



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Discussion and Possible Action to Approve Memorandum of Understanding Between United Independent School District and 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: January 26, 2022

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees Discuss and take Possible action to 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 emergency 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 emergency staff and student evacuations from school campuses due to natural or man-made causes; and

WHEREAS, UISD wishes to provide assistance in the reunification of parents or legal guardians and UISD students in response to a school campus emergency evacuation; and

WHEREAS, City is authorized to permit UISD to use designated City facilities and other resources, as available, 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, identified in **Exhibit 1**, and available City resources including 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 for UISD students and their parents or legal guardians during a school campus wide emergency evacuation. The City agrees to permit the use of designated City facilities, identified in *Exhibit 1* attached hereto and made part of this contract as if incorporated herein, to reunify students with their parents or legal guardians. Use of a 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. **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 and employees contracted by Lessees of City facilities 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 facilities utilized during school campus wide emergencies, as available and determined in the City's sole discretion. Police may be used to direct traffic at the City facility, where parent or legal guardian reunification with students will take place.
3. **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.
4. **Reimbursement Costs.** As soon as reasonably possible after the declared student and staff campus emergency 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, including but not limited to, utilities, labor, and repair/replacement of damages or loss to City facilities, fixtures, and equipment, as well as the cost for police, fire, and EMT services used 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.
5. **Wifi Network(s).** The City does not provide nor maintain the current Wifi network at the Sames Auto Arena. However, the City will make efforts to ensure that UISD employees, representatives, students, staff and parents may use any available Wifi Networks at the Sames Auto Arena to the extent such are available.
6. **Term of MOU and Termination.** The term of this MOU is one year commencing on February 1, 2022 and continuing unless terminated by providing thirty (30) days written notice by either party. Therefore, subject to each of the Parties written consent, this Agreement shall renew for one (1) year terms up to a total of ten (10) 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 AND LESSEES OF CITY FACILITIES 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 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.

UISD: David H. Gonzalez
 Superintendent of Schools
 201 Lindenwood Drive
 Laredo, Texas 78045

- 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.

Robert Eads
City Manager

Date

Jose A. Valdez, Jr.
City Secretary

David H. Gonzalez
Superintendent of Schools

Exhibit 1

“Designated City Facilities”

1. Sames Auto Arena
6700 Arena Blvd
Laredo, Texas 78041

Exhibit 2

“CITY OF LAREDO INSURANCE PROVISIONS”

The following insurance provisions shall modify Section 13. Insurance of the contract, and the UISD shall comply with each and every condition contained herein. UISD shall provide and maintain the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering UISD’s obligations contained in the contract.
2. Workers’ Compensation insurance at statutory limits, including Employers’ Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form.

Any Subcontractor(s) hired by UISD shall maintain insurance coverage equal to that required of UISD. It is the responsibility of UISD to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, UISD shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. UISD may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Laredo.

Upon request, UISD shall furnish the City of Laredo with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.