



Memorandum of Understanding

Between

Colorado County, Texas

and the

City of Angleton, Texas

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between the City of Angleton, Texas (hereinafter "Angleton") and Colorado County, Texas (hereinafter "Colorado County"), in preparation for necessary emergency response to hurricane and tropical storm weather disasters. This MOU provides the framework for cooperation and support between the two municipal entities to aid Angleton municipal employees with workspace to ensure business continuity in the event of a named storm, hurricane, or tropical storm.

II. Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its policies and procedures and financing its activities.

III. Role of Colorado County, Texas

1. Provide workspace for no more than three Angleton employees to work during an emergency weather event that includes either a hurricane or weather event.
2. Provide Internet access at no charge to Angleton.
3. Provide electricity for the use of computers and printers to Angleton.
4. Provide IT support for the set-up of technology upon arrival of Angleton staff.

IV. Weather Events Covered by this MOU.

Whereas the City of Angleton lies in Brazoria County, a coastal county of Texas, and may find the need to evacuate during weather disasters, the terms of this agreement will be in effect during such a weather disaster. The weather events that may trigger the terms of this agreement include the occurrence of a named hurricane or tropical storm, estimated to strike within 30-50 miles of coastal Brazoria County and commence approximately seven (7) days before the storm's landfall.

V: Role of the City of Angleton.

1. Provide all transportation to and from the City of origin and in and around Colorado County at all times.
2. Provide laptops, printers, portable scanners, and office supplies for the duration of time spent in Colorado County.
3. Provide all housing and food for Angleton employees sent to work in Colorado County.

VI. Term and Termination.

This MOU is effective as of October 1st, 2023. It expires on October 1st, 2025. This MOU may be terminated by 30 days' written notification from either party to the other at any time, for any reason, or for no reason.

VII. Miscellaneous

This MOU does not create a partnership or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. This MOU is not intended to be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty. This Agreement contains the entire understanding and agreement between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. No amendment, modification, or extension of this Agreement shall be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

This Agreement may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Colorado County, Texas

City of Angleton, Texas

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____