



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Memorandum of Understanding Between United Independent School District
And the City of Laredo Concerning Student-Parent Reunification Process Involving School Campus
Emergency Evacuations

SUBMITTED BY: Gloria S. Rendon **OF:** Associate Superintendent

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: July 18, 2018

RECOMMENDATION: It is recommended that the United ISD Board of Trustees Approve the Memorandum of Understanding Between the United Independent School District and the City of Laredo Concerning Student-Parent Reunification Process Involving School Campus Emergency Evacuations

RATIONALE:

BUDGETARY INFORMATION:

POLICY REFERENCE & COMPLIANCE:

MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED INDEPENDENT SCHOOL DISTRICT
AND
CITY OF LAREDO
CONCERNING
STUDENT-PARENT REUNIFICATION PROCESS
INVOLVING
SCHOOL CAMPUS EMERGENCY EVACUATIONS

This Memorandum of Understanding (“MOU”) is entered into among and between the United Independent School District (“UISD”), a political subdivision of the State of Texas, acting through its Board of Trustees, and the City of Laredo (“City”), a corporate body politic, acting through its city council, for the collaboration with the process of reuniting students and their parents or legal guardians in response to campus evacuations due to natural or man-made causes. UISD and City are individually called a “Party” or collectively “Parties” herein.

WHEREAS, UISD and the City wish to cooperate in assisting UISD students, staff, and parents with reunification efforts in response to staff and student evacuations from school campuses due to natural or man-made causes; and

WHEREAS, UISD wishes to subcontract the City with providing assistance in the reunification of parents or legal guardians and UISD students in response to a school campus evacuation; and

WHEREAS, City is authorized to permit UISD to use designated City facilities and other resources as part of their Standard Response Protocol for school campus emergencies; and

WHEREAS, the parties mutually desire to reach an understanding, through this MOU, under which City facilities, such as the Laredo Energy Arena, and City resources, such as transportation, and law enforcement are made available to UISD for the aforesaid use.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits hereunder, UISD and the City do hereby agree as follows:

TERMS AND CONDITIONS

1. **Facility Use.** It is agreed the primary function of the City will be to serve as a reunification site contractor for UISD students and their parents or legal guardians during a school campus wide emergency evacuation. The City agrees to permit the use of a designated City facility, the Laredo Energy Arena, to reunify students with their parents or legal guardians. Use of this City facility will be authorized upon request by UISD subject to the City first meeting its responsibilities to their citizens and to the extent the designated facility is available and appropriate as a reunification site, as determined in the City’s sole discretion.

2. **Transportation Services.** It is agreed the second function of the City will be to serve as a transportation service contractor during school campus wide emergencies leading to UISD staff and student evacuations from UISD campuses. The City will provide transportation (city buses) along with fuel and labor for UISD students and campus staff being evacuated on an as-needed and as-available basis. Transportation services must also be able to meet the transportation needs of special need UISD students. Use of City transportation resources will be authorized upon UISD's request, subject to the City first meeting the responsibilities to their respective citizens and to the extent transportation is available and appropriate, as determined in the City's sole discretion. UISD further agrees to request and utilize all other means of transportation at their disposal prior to requesting the use of City transportation services.
3. **Standard of Care/Security.** UISD and their employees and representatives will exercise reasonable care in the conduct of its activities while on City facilities being used as reunification centers. Other than City employees contracted by the City to meet their facilities use obligations hereunder, UISD will direct, supervise, and manage the conduct of its students, staff, and parents on City Facilities. In coordination with the City designated liaison(s), the City will provide, or cause to be provided police, and if needed, fire, and Emergency Medical Technicians (EMTs) at City facility utilized during school campus wide emergencies. Police will be used to direct traffic at the City facility, where parent or legal guardian reunification with students will take place.
4. **Liaisons:** The parties will designate and identify liaisons for UISD and City to coordinate all obligations hereunder. The name, address, telephone number and other contract information for each respective liaison will be distributed to the other party.
5. **Reimbursement Costs.** As soon as reasonably possible after the declared student and staff campus evacuations, UISD will provide the City detailed instructions and available application forms for submission of costs and expenses incurred for the evacuation and reunification of staff and students. UISD also agrees to diligently pursue and coordinate reimbursement from all applicable agencies and sources, or as per instructions provided to UISD, to secure assistance for the City's costs and expenses incurred for its facility use, transportation services, including but not limited to transportation, utilities, labor, and repair/replacement of damages or loss to City facilities, fixtures, and equipment, as well as the cost for police services used in traffic control at the reunification facility. UISD will promptly pay to the City all reimbursement funds received from applicable agencies or other sources providing funds for said reunification efforts due to the emergency campus evacuation. The City reserves the right to seek relief to which they are entitled through other means if full cost reimbursement hereunder is not realized.
6. **Term of MOU and Termination.** The term of this MOU is one year commencing on August 1, 2018, and continuing until July 31, 2019, unless earlier terminated by providing thirty (30) days written notice. Therefore, subject to each of the Parties written consent, this Agreement shall renew for one (1) year terms up to a total of five (5) such terms, unless earlier terminated. Termination will not affect the processing of cost

reimbursement obligations hereunder, or UISD or City's rights to seek remedies for which it is entitled.

7. **Liability; No Waiver of Immunities.** TO THE EXTENT AUTHORIZED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, UISD AGREES TO DEFEND, HOLD HARMLESS, AND FULLY INDEMNIFY THE CITY AGAINST AND FOR ANY LIABILITY, CLAIMS, CAUSES OF ACTION, LOSSES DAMAGES, INCLUDING 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 UISD's reimbursement obligations hereunder.

It is expressly understood and agreed that under this MOU neither UISD nor the City waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

8. **Entire Agreement.** This MOU sets forth the entire agreement between UISD and City with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this MOU. No modification or, or waiver, of any right under this MOU will be effective unless it is evidenced in a writing executed by an authorized representative of UISD and City.
9. **Severability.** The phrases, clauses, sentences, paragraphs or section of this MOU are severable and, if any phrase, clause, sentence, paragraph, or section of this MOU should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this MOU.
10. **Paragraph Readings.** The captions, numbering, sequences, titles, paragraphs, headings, punctuations, and organization used in this MOU are for convenience only and shall in no way define, limit, or describe the scope or intent of this MOU or any part of it.
11. **Understanding, Fair Construction.** By execution of this MOU, UISD and City acknowledge that they have read and understand each provision, term, and obligation contained in this MOU. This MOU, although, drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
12. **Notice.** Any notice required to be given hereunder shall be in writing and delivered to the address and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices

shall be effective upon receipt. The addresses provided hereunder may be changed at any time on prior written notice.

City of Laredo: Horacio A. DeLeon, Jr. City Manager
City of Laredo
1110 Houston Street
Laredo, Texas 78040

UISD: Roberto J. Santos
Superintendent of Schools
201 Lindenwood Drive
Laredo, Texas 78045

13. **Assignment.** Neither UISD OR City may assign this MOU without the prior written consent of the other parties.

In witness thereof, the governing board of the United Independent School District has duly authorized the UISD Superintendent of Schools to execute this MOU, and the City of Laredo has duly authorized its City Manager to execute this MOU, and said MOU is to become effective and operative upon the fixing of the last signature hereto.

CITY OF LAREDO, TEXAS

Horacio A. DeLeon, Jr. Date
City Manager

UNITED INDPENDENT SCHOOL DISTRICT

Robert J. Santos, Date
Superintendent of Schools