

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into by and between **Webb County**, a political subdivision of the State of Texas and **Webb Consolidated Independent School District** to be implemented by the **WCISD Police Department** for emergency response readiness.

WHEREAS, Webb CISD, by and through its Police Department, and Webb County wish to cooperate in assisting the communities of Mirando City and Bruni with reunification efforts in response to evacuations due to natural or man-made causes;

WHEREAS, Webb County is authorized to permit Webb CISD Police Department to designate the EJ Salinas Community Center and the Bruni Community Center as part their Standard Response Protocol when designating reunification sites;

WHEREAS, the parties mutually desire to reach an understanding, through this MOU, under which the EJ Salinas Community Center and Bruni Community Center, are made available to Webb CISD Police Department for the aforesaid use.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits hereunder, Webb County, the **Webb Consolidated Independent School District** and Webb CISD Police Department do hereby agree as follows:

TERMS AND CONDITIONS

1. **Facility Use.** Webb County agrees to permit the use of the EJ Salinas Community Center and/or the Bruni Community Center to reunify residents in their community with family members during times of natural or man-made disasters. Use of these facilities may be authorized upon request and coordinated with Webb County through the Webb County Judge, in his capacity as the Emergency Management Director for Webb County.
2. **Term and Termination.** This MOU shall be in effect beginning October 1, 2025, through September 30, 2030. This agreement may be terminated by either party upon thirty (30) days' notice to the other party.
3. **Standard of Care/Security.** Webb CISD Police Department and their employees and representatives will exercise reasonable care in the conduct of its activities on Webb County facilities being used as reunification centers.
4. **Liaisons.** The parties will designate and identify liaisons for Webb County and Webb CISD Police Department. The name, address, and telephone number and other contact information for each representative liaison will be distributed to the other party.

5. **Liability;** No Waiver of Immunities; TO THE EXTEND AUTHORIZED BY THE TEXAS CONSTITUTION AND LAW OF THE STATE OF TEXAS, WEBB CISP POLICE DEPARTMENT AGREES TO DEFEND, HOLD HARMLESS, AND FULLY INDEMNIFY WEBB COUNTY AGAINST AND FOR ANY LIABILITY, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, INCLUDING BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM RELATED OR RELATED TO OBLIGATIONS AND RELIEF EFFORTS CONTEMPLATED HEREUNDER.
6. **Entire Agreement.** This MOU sets forth the entire agreement between Webb County and Webb CISP Police Department 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 by the execution of this MOU. No modification, or waiver, or any right under this MOU will be effective unless it is evidenced in a writing executed by an authorized representative of Webb County and Webb CISP Police Department.
7. **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.
8. **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.
9. **Understanding, Fair Construction.** By execution of this MOU, UISD and Webb County 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.
10. **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.

Webb County: Hon. Tano E. Tijerina, Webb County Judge
1000 Washington Street. 3rd Floor
Laredo, Texas 78040

Webb CISP
Police Department: Ramiro Garza Jr., Chief of Police

619 Ave. F
Bruni, Texas 78644

Copy to: Juan Maldonado, Superintendent
619 Ave. F
Bruni, Texas 78644

11. **Assignment.** Neither UISD or Webb County may assign this MOU without the prior written consent of the other parties.

WEBB COUNTY, TEXAS

Tano E. Tijerina Date
Webb County Judge

WEBB CISD

Juan Maldonado Date
Superintendent

Ramiro Garza Jr. Date
Chief of Police

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Jacquelyn Trevino
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. 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).