

**MEMORANDUM OF UNDERSTANDING  
FOR  
DISASTERS AND COMMUNITY-WIDE EMERGENCIES**

This Memorandum of Understanding, hereafter referred to as "Agreement", is made and entered into between the governing boards for the Webb County Consolidated Independent School District, hereafter referred to as "WCISD" and Webb County, Texas, hereafter referred to as "COUNTY".

**Recitals**

WHEREAS WCISD wishes to cooperate with the COUNTY in assisting evacuees and victims of disasters and community-wide emergencies;

WHEREAS, the COUNTY wishes to subcontract WCISD to provide assistance during disasters and community-wide emergencies;

WHEREAS, WCISD are authorized to permit the COUNTY to use designated WCISD buildings and other resources as part of the COUNTY's Emergency Management Operations Plan for disasters and community-wide emergencies; and

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

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

**Terms and Conditions**

1. Food Service. It is agreed the primary function of WCISD will be to serve as a food service contractor during disaster and community-wide emergencies. WCISD will provide meals, along with attendant supplies and labor, for disaster and community-wide emergency victims, evacuees and relief workers/volunteers on an as-needed and as-available basis. The COUNTY will plan in advance with WCISD to determine and coordinate food products and supplies, including, as necessary, their storage and transportation. WCISD will provide food products and supplies during disaster and community-wide emergencies to the extent permissible under USDA regulations.

2. Facilities Use. It is agreed that the secondary function of WCISD will be to serve as an evacuation facilities contractor during disaster and community-wide emergencies. WCISD agree to permit the use of designated WCISD facilities to shelter disaster and community-wide emergency victims, evacuees and relief workers/volunteers. Use of WCISD facilities will be authorized upon the COUNTY's request, subject to WCISD first meeting its responsibilities to its respective students and to the extent the designated facilities are available and appropriate, as determined in WCISD's sole discretion. The COUNTY further agrees to request and utilize all evacuation facilities at its disposal prior to requesting the use of WCISD facilities.

3. Transportation Service. It is also agreed that WCISD will serve as a transportation service contractor during disaster and community-wide emergencies. WCISD will provide transportation, along with fuel and labor, for disaster and community-wide emergency victims,

evacuees and relief workers/volunteers on an as-needed and as-available basis. Use of WCISD transportation resources will be authorized upon COUNTY's request, subject to WCISD first meeting its responsibilities to its respective students and to the extent the designated transportation is available and appropriate, as determined in WCISD's sole discretion. The COUNTY further agrees to request and utilize all other means of transportation at its disposal prior to requesting the use of WCISD buses.

4. Standard of Care/Security. The COUNTY, and its employees and representatives, will exercise reasonable care in the conduct of its activities in WCISD facilities. Other than WCISD employees or other persons contracted by WCISD to meet their food service and facilities use obligations hereunder, the COUNTY will direct, supervise and manage the conduct of evacuees and relief workers/volunteers. In coordination with WCISD liaisons, the COUNTY will provide, or cause to be provided, police, fire and EMT service at WCISD facilities utilized during disasters and community-wide emergencies.

5. Liaisons. The parties have designated and identified the individuals below as liaisons to coordinate obligations hereunder. If changes occur, the name, address, telephone number and other contact information for each respective liaison shall be distributed to the other party.

**Webb County**  
Laura A. Govea  
Emergency Management Coordinator  
1620 Santa Ursula, 2<sup>nd</sup> Floor  
Laredo, Texas  
956-236-3523  
[lgovea@webbcountytexas.gov](mailto:lgovea@webbcountytexas.gov)

**Webb CISD**  
Juan J. Maldonado Sr.  
Interim Superintendent  
619 Ave. F  
Bruni, Texas 78344  
361-747-5415 ext 1001  
[jay.maldonado@webbcisd.com](mailto:jay.maldonado@webbcisd.com)

6. Reimbursement. As soon as reasonably possible after the declared disaster or community-wide emergency, the COUNTY will provide WCISD detailed written instructions and available application forms for the submission of costs and expenses incurred for the relief activity. The COUNTY 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 emergency declaration or as per instruction provided to the COUNTY to secure assistance, for WCISD's costs and expenses incurred for food service and facilities use, including but not limited to, food, supplies, transportation, utilities, labor, and repair/replacement of damage or loss to facilities, fixtures, and equipment. The COUNTY will promptly pay to WCISD, in an equitable manner, reimbursement funds received from applicable agencies or other sources. WCISD reserves the right to seek relief to which they are entitled through other means if full reimbursement hereunder is not realized.

7. LIABILITY. TO THE EXTENT ALLOWED BY LAW, THE COUNTY AGREES TO DEFEND, HOLD HARMLESS, AND FULLY INDEMNIFY WCISD AND WCISD AGAINST AND FOR ANY LIABILITY, CLAIMS, CAUSES OF ACTION, 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 termination of this Agreement and does not waive or otherwise substitute for the COUNTY's reimbursement obligations hereunder. Further, this Agreement does not and the parties do not intend to waive immunities, limits of liability or

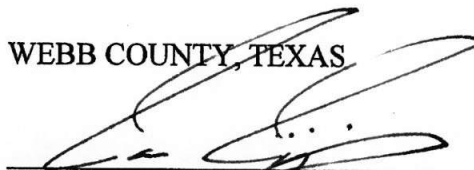
defenses afforded to them under applicable laws.

8. Termination/Withdrawal. After execution, this Agreement will continue until terminated. This Agreement may be terminated at any time by mutual agreement of the parties. The COUNTY may terminate this Agreement upon thirty (30) days' written notice to the other party. WCISD may withdraw from this Agreement upon thirty (30) days' written notice to the other party. Termination will not affect the processing of reimbursement claims for costs and expenses incurred, the COUNTY's reimbursement obligations hereunder, or a party's right to seek remedies for which it is entitled.

9. 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.

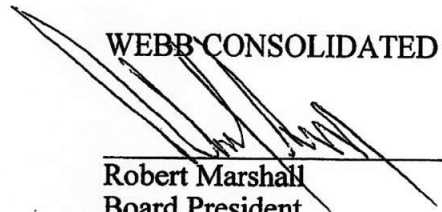
In witness thereof, the governing board of the Webb Consolidated Independent School District has duly authorized its Superintendent to execute this Agreement and the County of Webb has duly authorized its County Judge to execute this Agreement, and said Agreement is to become effective and operative upon the fixing of the last signature hereto.

WEBB COUNTY, TEXAS

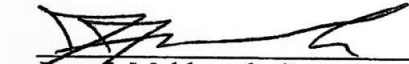
  
\_\_\_\_\_  
Tano E. Tijerina  
County Judge

May 10, 2016  
Date

WEBB CONSOLIDATED INDEPENDENT SCHOOL DISTRICT


  
\_\_\_\_\_  
Robert Marshall  
Board President

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Juan J. Maldonado Sr.  
Interim Superintendent

21 MAR 16  
Date

**ATTESTED:**

  
**Margie Ramirez Ibarra**  
Webb County Clerk



**APPROVED AS TO FORM:**



**Marco A. Montemayor**  
**Webb County Attorney**

\*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).