

Memorandum of Understanding
Between
Gulf Coast Rescue Squad
and
Brazoria County

DISASTER RESPONSE SERVICES MEMORANDUM OF UNDERSTANDING
BETWEEN BRAZORIA COUNTY AND GULF COAST RESCUE SQUAD

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 **Gulf Coast Rescue Squad** ("GCRS").

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

Whereas, the provision of rescue services under this Memorandum of Understanding will be consistent with services to be provided under Annex R 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 GCRS may be requested to provide assistance consistent with Annex R 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 GCRS, 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 responses by GCRS when requested by the County in preparation for or response to a disaster for services covered by Annex R of the Brazoria County Basic Plan. Both parties recognize the need for highly qualified staff and equipment for disaster rescue operations and that GCRS 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 rescue 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

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

B. GCRS Support of County Disaster Operations:

1. GCRS 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 in a marine environment, and Multi-Agency Coordination Center Support.
2. GCRS staff members will report through their chain of command directly to the Brazoria County Emergency Management Coordinator, or their designee, during disaster

operations for which they have been requested.

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

C. County Support of GCRS:

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

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

a. Expenditure of fuel oil, lubricating oil, and consumable resources.

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

IV. PERIODIC REVIEW

Representatives of GCRS 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

GCRS 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. GCRS 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 GCRS, its officers, members, agents, employees, sub-subrecipients, invitees, licensees, or program participants.

VIII. WAIVER OF IMMUNITY

If GCRS, 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, GCRS 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.

Gulf Coast Rescue Squad

P. O. Box 901
Clute, Texas 77531
Attention: Timothy Morrison, President

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 anymore provisions contained in this MOU is held to be invalid, illegal or wlenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall beconstrued 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 R 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 Gulf Coast Rescue Squad by an authorized representative.

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



Derek Yates
President
Gulf Coast Rescue Squad

Dated:

12/03/2024

Dated: