



MEMORANDUM OF UNDERSTANDING

Between

Hand Up Network
Tyler, Texas

and

County Judge, Panola County
Texas

A. PURPOSE:

The purpose of this MOU is to facilitate an understanding between *Hand Up Network* (HUN) and *County Judge Office, Panola County* (CJPC). Our goal is to collaborate in delivery of mutually acceptable outcomes in Panola County (Texas) through the coordination and provision of services during times of emergencies, crises and natural disasters, as well as facilitating citizen community service opportunities and specialized Victim Response services

B. STATEMENTS OF MUTUAL INTERESTS:

In relation to the purpose of this MOU, the mutual interest of both parties is to facilitate services to residents of Panola County and surrounding communities during times of emergencies, crises and natural disasters as well as facilitating community service opportunities and support from HUN Victim Services.

Located in East Texas, Panola County, Texas, was organized in 1846. Panola County currently occupies a land area of 801 square miles and serves a population of 23,796. The County operates as specified under a County Judge – Commissioners' Court type of government, consisting of one County Judge and four Commissioners. The County Judge is the presiding officer of the Commissioners'.

HUN MOU with County Judge Office, Panola County DRAFT – [APRIL, 2021].

Court, the governing body of the County, and is elected for a four-year term by the voters of the County. Each Commissioner represents one of the four Commissioner precincts into which the County is divided and is elected by the voters of his precinct for a four-year term. The Commissioners' Court has only powers expressly granted to it by the legislature and powers necessarily implied from such grant. Among other duties, it proposes and approves the County budget, determines the County tax rates, approves contracts in the name of the County, determines whether a proposition to issue bonds should be submitted to the voters, appoints certain County officials, and makes other decisions concerning the operation of the County. Panola County provides a full range of services, including public safety, public transportation (highways and roads), health and welfare, culture and recreation, conservation (agriculture), public facilities, judicial and legal, election functions, and general and financial administrative services. In addition to the delivery of public services, the *County Judge Office, Panola County* wants to facilitate opportunities for citizens to engage in disaster/emergency response and community service opportunities through partnership with a qualified local agency. In addition, CJPC wants to facilitate certified Victim Services to support the work of law enforcement and courts.

The mission of *Hand Up Network* through *Response Teams (HURT)* is to provide training for team and site leadership for volunteer teams and coordination of these teams during times of emergencies, crisis, and natural disasters as well as community service projects. *Hand Up Network* also provides screening of volunteers, assessment and planning of service opportunities, incident evaluation, and gift-in-kind donation processing and management. The *Hand Up Network* Response Team works in close coordination with federal, state, county and civic emergency management, county judges, fire departments, and EMS.

Additionally, *Hand Up Network* works with local and county law enforcement, medical providers, district attorneys, courts, and local partners to provide certified-level Victim Services to victims of crimes and victims of disasters/emergencies.

The areas of mutual interest are:

1. The *County Judge Office, Panola County* leadership recognizes that, depending on the nature of an incident, emergency, crisis or disaster, walk-up volunteers (people wanting to help) and unsolicited gifts-in-kind (materiel) can result in logistical and management challenges to professional response leadership and their priority of efforts in the immediate aftermath. Additionally, while community service projects offer wonderful opportunities for residents desiring to serve, if those services are not professionally planned and implemented, such projects can result in negative

outcomes for the residents and community at large. Thirdly, CJPC recognizes that local law enforcement and courts could benefit from partnership with a professional Victim Services agency so that they can focus on core competencies and mission while having victims properly supported.

2. *Hand Up Network Response Teams (HURT)* are recognized by Texas Division of Emergency Management as having experience, qualified personnel and systems to process and train volunteers, provide team leadership for emergency, crisis or disaster incidents and to process and manage materiel donations. Team leader training based on recognized best-practice and experience gained from facilitating hundreds of response teams facilitates qualified leadership for local planning and coordination of emergency response efforts but also proper planning and implementation of community service projects to benefit residents. Thirdly, HUN Victim Services provide certified, professional victim services for victims of crimes and emergencies in collaboration with law enforcement, district attorneys, courts, medical providers and local partnership agencies. All services are offered to the public at no-cost as a non-profit (501 c 3) organization, and funds for organizational support comes from local partners, as well as federal, state and regional sources.

C. HAND UP NETWORK SHALL:

- 1 Offer qualified resident volunteers from Panola County training through their volunteer portal and training systems to serve local CJPC leadership efforts during emergency, crisis or disaster incidents.
 - a. It is understood that HUN volunteers/leaders from outside Panola County may be included on Panola County Response Teams and that costs/fees for volunteers and training will be the responsibility of the volunteer, not the *County Judge Office, Panola County*.
 - b. It is further understood that Panola County Response Teams may also engage in projects outside Panola County when deemed necessary or appropriate.
2. Offer qualified resident volunteers from Panola County team leader training through their volunteer portal and training systems to serve local leadership efforts for community service projects that serve residents of Panola County.
3. Provide processing and management of walk-up volunteers and materiel/gifts-in-kind during an emergency, crisis or disaster incident.
4. Assess post incident service opportunities for volunteer teams in coordination with local partners and agencies
5. Provide post-incident reporting to the *County Judge Office, Panola County*

6. Provide Victim Services to support the work of County Sheriff, Police and Courts – including trained local response personnel (as available through volunteer recruitment and training).
7. Participate in applicable CJPC events to increase readiness, participation, and awareness.
8. Research and collaborate in fund-raising efforts for HUN non-profit services, emergency readiness and response as well as funds for county readiness and response efforts.

D. COUNTY JUDGE OFFICE, PANOLA COUNTY SHALL:

1. Promote and affirm the partnership with *Hand Up Network* and availability of emergency, crisis or disaster incident team volunteer/leader training and services to the Panola County community
 - a. It is understood that HUN volunteers/leaders from outside Panola County may be included on Panola County Response Teams and that costs/fees for volunteers and training will be the responsibility of the volunteer, not the *County Judge Office, Panola County*.
 - b. It is further understood that Panola County Response Teams may also engage in projects outside Panola County when deemed necessary or appropriate.
2. Ensure that all communication and direction of Panola County Response Teams is provided through *Hand Up Network* so as not to create confusion at point of engagement or hinder team readiness and cohesion.
3. Work with *Hand Up Network* to develop mutually acceptable systems and processes for HUN to provide processing and management of walk-up volunteers and materiel/gifts-in-kind during an emergency, crisis or disaster incident
4. Work with *Hand Up Network* to assess post incident service opportunities for volunteer teams in coordination with local partners and agencies.
5. Work with *Hand Up Network* to provide post-incident reporting.
6. Promote and affirm the partnership with *Hand Up Network* and availability of Victim Services to support the work of Panola County Sheriff, Police and Courts – including trained local response personnel (as available through volunteer recruitment and training).
7. Display *Hand Up Network* promotion materials and include HUN with non-fee access (if possible and when applicable) to sponsored events to aid in the communication, recruitment, and preparation of the community for engagement and awareness purposes. This could include HUN participation in high visibility events like city parades, county fairs, etc through use of its branded RV, tents, banners, tables, etc. and solicitation of support for HUN non-profit operations and supplies.

8. Support fund-raising efforts of HUN to access potential Federal, State and Regional funds through grant application collaborations, endorsements and other measures, as deemed appropriate by the County Judge.

E. IT IS UNDERSTOOD AND AGREED UPON BY BOTH PARTIES THAT:

1. MODIFICATION. Modifications of this MOU can be made by mutual consent of both parties and put in writing with signatures and date by both parties prior to any changes taking place.
2. OBLIGATIONS. The parties to this MOU may not incur any liability on behalf of the other or in any way contractually (oral or written) obligate the other without the prior written consent of the party concerned. Liabilities may be incurred only for *Hand Up Network* with prior written consent to the party concerned. Liabilities may only be incurred for *Hand Up Network* by *Hand Up Network* and for *County Judge Office, Panola County* by *County Judge Office, Panola County*.
3. BRAND AND LOGO USE. The use and approval of Brand Logos must be obtained in advance. Requests should be submitted via e-mail. A description and detailed summary of the request should be provided when possible for a timely response.
4. INDEMNIFICATION AND HOLD HARMLESS. Regardless of applicability of Texas Good Samaritan Laws, each party shall indemnify, hold harmless and defend the other against any claim, cause of action, suit, damages and/or judgment (including costs, expenses and attorney fees) based upon, or arising from, any action or inaction of one party by virtue of which the other party suffers a claim, cause of action, suit, damages and/or judgment.
5. DISPUTES. Each party agrees that any claim or dispute arising from, or related to this MOU, shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the then-current Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file suit in any civil court against one another for such disputes, except to enforce an arbitration decision.
6. NOTICES. All notices required by this MOU shall be given either by confirmed by email or by personal delivery, to the parties as listed in 7. Principal Contacts or at such other addresses as the parties may from time-to-time designate by proper written notice. Notices shall be deemed given on the date of sending for personal delivery or email

7. PRINCIPAL CONTACTS The principal contacts for this program are:

Hand Up Network Contact

NAME: Samuel Smith

TITLE: CEO

E-mail: sam.smith@handupnetwork.com

Phone: 903-597-5334

County Judge Office, Panola

County Contact

NAME: Judge LeeAnn Jones

TITLE: County Judge

Email: leeann.jones@co.panola.tx.us

Phone: (903) 693-0391

8. COMMENCEMENT / EXPIRATION DATE. This MOU is effective by the parties listed below as of the date of last signature and is effective and renewed annually automatically.
9. TERMINATION. Either party can terminate this MOU with or without cause upon thirty-day written notice to the other party.

Signatures

Hand Up Network:

County Judge Office, Panola County:

Samuel T. Smith
(Name)

April 27, 2021 Date

LeeAnn Jones
(Name)
4-27-21 Date