



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 09/01/2026

Item Title: Interlocal Agreement Between the
City of Brownsville, Texas and
Brownsville ISD – Bus Stop by BISD Police

X Action
Information
Discussion

BACKGROUND:

The City is in the process of developing bus curb cuts throughout and between the various public areas of the City in order to reduce vehicle collisions with city buses and promote alternate modes of transportation to reduce the carbon footprint, governmental functions and services. The BISD is the owner, in fee simple, of certain fee simple property, certain rights-of-way, and certain easements which extends along East Price Road adjacent to the BISD Police Department in Brownsville, Texas, located at 2477 Price Road. Brownsville. Texas 78521. The City has determined that a system of bus curb cuts could be conveniently located, with minimal interference from automobile traffic. They City agrees to be solely responsible for the maintenance and operation of the bus shelter, and the City improvements on the adjacent areas.

FISCAL IMPLICATIONS:

RECOMMENDATION:

Recommend approval of Interlocal Agreement Between the City of Brownsville, Texas and Brownsville ISD- Bus Stop by BISD Police

Eliud Ornelas

Submitted by: Interim Director Facilities / Maintenance

Miguel Salinas

Reviewed by: Staff Attorney

Rosario Peña

Approved by: Assistant Superintendent

Approved for Submission to Board of Education:

Dr. Timothy E. Cuff

Dr. Timothy E. Cuff, Superintendent

When Necessary, Additional Background May Follow This.



Brownsville Independent School District

1900 E. PRICE ROAD BROWNSVILLE, TEXAS 78521-2417 (956) 548-8000 FAX: (956) 714-6400 www.bisd.us

Dr. Timothy E. Cuff
Superintendent of Schools

Miguel Salinas
Staff Attorney

TO: Dr. Timothy E. Cuff, *Superintendent of Schools*

FROM: Miguel Salinas
Staff Attorney

DATE: August 6, 2026

RE: Interlocal Agreement Between the City of Brownsville, Texas and Brownsville ISD -
Bus Stop by BISD Police

Dear Dr. Cuff,

I have reviewed the above agreement and have approved it to legal form.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Miguel Salinas".

Miguel Salinas
Staff Attorney
Brownsville I.S.D.

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF BROWNSVILLE, TEXAS
AND
THE BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement ("Agreement") is executed by and between the City of Brownsville ('City'), a home rule municipality, with its principal place of business located at 1001 E. Elizabeth St., Brownsville, Texas 78520; and the Brownsville Independent School District ('BISD') with its principal place of business located at 1900 Price Road, Brownsville, Texas 78520, and is effective upon the last Party to sign. The City and the BISD may be referred to individually throughout this Agreement as a "Party" and collectively as the "Parties."

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes agreements between local governments to contract with other local governments and agencies of the State in accordance with its provisions; and

WHEREAS, the Parties to the Agreement are all local governments and/or agencies of the State within the meaning of the Interlocal Cooperation Act; and

WHEREAS, the City is in the process of developing bus curb cuts throughout and between the various public areas of the City in order to reduce vehicle collisions with city buses and promote alternate modes of transportation to reduce the carbon footprint, governmental functions and services;

WHEREAS, the BISD is the owner, in fee simple, of certain fee simple property, certain rights-of-way, and certain easements which extends along East Price Road adjacent to the BISD Police Department in Brownsville, Texas, located at 2477 Price Road, Brownsville, Texas 78521; and

WHEREAS, the City has determined that a system of bus curb cuts could be conveniently located, with minimal interference from automobile traffic, on land adjacent to the BISD Police Department, as attached in Exhibit A (the 'Property'); and

WHEREAS, the BISD wishes to grant an easement to the City to construct, use, and maintain these areas, solely for the purpose of operating and maintaining a bus shelter (the "City Improvements") for patron use ; and

WHEREAS, the Parties hereto have agreed that the City will use these areas solely for recreational use, operation, and maintenance of a bus shelter, will comply with all legal requirements for the construction, operation, and maintenance of those areas; and

WHEREAS, the City agrees to be solely responsible for the maintenance and operation of the bus shelter, and the City Improvements on the adjacent areas.

NOW, THEREFORE, in consideration of the promises, covenants, and warranties hereafter made by the City and the BISD, the Parties, hereby agree to the following:

1. Construction and Maintenance of the bus shelter.

1.1. The City will design, construct, and maintain the bus shelter at its expense. The City further agrees that it shall be responsible for the proper maintenance of the bus shelter in an

efficient and workmanlike manner. The City warrants that all construction and similar work performed in connection with the City Improvements shall be confined strictly to the areas depicted in Exhibit A.

- 1.2. Prior to the construction and installation of the bus shelter or any related improvements, the City shall submit to the BISD the proposed improvement to be constructed on the Property. Such submission shall include the design plans, diagrams, specifications showing the location of said improvements, the manner of construction, the materials to be used therein, and any other information to be required by the BISD. The City shall also obtain the necessary and requisite permits for any work performed on the Property. No such construction or installation of the Trail or any related improvements shall proceed without the express written approval of the BISD.
- 1.3. Further, the City will provide the BISD with a general schedule of regular maintenance.
- 1.4. Subject to the approvals required under this Agreement, the BISD authorizes the City to construct, maintain, and operate the bus shelter, open to the public, on the Property and authorizes the City to adopt and enforce rules and regulations concerning its use.
- 1.5. The City hereby agrees that it is solely responsible for the construction, installation, and maintenance of the bus shelter. In the event that the City fails to properly maintain the bus shelter as provided in this Agreement, the BISD, upon ten (10) business days' notice to the City, may perform maintenance it deems necessary for the bus shelter, and the City shall promptly reimburse the BISD for costs expended on such maintenance.
- 1.6. Any failure or refusal by the City, its heirs or assigns, to keep the bus shelter maintained in good condition, after delivering a reasonable written request to the City Manager, the BISD may terminate this Agreement if no maintenance or repairs have started within 60 days of notice. Such termination shall be effective upon the filing of a written termination and cancellation notice in the Office of the County Clerk of Cameron County, Texas, together with a notice of termination and cancellation mailed or delivered to the City Manager.
- 1.7. The easement, rights, and privileges granted by this Agreement are not exclusive. This grant is non-exclusive to the City, and the City agrees and recognizes that the BISD has and possesses the superior right to utilize its easements.

2. Insurance, Indemnity, and Liability.

- 2.1. Prior to the commencement of any construction of the bus shelter, the City shall furnish the BISD with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days' prior written notice to the BISD. The City shall provide certified copies of the insurance endorsements and/or policies if requested by the BISD. The City shall maintain such insurance coverage throughout the term of this Agreement.
- 2.2. The City shall require its contractors and subcontractors to acquire and maintain insurance coverage.

2.3. THE CITY COVENANTS NOT TO SUE AND AGREES TO RELEASE THE BISD AND ITS OFFICIALS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, AND INVITEES FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS DEMANDS, AND CAUSES OF ACTION OF EVERY CHARACTER AND KIND RESULTING FROM PERSONAL INJURY, ILLNESS, OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE ACTIONS OR INACTIONS OF THE CITY, ITS EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, LICENSEES, OR INVITEES IN SECURING, EXERCISING, OR IN ANY MANNER PERFORMING THE TERMS AND CONDITIONS OF THIS AGREEMENT.

3. Term.

3.1 The Term of this Agreement shall be until the earlier of (i) for the useful life of the bus shelter or (ii) twenty-five (25) years from the effective date of this Agreement which may be automatically extended for two additional 25 year terms absent a written cancellation of this agreement which must be received by the City Manager no later than 90 days before the expiration of each contract term.

3.2 In the case that the City opts to terminate the Agreement, a written thirty (30) day notice must be sent to the BISD.

4. Notice.

Any notice required under this Agreement shall be in writing and shall be hand delivered or sent by first-class mail to the intended Party's address of record. Notice shall be deemed to have been given when received, or if mailed, within three (3) days after it is deposited in the United States mail, postage paid.

The address of record shall be

If to the City:
Alan Guard
City Manager's Office
1001 E. Elizabeth St.
Brownsville, Texas 78520

With a copy to:

Will Trevino
Office of the City Attorney
1001 E. Elizabeth St.
Brownsville, Texas 78520

If to the BISD:

5. Force Majeure.

5.1. If, by any reason of force majeure, either Party hereto shall be rendered unusable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable

time after the occurrence of the event or cause relied on, the obligations of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- 5.2. The term 'force majeure,' as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, laws, rules, or orders of any kind of government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, equipment, pipelines or canals, or any other causes not reasonably within the control of the Party claiming such liability.

6. Removal or Replacement.

- 6.1. In the event that the BISD decides to expand, redesign, or alter its facilities within the Property and the bus shelter will interfere or impede such expansion or alteration, then the City will, after written notification of the expansion or alteration by the BISD, promptly remove the relevant portion of the Trail or relocate such portion to a location mutually agreeable between the BISD and the City.
- 6.2. If the bus shelter shall ever be permanently closed or abandoned, the City shall remove it entirely and restore, as close as possible, the Property to its previous condition.

7. Miscellaneous.

- 7.1. **Disclaimer.** The BISD hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present, or future, of, as to, or concerning (i) the nature and condition of the BISD tracts, including but not by way of limitation, the water, soil, geology and the suitability thereof of the BISD tracts for all activities and uses which the City may conduct thereon.
- 7.2. **Entire Agreement and Amendment.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed, and supersedes any prior understandings, representations, memorandums, or agreements regarding the easement that is the subject of this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect. This Agreement may be amended, provided that no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing and duly executed by the Parties hereto.
- 7.3. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligation and undertaking of each of the Parties to this Agreement shall be performable in the state and federal courts of Cameron County, Texas.
- 7.4. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective heirs, legal representatives, successors, and assigns, as appropriate.

- 7.5. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
- 7.6. **Appropriation of Funds.** The City represents and warrants to the BISD that, as of the effective date of this Agreement, the governing body of the City has identified, appropriated, and set aside sufficient monies to fund the costs of the construction of the bus shelter pursuant to this Agreement. However, should the appropriation of funds, in the future, become insufficient to maintain the Trail, the City shall provide prompt notice to the BISD, and the Agreement may be terminated as defined in 3.2 of this Agreement.
- 7.7. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 7.8. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

*****EXECUTION PAGE FOLLOWS*****

IN WITNESS HEREOF, the CITY and the BISD make and execute this AGREEMENT in duplicate copies, each of which is an original, to be effective as specified herein.

EXECUTED on the _____ day of _____, 2026, in Brownsville, Cameron County, Texas.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT:

CITY OF BROWNSVILLE:

Dr. Timothy E. Cuff
Superintendent

John C. Cowen, Jr.
Mayor

ATTESTED TO:

Carlos Elizondo
Board President

Mayra Rios
City Secretary

APPROVED AS TO FORM:

Miguel Salinas
Staff Attorney

Guillermo ('Will') S. Trevino
City Attorney

Exhibit 'A'

Hanna High School

BISD Police Department

- Proposed New Bus Shelter
- AREA Surveyed
- Property ID 50040

