



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 04/09/2024

Item Title: Interlocal Agreement Between X Action
Brownsville ISD and City of Brownsville Information
Discussion

BACKGROUND:

Brownsville Independent School District owns the property that currently houses the BISD Career and Technology Education "CTE" Program and the City of Brownsville is the owner of the Gladys Porter Zoo buildings and land. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local government and that of education and training in the local schools. This partnership will enable the two agencies to maximize their respective facilities to meet students' and community needs by sharing and co-developing facilities that will enable the two agencies to achieve greater efficiencies in the costs of initial development and on-going operations and maintenance of the BISD CTE Program and of the Gladys Porter Zoo.

FISCAL IMPLICATIONS:

RECOMMENDATION:

Recommend approval of the Interlocal Agreement between Brownsville Independent School District and City of Brownsville to enable the two agencies to maximize their respective facilities to meet students' and community needs by sharing and co-developing facilities that will enable the two agencies to achieve greater efficiencies in the costs of initial development and on-going operations and maintenance of the BISD CTE Program and of the Gladys Porter Zoo.

Approved for Submission to Board of Education:

Dr. Jesus H. Chavez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO
Miguel Salinas
Reviewed by: Staff Attorney

Jesus H Chavez
Dr. Jesus H. Chavez, Superintendent

Approved by: Chief Officer

**INTERLOCAL AGREEMENT BETWEEN
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
AND CITY OF BROWNSVILLE**

This **INTERLOCAL AGREEMENT**, (“Agreement”), is entered into by and between the City of Brownsville, Texas (hereinafter “CITY”), and the Brownsville Independent School District (“BISD”), acting by and through their respective signatories. BISD and the CITY may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, this Agreement is entered into by and between the CITY and BISD pursuant to the authority granted, and in compliance, with the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t. Code, Title 7, Chapter 791; and

WHEREAS, this Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local government and that of education and training in the local schools; and

WHEREAS, BISD is the primary school district that serves residents of the City of Brownsville, Texas; and

WHEREAS, the BISD Career and Technical Education (“CTE”) Program prepares students for career pathways in the global marketplace by offering experiential learning, post-secondary credits, and industry certifications that equip BISD students with technical and high-level academic skills, leading them to be lifelong learners; and

WHEREAS, the CITY is the owner of the Gladys Porter Zoo’s buildings and land, a visitor-oriented zoological and botanical park, dedicated to the preservation of nature through education, conservation, healthy outdoor recreation, and research which is populated with an animal collection owned by the Valley Zoological Society, a non-profit organization chartered by the State of Texas; and

WHEREAS, the Gladys Porter Zoo, which includes a large collection of endangered species of birds, reptiles, and mammals, totaling nearly 1,600 and about 330 different species of mammals, reptiles, amphibians, birds, invertebrates, and fish, is accredited by the Association of Zoos and Aquariums (“AZA”); and

WHEREAS, studies have shown that AZA-accredited zoos enhance the public’s understanding of wildlife and the need to conserve the places where animals live, thereby playing an important role in conservation education and that when students experience a stronger connection to nature, are then prompted to reconsider their role in environmental problems and conservation action and see themselves as part of the solution as a result of their visit; and

WHEREAS, AZA-accredited zoos play a vital role in educating over 180 million visitors, including 51 million students, each year, about wild animals, their habitats, their related conservation issues, and the ways in which they can contribute to their preservation. Over the past ten years, AZA-accredited institutions have also trained more than 400,000 teachers with award-winning and proven science curricula; and

WHEREAS, the BISD CTE Program and the Gladys Porter Zoo are jewels within the City of Brownsville, Texas that have an increasing need to expand their footprint within the community; and

WHEREAS, the CITY and BISD endeavor to pool their respective resources to meet the youth and community needs for educational, developmental, and recreational opportunities; and

WHEREAS, this partnership will enable the two agencies to maximize their respective facilities to meet students' and community needs by sharing and co-developing facilities that will enable the two agencies to achieve greater efficiencies in the costs of initial development and on-going operations and maintenance of the BISD CTE Program and that of the Gladys Porter Zoo; and

WHEREAS, this Agreement memorializes the desire of each Party to collaborate to ensure that the needs of the community are met and the purposes of these program are carried out; and

WHEREAS, the Parties intend to enter into an agreement setting out all necessary working arrangements that the Parties agree shall be necessary to achieve the goals and objectives of this Agreement; and

WHEREAS, the governing bodies of each Party find that a public purpose is met by this Agreement; and

WHEREAS, any expenditures or payments made herein by the CITY or BISD shall be made from current revenues and must be approved by the respective Party's governing board.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

I. AUTHORITY

The CITY and BISD warrant that both possess adequate legal authority to enter into this Agreement. The CITY and BISD's local governing bodies have authorized its signatory official(s) to enter into this Agreement and to bind the local governments to the terms of this Agreement and any subsequent amendments hereto.

II. INCORPORATION OF RECITALS

The matters and facts recited in the preamble above are hereby found and determined to be true and correct and incorporated herein by reference as if fully set forth herein.

III. APPLICABLE RULES AND REGULATIONS

BISD and the CITY agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, statutes, ordinances, and laws in effect, promulgated, and as applicable during the term of this Agreement.

IV. TERM

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and shall remain in full force and effect unless superseded by a supplemental agreement or deemed fulfilled when the Parties have completed all the obligations contained within Section VI, Responsibilities of the Parties.

V. TERMINATION

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor.

VI. RESPONSIBILITIES OF THE PARTIES

City Responsibility. The CITY assumes the following responsibilities:

- Continue with the established CITY/BISD/ZOO Subcommittee and to work closely together in any current and future projects by appointing three (3) members to the Subcommittee who will meet on a quarterly basis;
- Collaborate with BISD in support of the CITY's biggest park, the Zoo, by working together to find solutions to address the current Zoo's accreditation process and partner up with them for their Zoo Master Plan progress;
- Fund the CTE feasibility study, which shall include:
 - a conceptual plan and site plan for the new CTE facility in a new facility and in a new renovated space (two options);
 - assess current CTE programs and provide recommendations for program expansion, program new space needs, and overall cost breakdown and estimation;
- Support major sports events hosted by BISD, including but not limited, to UTRGV Football Game(s) by providing facilities support, as available; and
- Continue the partnership of collaboration for the upcoming Games of Texas 2024 by assisting the CITY with allowing them to use BISD facilities, and provide staffing and volunteer support, as available.

BISD Responsibility: BISD assumes the following responsibilities:

- Continue with the established CITY/BISD/ZOO Subcommittee and to work closely together in any current and future projects by appointing three (3) members to the Subcommittee who will meet on a quarterly basis;
- Collaborate with the CITY in support of the CITY's biggest park, the Zoo, by working together in finding solutions to address current Zoo's accreditation process and partner up with them for their Zoo Master Plan progress;
- Work with the CITY to review current CTE needs Assessment that is funded by the CITY and provide support during the assessment process. BISD will provide resolution to the CTE current needs and future plan in collaboration with CITY;
- Work with the CITY in support of major sports events hosted by BISD, including but not limited, to UTRGV Football Game(s) in providing facilities support, as available; and

- Continue the partnership of collaboration for the upcoming Games of Texas 2024 by assisting the CITY with the use of BISD facilities, and provide staffing and volunteer support, as available.

VII. CURRENT REVENUE

The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Party. The parties further agree that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party.

VIII. MISCELLANEOUS

- a. NOTICE: All notices to the parties under terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be in writing, addressed as follows:

CITY:
 City Manager's Office
 1001 E. Elizabeth Street
 Brownsville, Texas 78521
 Helen.Ramirez@Brownsvilletx.gov

BISD:
 School Superintendent
 1900 E. Price Road
 Brownsville, Texas 78521
 JHChavez@BISD.us

- b. AMENDMENT: This Agreement may be amended by the mutual written agreement of the Parties.
- c. SEVERABILITY: In the event 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- d. GOVERNING LAW: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Any action concerning this Agreement shall lie in the City of Brownsville, Texas.
- e. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- f. RECITALS: The recitals to this Agreement are incorporated herein.
- g. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

- h. NO ASSIGNMENT: The Parties may not assign or transfer their rights under this Agreement.
- i. COMPLIANCE WITH LAW: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- j. NO WAIVER OF RIGHTS: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
- k. IMMUNITY: This Agreement is expressly made subject to each Party's governmental immunity under state and federal law. The Parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that a Party has by operation of law.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governing bodies, executes this Memorandum of Understanding.

Dr. Jesus H. Chavez, Superintendent
Brownsville ISD

Helen Ramirez, City Manager
City of Brownsville, Texas

Attested by:

Attested by:

Marina Zolezzi
Acting City Secretary

**APPROVED AS TO FORM
AND LEGALITY**

Guillermo (Will) S. Trevino
City Attorney