

STATEMENT OF AGREEMENT BETWEEN THE MINUTEMAN DISASTER RESPONSE FOUNDATION AND THE COUNTY OF COLLIN

I. Purpose

This statement defines methods of cooperation, communication and coordination between the Minuteman Disaster Response Foundation ("MDR"), and the County of Collin, relative to emergency/disaster planning, readiness and emergency/disaster operations herein referred to as "Disaster Services Program". Upon signature execution, this statement should be attached to the County of Collin's Emergency Operations Plan.

II. Responsibilities

1. The County of Collin: The County of Collin, (herein referred to as The County) will endeavor to protect the public and to preserve life and property through specific emergency/disaster preparedness activities and by conducting and coordinating actual emergency/disaster relief operations.

2. Minuteman Disaster Response Foundation: MDR maintains its capability to take immediate action to provide emergency assistance to any number of people affected by, and emergency workers involved in, all-hazards emergencies/disaster or the threat of disaster.

In conducting its disaster relief services, MDR extends aid in an equitable and impartial manner. MDR may provide assistance and aid directly to disaster victims, first responders, and responding assistance organizations.

Assistance from MDR to The County may include:

- Provision of basic medical care or first aid
- Debris removal supplies, equipment, or personnel
- Situational awareness tools and resources for on-scene responders
- Redundant communication support
- First responder aid and rehabilitation at the site of a disaster
- Search and rescue support, including supporting Sheriff's Office for lost child or elderly search operations

III. Legal Authorities

1. The County conducts its emergency/disaster planning, preparedness and operations activities within Collin County under these authorities:

- A. Texas Disaster Act of 1975, 64th Legislature, Article 6889-7 Vernon's Texas Civil Statutes, now Chapter 418 of the Texas Government Code.
 - B. Robert T. Stafford Disaster Relief and Emergency Assistance Act, (as amended) 42 U.S.C. 5121.
 - C. Texas Government Code, Chapter 418 (Emergency Management) and Chapter 421 (The Homeland Security Act of 2003).
 - D. County Authority/Ordinance (if any)
2. Minuteman Disaster Response conducts its operations as a volunteer disaster charitable non-profit assistance organization. Upon activation by The County for response operations or support, MDR will fall under the coordination of The County's Emergency Operations Center and Incident Command structures associated with the response.

IV. Methods of Cooperation

1. Disaster Services Readiness.
 - A. In order to assure continuity in disaster planning, disaster readiness, emergency response readiness, and any other MDR program or service, MDR provides local staff and/or volunteers as primary points of contact to local emergency management.
 - B. Upon approval of the County's Emergency Manager, MDR and The County will share their written Emergency Operations and Response Plans.
 - C. Upon approval of the County's Emergency Manager and County Sheriff, the County agrees to admit properly identified MDR personnel into the disaster impact area to provide services or assistance.
2. Government Liaison
 - A. During disaster operations and upon the approval of the County's Emergency Manager, the County will provide space within its Emergency Operations Center (EOC) for an MDR Government Liaison.
 - B. MDR will assign a Government Liaison to The County's Emergency Operations Center or other command post. Specifically, the Government Liaison will perform as the MDR single Point of Contact for The County for all applicable MDR activities during EOC Operations. Government Liaisons meet all basic NIMS training and are generally assigned to the ICS Logistics Section or Operations Section, depending upon the jurisdictions EOC ICS or other structure during EOC operations.
3. Disaster Damage Assessment & Debris Management
 - A. Upon the approval of the County's Emergency Manager, MDR and The County agree to exchange and share information related to residential,

road and bridge, utilities affected and other disaster caused damage assessment information and to conduct assessments cooperatively to the extent possible.

- B. MDR may provide assistance to The County for debris management or removal, including debris removal supplies, equipment, or trained operators.
- C. The County agrees to admit properly identified MDR personnel into the disaster impact areas for the purpose of assisting with disaster damage assessments.

4. Local Disasters

- A. Upon the approval of the County's Emergency Manager, the County will notify/contact MDR through the normal method of dispatch communications system(s), inform MDR of local emergency/disasters, and request assistance from MDR.
- B. MDR may upon request, provide first responder rehabilitation or support services to police, firefighters, or other emergency workers at the scene of local emergencies or disasters.

5. Coordination and Planning of Assistance under Agreement

The County hereby authorizes and directs its Emergency Management Coordinator and his or her staff, and MDR hereby authorizes and directs its designated officers or employee, to mutually plan for, establish, and coordinate the details of implementing and furnishing the services and assistance agreed to be provided in the Agreement.

V. Term, Amendment or Cancellation of Agreement

This Agreement shall continue in effect until terminated by either party hereto, by such party giving the other party thirty days written notice.

VI. Mutual Responsibility and Preservation of Defenses

The County agrees to and accepts full responsibility for the condition and maintenance of its premises, and the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or contract laborers in performing services under this Agreement with the Minuteman Disaster Response.

Minuteman Disaster Response agrees to and accepts full responsibility for negligence, of all Minuteman Disaster Response's employees and agents, performing services under this Agreement which result in Bodily Injury, Death, or Property Damage.

It is further agreed that if a claim or liability should arise from the joint or concurring negligence of both parties hereto, it shall be borne by them comparatively in accordance with the laws of the State of Texas.

This paragraph shall not be construed as a waiver by either party of any defenses available to it under the laws of the State of Texas including, without limitations, the defense of governmental immunity and the limitations or liability imposed during times of disaster and emergency by applicable laws.

VII. Severability

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

VIII. Endorsement

The undersigned officers hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that the necessary ordinances, resolutions, orders or other actions extending said authority have been duly passed and are now in full force and effect and, by their signatures hereto, bind themselves to the faithful performance of this Agreement.

Keith Self
Collin County Judge

Date _____

Tracy Rath
Executive Director
Minuteman Disaster Response

Date _____

Kelley Stone
Emergency Management Coordinator
Collin County

Date _____