

**MEMORANDUM OF UNDERSTANDING
FOR
DISASTERS AND COMMUNITY-WIDE EMERGENCIES**

This Memorandum of Understanding, hereafter referred to as "Agreement", is made and entered into between the governing boards for the United Independent School District, hereafter referred to as "UISD", the Laredo Independent School District hereafter referred to as "LISD", and the City of Laredo, Texas, hereafter referred to as "CITY".

Recitals

WHEREAS, UISD and LISD wish to cooperate with the CITY in assisting evacuees and victims of disasters and community-wide emergencies;

WHEREAS, the CITY wishes to subcontract UISD and LISD to provide assistance during disasters and community-wide emergencies;

WHEREAS, UISD and LISD are authorized to permit the CITY to use designated UISD and LISD buildings and other resources as part of the CITY's Emergency Management Plan for disasters and community-wide emergencies; and

WHEREAS, the parties hereto mutually desire to reach an understanding under which UISD and LISD facilities and other of its resources are available to the CITY for the aforesaid use,

NOW, THEREFORE, the parties agree to the following terms and conditions:

Terms and Conditions

1. Food Service. It is agreed the primary function of UISD and LISD will be to serve as food service contractors during disaster and community-wide emergencies. UISD and LISD will provide meals, along with attendant supplies and labor, for disaster and community-wide emergency victims, evacuees and relief workers/volunteers on an as-needed and as-available basis. The CITY will plan in advance with UISD and LISD to determine and coordinate food products and supplies, including, as necessary, their storage and transportation. UISD and LISD will provide food products and supplies during disaster and community-wide emergencies to the extent permissible under USDA regulations.
2. Facilities Use. It is agreed the secondary function of UISD and LISD will be to serve as evacuation facilities contractors during disaster and community-wide emergencies. UISD and LISD agree to permit the use of designated UISD and LISD facilities to shelter disaster and community-wide emergency victims, evacuees and relief workers/volunteers. Use of UISD and LISD facilities will be authorized upon CITY's request, subject to UISD and LISD first meeting their responsibilities to their respective students and to the extent the designated facilities are available and appropriate, as determined in UISD's and LISD's sole discretion. The CITY further agrees to request and utilize all evacuation facilities at its disposal prior to requesting the use of UISD and LISD facilities.
3. Standard of Care/Security. The CITY, and its employees and representatives, will exercise reasonable care in the conduct of its activities in UISD and LISD facilities. Other than

UISD and LISD employees or other persons contracted by UISD and LISD to meet their food service and facilities use obligations hereunder, the CITY will direct, supervise and manage the conduct of evacuees and relief workers/volunteers. In coordination with UISD and LISD liaisons, the CITY will provide, or cause to be provided, police, fire and EMT service at UISD and LISD facilities utilized during disasters and community-wide emergencies.

4. Liaisons. The parties will designate and identify liaisons to coordinate obligations hereunder. The name, address, telephone number and other contact information for each respective liaison will be distributed to the other parties.

5. Reimbursement. As soon as reasonably possible after the declared disaster or community-wide emergency, the CITY will provide UISD and LISD detailed written instructions and available application forms for the submission of costs and expenses incurred for the relief activity. The CITY agrees to diligently pursue and coordinate reimbursement from all applicable agencies and sources, including the Federal Emergency Management Agency (FEMA) and the State of Texas as outlined in emergency declaration or as per instruction provided to the CITY to secure assistance, for UISD's and LISD's costs and expenses incurred for food service and facilities use, including but not limited to, food, supplies, transportation, utilities, labor, and repair/replacement of damage or loss to facilities, fixtures, and equipment. The CITY will promptly pay to UISD and LISD, in an equitable manner, reimbursement funds received from applicable agencies or other sources. UISD and LISD reserve the right to seek relief to which they are entitled through other means if full reimbursement hereunder is not realized.

6. LIABILITY. TO THE EXTENT ALLOWED BY LAW, THE CITY AGREES TO DEFEND, HOLD HARMLESS, AND FULLY INDEMNIFY UISD AND LISD AGAINST AND FOR ANY LIABILITY, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, INCLUDING FOR BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO OBLIGATIONS AND RELIEF EFFORTS CONTEMPLATED HEREUNDER. This provision will survive termination of this Agreement and does not waive or otherwise substitute for the CITY's reimbursement obligations hereunder. Further, this Agreement does not and the parties do not intend to waive immunities, limits of liability or defenses afforded to them under applicable laws.

7. Termination/Withdrawal. After execution, this Agreement will continue until terminated. This Agreement may be terminated at any time by mutual agreement of the parties. The CITY may terminate this Agreement upon thirty (30) days' written notice to the other parties. UISD or LISD may withdraw from this Agreement upon thirty (30) days' written notice to the other parties. Withdrawal of both UISD and LISD will automatically terminate the Agreement. Termination will not affect the processing of reimbursement claims for costs and expenses incurred, the CITY's reimbursement obligations hereunder, or a party's right to seek remedies for which it is entitled.

8. Complete Agreement/Amendment. This Agreement embodies the complete agreement between the parties with regard to the subject matter hereunder, and any other agreements, whether oral or written, are superseded unless in writing and executed on a date subsequent to this Agreement by duly authorized party representatives. This Agreement may only be modified with the consent of the governing bodies for each respective party.

In witness thereof, the governing boards of the United Independent School District and Laredo Independent School District have duly authorized their respective Superintendents to execute this Agreement, and The City of Laredo has duly authorized its City Manager to execute this Agreement, and said Agreement is to become effective and operative upon the fixing of the last signature hereto.

CITY OF LAREDO, TEXAS

Larry Dovalina 9-15-06
City Manager date

Larry Dovalina
Printed Name

LAREDO INDEPENDENT SCHOOL DISTRICT

[Signature] 12/4/06
Superintendent date

DANIEL GARCIA, JR.
Printed Name

UNITED INDEPENDENT SCHOOL DISTRICT

Roberto Santos 9-15-06
Roberto Santos date
Superintendent