



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Memorandum of Understanding Between United Independent School District
And the Webb County, Texas 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 Webb County, Texas 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
WEBB COUNTY, TEXAS
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 Webb County, Texas ("Webb County"), a political subdivision of the State of Texas, acting through its commissioners court, 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 Webb County are individually called a "Party" or collectively "Parties" herein.

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

WHEREAS, Webb County 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 Webb County facilities, such as the Laredo Life Down Pavilion, and City resources, such as 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 Webb County do hereby agree as follows:

TERMS AND CONDITIONS

1. **Facility Use.** It is agreed the primary function of Webb County 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. Webb County agrees to permit the use of a designated Webb County facility, Life Downs Pavilion, to reunify students with their parents or legal guardians. Use of this Webb County facility will be authorized upon request by UISD subject to the Webb County 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 Webb County'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 Webb County facilities being used as reunification centers. Other than Webb County employees contracted by the County to meet their facilities use obligations hereunder, UISD will direct, supervise, and manage the conduct of its students, staff, and parents on Webb County Facilities. To the extent UISD will direct, supervise, and manage the conduct of its students, staff, and parents while at Webb County Facilities, County will make available its wireless connectivity (WI-FI) to UISD while the Webb County Facility, Life Downs Pavilion, is being used as an evacuation site. In coordination with Webb County designated liaison(s), Webb County will provide, or cause to be provided the Webb County Sheriff's Department to be utilized during school campus wide emergencies. The Webb County Sheriff Department will be used to direct traffic at the Webb County facility, where parent or legal guardian reunification with students will take place.
3. **Liaisons:** The parties will designate and identify liaisons for UISD and Webb County 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 evacuations, UISD will provide Webb County 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 Webb County's costs and expenses incurred for its facility use, repair/replacement of damages or loss to Webb County facility, fixtures, and equipment on said facility, as well as the cost for Sheriff Department services used in traffic control at the reunification facility. UISD will promptly pay to Webb County all reimbursement funds received from applicable agencies or other sources providing funds for said reunification efforts due to the emergency campus evacuation. Webb County reserves the right to seek relief to which they are entitled through other means if full cost reimbursement hereunder is not realized.
5. **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 Webb County's rights to seek remedies for which it is entitled.
6. **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 WEBB COUNTY 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 Webb County 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.

7. **Entire Agreement.** This MOU sets forth the entire agreement between UISD and Webb County 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 Webb County.
8. **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.
9. **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.
10. **Understanding, Fair Construction.** By execution of this MOU, UISD and Webb County 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.
11. **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.

Webb County: Hon. Tano E. Tijerina, Webb County Judge
 1000 Washington Street. 3rd Floor
 Laredo, Texas 78040

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

12. **Assignment.** Neither UISD or Webb County 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 Webb County has duly authorized its County Judge to execute this MOU, and said MOU is to become effective and operative upon the fixing of the last signature hereto.

WEBB COUNTY, TEXAS

Tano E. Tijerina Date
Webb County Judge

UNITED INDPENDENT SCHOOL DISTRICT

Robert J. Santos, Date
Superintendent of Schools