENT may be executed in multiple counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each party warrants that the undersigned is a duly authorized representative with the power to execute this AGREEMENT.
27. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

{EXECUTION PAGE FOLLOWS}

IN WITNESS HEREOF, the parties, or their authorized representatives, have herewith set their signatures as of the date written below. This AGREEMENT is not effective until executed by all necessary parties.

**FORT BEND COUNTY, TEXAS**

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

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Laura Richard, County Clerk

**APPROVED:**

FORT BEND COUNTY  
Office of Emergency Management

By: \_\_\_\_\_  
Greg Babst,  
Emergency Management Coordinator

Date: 8/21/2025

**FULSHEAR, TEXAS**

\_\_\_\_\_  
Elected Official

*MAYOR OF  
FULSHEAR*

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

## (SAMPLE PROPERTY TRANSFER FORM)

## Governor's Division of Emergency Management

Transferring Agency:

307 Front Street, Richmond, Texas 77469

Shenae Theriot-Mericle

Printed Name and Title

Shenae Theriot-Mericle

Participating Agency:

Street/Mailing Address, City, County, Zip

Printed Name and Title

Signature

## CERTIFICATION OF RECEIPT OF GRANT FUNDED PROPERTY

By execution of this Property Transfer Record Agreement, the Parties hereto to certify that the property described herein below was acquired by the expenditure of \_\_\_\_\_ (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

## FORT BEND COUNTY HOMELAND SECURITY EMERGENCY MANAGEMENT PARTNERING AGENCY EQUIPMENT LIST

HSEM Initials	Item #	PO #	Acquisition Date	Unit Cost	Description	FBC Tag #	Serial/ VIN#	Date out	Date Returned	Name and Int.
	1									
	2									
	3									
	4									