

FOR IMMEDIATE RELEASE

Contact: Kim Boyd, Communications

Phone: 1(800) 620-9511ext 6001

Email: info@disasterprogram.org

Disaster & Humanitarian Services teams with the City of Port Arthur to Rebuild Hope after Harvey

HOUSTON, Texas - Disaster & Humanitarian Services, a Houston-based 501(c)(3) non-governmental organization (DHS-NGO) has signed a Memorandum of Understanding with the City of Port Arthur to rebuild communities to be better, safer, more sustainable and resilient. The City and DHS-NGO will develop a holistic approach from planning to commercial and industrial redevelopment to public safety to the development of public policy to program development and evaluation.

"DHS-NGO is excited about the MOU and to be a part of the City of Port Arthur's team with an aim to rebuild hope where it has been damaged or lost," said Laurie A. Robinson, DHS-NGO's founder and board member. "DHS-NGO is committed to maximizing community efforts through developing partnerships to provide small-scale construction projects, shelter, food aid, community awareness and educational opportunities to assist in the City's rebuilding effort," she said.

DHS-NGO will be planning programs that will involve the community in rebuilding efforts and provide volunteer opportunities and activities to raise funds to assist with unmet needs through the rest of 2018 and in 2019. The community can obtain information concerning upcoming activities by going to DHS-NGO's website at www.disasterprogram.org or calling 1(800)620-9511.

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If you would like more information, please call Kimberly Boyd via email at <u>info@disasterprogram.org</u> or call DHS-NGO at 1(800) 620-9511 ext. 6001.

DERRICK FORD FREEMAN, MAYOR THOMAS J. KINLAW III, MAYOR PRO TEM

COUNCIL MEMBERS: RAYMOND SCOTT, JR. CAL J. JONES HAROLD DOUCET, SR. **CHARLOTTE MOSES KAPRINA FRANK**



HARVEY ROBINSON **INTERIM CITY MANAGER**

SHERRI BELLARD, TRMC CITY SECRETARY

VAL TIZENO **CITY ATTORNEY**

<u>CERTIFICATION</u>

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

I, Kelly Moore, Assistant City Secretary of the City of Port Arthur, Texas, hereby certify that the attached is a full, true, and correct copy of the Resolution No. 18-273 the same appears of record in the City of Port Arthur, Texas; and that the City Secretary is the lawful possessor and custodian of said document.

WITNESS MY HAND AND SEAL of office at my office in Port Arthur, this the 20th day of July, 2018.



Kelly Moore, Assistant City Secretary

P.O. BOX 1089 · PORT ARTHUR, TEXAS 77641-1089 · 409/983-8115 · FAX 409/983-8128 · www.portarthur.net

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RESOLUTION NO. <u>18-273</u>

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH DISASTER AND HUMANITARIAN SERVICES (DHS) FOR THE COLLABORATION AND COORDINATION OF OUTREACH EFFORTS IN RELATION TO HURRICANE HARVEY.

WHEREAS, Hurricane Harvey was one of the most devastating storms in history to hit Port Arthur and the Gulf Coast region; and,

WHEREAS, many Gulf Coast communities were devastated; homes and businesses destroyed, and individuals, families and businesses dislocated; and,

WHEREAS, many individuals, families, businesses and local governments need help, expertise through coordination and collaborated efforts to assist them in recovering and rebuilding more resilient and sustainable communities; and,

WHEREAS, many individuals impacted by Hurricane Harvey, especially those dislocated by the storm, are suffering post traumatic mental stress and illness from the devastation of Hurricane Harvey; and,

WHEREAS, rebuilding communities to be better, safer, more sustainable and resilient will require a holistic approach from planning to commercial and industrial redevelopment to public safety to the development of public policy to program development and evaluation; and,

WHEREAS, Disaster and Humanitarian Service ("DHS") is a 501(C)(3) nongovernmental agency ("NGO") that aims to rebuild hope where it has been damaged or lost. DHS works with those who are in need, those who were impacted by a disaster and/or humanitarian crisis, and those who are underserved to recover, rebuild and restructure. DHS is committed to maximizing community efforts through developing partnerships to provide smallscale construction projects, shelter, food aid, community awareness (outreach) and educational opportunities.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Manager is hereby authorized to enter into a Memorandum of Understanding ("MOU") with Disaster and Humanitarian Services ("DHS"), in substantially the same form as attached hereto as Exhibit "A".

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED this <u>17</u> day of July, A.D. 2018 at a
Regular Meeting of the City Council of the City of Port Arthur, Texas by the following votes:
AYES: MAYOR: Freman - Mayor Pro Jem Kinlaw
COUNCILMEMBERS: Scott, mos, Deucet, Moses,
and Frank.
NOES: None
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Derrick Ford Freeman, Mayor

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ATTEST

Sherri Bellard, TRMC, City Secretary

APPROVED AS TO FORM:

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APPROVED FOR ADMINISTRATION:

Harvey L. Robinson, Interim City Manager

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Ronald "Ron" Burton, Assistant City Manager/ Director of Development Services, P. R. NO. 20254 04/30/2018 PDL PAGE 4 OF 7

EXHIBIT "A"

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PORT ARTHUR, A MUNICIPAL CORPORATION AND THE DISASTER AND HUMANITARIAN SERVICES, INCORPORATED

This Memorandum of Understanding ("MOU"), entered into this <u>15th</u> day of ______, 2018 ("Execution Date"), by and between the CITY OF PORT ARTHUR, a Texas municipal corporation ("City"), and Disaster and Humanitarian Services, Inc. ("DHS, Inc."), is made with reference to the following:

RECITAL:

Pursuant to this MOU, the "City" and "DHS, Inc.," seek to partner with other public and private sector organizations and individuals to collaborate and coordinate outreach efforts; providing advice and information that will assist the Port Arthur Community with recovery from Hurricane Harvey and to rebuild in a way that better protects them from future natural and man-made disasters.

ARTICLE I: GENERAL PROVISIONS

- 1. This MOU is a statement of intent of the parties to work cooperatively to identify public and private sector organizations and individuals to collaborate and coordinate outreach efforts relating to disaster recovery efforts relating to Hurricane Harvey.
- 2. This MOU does not create legally binding obligations on the parties and does not create any right enforceable against the parties or any of their elected officials, managers, employees or any other person. This MOU also does not confer upon any third party the right or ability directly or indirectly to obtain, suppress or exclude any information shared pursuant to this MOU, or to challenge the execution of a request under this MOU.
- 3. Nothing in this MOU modifies in any way the ability and responsibility of the parties to enforce their respective statutes and regulations.
- 4. Nothing in this MOU shall be deemed to diminish or impair in any way the independence of the "CITY" or "DHS, INC." in its rulemaking, supervisory, regulatory, examination or enforcement functions.

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- 5. Nothing in this MOU shall be deemed to obligate the parties to create or maintain any information.
- 6. Nothing in this MOU should be construed to prohibit a party from complying with an order of a court of competent jurisdiction or statutory obligations.
- 7. The parties intend periodically to review the functioning and effectiveness of the cooperation and information sharing arrangements with a view to expanding or altering the cope or operation of this MOU.

ARTICLE II: PERMISSIBLE USES AND CONFIDENTIALITY OF INFORMATION SHARED BY THE "CITY" AND "DHS, INC." UNDER THIS MOU

- 8. This Article applies to any information shared under this MOU concerning the supervision and regulation of federal, state, and/or local information/documentation that identify public and private sector organizations and individuals to collaborate and coordinate outreach efforts relating to disaster recovery efforts relating to Hurricane Harvey.
- 9. The parties understand that any information shared pursuant to this MOU may be shared by the receiving party with other offices and divisions within the receiving party's organization. Nothing in this MOU is intended to modify or replace any sharing or other current practices of the "CITY" or "DHS, INC." governing and permitting the use of information by a receiving party within the organization.
- 10. Parties agree to discuss as necessary the confidentiality needs and requirements of their respective organizations. The parties will establish and maintain such safeguards as the parties agree are appropriate to protect the confidentiality of any non-public information provided pursuant to this MOU, as well as any information derived therefrom. Any requests for non-public information will be made in accordance with Chapter 552, Sections 552.101 552.158 of the Texas Local Government.
- 11. Nothing in this MOU waives or alters any provision of any applicable laws relating to non-public information.
- 12. The parties agree to take all actions reasonably necessary to preserve, protect and maintain all privileges and claims of confidentiality related to non-public information provided pursuant to this MOU, in accordance with TXPIA and other applicable law.
- 13. The parties intend that sharing of information with each other pursuant to the terms of this MOU will not constitute a waiver of confidentiality or any privilege applicable to such information. The parties expressly reserve all evidentiary privileges and immunities applicable to the information shared under this MOU.

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ARTICLE III: EDUCATION AND OUTREACH

14. The "CITY" and "DHS, INC." agree to work collaboratively in participating in and promoting community awareness (outreach) and educational opportunities in relation to Hurricane Harvey.

ARTICLE IV: POINTS OF CONTACT

15. The parties may designate a person or persons as their point(s) of contact for issues related to the interpretation or application of this MOU and any authorizations, approvals or notices of requested modifications under this MOU.

ARTICLE V: EFFECTIVE DATE, MODIFICATIONS AND TERMINATION

- 16. This MOU will become effective upon signature by the authorized representatives for the "CITY" and "DHS, INC." Any modification or amendment of this MOU must be agreed to by both parties in writing and will be effective upon the execution or such other date as may be provided in the modification or amendment.
- 17. This MOU may be terminated by either the "CITY" or "DHS, INC." upon written notification of the other party at least 30 days in advance of the termination date.

_____day of ___ Agreed to this 2018.

City of Port Arthur, TX, a municipal corporation:

Harvey L. Robinson Interim City Manager

The Disaster and Humanitarian Services, Incorporated:

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Laurie Robinson Founder/Board Treasurer