

Memorandum of Understanding

Between

Life Foursquare Church

and

Brazoria County

DISASTER RESPONSE SERVICES MEMORANDUM OF UNDERSTANDING

BETWEEN BRAZORIA COUNTY AND LIFE FOURSQUARE CHURCH

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 **Life Foursquare Church** ("Life Church").

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 sustenance services prior to, during and/or following a tropical storm, flood, or other disastrous emergency or catastrophic event.

Whereas, the provision of sustenance services under this Memorandum of Understanding will be consistent with services to be provided under Annex C 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 Life Church may be requested to provide sustenance services consistent with Annex C 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 Life Church, 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 sustenance service needs of persons affected by a storm or other disastrous emergency or catastrophic event or personnel responding to the event. This MOU shall apply to the feeding of disaster survivors living in County shelters by Life Church when requested by the County in response to a disaster. Both parties recognize the need for highly qualified staff and equipment for disaster operations and that Life Church 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 preparing and transporting of meals to preplanned locations at determined serving times. In carrying out the emergency sustenance services, 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

LIFE CHURCH 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 Life Church.
2. The parties will participate in joint planning and preparedness activities for disaster events, including selected staff training and exercises
3. The County and Life Church will coordinate with respect to the issuance of public information on their cooperative activities.

B. Life Church Support of County Disaster Operations:

1. Life Church will prepare and transport meals to preplanned locations at determined times.
2. Life Church will maintain invoices for of all provisions purchased.
3. Life Church will maintain written records of all volunteer hours expended in the preparing and delivering of meals.
4. Life Church will submit invoices for purchased provisions to the County in a timely manner for reimbursement.

C. County Support of Life Church:

1. The County will provide an accurate number of people being housed in each shelter

requiring meals and deliver updates on a daily basis.

2. The County will provide a written description of each delivery site and time requested to serve each meal.

3. The County will reimburse Life Church for the following documented expenses related to a disaster:

a. Purchases of all provisions and equipment used in preparing and transporting meals.

b. Repair of vehicle damage occurred while either engaged in delivering meals or returning to Life Church.

IV. PERIODIC REVIEW

Representatives of Life Church 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

LIFE CHURCH 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. Life Church 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 LIFE CHURCH, its officers, members, agents, employees, sub-
subrecipients, invitees, licensees, or program participants.

VIII. WAIVER OF IMMUNITY

If Life Church, 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, Life Church 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 Life Church 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.

Life Foursquare Church

501 Karankawa Street
Angleton, Texas 77515
Attention: Cere Muscarella, Senior Pastor

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 C 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 Life Foursquare Church by an authorized representative.

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



Cere Muscarella
Senior Pastor
Life Foursquare Church

Dated:



Dated: