

Memorandum of Understanding

For

Federal, State and Community Wide Disasters and Emergencies

This Memorandum of Understanding, hereafter referred to as “Agreement”, is made and entered into between the governing boards for the Laredo College, hereafter referred to as “LC”, and the City of Laredo, hereafter referred to as the “CITY”.

Recitals

WHEREAS, LC wishes to cooperate with the CITY in assisting evacuees and victims of disasters and emergencies;

WHEREAS, the CITY wishes to subcontract LC to provide assistance during federally declared or non-federally declared disasters and emergencies;

WHEREAS, LC is authorized to permit the CITY to use designated LC building, grounds and other resources as part of the CITY’s Emergency Management Plan for disasters and emergencies;

WHEREAS, the CITY and LC agree to jointly participate in the preparation of appropriate LC facilities for the purpose of opening of emergency shelters to be operated by the CITY, and or its subcontractors, and to open an emergency reception (intake/registration/transition) center; and

WHEREAS, the parties hereto mutually desire to reach an understanding under which LC facilities and other of its resources are available to the CITY for the aforesaid use.

NOW, THEREFORE, the parties agree to the following terms and conditions:

Terms and Conditions

1. Facilities Use.

It is agreed LC will serve as an evacuation facilities contractor during disasters and emergencies. LC further agrees to permit the use of designated LC facilities to shelter disaster and emergency victims, evacuees and relief workers/volunteers. LC also agrees to permit the use of LC grounds immediately surrounding each designated LC facilities, or any other future area designated by LC for the purpose of operating an evacuation reception and transition center. Use of LC facilities will be authorized upon the CITY’s request, subject to LC first meeting its responsibilities to their respective students and to the extent the designated facilities are available and appropriate, as determined in LC’s sole discretion. The CITY further agrees to request and utilize all evacuation facilities at its disposal prior to requesting the use of LC’s facilities. The specific facilities to be requested for use by the CITY have been identified and are listed in an attachment to this agreement of understanding. See Exhibit “A”.

2. Standard of Care/Security.

The CITY, and its employees and representatives, will exercise reasonable care in the conduct of its activities in LC facilities. Other than LC employees or other persons contracted by LC

to meet their food service and facilities use obligations hereunder, the CITY will direct, supervise and direct, supervise and manage the conduct of evacuees and relief workers/volunteers. In coordination with LC liaisons, the CITY will provide, or cause to be provided, police, fire and EMT service at LC facilities utilized during disasters and emergencies.

3. Liaisons.

The parties will designate and identify liaisons to coordinate obligations hereunder. The name, address, telephone number and other contact information for each respective liaison will be distributed to the other parties. The CITY liaison shall communicate the status of the emergency situation daily to the LC liaison.

4. Reimbursement.

As soon as reasonably possible after the Federally declared disaster or emergency, the CITY will provide LC with detailed written instructions and available application forms for the submission of costs and expenses incurred for the relief activity. The CITY agrees to diligently pursue and coordinate reimbursement from all applicable agencies and sources, including the Federal Emergency Management Agency (FEMA) and the State of Texas as outlined in the emergency declaration or as per instructions provided to the CITY to secure assistance, for LC's cost and expenses incurred, including but not limited to, food supplies, transportation, utilities, labor, and repair/replacement of damage or loss to facilities, fixtures, transportation, and equipment. The CITY will promptly pay to LC, in an equitable manner, reimbursement funds received from applicable agencies or other sources. LC reserves the right to seek relief to which they are entitled through other means if full reimbursement hereunder is not realized. The CITY will also assist LC in obtaining reimbursement hereunder for its disaster relief activities occurring from non-federally declared emergencies undertaken at the CITY's request.

5. Hold Harmless.

Liability to the extent allowed by law, the CITY agrees to defend, hold harmless, and fully indemnify LC against and for any liability, claims causes of actions, losses, damages, including for bodily injury, death, and/or property damage, arising from or related to obligations and relief efforts contemplated hereunder. This provision will survive the termination of this Agreement and does not waive or otherwise substitute for the CITY's reimbursement obligation hereunder. Further this Agreement does not and the parties do not intend to waive immunities limits of liability or defenses afforded to them under applicable laws.

6. Termination/Withdrawal.

After execution, this Agreement will continue for a term of five (5) years from the effective date of this Memorandum of Understanding. This Agreement may be terminated at any time during the Term of this Memorandum of Understanding by mutual agreement of the party. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Termination will not affect the processing of reimbursement claims for cost and

expenses incurred, the CITY's reimbursement obligations hereunder, or a party's right to seek remedies for which it is entitled.

7. Insurance.

Each party shall maintain Workers Compensation and Liability Insurance Coverage to the extent, and amounts, required under Texas Law.

8. Force Majeure.

As any extraordinary event or circumstance beyond the control of the parties, such as war, strike, riot, crime or an event described by the term "Acts of God" (such as hurricane, flooding, earthquake or volcanic eruption, etc....) Which would prevent one or both parties from fulfilling their obligations under this agreement will suspend the obligations of either party during the duration of the Force Majeure event.

9. Notice.

The CITY shall call upon LC with as much notice as possible to activate the reception center, use LC facilities as shelter sites, or any other service contemplated in this Memorandum of Understanding. It is recognized by both parties that some disastrous events can be tracked and forecasted while other events are sudden and unannounced in nature. Advanced notice will allow LC to make arrangements to prepare for the potential emergency victims, evacuees and volunteers, such as placing LC police on standby or any other arrangement deemed necessary by LC.

10. Transportation Services

It is further agreed that in the event of a local event that affects either campus of LC, its staff or students, where the evacuation of the college campus is required, the CITY shall cause to be provided transportation for staff, students and visitors to area shelters, central bus station or other areas deemed safe and out of harms way.

11. Complete Agreement/Amendment.

This agreement embodies the complete agreement between the parties with regard to the subject matter hereunder, and any other agreements, whether oral or written, are superseded unless in writing and executed on a date subsequent to this Agreement by duly authorized party representatives. This Agreement may only be modified with the consent of the governing bodies for each respective party.

In witness thereof, the governing board of Laredo College has duly authorized the President of the College to execute this Agreement, and The City of Laredo has duly authorized its City Manager to execute this Agreement, and said Agreement is to become effective and operative upon fixing of the last signature hereto.

For the City of Laredo

Printed Name

Signature

Date

For Laredo College

Printed Name

Signature

Date

Exhibit “A”

Designated Laredo College Facilities

Ft. McIntosh Campus

Maravillo Gym

Lewis Energy Group Academic Center

Laredo College South Campus

J.C Trevino Fitness Center

Laredo College South Campus Sports Complex