



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Discussion and possible action on a proposed Memorandum of Understanding between United Independent School District and the City of Laredo for use of District school buses to transport participants to a City of Laredo Parks and Leisure Services Department track and field event held in San Antonio, Texas

SUBMITTED BY: Mr. Joe Aranda, Executive Director **OF:** Student Transportation Dept.

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: Eduardo Zuniga, CPA,
Associate Superintendent for Student Support Services

DATE ASSIGNED FOR BOARD CONSIDERATION: July 23, 2008

RECOMMENDATION:

Staff recommends the attached Memorandum of Understanding (MOU) be approved by the Board of Trustees

RATIONALE:

In order to foster cooperation between United Independent School District and the City of Laredo and in order to provide a wide array of opportunities to the youth of our community, staff recommends that this MOU for the use of a District school bus on July 26th and 27th, 2008 for the purpose of transporting participants to a track and field event in the City of San Antonio be approved.

BUDGETARY INFORMATION:

N/A

BOARD POLICY REFERENCE AND COMPLIANCE:

N/A

**MEMORANDUM OF UNDERSTANDING
FOR
USE OF SCHOOL BUSES
BETWEEN
THE CITY OF LAREDO
AND
UNITED INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding is hereby entered into on this the 26th day of July, 2008, by and between the City of Laredo, a municipal corporation of the State of Texas (hereinafter called "CITY"), acting by and through its City Manager, and the United Independent School District, a political subdivision of the State of Texas (hereinafter called "UISD"), acting by and through its Superintendent.

I. PREAMBLE

WHEREAS, The City of Laredo and United Independent School District have joined together to pursue an initiative to maximize the impact of existing local resources; and

WHEREAS, CITY and UISD agree that the joint utilization and sharing of resources as set forth herein will provide for a wide array of opportunities to the youth of our community.

WHEREAS, The City and UISD are each political subdivisions located in Webb County, Texas; and

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

I. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

- 1.1 UISD agrees to allow the CITY to use ONE (1) of UISD's school buses on the following days: July 26-27, 2008. The purpose is to transport high school participants to a track and field event in San Antonio sponsored by the CITY's Parks and Leisure Services Department: Summer Track and Field Program (hereinafter called "PROGRAM"). The buses shall be operated by UISD drivers.
- 1.2 The CITY shall ensure at least two additional adult supervisors be present on the bus at all times while the PROGRAM's participants are on the buses.
- 1.3 The CITY shall be responsible for any and all damage to the buses caused by the participants in the PROGRAM, CITY's employees, or any person associated with the program.
- 1.4 The buses shall be provided to the CITY with fuel. The compensation to be paid by the CITY under Section II, below, shall include the cost of any fuel consumed by the CITY during the use of the buses.
- 1.5 It is understood and agreed that the CITY is solely responsible for the supervision and safety of the PROGRAM's participants being transported on UISD's buses pursuant to this Agreement.

II. COMPENSATION

- 2.1 The CITY shall pay to UISD an amount not to exceed \$700.00 per bus, per trip. The reimbursement schedule is listed in Exhibit A and is fully incorporated into this agreement.

III. COMPLIANCE

- 3.1 The CITY shall fully comply with all established laws and regulations applicable to supervision of the participants of the program. CITY shall ensure all UISD rules and regulations on bus behavior are followed by all occupants of the UISD bus. UISD shall comply with all established laws and regulations applicable to the operation of the school bus subject to this Agreement.

IV. INSURANCE AND INDEMNIFICATION

- 4.1 The CITY and UISD, at their own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without a retention, or a self-insurance program, which shall cover liability for property damage and personal injury arising from the use of the the UISD bus.
- 4.2 The CITY agrees to defend and indemnify UISD and its employees, trustees, and agents for any and all claims, causes of action, costs, damages, including personal injury damages, losses and expenses, including reasonable attorneys' fees, arising from use of the bus relating to this Agreement. This provision shall survive termination or expiration of this Agreement.
- 4.3 The CITY shall obtain and provide a certificate of liability insurance with a minimum of 1,000,000 combined single limit with the United Independent School District named as additional insured.

V. SEVERABILITY

- 5.1 If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

VI. ENTIRE AGREEMENT

- 6.1 This agreement contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon to date, and no other agreements of prior date, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto. It is the intent of the parties that neither party shall be bound by any term, condition or representation not herein written.

VII. AMENDMENT

- 7.1 No amendment, modification or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto and approved by the governing parties.

XIII. NON-DISCRIMINATION

- 8.1 Any discrimination by The CITY or UISD or their agents or employees on account of race, color, sex, age, religion, handicap, or national origin in the use of the bus(es) is prohibited.

IX. NOTICES

- 9.1 Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

To the City of Laredo

Carlos Villarreal
City Manager
1110 Houston St., 3rd Floor
Laredo, Texas 78040

To the United ISD

Mr. Roberto J. Santos,
Superintendent of Schools
201 Lindenwood
Laredo, Texas 78045

X. TEXAS LAW TO APPLY

- 10.1 This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Webb County, Texas.

XI. FORCE MAJEURE

- 11.1 Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

XII. GENDER

- 12.1 Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XIII. CAPTIONS

- 13.1 The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

XIV. AUTHORITY

- 14.1 The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their governing bodies.

WITNESS, the signatures of the parties hereto in duplicate originals on this _____ day of _____, 2008.

FOR THE CITY:

CARLOS R. VILLARREAL
CITY MANAGER

FOR THE DISTRICT:

JOHN BRUCE, PRESIDENT
BOARD OF TRUSTEES

APPROVED AS TO FORM:
Raul Casso V
City Attorney

By: _____
Raul Casso
City Attorney

APPROVED AS TO FORM:
Escamilla & Poneck, Inc.
Attorneys at Law

By: _____
Juan J. Cruz
Attorney for United ISD

Exhibit "A"

Reimbursement Schedule

1. **REIMBURSEMENT FOR MILEAGE AND EMPLOYEES**
 - a. Mileage: \$1.98 per mile
 - b. Bus Driver: Meals and Room are included in the above rate