

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BURLESON AND
OPEN DOOR CHURCH
FOR SHELTER AND MASS CARE ACTIVITIES**

This Memorandum of Understanding ("MOU") is made and entered into by and between **Open Door Church** ("Organization"), acting by and through its duly authorized representative, and the **City of Burleson** ("City"), a Texas home-rule municipal corporation, acting by and through its duly authorized City Manager. City and Organization may be referred to herein individually as a "party" or collectively as the "parties."

WHEREAS, the City desires the assistance of volunteer and charitable organizations in providing shelter and mass care for the members of public affected by emergency situations; and

WHEREAS, the Organization wishes to volunteer its resources for such purposes during emergency situations; and

WHEREAS, the parties desire to work together to plan and prepare for emergency situations to best provide shelter and mass care operations during such situations; and

WHEREAS, City finds that the subject of this MOU is necessary for the benefit of the public and has the legal authority to perform activities described herein.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose and Objective.** The purpose of this MOU is to outline the actions that each party is willing to undertake with respect to shelter and mass care operations as a basis for further planning and preparation by both parties.
2. **Organization's Efforts.** When requested by an authorized representative of the City, the Organization will use its best efforts to provide the following services for disaster victims:

- Activate and operate temporary shelters and register people using those shelters.
- Activate and operate mass feeding facilities a fixed site or sites.
- Activate and operate a mobile feeding facility.
- Provide meal preparation facilities to feed victims lodged in other facilities.
- Provide replacement clothing.
- Provide replacement furnishing and household goods.
- Provide crisis counseling.
- Provide assistance in home cleanup.
- Provide assistance with home repairs.
- Provide assistance in caring for pets of persons displaced from their homes.
- Receive, sort, and distribute goods donated for disaster victims.

Other (describe):

Other (describe):

Participate in pre-disaster shelter and mass care planning with the City.

During emergency operations, provide periodic reports on its shelter and mass care activities to the Shelter Officer in the Emergency Operating Center.

3. **City's Efforts.** The City will use its best efforts to:

Where possible, provide advance warning to the Organization of the possible need for shelter and mass care operations so that the Organization may mobilize its resources.

Provide security for shelter and mass care facilities.

Provide fire inspections for shelter and mass care facilities.

Provide traffic control in the vicinity of shelter and mass care facilities.

Provide information to disaster victims through the media on what they should bring and should not bring to shelter and mass care facilities.

Provide or arrange transportation for shelter and mass care equipment and supplies that cannot be transported by the Organization.

Coordinate with state and federal agencies to obtain supplementary food supplies, if required.

To the extent possible, ensure utilities are operable at shelter and mass care facilities.

Provide updated information on the emergency situation to shelter managers to be passed on to shelter occupants.

Invite volunteer and charitable organizations to participate in periodic emergency exercises to test plans, procedures, and coordination.

Other (describe): _____

Other (describe): _____

4. **Inspection.** If Organization provides any of the services described in this MOU, Organization shall allow City to conduct periodic inspections of the facilities to insure health and safety standards are being maintained.

5. **Expenses.** There shall be no charge to the City by the Organization for the use of the shelter or services. The City will not guarantee or promise the Organization that all or any of

its expenses will be reimbursed. The City may provide and assist the Organization in completing the forms necessary to obtain reimbursement from the federal government, if any, for expenses incurred by the Organization in providing the facilities and services if the Organization seeks reimbursement. It is the responsibility of the Organization to maintain complete and accurate records of its expenses.

6. **Term of MOU.** This Agreement shall commence upon Effective Date and terminate three years from the date of execution, unless terminated earlier in accordance with the provisions of this Agreement. The City or Organization may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination. Sections 7 and 11 herein shall survive the term or termination of this Agreement.

7. **Legal Responsibility.** The Organization assumes responsibility for injury or damage, which occurs as a proximate cause of its use or maintenance of Organization's facilities. The Organization hereby agrees to, and shall hold the City, its elective and appointed Council, Commissions, officers, agents and employees harmless and defend and indemnify the same from and against any or all loss, liability, expense, claim, costs, suits, damages of every kind, nature and description directly or indirectly arising from any negligent or wrongful act or omission of Organization in the exercise of its use or maintenance of the Organization facilities.

8. **Contact Person/Notice.** Each party's primary contact person and contact information for notice and communication purposes under this MOU are as follows:

To City:

City of Burleson, Texas
Will Allen, Emergency Operations Manager
141 W Renfro
Burleson, TX 76028
wallen@burlesontx.com
Phone: 817-426-9965

To Organization:

Open Door Church
Attn: Jerry Sellers
301 S Dobson St
Burleson, TX 76028
Phone: 817-980-4253
(Barry Gee: 817-988-1685)

9. **Compliance with Applicable Law.** In completing any activity set forth in this MOU, the parties shall comply with all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, and all applicable ordinances, rules, and regulations as amended by the City.

10. **No Waiver of City Requirements.** Nothing contained in this MOU shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

11. **No Waiver of Governmental Immunity.** The City does not waive its sovereign immunity by entering into this MOU, and shall fully retain all immunities, limitations on damages, and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

12. **Amendment.** This MOU may only be amended by the mutual written agreement of the parties.

In witness of these understandings, the authorized representative of the Organization and the City have fixed their signatures to this memorandum, which shall become effective and operative upon the fixing of the last signature hereto ("Effective Date").

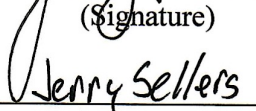
CITY OF BURLESON

By: _____
Bryan Langley, City Manager

Date: _____

Open Door Church

By:  _____
(Signature)

 Jerry Sellers Executive Pastor
(Printed Name and Title)

Date: 6/6/2022