# MEMORANDUM OF UNDERSTANDING by and between BROWN COUNTY and BROWN COUNTY FAIR ASSOCIATION

This Memorandum of Understanding ("MOU") is entered into by and between **Brown County Association**, hereinafter referred to as OTHER PARTY, and **Brown County**, on behalf of

Brown County Office of Emergency Management.

WHEREAS, Brown County is seeking to utilize facilities at the Brown County Fairgrounds to store the Brown County Communications trailer and emergency management supplies as space is available. Brown County would also request the occasional use of the building and grounds to use as a temporary Emergency Operations Center and Resource staging area as needed for large scale incidents in the Brown County area.

WHEREAS, Brown County Fair Association is interested in providing Brown County Office of Emergency Management assistance; and,

WHEREAS, it is deemed in the best interest of both parties that the parties enter into a mutually satisfactory agreement to share in this process;

**NOW THEREFORE**, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, have agreed as follows:

# Article I. Overview and Purpose

The purpose of this MOU is to outline the agreement between Brown County and the Brown County Fair Association on the use of the Fair Association facilities.

- 1.1 Brown County, Responsibilities: Brown County agrees to abide by all requirements set forth by the Brown County Fair Association regarding access to the building and not to make any physical changes to the facilities. Brown County will provide insurance on any Brown County owned equipment stored inside the facility.
- 1.2 Brown County Fair Association Responsibilities: Provide facility use to Brown County for emergency use when scheduling permits.
- 1.3 Brown County and Brown County Fair Association Joint Responsibilities:

May 8, 2023 (Exhibit #3)

### Article II. Duration of the MOU:

- **2.1. Term.** This MOU will become effective upon the date of its signing and shall have a term of five years unless terminated by either party. This MOU may be extended by mutual written consent of the parties.
- 2.2. Termination of the MOU. This MOU may be terminated by either party at any time prior to the expiration of the MOU provided written notice is given to the other party (30) days in advance.

## Article III. Modification

This MOU may be modified by prior mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

# Article IV. Independent Contractor

For the purposes of this MOU and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

#### Article V. Notices

Any notice required or permitted under this MOU must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonably means and will be effective when actually received. **Brown County and Brown County Fair Association** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**Brown County**: Brown County Judge

200 S. Broadway, Suite 111
Brownwood, Texas 76801
Attention: Shane Britton
Phone: (325) 643-2828

Fax: (325) 646-7013

E-mail: emc@browncountytx.org

Brown County Fair Association: President - BCFA

4206 Hwy 377 South (PO Box 1101)

Brownwood, Texas 76804 Attention: Bryan Senkirik Phone: (325) 646-6365

Email bryansenkirik@gmail.com

E-mail: info@browncountyfairandrodeo.com

#### Article V. Other

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Brown County Fair Association and Brown County to attempt to resolve any claim for breach of contract made by Brown County that cannot be resolved in the ordinary course of business.

By executing and/or accepting this MOU, OTHER PARTY and each person signing on behalf of OTHER PARTY certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member Brown County Fair Association has direct or indirect financial interest in the award of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.

The undersigned parties bind themselves to the faithful performance of this MOU:

Brown County	Brown County Fair Association	
Conth	Par	
Signature	Signature	
Name: Shane Britton	Name: Bryan Senkirik	
Title: County Judge	Title: President	
Date: 05-08-2023	Date: <u>5/8/23</u>	