

Memorandum of Understanding

Between

Actions Incorporated

and

Brazoria County

,

**DISASTER RESPONSE SERVICES MEMORANDUM OF UNDERSTANDING**  
**BETWEEN BRAZORIA COUNTY AND ACTIONS INCORPORATED**

THE STATE OF TEXAS

COUNTY OF BRAZORIA

THIS DISASTER RESPONSE SERVICES MEMORANDUM OF UNDERSTANDING is made and entered into by and between **Brazoria County** ("County"), a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Brazoria County Commissioners Court, and **Actions Incorporated** ("ACTIONS ").

**RECITALS:**

As part of Brazoria County's disaster emergency planning and preparation activities, Brazoria County acting through Brazoria County Office of Emergency Management, desires to enter into a Memorandum of Understanding to provide necessary transportation services prior to, during and/or following a tropical storm, flood, or other disastrous emergency or catastrophic event.

Whereas, the provision of transportation services under this Memorandum of Understanding will be consistent with services to be provided under Annex S of Brazoria County's Basic Plan.

The Parties hereto recognized the vulnerability of the people located within Brazoria County, Texas to damage, injury, and loss of life and property resulting from natural or man-made catastrophes.

The Parties hereto desire to enter into a Memorandum of Understanding whereby ACTIONS may be requested to provide transportation assistance consistent with Annex S of the Emergency Management Plan developed by the Brazoria County Office of Emergency Management and approved by the County Judge.

The Parties find that entering in to a Memorandum of Understanding to provide such assistance serves as public purpose of the County.

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

## **I. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to establish an understanding between the Parties in collaborating to meet the rescue services needs of persons affected by a storm or other disastrous emergency or catastrophic event. This MOU shall apply to the dispatch of emergency service transportation responses by ACTIONS when requested by the County in preparation for or response to a disaster for services covered by Annex S of the Brazoria County Basic Plan. Both parties recognize the need for highly qualified staff and equipment for disaster operations and that ACTIONS has the necessary 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 provision of multi-passenger vehicles and drivers to assist in transporting residents from areas of danger to either a safe location or to an evacuation hub for further transportation outside the county. In carrying out the emergency transportation responses, both Parties understand and agree to the following:

## **II. 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.

## **III. METHODS OF COOPERATION**

ACTIONS will provide emergency staffing to the County affected by disasters as outlined in this MOU.

To facilitate this collaboration, the organizations have agreed to the following:

### *A. Mutual Support*

1. Close liaison will be maintained between the County and ACTIONS.
2. The parties will participate in joint planning and preparedness activities for disaster events, including selected staff training and exercises
3. The County and ACTIONS will coordinate with respect to the issuance of public information on their cooperative activities.

### *B. ACTIONS Support of County Disaster Operations:*

1. ACTIONS will provide trained staff members and vehicles to provide services for which they are not otherwise contractually obligated. These activities may include transporting residents from their homes to an evacuation hub, and from points where they had been rescued from flood water to a safe shelter. At no point will Actions staff be placed in locations where they can be exposed to danger.
2. ACTIONS staff members will report through their chain of command directly to the Brazoria County Sheriff's Office, or Emergency Management Coordinator, or their designee during disaster operations for which they have been requested.

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

*C. County Support of ACTIONS:*

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

2. The County will reimburse ACTIONS for the following documented expenses related to a deployment:

a. Expenditure of fuel and consumable resources.

b. Repair of vehicle damage occurred while either engaged in operations, of in transit to and from an area of operations.

#### **IV. PERIODIC REVIEW**

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

#### **V. TERM OF MEMORANDUM OF UNDERSTANDING**

This MOU shall commence upon the day and date of the last signature affixed hereto. This MOU shall remain in effect indefinitely. Either party may terminate this MOU by providing written notice to the other party of its intent to terminate with at least ninety (90) days notification.

#### **VI. MISCELLANEOUS**

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

#### **VII. INDEMNITY**

**ACTIONS covenants and agrees to indemnify, hold harmless and defend, at its own expense, the County and its officers, agents, servants and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind of character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance or nonperformance of this MOU. ACTIONS likewise covenants and agrees to and does**

**hereby indemnify and hold harmless the County from and against any and all injury, damage or destruction of property of the County, arising out of or in connection with all acts or omissions of ACTIONS, its officers, members, agents, employees, sub-subrecipients, invitees, licensees, or program participants.**

### **VIII. WAIVER OF IMMUNITY**

If ACTIONS, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, ACTIONS hereby expressly waives its rights to plead defensively such immunity or exemption as against the County. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory or common law.

### **IX. LIABILITY**

Brazoria County is not responsible for any civil liability that arises from any act or omission made within the course and scope of the provision of services under this MOU. Brazoria County does not assume civil liability under any theory of law for the actions hereunder.

### **X. 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.

#### **Actions Incorporated**

1524 East Mulberry Street  
Angleton, Texas 77515  
Attention: Breah Knape, Executive Director

#### **Brazoria County**

Brazoria County Commissioners Court  
Brazoria County Courthouse  
237 E. Locust St., Suite 205  
Angleton, Texas 77515  
Attention: County Judge

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

**XI. 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.

**XI. 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 S of the Brazoria 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.

**XII. VENUE**

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

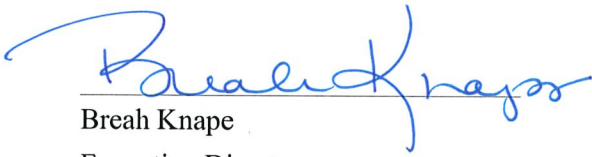
**XIII. NON- EXCLUSIVE**

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 Brazoria County by a duly authorized representative of Brazoria County, and on behalf of Actions Incorporated by an authorized representative.

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L.M. "Matt" Sebesta, Jr.  
County Judge  
Brazoria County, Texas

  
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Breah Knape  
Executive Director  
Actions Incorporated

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Dated:

11.18.2024  
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Dated: