

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into as of September 16, 2024, by and between:

Lead Applicant:

Uvalde Consolidated Independent School District (UCISD)
1000 North Getty
P.O. Box 1909
Uvalde, Texas 78802-1909
Pbendele9319@uvaldecisd.net
830-278-6655

Statutory Partner:

Uvalde CISD Moving Forward Foundation (UCISD MFF)
P.O. Box 106
Uvalde, Texas 78802-0106
tmiller@charlesbuttdn.org
817- 240-9514

This Memorandum of Agreement ("Agreement") dated September 16, 2024, establishes a collaborative partnership between UCISD and UCISD MFF.

WHEREAS UCISD is an independent public school district, with a central office in Uvalde, Texas. Its mission is to provide safe, high-quality, engaging, student-centered learning opportunities that will prepare all students to graduate and become productive citizens.

WHEREAS UCISD MFF strives to support the educational, mental health and other programs and initiatives related to recovery of the district, its faculty, staff and students as a whole from the events which occurred on May 24, 2022 at the Robb Elementary School.

WHEREAS both parties understand the importance of improving the resilience of our community through investments in UCISD's school infrastructure.

WHEREAS UCISD is the second largest employer in the county, and educating almost 4,000 students annually. The district serves as an emergency shelter for the surrounding

communities as well as evacuation centers for the gulf coast of Texas during disasters affecting the coastal areas.

WHEREAS the parties now desire to enter into a partnership to conduct community events that educate the community, to include parents, students and the general population, about climate action strategies, pollution reduction strategies, energy savings initiatives, and resiliency projects in the County of Uvalde, Texas and thus save hundreds of thousands of dollars for the school district annually, along with providing more resilient shelters to the general public during emergency events.

NOW, THEREFORE, the parties agree as follows;

POINTS OF CONTACT/ NOTICE. Each party will appoint a person to serve as the official contact for notices and to coordinate the activities of each organization in carrying out this Agreement. The initial appointees of each organization are:

Ashley Chohlis, Superintendent
1000 North Getty Street
P.O. Box 1909
Uvalde, Texas 78802-1909
Achohlis@uvaldecisd.net
830-278-6655

Tim Miller
Executive Director
UCISD MFF
P.O. Box 106
Uvalde, Texas 78802-0106
tmiller@charlesbuttnfdn.org
817-240-9514

1. Purpose

The purpose of this Agreement is to outline the roles, responsibilities, and terms of collaboration between the Lead Applicant and the Statutory Partner for the successful

implementation of the UCISD Energy project under the EPA Community Change Grants program.

2. Roles and Responsibilities

Lead Applicant Responsibilities:

UCISD is the Lead Applicant for this grant application.

The UCISD is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant.

UCISD will share information regarding the grant outcomes through its website and social media accounts as well as co-host events with UCISD MFF to share information with the community.

The Lead Applicant will receive federal funds from the EPA and ensure their proper expenditure, bearing liability for any unallowable costs.

The Lead Applicant will make subawards to collaborating entities as needed.

The Lead Applicant is responsible for compliance with all legal and regulatory requirements and managing risks associated with the project.

The Lead Applicant will leverage its expertise to execute project activities, including operating and maintaining equipment installed through the grant.

In case a replacement of the Statutory Partner is necessary, the Lead Applicant will ensure the replacement has comparable expertise, experience, knowledge, and qualifications to ensure successful grant completion within three years. Replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)(6).

Statutory Partner Responsibilities:

UCISD MFF PARTNER will support community engagement, evaluation, and the resiliency of the community.

UCISD MFF PARTNER will share information regarding the grant outcomes through its website and social media accounts as well as co-host events with UCISD to share information with the community.

UCISD MFF PARTNER will contribute and coordinate reporting efforts for subaward spending, as well as community engagement activities.

UCISD MFF PARTNER will continue to work on community engagement and ensure that emergency operations efforts are maintained.

3. Dispute Resolution

Any disputes arising between the Lead Applicant and the Statutory Partner will be resolved through mutual consultation and negotiation in good faith. If the dispute cannot be resolved through negotiation, it will be referred to mediation in accordance with applicable laws. Note that the EPA is not a party to this Agreement, and disputes must be resolved under the law applicable to the Agreement.

4. Term and Termination

This Agreement shall commence on the date first above written and shall continue until the completion of the project or until terminated by either party with a 30-day written notice. Either party may terminate with or without cause with 30 days written notice to the other party.

5. Subaward Agreement

If the proposed application is selected for award, the Lead Applicant and Statutory Partner agree to enter into a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance. The subaward will include terms and conditions consistent with those outlined in this Agreement.

6. Financial Management and Controls

The UCISD will ensure proper financial management and controls are in place to manage taxpayer dollars ethically and efficiently. This includes policies and controls to identify and mitigate waste, fraud, and abuse, with plans for project oversight, including confidential reporting (e.g., whistleblower protections), and risk management.

7. Continuation of Partnership

Both parties agree that their partnership can continue beyond the grant period to support the sustainability of the project outcomes. The partnership will ensure ongoing community engagement and the maintenance of emergency operations resiliency efforts.

Signatures

Lead Applicant:

UCISD OF SCHOOL DISTRICT

By: _____

UCISD:

Title: Superintendent

Date: _____

Statutory Partner:

UCISD MFF PARTNER

By: _____

UCISD MFF Partner

Title: Executive Director

Date: _____