

MEMORANDUM OF UNDERSTANDING

Between

Hays County Office of Emergency Services

And

~~Dripping Springs Ranch Park~~ City of Dripping Springs (CODS)

This Memorandum of Understanding (MOU) between the Hays County Office of Emergency Services (HCOES) and the City of Dripping Springs for the use of Dripping Springs Ranch Park (DSRP) witnesses that:

Whereas, the Hays County Office of Emergency Services is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster;

Whereas in the event of an emergency event in the State of Texas, local and regional infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

Whereas the existing local and regional infrastructure will also be compromised due to lack of adequate staff, equipment, and support available due to the impacts and demands of the event;

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional resources and support the effective response to the immediate emergency event;

Whereas immediate evacuation of animals in danger from evolving natural or manmade events.

Whereas trained volunteers responding or assisting in recovery efforts;

Now therefore, the parties agree as follows:

A. Definitions:

- Community Emergency Response Team (CERT)- Volunteers who have been formally trained, background checked and credentialed by the HCOES for response in disasters, recovery and assist local emergency services.
- Disaster Assessment Teams (DAT)- Teams of CERT volunteers who have been formally trained in damage assessments related to natural or manmade events.

B. Use of Facility assets and staff:

- In the event of an emergency requiring an immediate evacuation due to emergent conditions ~~DSRP~~ CODS agrees to provide the Dripping Springs Ranch Park Facilities to HCOES for use.
- ~~DSRP~~ CODS agrees to the use of its Dripping Springs Ranch Park facilities, for HCOES staff and CERT volunteers responding to the emergency event.
- Use of DSRP Facilities will be limited to housing large and small animals during response and recovery efforts.
- DSRP agrees to support the use of the facilities but is not required to staff the facilities during an emergency response

C. Hays County Office of Emergency Services (HCOES) :

- HCOES agrees to notify the CODS Emergency Management Coordinator DSRP and request the use of the facility prior to use and, when possible, for staging of impending events.
- HCOES agrees to repair or replace any damage which occurred as a result of using DSRP Facilities.
- HCOES agrees to provide any necessary security for the duration of use.
- HCOES agrees only CERT or HCOES trained staff will be allowed to manage the DSRP facilities in coordination with DSRP staff.

D. Contact Information:

- DSRP agrees to provide Hays County Office of Emergency Services with the appropriate manager's 24-hour per day 7-day per week contact information, and update this information as necessary.
- Hays County Office of Emergency Services agrees to provide DSRP with the contact information of those who are authorized to notify DSRP in the event of an emergency requiring the use of DSRP Facilities.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. ~~If this~~This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and ~~this should~~it will be confidential under Government Code §_418.176(a)(2).

F. Duration of Agreement: The term of this MOU is five (5) years from the date of the initial agreement. Renewal for additional one--year terms shall be automatic unless one party terminates as provided in section I.

G. Program Review: A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU ~~and the public/private partnership created thereby~~ shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

Hays County Office of
Emergency Services

City of Dripping Springs

~~Mike Jones~~ Michelle Villegas
Emergency Preparedness Coordinator
~~2171 Yarrington Road Ste 300~~ 810 S Stage Coach Trail Ste 1200
San Marcos, TX 78666
512-393-5538

~~Bill Foulds, Jr.~~ Roman Baligad
~~Mayor~~ Emergency Management Coordinator
511 Mercer Street
Dripping Springs, Texas 78620
(512) 858-4725

K. Capacity to Enter into Agreement: The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

Hays County Office of Emergency Services

City of Dripping Springs]

~~Mike Jones~~ Scott Raven
~~Interim~~ Director of Emergency Services
~~810 S Stage Coach Trail Ste 1200~~ 2171 Yarrington Road Ste 300
San Marcos, TX 78666
512-393-7300

Bill Foulds, Jr.
Mayor
Dripping Springs, Texas 78620
(512) 858-4725

511 Mer

Date

Date