

RESOLUTION NO. 71-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND FORT BEND COUNTY, TEXAS REGARDING THE EMERGENCY OPERATION PLAN AND RELATED SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

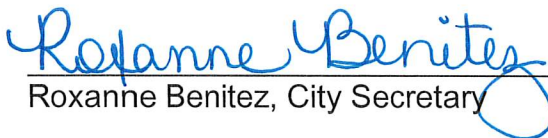
Section 1. The City Council hereby approves the Mayor to execute the memorandum of understanding between the City of Stafford, Texas and Fort Bend County, Texas regarding the Emergency Operation Plan and related services, as described and set forth as "Exhibit A", attached hereto, and incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this the 15th day of October, 2025.



Ken Mathew, Mayor

ATTEST:



Roxanne Benitez, City Secretary

EXHIBIT A

STATE OF TEXAS

COUNTY OF FORT BEND

**MEMORANDUM OF UNDERSTANDING BETWEEN ALL JURISDICTIONS WITHIN FORT
BEND COUNTY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into by and between Ft. Bend County, a body corporate and political under the laws of the State of Texas, acting by and through its governing body, the Ft. Bend County Commissioners Court ("County"), and all Fort Bend County Jurisdictions that are legally signed to the Fort Bend County Emergency Operation Plan.

WITNESS ETH

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

Meanwhile, the provision of disaster response services under this Memorandum of Understanding will be consistent with services to be provided under the Emergency Operation Plan and all Annex.

WHEREAS, FBC all-hazard will increase the FBC Emergency Operation Center to a level higher than 4 and should be a declared emergency or disaster through the state or federal government.

WHEREAS, This MOU establishes a cooperative framework for emergency response efforts between Fort Bend County and all Interlocal Jurisdictions who sign onto this MOU to ensure effective coordination, resource sharing, and communication during emergencies or disasters.

WHEREAS, the Emergency MOU describes the standard procedures used to acquire resources and the method to ensure mutual planning and readiness coordination. This agreement applies to all emergency management activities, including preparedness, response, recovery, and mitigation efforts within the jurisdictional boundaries of Fort Bend County. Provide support and resources as needed during emergencies. Coordinate with state and federal agencies for additional assistance. Maintain communication with local jurisdiction throughout the emergency response process.

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, Emergency Management MOU provides, in pertinent part, "When an FBC

all hazard develops or appears to be developing which cannot be resolved by emergency management resources within the Local Jurisdiction or Unincorporated Areas of the County, it is the responsibility of the EMC to provide assistance and coordination to stabilize the incident or ready for the all-hazard;” and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding whereby all jurisdictions may be requested to provide assistance consistent with the Emergency Operation Plan and Annexes developed by the Ft. Bend County Office of Homeland Security & Emergency Management, stakeholders, County Departments, and Jurisdictions, and approved by the commissioner's court.

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 Parties desire 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

This MOU aims 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 LOCAL JURISDICTION when requested by the County in preparation for or in response to a disaster for services covered by the Emergency Operation 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 LOCAL JURISDICTIONS follow NIMS and have 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 services.

Section 2. Term

This MOU shall commence upon the day and date of the last signature affixed hereto. It shall continue in force and remain binding on each Party until 3 years. Prior to termination, the parties shall meet to review the progress and success of the MOU and determine whether it should 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 before 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

LOCAL JURISDICTIONS will provide emergency services to the County affected by disasters as this MOU outlines. To facilitate this collaboration, the parties have agreed to the following:

A. Mutual Support:

1. Close liaison will be maintained between the County and LOCAL JURISDICTIONS.
2. The parties will participate in joint planning and preparedness activities for disaster events, including selected staff training and exercises
3. The County and LOCAL JURISDICTIONS will coordinate issuing public information on their cooperative activities.
4. Coordinate through LOCAL JURISDICTIONS elected officials or assigned EMC.
5. Response coordination will be through a designated Incident Command Post or the Fort Bend County EOC.

B. LOCAL JURISDICTIONS Support of County Disaster Operations:

1. LOCAL JURISDICTIONS 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 all-hazard emergency response, mass care, and recovery operations.
2. LOCAL JURISDICTION staff members will report directly to the local elected official designee through their chain of command during disaster operations for which they have been requested.
3. When requested and deployed, LOCAL JURISDICTION's staff will remain subject to the policy and procedural requirements of their local protocols or procedures unless the county judge gives a directive or order under Title 418.

C. County Support of LOCAL JURISDICTIONS:

1. The County will provide policy direction, resourcing, communication, situation reporting, and logistical support to LOCAL JURISDICTION Incident Command Post, Incident Command, or Unified Command staff for the duration of the deployment.
2. The County will provide agreed-upon funding for operating LOCAL JURISDICTION personnel, equipment, vehicles, and aviation resources during mutually agreed-upon training exercises and all-hazard incidents.
3. The County will provide support in the declaration of local, state, and federal.
4. The Fort Bend County Emergency Operation Center is the Operational Area, the FBC EOC Logistics Section Chief, and the EMC is the point of contact.

Section 4. Periodic Review

Representatives of local jurisdictions and the County will jointly evaluate the progress in implementing this MOU on or around its anniversary date annually 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 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: EMC
307 Fort Street
Richmond, Texas 77469

County Judge Office

Fort Bend County Attn: County Judge 401 Jackson
Street Richmond, Texas 77469

With a copy to:

Local Jurisdiction
Attn: Mayor or EMC
Address list on the TDEM 147
Mayor/EMC Email

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 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 consistent with the Texas Disaster Act of 1975, Chapter 418 of the Texas Government Code, and Bend County Emergency Operation Plan, as they may be amended hereafter. 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

The 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 another 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

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

LOCAL JURISDICTION agrees to hold Confidential Information in strict confidence, using at least the same degree of care that LOCAL JURISDICTION uses in maintaining the confidentiality of its 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.

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

LOCAL JURISDICTION 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, LOCAL JURISDICTION 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 LOCAL JURISDICTION or, where permitted, of its subcontractors.

LOCAL JURISDICTION 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

Suppose any provision of this MOU is determined to be invalid, illegal, or unenforceable. In that case, 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 the Ft. Bend County Emergency Operation Plan,

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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 Emergency Operation Plan, and any amendments thereto controls.

{EXECUTION PAGE FOLLOWS}

Local Jurisdiction

By Ken Mathew
(Signature)

Name: Ken Mathew

Title: Mayor, City of Stafford

County: Fort Bend/Harris

Date: October 15, 2025

Fort Bend County By

(Signature)

Name: _____

Title: _____

County: _____

Date: _____

Providing Agency (If different from Local Jurisdiction)

By _____
(Signature)

Name: _____

Title: _____

County: _____

Date: _____