

MEMORANDUM OF UNDERSTANDING

BETWEEN

POLK COUNTY, TEXAS

AND

STANLEY CROWE

PURPOSE: Natural and man-made disasters can affect the social stability of a community without warning. The need for food, water and roofing tarps has become the norm for disaster responses in Polk County. Working closely with the Texas Department of Emergency Management, it has become essential to prescribe a location within Polk County to serve as the County Staging Area, ("CSA") where state provided commodities will be delivered for further distribution. Four Points of Distribution, located in each of the County's precincts, will be supplied from the single CSA. This Memorandum of Understanding, ("MOU") is to secure and identify that single CSA.

AGENCIES RESPONSIBILITIES:

Polk County agrees to:

Identify a CSA Manager who will serve as the point of contact between Polk County's Office of Emergency Management, ("OEM") and Stanley Crowe.

Advise Stanley Crowe, or his designee, that the County will need to use the Vanity Fair parking lot as a CSA as soon as the need becomes apparent.

Provide the location of the CSA to the Texas Department of Emergency Management as soon as this MOU has been agreed to by both parties.

Not interfere with the normal business traffic of vendors/customers using the Vanity Fair property.

Mark off the area designated as the CSA with caution ribbon or other identifying means.

Provide the necessary manpower and equipment to offload and resupply vehicles used by Precinct PODs. (i.e., forklifts, pallet jacks, traffic cones, gloves, flashlights)

Provide for the safe ingress and egress of all vehicles delivering to or distributing supplies from the CSA.

Provide the necessary port-a-potty facilities for staff working at the CSA.

Provide the necessary security for the CSA during daily operation and periodic patrols during closed periods.

Make all reasonable efforts not to damage CSA parking facilities.

Provide the necessary equipment to maintain sanitary conditions, (dumpsters and trash barrels), and all litter from the CSA.

Remove all items delivered to the parking facility after the CSA is officially closed by the OEM.

Stanley Crowe will:

Provide free access to the Vanity Fair parking facility and identify the area designated as the CSA to the CSA Manager.

Advise the vendors in the Vanity Fair facility that the CSA will be activated and how they should work with any parking issues.

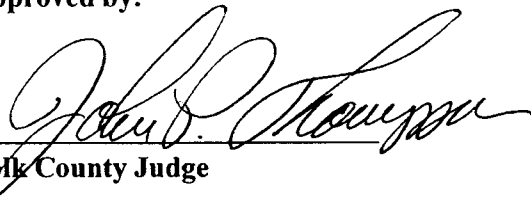
Communicate daily with the CSA Manager and advise him of any problems, potential safety issues or other matters of concern.

Inspect the designated CSA upon closing and provide a written notice to the OEM of his satisfaction that Polk County has met the conditions of this MOU or brings to the attention of the OEM any unresolved issues.

Tenure:

This MOU may be terminated by either party with a written notice; otherwise, it will remain in effect for a period of five years from the latest signature date.

Approved by:



Polk County Judge

COPY

Stanley Crowe

9-14-10

Date

Date