

MEMORANDUM OF UNDERSTANDING BETWEEN
LAREDO COLLEGE
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 Laredo College (“LC”), 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. LC and City are individually called a “Party” or collectively “Parties” herein.

WHEREAS, LC and the City wish to cooperate in assisting LC 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, LC wishes to provide assistance in the reunification of parents or legal guardians and LC students in response to a school campus emergency evacuation; and,

WHEREAS, City is authorized to permit LC 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 LC for the aforesaid use.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits hereunder, LC 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 LC 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 LC 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.** LC 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,

LC 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 LC 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 practicable after the declared student and staff campus emergency evacuations, LC 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. LC also agrees to diligently pursue and coordinate reimbursement from all applicable agencies and sources, or as per instructions provided to LC, 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. LC 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 LC 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.** 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 cost reimbursement obligations hereunder, or LC 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, LC 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 LC's reimbursement obligations hereunder.

It is expressly understood and agreed that under this MOU neither LC 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 LC 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 LC 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, LC 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.

City of Laredo: Joseph Neeb
City Manager
City of Laredo
1110 Houston Street
Laredo, Texas 78040

LC: Dr. Minita Ramirez
President, Laredo College
Ft. McIntosh Campus
West End Washington St.
Laredo, Texas 78040

13. **Assignment.** Neither LC or City may assign this MOU without the prior written consent of the other parties.

14. **Insurance.** LC shall maintain insurance during the term of this contract and in accordance with the provisions shown in **Exhibit 2** attached hereto and made part of this contract as if incorporated herein. Upon request, LC shall furnish the City with certified copies of all insurance policies.

In witness thereof, the governing board of the Laredo College has duly authorized the LC 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.

CITY OF LAREDO, TEXAS

Joseph Neeb
City Manager

Date

ATTESTED:

Jose A. Valdez, Jr.
City Secretary

LAREDO COLLEGE

Dr. Minita Ramirez
President, Laredo College

Date

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 LC shall comply with each and every condition contained herein. LC 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 LC'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 LC shall maintain insurance coverage equal to that required of LC. It is the responsibility of LC 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, LC 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. LC 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, LC 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.