



COUNTY ATTORNEY
Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

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CONFIDENTIAL ATTORNEY-CLIENT REVIEW FORM

On August 2, 2025, the County Attorney's Office reviewed the following document which was submitted as OnBase Contract Request No. 25-OEM-100501:

Memorandum of Understanding Between ASAR Training and Response, Inc. and Fort Bend County, Texas on behalf of the Fort Bend County Office of Homeland Security and Emergency Management. ASAR SME provision of the most professional response support possible to their partners, managers and responders provide comprehensive force-multiplying planning, response, and functional response in cooperation with local, State, Tribal, and Federal agencies. Training + Planning = Capacity and Capability to help your communities.

COMMENTS:

Please be advised that the aforementioned and attached document has been acknowledged, reviewed and approved as to legal form only.

Please keep in mind that the special conditions included in this Agreement may create specific obligations for the department in administering or participating in this program. Therefore, it is incumbent upon the department to read through all terms and conditions associated with the agreement to ensure full compliance thereof, including compliance with any and all federal, state and local requirements.

BRIDGETTE SMITH-LAWSON
FORT BEND COUNTY ATTORNEY

LaNetra S. Lary,
Assistant County Attorney
Chief, General Counsel Division



MEMORANDUM OF UNDERSTANDING

Between ASAR Training and Response Inc.

and

Fort Bend County, TX

This memorandum of understanding (“**MOU**”) is between ASAR Training and Response, Inc., a 501(c)(3) registered in the United States hereafter known as (“**ASAR**”), and Agency Name (“**FORT BEND COUNTY**”).

ASAR Training and Response is a technical animal rescue team specializing in both FEMA resource-typed and NFPA-based training and response for practical field and disaster animal rescue applications. ASAR subject-matter-expert (SME) responders are trained to ensure the provision of the most professional response support possible to their partners. ASAR SME managers and responders provide comprehensive force-multiplying planning, response, and functional response in cooperation with local, State, Tribal, and Federal agencies. Training + Planning = Capacity and Capability to help your communities.

The parties therefore agree as follows:

Article 1 TERM

- 1.1 **Term.** This Agreement shall be effective upon the date of final signature and shall remain in effect for three years. This Agreement shall automatically renew for a period of five years but may be terminated by fifteen (15) days written notification from either Party at any time.
- 1.2 **Termination.** Either party may terminate this MOU for any reason upon written notice to the point of contact (“**POC**”) designated by the other party.
- 1.3 **Periodic Review.** ASAR and FORT BEND COUNTY shall, as needed, jointly evaluate progress in the implementation of this Agreement and revise and develop new plans or goals as appropriate.

Article 2
PURPOSE

- 2.1 ASAR and FORT BEND COUNTY strive to coordinate their disaster response efforts in preparing for, responding to, and recovering from major incidents including natural and manmade disasters of significant proportion.
- 2.2 The primary goals of this MOU include:
- a. To take efforts to maximize ASAR SME resources before, during, and after a major incident.
 - b. To enhance life-saving priority evacuation and rescue planning for response to include ASAR / USAR mission-ready-packaging.
 - c. To provide mitigation activities, ongoing planning, exercises, and effective safe responses.
- 2.3 The benefits of this MOU may include the provision of available additional resources from various parties to FORT BEND COUNTY, resources may include hasty assessment teams to assist Incident Management Teams (IMT), overhead management teams in place prior to an event, Emergency Operations Center (EOC) Liaisons and small SME ASAR strike-teams.
- 2.4 Both parties will use their best efforts to meet their roles and responsibilities as outlined in this MOU, which are aspirational goals and are not binding contractual promises. In all circumstances, each party is responsible for the safety and well-being of its employees, representatives, responders, contractors, volunteers, and agents.
- 2.5 Each party acknowledges that there are risks associated with participating in disaster response activities and assumes those risks knowingly on behalf of its employees, representatives, responders, contractors, volunteers, and agents.

Article 3
ASAR ROLE

- 3.1 ASAR will use its reasonable best efforts within its sole discretion to meet its responsibilities as outlined in this MOU.
- 3.2 ASAR will provide an ASAR Primary Contact List to FORT BEND COUNTY (see Appendix A).
- 3.3 ASAR MOU services may include the following:
- a. Hasty Assessment personnel to support IMT efforts.
 - b. ASAR Specialists to be mission-ready packaged with USAR or Task Force teams.
 - c. ASAR strike teams to provide both response and management resources.
 - d. EOC support personnel (may be virtual), ASAR EOC personnel may be stationed at the National Resource Coordination Center (NRCC) but in direct contact with State or Regional EOC. Every effort will be made for an ASAR Staff member be physically at an EOC if possible.
 - e. Additional unique SME ASAR resources to enhance efforts of requesting partner.

- f. Additional shelter and humanitarian support resources from the NGO Animal Incident Management Group (AIM).

Article 4 Disaster Response Coordination

- 4.1 ASAR will require from the requesting FORT BEND COUNTY a formal letter of request and relevant activation and deployment information.
- 4.2 **Assistance Requests:** The request for assistance from ASAR must be made in writing by email or other agreed upon method. This request must be from the authority having jurisdiction in charge of the disaster response. All requests for assistance will be handled on a priority basis.
- 4.3 ASAR will make every effort to fill SME requests available through this MOU. However, ASAR and FORT BEND acknowledge there may be times where resources are not available in a timely manner.
- 4.4 Additional ASAR SME mission-ready-packages may be coordinated through the AIM or NARSC partnerships.
- 4.5 **Written Acknowledgement:** ASAR shall respond to a request for assistance by the quickest practical means. Requests will be considered based upon the resources available at the time requests are received.
- 4.6 **Costs of Assistance:** ASAR will provide expenditures and receipts associated to the response for reimbursement to the requesting agency if pre-agreed upon in writing prior to the event. ASAR shall not be liable for any portion of any expenses incurred by FORT BEND COUNTY unless it has been expressly agreed upon in writing, before the incurrence of the expense. FORT BEND COUNTY shall not be liable for any portion of any expenses incurred by ASAR unless it has been expressly agreed upon in writing, prior to the incurrence of the expense. (Note: ASAR does not charge for response or support during natural disasters. Hazardous materials (hazmat) or radiological response will require additional fees to be negotiated.)
- 4.7 **Period of Assistance:** The period begins with the departure of any ASAR personnel and/or equipment from any point for the purpose of traveling to the Requesting Party in order to provide assistance; and ending upon the return of all personnel and equipment from ASAR, or after providing the assistance requested, to their residence or regular place of work, whichever occurs first.
- 4.8 **Supervision and Control:** While ASAR is in the community to assist the local Authorities, the personnel, equipment, and resources of ASAR shall remain under the operational control of the ASAR Leadership responding to the disaster. ASAR and FORT BEND COUNTY shall each be separately responsible for the operation and maintenance of their own equipment and any other resources they provide. ASAR shall maintain daily personnel time records, material records, a log of equipment hours, and daily activity

reports to be provided to FORT BEND COUNTY upon request. ASAR reserves the right under this agreement to withdraw their resources at any time for any reason, subject to reasonable notice to the other party. At least 24-hour advance notification of intent to withdraw personnel or resources shall be provided to FORT BEND COUNTY unless such notice is not practical; in which case, such notice as is reasonable shall be provided.

- 4.9 **Food; Housing; Self-Sufficiency:** ASAR personnel and equipment shall be self-sufficient for operations in areas stricken by disasters or emergencies.
- 4.10 **Publicity:** During a joint effort (training, education, or response), all reasonable efforts to promote the identity of both Parties shall be clearly communicated through all available means. ASAR and FORT BEND COUNTY shall make every effort to keep the public informed of their cooperative efforts. When reasonably possible, advance notice and review of releases/reports shall be provided by each Party to the other. Assisting and requesting parties agree to share photography, videography and other materials that can be used for publicity purposes, with the understanding that all parties retain the rights to their materials and shall be credited as the source. Any materials produced jointly shall be mutually agreed upon in writing.
- 4.11 **Insurance:** ASAR shall carry their own insurance covering their individual organizations and field operations and provide proof acceptable upon request.
- 4.12 **Liability:** No party to this agreement shall hold the other liable for any loss or expense, to include third party complaints or litigation, resulting from the actions or inaction of the other, so long as they are within the bounds of normal operating protocols and procedures.

Article 5 CONFIDENTIALITY

- 5.1 Both during and after the term of this MOU, the parties will keep, and will ensure that their respective employees, volunteers, contractors, and agents keep, confidential all materials and information provided by the other party in relation to this MOU that are not available to the general public.

Article 6 NONBINDING NATURE OF MOU; NONPARTNERSHIP

- 6.1 **Nonbinding.** This MOU is not binding or legally enforceable, imposes no enforceable obligations upon the parties and does not grant any rights.
- 6.2 **Non partnership.** This MOU does not constitute and shall not be construed as constituting any of the relationships of FORT BEND COUNTY, partnership, or joint venture between the parties. Neither party shall have the right to bind the other party in any manner whatsoever. The parties are separate and independent organizations. Each is responsible for establishing its own policies and financing its own activities.

Signature: Eric Thompson

Date: 09/04/2025

Eric Thompson
Executive Director

ASAR Training and Response
P.O. Box 97,
Paola, Kansas 66071

Signature: _____

Date: _____

County Judge K.P. George
Fort Bend County Judge

Fort Bend County
301 Jackson Street,
Richmond, Texas 77469

ATTEST:

Laura Richard, County Clerk

**Appendix A:
ASAR Training and Response Contact List**

	Name	Title	E-mail	Cell Phone
Primary	Eric Thompson	Executive Director	Ethompson@asartraining.com	913-522-3064
Secondary	Kim Alboum	Program Specialist	Kim.alboum@bissell.com	919-930-2878
Tertiary	Carla Lewis		Clewis@asartraining.com	816-695-1712

FORT BEND COUNTY Response Contact List

	Name	Title	E-mail	Cell Phone
Primary – Domesticated Animals	Rene Vasquez	Director of Animal Services	rene.vasquez@fortbendcountytexas.gov	281-344-7614
Secondary – Domesticated Animals	Marcus Guajardo	Field Supervisor & Animal Cruelty Investigator	marcus.guajardo@fortbendcountytexas.gov	346-640-6670
Primary - Livestock	Tanner Eddleblute	Livestock Deputy	Tanner.Eddleblute@fortbendcountytexas.gov	281-509-5121