

**MEMORANDUM OF UNDERSTANDING**  
**EMERGENCY FACILITY USE AGREEMENT**

This Memorandum of Understanding (“Agreement”) for Emergency Services is entered into between the **La Vernia Independent School District** (“District” or “LVISD”), acting by and through its Board of Trustees, and **The City of La Vernia** (“City”), acting by and through its City Council, together referred to as “Parties.”

**RECITALS**

WHEREAS, the Parties desire to enter into a Memorandum of Understanding to give The City of La Vernia immediate access to La Vernia ISD (“Facility”) located at 225 Bluebonnet Rd. La Vernia, TX 78121 as a emergency evacuation shelter and/or reunification site in the event of an emergency which requires The City of La Vernia to perform an evacuation or establish a location for reunification for The City and families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of our community.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

**TERMS AND AGREEMENT**

**I. Purpose**

The Parties recognize their respective duties to help prepare, safeguard, and protect citizens and property from the effects of disasters or other emergencies through effective planning, preparation, response, and recovery activities.

In accordance with The City of La Vernia (Legal), the City is required to adopt an Emergency Operation Plan, which provides for employee training, school drills, coordination with local agencies, and a safety and security audit. Pursuant to this provision, the City has entered into this Agreement with LVISD, to provide for use of the Facility in an off-site evacuation and/or reunification site in the event of an emergency. This may include, but is not limited to, a natural disaster.

In order to prepare effectively for City emergencies, LVISD has agreed to allow the City immediate access to the Facility, including buses for evacuation efforts, at no cost to The City of La Vernia.

## **II. Principles of Cooperation**

So that communications resources of the City and the District may be coordinated and utilized to the fullest advantage during disasters, emergencies, and public-service related situations, and to the extent permitted or required by law and regulation, the City and the District have agreed that each Party will:

1. Encourage ongoing communication with the other Party to allow for effective cooperation.
2. Work with each other in developing emergency plans.
3. Work with each other in times of disaster or emergency to meet the needs of both Parties.
4. Work within each Party's own lines of authority and respect the lines of authority of the other Party. City supervision and control of personnel, equipment, and resources and personnel accountability remain the responsibility of the designated supervisory personnel of each Party.
5. Strive to distribute copies of and publicize this Agreement through channels to its own members, and to other organizations, both public and private, which may have an active interest in disaster relief.
7. Acknowledge that each Party intends to make best efforts toward accommodations and necessities during an event requiring implementation of this Agreement (i.e., an emergency) but agree that such may not be the priority during such circumstances and cannot be assured.
9. The City of La Vernia shall be responsible for the replacement, restoration or repair of any damage to the Facility caused by The City or staff while they are housed in the Facility.

## **III. Implementation**

This Agreement becomes effective as of the date on which the last Party signs this Agreement (the "Effective Date"). The initial term of this agreement is five (5) years

This memorandum may be amended by mutual written agreement of both Parties, and it is understood by both Parties that this Memorandum of Understanding may be terminated at

any time by written notification from either Party to the other (but not during an emergency or incident requiring off-site evacuation to the Facility).

Six months prior to the expiration of the initial five (5) year term, unless earlier terminated as provided herein, the parties shall meet to review the progress and success of the Memorandum 3 of Understanding and determine whether it shall be extended for an additional five (5) years. In no event shall any single extension of this Memorandum of Understanding be for a term exceeding five (5) years.

#### **IV. Miscellaneous**

**1. Powers** - This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority to bind the other.

**2. Limitation of Liability**- The Parties understand and agree that neither party shall have a cause of action against the other under this Agreement. The Parties' sole remedy for breach of any provision of this Agreement is termination.

**3. Responsibilities of Parties**- Each Party covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, during the course of an evacuation and use of the Facility pursuant to this Agreement.

**4. Entire Agreement** - This Agreement is the entire agreement between the Parties as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

**5. No Waiver of Immunity** - Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

**6. Choice of Law & Venue** - This Agreement shall be governed by Texas law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Wilson County, Texas.

**7. Counterparts** - This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the City and on behalf of the District by authorized representatives of each Party.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF LA VERNIA

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

LA VERNIA INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_