

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)

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.

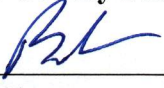
The undersigned parties bind themselves to the faithful performance of this MOU:

Brown County



Signature
Name: Shane Britton
Title: County Judge
Date: 05-08-2023

Brown County Fair Association



Signature
Name: Bryan Senkirik
Title: President
Date: 5/8/23