

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on July 10, 2023 (the "Effective Date"), by and between Atascosa County located at 1 Courthouse Circle Dr, Jourdanton, Texas 78026 (the "First Party"), and Wilson County located at 1420 3rd St, Floresville, Texas 78114 (the "Second Party"), and Karnes County located at 101 North Panna Maria Ave, Karnes City, Texas 78118 (the "Third Party"), and McMullen County located at 501 River St, Tilden, Texas 78072 (the "Fourth Party"). First Party, Second Party, Third Party, and Fourth Party may be referred to individually as the "Party", or collectively, the "Parties".

1. **MISSION**

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

Working together to develop plans to educate, communicate, and protect our local community in case of a chemical release as well as all other hazards; to facilitate all other workings of an LEPC.

2. **PURPOSE AND SCOPE**

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties, and which may be related to the partnership.

3. **OBJECTIVES**

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for W.A.K.M. Local Emergency Planning Committee (LEPC) and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained herein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Atascosa County shall render and provide the following services that include, but are not limited to:

Responding to all Public Information Request within their own jurisdiction and have an equal part in the LEPC board / committee, as all other involved parties.

Wilson County shall render and provide the following services that include, but are not limited to:

Responding to all Public Information Request within their own jurisdiction and have an equal part in the LEPC board / committee, as all other involved parties.

Karnes County shall render and provide the following services that include, but are not limited to:

Responding to all Public Information Request within their own jurisdiction and have an equal part in the LEPC board / committee, as all other involved parties.

McMullen County shall render and provide the following services that include, but are not limited to:

Responding to all Public Information Request within their own jurisdiction and have an equal part in the LEPC board / committee, as all other involved parties.

5. **TERMS OF UNDERSTANDING**

The term of this Memorandum shall be for a period of until written request to withdraw is received from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. **CONFIDENTIALITY**

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either of the Parties are unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Parties to establish a date for resolution of the matter.

8. LIMITATIONS OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties because of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such addresses as one may have furnished to the others in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Atascosa County, Wilson County, Karnes County, and McMullen County, and shall be effective as of the date first written above.



(First Party Signature)
Atascosa County
1 Courthouse Circle Dr
Jourdanton, Texas 78026

7/26/23

Date



(Second Party Signature)
Wilson County
1420 3rd St
Floresville, Texas 78114

7-10-2023

Date



(Third Party Signature)
Karnes County
101 North Panna Maria Ave
Karnes City, TX 78118

08.22.2023

Date



(Fourth Party Signature)
McMullen County
501 River St
Tilden, Texas 78072

08/14/2023

Date