

COMBINED ARMS

Veteran Service Organization Letter of Interest and Participation Agreement

Dear Taral,

This letter of interest is intended to gauge the interest of your organization in participating with Combined Arms in its efforts to improve the quality of veteran services in the Houston area. As you know, the Greater Houston area is home to more than 300,000 military veterans - one of the largest concentrations in the nation. In the past 10 years, Houston has seen amazing growth in all of its sectors, from workforce, to neighborhoods, to culture, to schools. Time and time again, Houston has appeared in the top of many lists about best places to live, work, and grow in the United States. Combined Arms' mission is to foster and perpetuate a long-standing culture of collaboration among military service organizations in the greater Houston area.

The strategic objectives of Combined Arms are the following: establish and nurture a system of organizations focused on supporting organizations that provide military transition and community reintegration services; reduce program redundancies and costs; and increase collaboration among programs within the system. We plan to build a community of support around key non-profit organizations by connecting organizations like your own with the businesses, agencies, and information needed to efficiently execute your organization's objectives. Below is a short form asking for information that will communicate services available in your organization to veterans and to other veteran services organizations in the Houston community. The attached memorandum of understanding formalizes your organization's relationship with Combined Arms and gives Combined Arms the opportunity to better serve the needs of Houston area veterans by allowing us to include your organization's logo and mission on our website and marketing materials. **Please complete this survey and sign the attached memorandum of understanding and return the completed below forms to 2929 McKinney St., Houston, Texas 77003, or return a .pdf copy to kland@combinedarms.us.**

Org Legal Name: Fort Bend County, Texas

Website: www.fortbendcountytexas.gov

Twitter: _____

Facebook: _____

YouTube: _____

Description of organization (to appear on the Combined Arms website): Fort Bend County Veteran Service Office Mission Statement:

The Veterans Service Office will actively promote the rights of veterans and dependents of the United States Armed Forces and work collaboratively with the Department of Veterans Affairs and other veterans' organizations to ensure that they receive the entitlement they deserve for the sacrifices they endured.

Business Hours: M-F: 8:00 - 5:00

Phone Number: (281) 341-4550

***Please attach your organization's preferred logo with your reply to this letter.**

Services Provided (check all that apply):

- | | | |
|--|--|--|
| • Career Transition | • Legal Services | • Veteran Benefits (access or guidance to) |
| • Community Involvement (volunteer opportunities) | • Professional Networking | • Peer Mentoring |
| • Family Services | • Education & Training (Including access to those benefits) | • Resource Referral |
| • Health & Well Being (Including mental health) | • Social Events | • Financial Assistance (counseling or direct funding) |
| | • Veteran Advocacy | |

Executive Director /CEO/ President:

KP George, County Judge

Organization address:

4520 Reading Road, Suite A-300 Rosenberg, TX 77471

Point of contact, with email address:

Dwight Marshall, Veterans Service Officer

dwright.marshall@fortbendcountytexas.gov

Can this address receive clients and/or visitors?

Yes

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Memorandum of Understanding between Combined Arms and County

This Memorandum of Understanding ("MOU") is made and entered into by and between Combined Arms, Inc. ("CAX"), a Texas non-profit corporation, and Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas. In this MOU, CAX and County are each referred to as a "Party" and collectively as the "Parties." With respect to a Party, Affiliate means any entity that controls, is controlled by, or is under common control with such Party. The Parties agree as follows:

1. Definitions.

- (a) "Affiliate" means, with respect to a Party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled.
- (b) "Use Guidelines" means a Party's guidelines for the form and manner in which the Licensed Marks may be used under this MOU, (attached hereto as Exhibit "A" and incorporated by reference, including any amendments or updates thereto as may be provided in writing by one party to the other from time to time, but in any event upon no less than ten (10) days' prior notice of the effectiveness of any such amendments or updates.
- (c) "Confidential Information" means all confidential and proprietary information of a Party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection.
- (d) "Licensed Marks" means all marks owned by each Party that consist of or include "Fort Bend County" and "Combined Arms, Inc." have, prior to the Effective Date, been used in connection with the Licensed Products by either Party or with either Party's permission, whether registered or unregistered, including the listed registrations and applications and any registrations which may be granted pursuant to such applications.
- (e) "Intellectual Property Rights" means worldwide intellectual and proprietary property owned or properly licensed by a Party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights
- (f) "Licensed Product(s)" means worldwide intellectual and proprietary property owned or properly licensed by a Party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights, and any other products or services that may be agreed upon in writing by County and CAX from time to time, for manufacture, advertising, marketing, distribution, and sale under the Licensed Marks.
- (g) "Licensee(s)" means the Party receiving a License to use Licensed Marks, License Products and/or Intellectual Property from the Licensor.
- (h) "Licensor(s)" means the Party granting a License to use Licensed Marks, License Products and/or Intellectual Property to the Licensee.

2. County.

- (a) County grants CAX a non-exclusive, fully transferable, sublicensable, right and license to use Licensed Marks:
 - (i) in connection with the manufacture, promotion, advertising, and distribution of Licensed Products worldwide, including in domain names, and
 - (ii) as part of its corporate name, company name, or trade name, as applicable.
- (b) A staff member or volunteer may be appointed by County to act as the primary representative between County and CAX ("a Representative") and shall be responsible for:
 - (i) providing CAX with an updated County description, mission statement, logo, staff point of contact, and other information that CAX may place on their website; and
 - (ii) working with CAX staff members on various cross-projects, resource referrals, shared events, and other programs.

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- (c) Upon the execution of this MOU, County shall provide CAX with all of the requested information in the preceding survey of interest.

3. CAX.

- (a) CAX grants County a non-exclusive, fully transferable, sublicensable, right and license to use Licensed Marks:
 - (i) in connection with the manufacture, promotion, advertising, and distribution of Licensed Products worldwide, including in domain names, and
 - (ii) as part of its corporate name, company name, or trade name, as applicable.
- (b) At the sole discretion of County, County may provide CAX with event information to appear on the shared event calendar on CAX's website.
- (c) A staff member or volunteer may be appointed by CAX to act as the primary representative between County and CAX ("a Representative") and shall be responsible for:
 - (i) providing County with an updated CAX description, mission statement, logo, staff point of contact, and other information that County may place on their website; and
 - (ii) working with County staff members on various cross-projects, resource referrals, shared events, and other programs.

4. Inspections and Samples.

- (a) Licensor shall have the right to exercise quality control over Licensee's and its Affiliates' use of the Licensed Marks on or in connection with the Licensed Products to the extent reasonably necessary under applicable Law to maintain the validity of the Licensed Marks and protect the goodwill associated therewith. In furtherance of the foregoing, subject to Section 4(b), prior to any use of any Licensed Mark which has not previously been approved or is not substantially consistent with a previously approved use, Licensee shall deliver to Licensor a representative sample of the Licensed Product or the packaging, labeling, promotional, advertising, or other materials bearing the Licensed Mark to Licensor for its approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- (b) In the event that Licensor has any objection to any practices of Licensee following an inspection, or to any sample provided, Licensor shall provide written notice to Licensee of such objection in reasonable detail to facilitate cure by Licensee. If Licensee has not received written notice of any objection within five (5) business days following Licensor's receipt of the sample, as applicable, Licensor shall be deemed to have approved such use of the Licensed Marks, as applicable. Approval of any particular use of any Licensed Mark, once given by Licensor, shall continue in effect with respect to such use, and any use substantially consistent therewith, without need for further approval, unless such use, is altered in any material respect that Licensor reasonably determines exceeds the scope of Licensee's rights under this MOU.

5. Ownership and Protection of the Mark.

- (a) Licensee acknowledges that Licensor is the owner of the Licensed Marks and all goodwill related thereto, and all use of the Licensed Marks (including any New Licensed Mark Use approved or deemed approved) hereunder and any goodwill accruing therefrom shall inure solely to the benefit of Licensor.
- (b) Licensor shall, at its sole expense, maintain all registrations of the Licensed Marks, including all domain name registrations, in full force and effect and prosecute all pending applications for registration of the Licensed Marks.
- (c) If Licensee requests that Licensor file any application for registration of any Licensed Mark including any domain name that is not registered (including any New Licensed Mark Use approved or deemed approved), Licensor shall consider the request in good faith and, provided that such rights are determined to be available for registration following such clearance searches as deemed necessary in Licensor's reasonable business judgment (the costs of which shall be borne solely by Licensee), Licensor shall promptly make such filings in its own name and shall own all resulting registrations and related rights. This subsection is subject to approval by the governing body of each Party. If the governing body determines not make such filings, the Licensor is not obligated to make the requested filings.

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- (d) Licensor shall not, directly or indirectly, take any action or omit to take any action, or make or permit any use of the Licensed Marks, that disparages Licensee or any of its products or services (including any Licensed Products), or otherwise dilutes, tarnishes, or impairs the value of the Licensed Marks and the associated goodwill.

6. Termination.

- (a) Either Party may terminate this MOU at any time without cause, and without incurring any additional obligation, liability, or penalty, by providing at least thirty (30) days' prior written notice to the other Party.
- (b) Upon the expiration or termination of this MOU:
 - (i) Licensee shall cease all use of the Licensed Marks; and
 - (ii) All sublicenses that have been granted by Licensee shall automatically and immediately terminate; provided, however, that any sublicensees may elect to continue its sublicense as a direct license from Licensor by providing written notice to Licensor of its election and of its agreement to assume all obligations contained in its sublicense agreement as direct obligations of the sublicensees to Licensor.

7. CAX Building Access and Use. Upon receiving written permission from CAX, County shall have the right to:

- (i) list the CAX building ("CAX Center") as alternate business address;
- (ii) use the CAX Center as the primary and dedicated workspace for staff and volunteers; and
- (iii) make use of the CAX Center for temporary workspace, meeting space, and other events.

8. Negative Covenants.

- (a) County shall not:
 - (i) grant access to lists detailing personal and contact information of veterans (a "Contact List") to a third-party for fundraising or revenue generating purposes without written permission from CAX;
 - (ii) purport to represent CAX; or
 - (iii) utilize the CAX name, logo, or contacts for fundraising or grant writing without permission from CAX.
- (b) CAX shall not:
 - (i) grant access to lists detailing personal and contact information of veterans (a "Contact List") to a third-party for fundraising or revenue generating purposes without written permission from County;
 - (ii) purport to represent County; or
 - (iii) utilize the County name, logo, or contacts for fundraising or grant writing without permission from County.

9. Term; Binding Effect. The Term of this MOU shall begin upon the date of execution by County ("Effective Date") and terminate on the anniversary of the Effective Date ("Termination Date"). Either Party may renew this MOU for an additional successive year period by providing the other Party with written notice of renewal, unless a Party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the Term.

10. No Partnership. Nothing in this MOU shall create a partnership between the Parties.

11. Confidentiality.

- (a) CAX expressly acknowledges that 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, County will make any information related to the MOU, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by CAX 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

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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 MOU are not proprietary or confidential information.

- (b) Each Party (the "Receiving Party") acknowledges that in connection with this Agreement it will gain access to information that is treated as confidential by the other Party (the "Disclosing Party"), including information about its business operations and strategies, goods and services, customers, pricing, marketing, and other sensitive and proprietary information (collectively, the "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence:
- (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party;
 - (ii) is or becomes available to the Receiving Party on a non-confidential basis from another Person, provided that such Person is not and was not prohibited from disclosing such Confidential Information;
 - (iii) was known by or in the possession of the Receiving Party prior to being disclosed by or on behalf of the Disclosing Party; or
 - (iv) is required to be disclosed by law, including pursuant to the terms of a court order, provided that the Receiving Party has given the Disclosing Party prior written notice of such disclosure and an opportunity to contest such disclosure and to seek a protective order or other remedy. The Receiving Party shall:
 - (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
 - (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
 - (C) not disclose any such Confidential Information to any Person, except to the Receiving Party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.
- (c) Licensee acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to Licensor that is inadequately compensable in damages. Accordingly, Licensor may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Licensee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of Licensor and are reasonable in scope and content.

12. **Governing Law.** This MOU shall be governed by the laws of the State of Texas. As required by Chapter 2270, Government Code, CAX hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this MOU. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By signature below, CAX represents pursuant to Section 2252.152 of the Texas Government Code, that CAX is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

13. Dispute Resolution.

- (a) Within ten (10) business days after the receipt by a Party of a notice from the other Party of a dispute, controversy, or claim arising out of or in connection with this MOU (each a "Dispute") the Parties shall meet and negotiate in good faith in an attempt to resolve such Dispute.
- (b) All Disputes arising out of or in relation to this MOU shall be referred to mediation before the initiation of any adjudicative action or proceeding, including arbitration.

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(c) 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 MOU and waive the right to sue or be sued elsewhere.

11. Entire Agreement. This MOU constitutes the entire agreement between the Parties.
12. Indemnification. CAX shall defend, indemnify and hold harmless CAX from and against any and all losses, payments, costs, damages, claims, demands, suits, liability, expenses, fines, penalties, or judgments (including without limitation, actual attorneys' fees and expenses) arising out of or in connection with CAX's performance under this MOU.
13. Warranties. CAX warrants and represents that it has the experience and abilities necessary to perform all required services with a high standard of quality and that the CAX System will conform in all material respects with the expectations set forth in this MOU.
14. Notices. All notices and other communications required under this MOU shall be in writing and shall be addressed to the receiving Party at the address or email set forth below:

Combined Arms, Inc.
2929 McKinney Street
Houston, Texas 77003
kland@combinedarms.us

Fort Bend County
Attn: County Judge
401 Jackson St., Richmond, Texas 77469
KP.George@fortbendcountytexas.gov;
Taral.Patel@fortbendcountytexas.gov

With a Copy to:
Veterans Service Office
4520 Reading Road, Suite A-300
Rosenberg, TX 77471
Dwight.Marshall@fortbendcountytexas.gov

We, the undersigned, are in agreement with the foregoing.

Combined Arms, Inc.


Signature

Name: John Boerstler
Title: CEO

Date: 21 MAR 2019

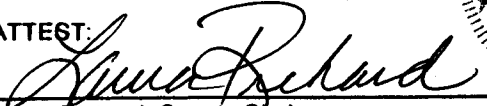
Fort Bend County


Signature

Name: KP George
Title: County Judge

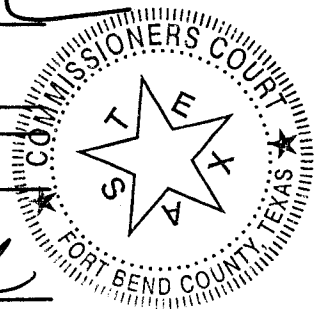
Date: 3-26-2019

ATTEST:


Laura Richard, County Clerk

Reviewed:


Matthew L. Grove, Assistant County Attorney,
Fort Bend County Attorney's Office



Digitally signed by Matthew L. Grove
DN: cn=Matthew L. Grove, o=Fort Bend County Attorney,
ou=General Counsel,
email=matthew.grove@fortbendcountytexas.gov, c=US
Date: 2019.03.21 10:19:39 -0500

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Combined Arms
Houston, TX United States

Certificate Number:
2019-470564

Date Filed:
04/01/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:
04/09/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

987654
Intellectual Property

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)