

MEMORANDUM OF UNDERSTANDING DRAFT
Between Laredo College and
Laredo Independent School District

This Memorandum of Understanding ("MOU") is made and entered into by and between Laredo College ("LC"), a public agency of the State of Texas, and Laredo Independent School District ("LISD"), a political subdivision and public school district in the State of Texas. Collectively, LC and LISD shall be referred to as the "Parties."

1. Purpose

The purpose of this MOU is to outline the terms and conditions under which LC will utilize a LISD school bus for training purposes. This agreement establishes responsibilities for both parties concerning liability, maintenance, and general use of the unit.

2. Terms of Use

- LISD agrees to provide LC access to a school bus for training purposes as agreed upon by both parties.
- LC shall use the school bus exclusively for training and educational purposes.
- LC shall coordinate with LISD on scheduling and availability of the bus.

3. Liability and Responsibilities

- LC assumes full liability for the use of the school bus, including but not limited to any damage, accidents, or incidents occurring during the period of use.
- LC shall ensure that all drivers operating the school bus are properly trained and holds a current Commercial Driver's License Class A or B with the appropriate endorsements.
- LC shall be responsible for any necessary repairs or maintenance required due to malfunctions or damages occurring while the unit is under LC's control.
- LC shall maintain adequate insurance coverage to protect against liability claims related to the use of the school bus.

4. Term and Termination

- This MOU shall remain in effect from the date of signing, unless terminated earlier by either party with 30 days' written notice.
- Either party may terminate this MOU if there is a breach of the terms and conditions outlined herein.

5. General Provisions

- This MOU does not create any legal obligations beyond those stated within the document.
- Any amendments to this MOU must be made in writing and signed by authorized representatives of both parties.
- This MOU shall be governed by the laws of the State of Texas.

6. Contact Person

Each entity will appoint a contact person to serve as the entity's point of contact. These individuals may communicate as needed and/or call meetings between the entities for any purpose. Additionally, they may propose amendments to this Agreement as appropriate.

The contact person for LISD is _____ who may be reached at **enter email address** and **enter the phone number**. The contact person for LC is Brenda Martinez, Director for Continuing Education, who may be reached at 956-721-5374.

7. Indemnity

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that LC is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding LC's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving LC's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, LC shall indemnify and hold harmless Partner and Partner's officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character

brought for or on account of injury to a person or property arising solely from LC's own acts of negligence in carrying out its obligations under this Memorandum.

8. Force Majeure

Neither party is required to perform any term, condition, or covenant of this Memorandum, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

9. No Waiver of Immunity

Neither party waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Memorandum and performance of the functions or obligations described herein.

10. No Waiver

No waiver of a breach of any provision of this Memorandum shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

11. No Assignment

No assignment of this Memorandum or of any duty or obligation of performance hereunder shall be made in whole or in part by any party without the prior written consent of all parties hereto.

12. Section Headings

The headings of sections contained in this Memorandum are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Memorandum.

13. Governing Law

This Memorandum is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent irrevocably to the sole and exclusive jurisdiction and venue of the courts of Webb County, Texas, for any action under this Memorandum.

14. Complete Understanding

The parties have read this Memorandum and agree to be bound by its terms. The parties further agree that this Memorandum constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them. No waiver, alteration or modification of any of the provisions of this Memorandum shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration or modification is sought.

This Memorandum shall become effective upon approval by the Partner, upon signing by the Partner's designee, and upon signing by the President of College name.

Laredo Independent School District

BY: _____ DATE: _____
Dr. Gerardo Cruz, Superintendent

Laredo College

BY: _____ DATE: _____
Dr. Minita Ramirez, President