

FORT BEND COUNTY - FY 2021
COMMISSIONERS COURT AGENDA REQUEST FORM
 Return Completed Form by E-Mail to: Agenda Coordinator

Date Submitted: 7/22/21 Court Agenda Date: 8/3/21	Submitted By: Alan Spears Department: HS&EM Phone Number: 281-342-6185
SUBJECT: Memorandum of Understanding between Fort Bend County and National United States Armed Forces Museum	
SUMMARY OF ITEM: Accept and sign Memorandum of Understanding between Fort Bend County and the National United States Armed Forces Museum to provide assistance with equipment to be used for Search and Rescue, evacuations, resupply during a disaster.	
RENEWAL AGREEMENT/APPOINTMENT: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REVIEWED BY COUNTY ATTORNEY'S OFFICE: <input checked="" type="checkbox"/> YES MT 7-9-21 <input type="checkbox"/> NO
TYPE OF ITEM: <input type="checkbox"/> BUDGET TRANSFER <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> CLOSED SESSION <input type="checkbox"/> DISCUSSION	
FINANCIAL SUMMARY: BUDGETED ITEM: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO FUNDING SOURCE: ACCOUNTING UNIT or GRANT/PROJECT ACTIVITY:	
LIST SUPPORTING DOCUMENTS ATTACHED: Memorandum of Understanding between Fort Bend County and National United States Armed Forces Museum.	

Special Handling Requested (specify): Return to Alan Spears at HS&EM when signed.



National United States Armed Forces Museum

Memorandum of Understanding

To: Ft. Bend County, Texas

From: Ed Farris – National United States Armed Forces Museum

CC: KP George

THE STATE OF TEXAS COUNTY OF FORT BEND THIS DISASTER RESPONSE SERVICES MEMORANDUM OF UNDERSTANDING is 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, and The National United States Armed Forces Museum / as below ("NUSAFM").

R E C I T A L S:

As part of Ft. Bend County's disaster emergency planning and preparation activities, 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 prior to, during and/or following a tropical storm, flood, or other disastrous emergency or catastrophic manmade or natural events.

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.

The Parties hereto recognized 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.

The Parties hereto 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 approved by the County Judge.

The Parties find, entering into a Memorandum of Understanding to provide such assistance services, under public use to the County.

NOW, THEREFORE, the Fort Bend County and NUSAFM, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

PURPOSE

The purpose of this Memorandum of Understanding (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 response to a disaster for services covered by, Annex R of the Ft. Bend County Basic Plan. Both 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, and the conditions of the MOU are satisfied. This MOU includes the staffing and equipping of emergency maritime search and rescue operations. In carrying out the emergency responses, both Parties understand and agree to the following:

CONCEPT OF OPERATIONS

Each party to this MOU is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies.

METHODS OF COOPERATION

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

Mutual Support:

Close liaison will be maintained between the County and NUSAFM.

The parties will participate in joint planning and preparedness activities for disaster events, including selected staff training and exercises

The County and NUSAFM will coordinate with respect to the issuance of public information on their cooperative activities.

NUSAFM Support of County Disaster Operations:

NUSAFM will provide trained staff members and equipment to provide services 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.

NUSAFM staff members will report through their chain of command directly to the NUSAFM County Emergency Management Coordinator, or their designee, during disaster operations for which they have been requested.

When requested and deployed, NUSAFM staff will remain under the policy and procedural requirements of NUSAFM.

County Support of NUSAFM:

1. The County will provide policy direction and logistical support to deployed NUSAFM staff for the duration of the deployment.

PERIODIC REVIEW

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

TERM OF MEMORANDUM OF UNDERSTANDING

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, 2021. 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 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 years.

MISCELLANEOUS

This MOU does not create a partnership or a joint venture, and neither party has the authority to bind the other.

NOTICE

Any notice required to be given under provisions of this MOU shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage affixed and duly certified, return receipt requested, in a United States post office, at the following addresses.

National United States Armed Forces Museum

8611 Wallisville Rd.

Houston, TX 77029

Attention: Ed Farris, President / CEO

Ft Bend County

Ft Bend County Judge and Commissioner's Court

301 Jackson St

Richmond, TX 77469

Attention: KP George

**Ft Bend County Office of Homeland &
Emergency Management**

307 Fort Street,

Richmond, TX 77469

Attention: Mark Flathouse

Either Party may designate a different address by giving the other Party ten days' written notice.

COMPLIANCE WITH LAWS AND REGULATIONS

The Parties shall observe and 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.

CONSTRUCTION OF TERMS

The 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.

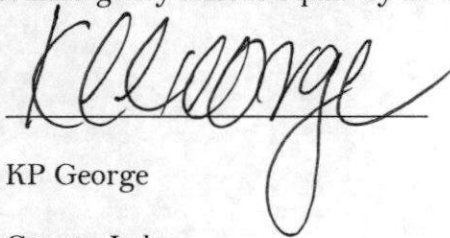
VENUE

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

NON- EXCLUSIVE

This MOU is not intended to be an exclusive MOU, and each Party may enter into other similar MOUs. This MOU replaces and terminates any previous existing mutual aid agreement for like services entered into by the same Parties.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Ft. Bend County by a duly authorized representative of Ft. Bend County, and on behalf of Gulf Coast Emergency Rescue Squad by an authorized representative.

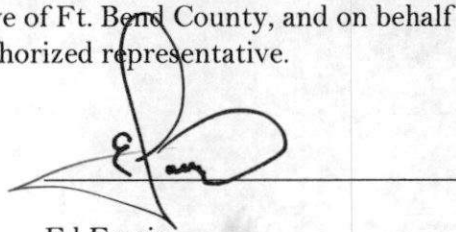


KP George

County Judge

301 Jackson St

Richmond, TX 77469



Ed Farris

President

National US Armed Forces Museum