



**Fort Bend County and Family Life CRC
Emergency Shelter/Center
Memorandum of Understanding
KP George, Judge**

This Memorandum of Understanding (MOU) is by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas (“County”), and Family Life Community Resource Center (“Family Life CRC” or the “Providing Entity”), collectively referred to herein as the “Parties.”

PURPOSE

The purpose of this MOU is to establish a mutual understanding and agreement for the use of the Family Life CRC facility as a designated **Cooling and Warming Center**, as well as an **Emergency Shelter**, during extreme weather conditions or other emergency situations. This partnership aims to provide a safe, accessible, and supportive environment for residents in need. This MOU includes the provision of materials, supplies, equipment, and other forms of aid including the staffing and equipping of temporary mass care and emergency shelters, and participation by personnel in exercises, drills, or other training activities.

TERM AND TERMINATION

The term of this agreement begins on the date of the last signature below.

Family Life CRC agrees to allow County to use their facility in accordance with the terms and conditions herein during active shelter operations for at least a period of 30 days, subject to the termination clause below.

Termination for Convenience. Either party may terminate this MOU upon providing thirty (30) days written notice to the other party.

Termination for Default. Either party may terminate the whole or any part of this MOU for cause in the following circumstances: (i.) 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 Agreement, **and** in any of these circumstances does not cure such breach or failure to the other party’s reasonable satisfaction within a period of five (5) calendar days after receipt of notice from

the other party specifying such breach or failure. If the party fails to cure the breach, the termination shall be effective the day after the time to cure has passed.

INDEMNIFICATION

To the extent allowed by law, the Parties shall defend, hold harmless, and indemnify the other party against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the other party, or the other party's agents, employees, or subcontractors, during the use of the Facility.

INSURANCE

Family Life CRC shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. Family Life CRC shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

MODIFICATION

No modification of this agreement will be binding unless evidenced by a written agreement signed by all parties. This agreement shall not be binding until it is signed by all parties.

All parties will review annually and update every 3 years.

GENERAL CONDITIONS

I. Responsibilities of the County:

1. Operational Support:

- If designated as a Fort Bend County shelter or center provide necessary resources and support to enable the Center to operate effectively during activation.
- If Red Cross supported, coordinate Red Cross supplies as needed.
- Always maintain accountability of all personnel.
- Maintain a record or log of everyone working the shelter or center. (ICS 214).

2. Logistical Assistance:

- If designated as a Fort Bend County Shelter or Center supply portable equipment, such as cots, blankets, and emergency supplies.
- Fort Bend County shall provide emergency backup generator power to the Family Life CRC facility while said facility is operating as a temporary mass care or emergency shelter should backup power be needed.

3. **Staffing:**
 - Assign county personnel or coordinate volunteers to assist with the operation of the Center, including check-in processes and security measures.
 - If designated as a Red Cross Shelter, then the Red Cross will manage staffing and support.
4. **Utilities and Maintenance:**
 - Ensure the availability of backup generators and utility services to maintain heating, cooling, and essential facility functions during usage.
5. **Use of Family Life CRC equipment:**
 - County agrees to repair or replace any damaged equipment and assume liability for misuse of Family Life CRC during usage as a Shelter or Center.

II. Responsibilities of the Family Life Center:

1. **Facility Access:**
 - Provide access to the Center's facility, including designated areas for sheltering, restrooms, and kitchen facilities as needed.
 - Family Life CRC acknowledges and agrees to alter or suspend its normal operations at its facility as may be necessary if it agrees to be a host to accommodate the use of its facility as a temporary mass care facility or emergency shelter when requested.
 - Family Life CRC acknowledges and agrees to the use of its facility's resources, such as its internet service, communications system, computers, and other associated equipment or systems. The facility's resources, systems, and equipment will be used only upon Family Life CRC's authorization and oversight, which may entail appropriate orientation or training as may be prudent.
2. **Facility Oversight:**
 - Oversee the daily operations of the Center while activated and coordinate with the County for additional support as required.
3. **Compliance with Regulations:**
 - Ensure the facility complies with all relevant safety, health, and accessibility standards to serve as a shelter or cooling/warming center.

III. Mutual Agreements:

1. **Communication:**
 - Establish and maintain clear communication channels between the County and the Center to coordinate shelter activation, resource needs, and operational updates.
 - In times when temporary mass care facilities or emergency shelter operations are needed, the Fort Bend County Emergency Management Coordinator, or his/her designee, shall notify the primary contact person or designee for Family Life CRC as soon as practicable that the use of an Family Life CRC facility as a temporary mass care facility or emergency shelter is desired. Family Life CRC shall have the right to opt out or refuse to make its facilities available as a temporary mass care facility or emergency shelter when the request for such is made.

- Fort Bend County's Emergency Management Coordinator is the primary contact person 24 hours, 7 days a week. The Emergency Management Coordinator will provide Family Life CRC with their name and contact information and an alternate's name and contact information. Family Life CRC will provide a primary and alternate's name and contact information for its facilities on 24 hours 7 days a week basis. All significant communication between Fort Bend County and Family Life CRC about matters pertaining to this agreement shall be through the primary contact person or their alternate.

2. Funding:

- Each party to this MOU will maintain its own identity in providing service. Each party is separately responsible for establishing its own policies and procedures and financing its own operations.
- Upon written request, Fort Bend County may provide shelter-specific supplies and support to the temporary facility or emergency shelter to the extent that it is able.
- Under terms of a legal disaster declaration, all reasonable and eligible costs (see 2 CFR part 200) that are associated with the operation of Family Life CRC's temporary mass care or emergency shelter facility may be billed to Fort Bend County to the extent federal and state funds have been made available by the state or federal government.
- In the event there's no legal disaster declaration, and Fort Bend County does not receive federal and/or state funds to reimburse Family Life CRC, Fort Bend County shall reimburse Family Life CRC for all reasonable shelter operation costs incurred while the Center is being used by County as an emergency Shelter.
- In the event the Family Life CRC is being used as a cooling or warming Center, Family Life CRC shall be reimbursed by County for any costs that do not constitute normal operating costs.

IV. Operations:

1. All centers or shelters will be "dry." All drugs and alcohol are strictly prohibited. Anyone who appears to be under the influence will not be allowed inside the building. Only people with prescribed medications may have the prescribed prescriptions on them.
2. During the activation of the center or shelter it will be predesignated and assigned as a shelter or a center.
3. Any items brought into the facility are subject to inspection by security, law enforcement or staff assigned. Service Center or Shelter staff will provide search procedures and will always follow standard legal searches. If failure to comply persons maybe removed from the center or shelter.
4. Weapons and object that could cause harm to another person as determined by staff are not permitted on site.
5. Smoking vaping chewing is prohibited on property.

6. Reading material that is reasonably pornographic, grotesque or evil in nature is not allowed on site.
7. The shelter or center's operating unit will provide a legal log for employee staff or volunteers of all activities in the shelter or center. The operating unit will also provide guidance on the activity log (ICS 214).
8. The operating unit will establish a grievance policy in place for the right of any guest to file a grievance. All guests will be given the policy. Persons arriving with medical equipment should be offered alternate assistance or sent to a hospital.
9. All guests must sign in and out. There must be a head count at lights out. Any guest that is unaccounted for must be immediately reported to local police as well as to the Emergency Management Coordinator or designee.
10. Written notice of vacate (ceasing shelter operations) must be posted on all entryways 24 hours before shutdown unless extenuating circumstances arise.
11. Standard operating procedures for the facility should be established and used during activation, as well as an operational plan.
12. Daily SITREPS will be provided to the EOC.
13. All centers or shelters should follow Red Cross guidance for felons, criminals, and sex offenders.

EXECUTION PAGE FOLLOWS

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EXECUTION

IN WITNESS WHEREOF, this MOU is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this MOU. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

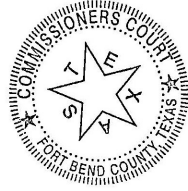
FORT BEND COUNTY

KP George
KP George, County Judge

September 9, 2025
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



FAMILY LIFE CENTER RESOURCE CENTER

Dr. Ilene Harper
Authorized Agent – Signature

Dr. Ilene Harper
Authorized Agent- Printed Name

Executive Director
Title

August 26, 2025
Date