

MEMORANDUM OF UNDERSTANDING
Between
REMOTE CONTROL MODELERS OF LAREDO
And
CITY OF LAREDO FIRE DEPARTMENT

PURPOSE:

This Memorandum of Understanding (referred to as the "MOU" or "Agreement") outlines the partnership between the Remote-Control Modelers of Laredo (RCML) and the City of Laredo, through which these entities will collaborate to facilitate the use of the Laredo International Fire and Law Enforcement Training Center (Facility). The purpose of this MOU is to establish a framework for collaboration between the Laredo Fire Department and the Remote-Control Modelers of Laredo to ensure the safe and responsible operation of remote-control airplanes within the facility and city limits, while also respecting neighboring facilities.

I. LFD Responsibilities

Facility Access and Amenities Provided by Laredo Fire Department:

Location and Access:

- The Laredo Fire Department (LFD) agrees to make available the Laredo International Fire and Law Enforcement Training Center (Facility), situated at 26911 Pinto Valle Dr., Laredo, Texas 78045, specifically the Emergency Vehicle Operations Course area, for the use of the RCML as outlined in this MOU.
- LFD will provide gate access and combination of lock to the Facility grounds for RCML during agreed-upon times and dates.

Restroom Facilities:

- LFD will ensure that the Facility's restroom facilities are accessible to members and participants of RCML during their activities at the Training Center, maintaining cleanliness and functionality.

II. RCML Responsibilities:

Access Limitations:

- Acknowledges that the access to the Facility may be denied if it is in use for training or any other city event. RCML agrees to cooperate and reschedule its activities accordingly in such instances.
- RCML members will secure gate and lock appropriately upon completion of each use.

Liability and Insurance:

- Agrees to maintain liability insurance to cover any potential damages that may occur during the use of facility by RCML. In the event of any accidents or damages, RCML will report them immediately to the appropriate authorities. Additionally, all users will comply with applicable laws and regulations while utilizing Facility.

Airspace Management:

- Agrees to operate remote-controlled airplanes safely and within the confines of the Facility property's airspace and /or in accordance with airspace regulations. If ground access to any neighboring property is required for any reason, members shall utilize the main entrance of the neighboring property and request permission to enter in accordance with local regulations and property owner's requirements.

III. Term

This MOU will go into effect when signed by the appropriate authorized representatives of both parties. The Effective Date will be the date that the last party signing this MOU, and it will continue for five (5) consecutive years after that date. It may be renewed at any time for subsequent five (5) year terms as agreed upon in writing by both parties and may be cancelled by either institution with six months prior written notice.

IV. Entire Agreement

This Agreement supersedes all prior agreements, written or oral, between LFD and RCML, and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof unless otherwise agreed upon in writing by LFD and RCML. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, or altered except in writing and signed by RCML and LFD.

V. Governing Law

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted, and applied in accordance with and governed by the laws of the State of Texas.

VI. Venue

The venue for any cause of action or lawsuit filed pursuant to the terms or subject matter of this Agreement will be Webb County, Texas.

VII. Waivers

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this agreement shall impair any such right of power or be construed to be a waiver thereof.

VIII. Notices

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail as follows:

To RCML: Remote Control Modelers of Laredo

Attn: Jaime Ramirez/ Jorge Cigarroa
Address: 1412 Rosewood Dr.
Laredo, Tx., 78041

To LFD: Laredo Fire Department
Attention: Guillermo Heard, Fire Chief
616 E. Del Mar
Laredo, Texas 78045

IX. Severability

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

X. Default and Termination

In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the non-defaulting party may terminate this Agreement upon (15) days' written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party. Notwithstanding the foregoing, RCML may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance written notice to LFD.

XI. Amendment

The parties to this Agreement understand that it may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues. An amendment to this Agreement is not effective until approved in writing by an authorized representative from both RCML and LFD and signed by both Parties.

IN WITNESS WHEREOF, the Radio Control Modelers of Laredo and the City of Laredo have executed this Agreement, in multiple originals, to be effective as of the date that the last party signed this Agreement.

RC MODELERS OF LAREDO

CITY OF LAREDO

By: _____

By: _____

Printed Name: Jaime Ramirez

Printed Name: Joseph Neeb

Title: _____

Title: City Manager

Date: _____

Date: _____

By: _____

By: _____

Printed Name: Jorge Cigarroa

Printed Name: Chief Guillermo Heard

Title: _____

Title: Fire Chief

Date: _____

Date: _____

ATTESTED

By: _____

Printed Name: Doanh T. Nguyen.

Title: City Attorney

Date: _____