

MEMORANDUM OF UNDERSTANDING
between the
Coastal Bend Food Bank
and Nueces County

WHEREAS, the Commissioners Court finds the need for emergency disaster relief and preparedness in the event of threat or actual strike of hurricane, flood, windstorm, and/or any other natural or man-made threat to the safety and well-being of the citizens of Nueces County; and

WHEREAS, the Commissioners Court finds the development and continuance of a contingency to respond to the disaster needs of the residents of Nueces County is of vital importance in the event Nueces County becomes subject to any of the above occurrences or incidents and the Coastal Bend Food Bank is equipped and continually prepared in feeding operations in the event such contingency is needed; and

WHEREAS, the Commissioners Court is authorized to prepare for, respond to, and recover from a disaster pursuant to §§ 418.001 et seq. of the Texas Government Code;

NOW THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein to further the public purpose of prompt and efficient preparedness for, response to, and recovery from a disaster in Nueces County, the County and the Coastal Bend Food Bank agree as follows:

1. Each party to this Memorandum of Understanding (“MOU”) is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies and financing its own activities.
 - a. The Coastal Bend Food Bank’s primary responsibilities will be to provide food items to Nueces County residents during a disaster as requested:
 - Pre-Disaster
 - Snacks and water to emergency shelters
 - During and Post disaster (if available)

- Ready to eat food items (without cooking) such as pop top cans, snacks, peanut butter, etc.
- Drinks
- Cleaning supplies
- Family food boxes
- Upon request and when supplies are available, food will be provided to emergency kitchens, such as those operated by the American Red Cross, Salvation Army, Texas Baptist Men, and others
- Post-Disaster
 - Provide food, snacks and water to emergency shelters
 - Supply food and water to POD's (Points of distribution) when location(s) have been established.

2. The Coastal Bend Food Bank will work with the Nueces County Emergency Management office and local EOC representatives, if requested and able to, to coordinate food donations, transportation and salvage/sorting/inspection of donated “food and grocery” items only. Food and grocery items will be sorted and repackaged for distribution to Coastal Bend Food Bank pantries, approved shelters, and POD's, or as requested by local officials. If clothing is received in the food donations, the Coastal Bend Food Bank will contact other agencies, such as the Salvation Army or the Goodwill to handle such donations.

3. Nueces County will provide the Coastal Bend Food Bank with available public information regarding distribution numbers of clients helped.

4. Nueces County will keep the public informed of the cooperative efforts between the Nueces County and the Coastal Bend Food Bank.

Modifications

This MOU may be modified or amended only by an instrument in writing signed by both parties hereto.

Termination

Both parties understand that at any time this MOU may be terminated by written notification from either party to the other.

Miscellaneous

This MOU does not create a partnership or joint venture, and neither party has the authority to bind the other.

Effective Date and Execution

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

In Witness Whereof, the signing parties have caused this agreement to be executed by and between them.

Samuel Loyd Neal, Jr.
Nueces County Judge

Date

ATTEST:

Nueces County Clerk

Beatriz Hanson,
Executive Director
Coastal Bend Food Bank

Date