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(936) 7954953

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SUPERINTENDENT'S BLDG. Fax:956-795-3405

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**Memorandum of Understanding Between
City of Laredo Health Department
And
Laredo Independent School District**

This Memorandum of Understanding ("MOU") is entered into between the Laredo Independent School District ("LISD"), and the City of Laredo Health Department ("CLHD") to partner on public health preparedness and response.

I. PURPOSE

CLHD is required to plan and prepare for a public health emergency which may result from natural or man-made causes. During such an emergency, it may be necessary to mobilize, immunize or treat all or large numbers of people in the area served by LISD and Department. Prior public health experience with mass immunizations has shown that schools are well suited to this activity because: 1) their location is known to large numbers of individuals within the community; 2) they have large assembly areas; 3) They have other necessary facilities such as refrigeration and restrooms.

CLHD has concluded that LISD possesses facilities that are qualified to serve if mass immunization or treatment is necessary. LISD desires to be as helpful as possible in the event of a public health emergency, and agrees to make its facilities available for purposes of mass immunization or treatment, under the terms set out below. LISD and CLHD have concluded that this contemplated use of the facilities is an "intergovernmental function" as defined in the Cooperative Agreement.

II. Public Health Emergency

This agreement will go into effect only if:

- 1) The City of Laredo Health Department or the local health authority declare that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease; and
- 2) Classes at the facility are either not scheduled, or are cancelled.

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III. Obligation of the Department

- 1) CLHD will supply or arrange for all equipment, vaccine, medicine and personnel necessary to administer the vaccine or medication.
- 2) CLHD will supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks, except as described in section IV below.
- 3) CLHD will be responsible for disposal of medical waste and disinfection at the facility following its use for the emergency. The health authority will provide written assurance of its safety for use as a school facility following its use.
- 4) CLHD will be responsible for any damage to property belonging to LISD as a result of its use during the public health emergency, and to the extent they can be determined, costs for utilities described in section IV below. This compensation is mutually agreed to be "an amount that fairly compensates the performing party" as stated in the MOU of Cooperation. The amounts to be paid to LISD will be paid from current available to CLHD.
- 5) CLHD is responsible for the acts and negligence of its employees or volunteers, under state and federal law.

Obligations of the District

- 1) LISD is responsible for allowing the use of the facility and all utilities (gas, electric, water, and telecommunications) normally associated with its use as a school facility.
- 2) LISD is responsible for providing use of all rooms, fixtures, and equipment existing at the facility that CLHD regards as necessary for on-site use during the period of the emergency.
- 3) LISD will provide at least one person on-site during the period of emergency use with access to the rooms, fixtures and equipment described above.
- 4) LISD is responsible for the acts and negligence of its employees or volunteers, under state and federal law.

Term

The agreement becomes effective when approved by the governing body of LISD and CLHD. Either party may cancel it by giving thirty days notice to the other party; otherwise it remains in effect for five years and may be renewed by mutual agreement.

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Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or telex, address as follows:

To:
Dr. R. Jerry Barber
District Superintendent
Laredo Independent School District
1720 Houston Street
Laredo, Texas 78040

To:
Hector F. Gonzalez, M.D., M.P.H.
Health Director
City of Laredo Health Department
2600 Cedar Avenue
Laredo, Texas 78040

Name and physical location of the school selected:

Contact information:

Name: _____

Position: _____

Address: _____

Phone: _____

24/7 contact phone number: _____

Name and position: _____

R. Jerry Barber 3-8-04
Signature Date

City of Laredo Health Department

Hector F. Gonzalez 3/09/04
Hector F. Gonzalez, M.D., M.P.H. Date
Health Director

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