

**STATE OF TEXAS                   §**  
**§       KNOW ALL PERSONS BY THESE PRESENTS:**  
**COUNTY OF FORT BEND       §**

**MEMORANDUM OF UNDERSTANDING BETWEEN FORT BEND COUNTY AND  
HOPE FOR THREE**

THIS Memorandum of Understanding (MOU) is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Blessed be Hope for Three, Inc. (hereinafter "H43"), a non-profit organization located in Fort Bend County, Texas (collectively referred to as the "parties").

WITNESSETH

WHEREAS, H43 has received funding assistance from the United States Department of Justice, Office of Justice Programs for the development and design a county-wide voluntary registry database readily accessible to registered users of persons living with developmental disabilities such as autism or Down Syndrome; and

**WHEREAS, the County desires to enhance its existing voluntary registry database to reduce injury and death of missing individuals; improve encounters between law enforcement and individuals with intellectual disabilities; and return individuals who may wander or elope and not communicate effectively home safely;**

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

## AGREEMENT

## Section 1. Purpose and Obligations

- 1.1 This MOU hereby confirms both County's and H43's purpose to enhance the County's existing voluntary registry database to reduce injury and death of missing individuals with dementia, Alzheimer's, Down Syndrome, and developmental disabilities such as autism spectrum disorder.
- 1.2 County will, through a partnership with H43, enhance the County's voluntary registry database readily accessible to registered users of persons living with forms of dementia, such as Alzheimer's, and developmental disabilities such as autism or Down Syndrome.
- 1.3 H43 will (1) initiate focus groups with community partners and families of eligible participants for feedback and information for the overall design and outline of the virtual registry database; (2) develop, design, and print marketing materials, promotions, campaigns, and advertisements; (3) implement training sessions with members of law enforcement; and (4) schedule presentations to schools and other entities.

## **Section 2. Funds**

2.1 H43 will grant to the County forty-five thousand dollars and no cents (\$45,000.00) for enhancements to the County's existing voluntary registry database.

2.2 H43 clearly understands and agrees, such understanding and agreement being of the absolute essence of this MOU, that no funds have been appropriated by the County to fulfill the obligations of this MOU.

## **Section 3. Reporting Requirements**

H43 shall retain all reporting requirements as required by the Department of Justice including data collection and monthly and quarterly reporting. County shall reasonably provide information or data to H43 upon request, when such information is required to be reported under the requirements of the DOJ Award or is required for a party to perform their obligations under this MOU.

## **Section 4. Data Rights**

- 4.1. H43 expressly acknowledges and agrees that any software and modifications of any software and all copies thereof, procured with funds from this Agreement, are neither proprietary to nor the property of H43. All applicable rights to patents, copyrights, trademarks and trade secrets in software or any modifications thereof, procured with funds from this Agreement, are not the property of H43.
- 4.2. All documents, data, reports, research, graphic presentation materials, etc., developed by County as a part of its work under this MOU shall remain the property of the County upon completion of this MOU, or in the event of termination or cancellation thereof, at the time of cancellation.
- 4.3. H43 acquires no right, title or interest from County under this MOU in or to County data, including any intellectual property rights therein.

## **Section 5. Time of Performance**

This MOU shall become effective upon execution by all parties and shall continue through September 30, 2023 unless either party notifies the other party of its intent to terminate the agreement.

## **Section 6. Modifications and Waivers**

The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. The rights and remedies of the parties set forth in this MOU are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 7. Termination**

- 7.1 Either Party may terminate this MOU at any time upon thirty (30) days written notice.
- 7.2 Termination for Default
  - 7.2.1 Either party may terminate the whole or any part of this MOU for cause in the following circumstances:
  - 7.2.2 If either party materially breaches any of the covenants or terms and conditions set forth in this MOU or fails to perform any of the other provisions of this MOU or so fails to make progress as to endanger performance of this MOU in accordance with its terms, and in any of these circumstances does not cure such breach or failure to other party's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from the non-breaching party specifying such breach or failure.
  - 7.2.3 If, after termination, it is determined for any reason whatsoever that neither party was in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the parties in accordance with Section 7.1 above.
- 7.3 Upon termination of this MOU, H43 shall compensate County in accordance with State law for those services which were provided under this MOU prior to its termination.
- 7.4 Upon termination of this MOU for any reason, the County may continue to utilize any enhancements to the County's voluntary registry database readily accessible to registered users of persons living with forms of dementia, like Alzheimer's, and developmental disabilities such as autism or Down Syndrome.

## **Section 8. Inspection of Books and Records**

H43 will permit County, or any duly authorized agent of County, to inspect and examine the books and records of H43 for the purposes of verifying performance under this MOU. County's right to inspect survives the termination of this MOU for a period of four years.

## **Section 9. Confidential and Proprietary Information**

- 9.1. H43 acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this MOU, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by H43 or its employees or agents from County in the performance of this MOU shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by H43 shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by H43) publicly known or is contained in a publicly available document; (b) is rightfully in H43's possession without the obligation of nondisclosure prior to the time of its

disclosure under this MOU; or (c) is independently developed by employees or agents of H43 who can be shown to have had no access to the Confidential Information.

- 9.2. H43 agrees to hold Confidential Information in strict confidence, using at least the same degree of care that H43 uses in maintaining the confidentiality of its own 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 County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. H43 shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, H43 shall advise County immediately in the event H43 learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this MOU and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or H43 against any such person. H43 agrees that, except as directed by County, H43 will not at any time during or after the term of this MOU disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this MOU or at County's request, H43 will promptly turn over to County all documents, papers, and other matter in H43's possession which embody Confidential Information.
- 9.3. H43 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 County that is inadequately compensable in damages. Accordingly, County 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. H43 acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- 9.4. H43 in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 9.5. H43 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 H43 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 MOU are not proprietary or confidential information.

## **Section 10. Notices**

- 10.1. 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 a 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).
- 10.2. 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 Sheriff's Office  
1840 Richmond Pkwy.  
Richmond, TX 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: Blessed Be Hope for Three, Inc.  
ATTN: CEO  
12808 W. Airport Blvd., Suite 375  
Sugar Land, Texas 77478

- 10.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 10.1 and 10.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

10.3.1 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.

10.3.2 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, then upon the rejection, refusal, or inability to deliver.

## **Section 11. Compliance with Laws**

H43 shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this MOU, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, H43 shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 12. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this MOU. 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. Nothing in the MOU shall be construed to waive the County's sovereign immunity.

**Section 13. Successors and Assigns**

County and H43 bind themselves and their successors, executors, administrators and assigns to the other party of this MOU and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this MOU.

**Section 14. Severability**

If any provision of this MOU is determined to be invalid, illegal, or unenforceable, 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 15. Publicity**

Release of any material or information developed or received in the performance of the Services hereunder including contact with citizens of Fort Bend County, media outlets, or governmental agencies shall require the express written permission of the non-releasing party, except where release is required by law.

**Section 16. Captions**

The section captions used in this MOU are for convenience of reference only and do not affect the interpretation or construction of this MOU.

**Section 17. Conflict**

If there is a conflict between this MOU and any attached item, the provisions of this MOU shall prevail.

**Section 18. Further Assurances**

Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

**Section 19. Entire Agreement**

This instrument contains the entire MOU between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning

this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution by both parties.

**FORT BEND COUNTY**

*KP George*

County Judge KP George

KP George, County Judge

11/23/2021

Date

**BLESSED BE HOPE FOR THREE, INC.**

*Darla Farmer*

Darla Farmer, CEO

Nov 15, 2021

Date

ATTEST:

*Laura Richard*

Laura Richard, County Clerk



Reviewed by:

*Eric Fagan*

Eric Fagan, Fort Bend County Sheriff