



Always Innovating

**South
Texas ISD**

RIO GRANDE VALLEY | GRADES 6-12

7001 E. EXPRESSWAY 83, MERCEDES, TX 78570

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Memorandum of Understanding (MOU)

This memorandum of understanding (herein referred to as “MOU”) made on this the 1st day of September 2025 will serve as an agreement between City of Los Fresnos Memorial Park and the South Texas Independent School District, herein referred to as “South Texas ISD” regarding South Texas ISD’s use of the parking lot facilities located at City of Los Fresnos Memorial Park 900 North Arroyo Blvd Los Fresnos TX 78566

1. Background

This MOU establishes the terms and conditions under which South Texas ISD may use the parking lot facilities located on 900 North Arroyo Blvd Los Fresnos TX 78566. Attachment A shall describe the dates and times the facility is to be utilized by South Texas ISD

2. Purpose

City of Los Fresnos Memorial Park Agrees to allow use of said facility to South Texas ISD for the purpose of providing transportation for South Texas ISD students and using the parking lot facilities as a stop.

3. Scope

This scope of this agreement refers to facility use as described in Section 1: Background. If applicable, the scope of agreements for other cooperative arrangements, such as those regarding fares, is beyond this agreement.

This agreement shall be in effect from September 01, 2025 to August 31, 2026. Both parties, if so desired, may review and execute an additional annual MOU describing the terms and conditions. If both parties are unable to execute an agreement, then South Texas ISD must cease using facilities until an agreement can be executed.

4. Duties

(a) South Texas ISD may use said facility as a boarding and de-boarding location for its transit system. Vehicles may park in the designed areas, as described in Attachment B in order to board and alight passengers. South Texas vehicles will not remain at said location overnight.

(b) South Texas ISD agrees that it will assume all responsibility of their vehicles and shall not hold City of Los Fresnos Memorial Park, its employee, officials or its affiliates liable for any and all damages.

(c) Any act related to the operation and maintenance of South Texas ISD equipment and supplies, such as movement of vehicles, must be performed by South Texas ISD personnel.

(d) South Texas ISD, its employees, agents' staff and any person acting on behalf of South Texas ISD shall not engage in any reckless, negligent, unsafe, or otherwise illegal or unethical behavior while on City of Los Fresnos Memorial Park property.

(e) South Texas ISD, its employees, agents, staff and any person acting on its behalf shall not modify City of Los Fresnos Memorial Park Facilities in any way. Facilities will be left in exactly the same condition in which they are encountered.

(f) South Texas ISD's use of the parking lot facilities must not in any way interfere with the normal operations of City of Los Fresnos Memorial Park.

5. Contact Person

For the purposes of this agreement, South Texas ISD will coordinate with:

Name: Mark Milum, City Manager mmilum@losfresnostx.gov

Name: Jacqueline Moya jmoya@losfresnostx.gov

Phone: 956-233-5768 ext. 1100

6. Notice

South Texas ISD shall provide notice of its schedules and times of pick-up/drop-off of students, names and photos of drivers and other individuals who will have access to the facility. Any change, bussing schedule, or any other important changes must be given at least two (2) weeks in advance. South Texas ISD drivers and other personnel subject to this agreement must possess and maintain appropriate licensure from the State of Texas.

7. Liability

City of Los Fresnos Memorial Park Assumes no liability for any lost, damaged, or stolen property. South Texas ISD assumes all risk in using the parking lot facilities and agrees to be responsible for any damages caused by the negligence of its personnel or negligent use of its equipment to the extent allowed by law. Nothing in this agreement shall be interpreted or construed to waive sovereign or governmental immunity afforded to South Texas ISD pursuant Texas law.

8. Termination

This agreement may be terminated at any time in writing by mutual agreement of the parties or terminated by either party with Ninety (90) days' notice, in writing, to the other party.

9. Breach of Obligation

Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

10. Authority

We the undersigned hereby attest we have authority of behalf of: City of Los Fresnos Memorial Park and the South Texas Independent School District, respectively, to execute and abide by this agreement.

EXECUTED, in duplicate, on this _____ day of _____, in _____ County, Texas.

Location:

City of Los Fresnos Memorial Park
900 North Arroyo Blvd
Los Fresnos TX 78566

City of Los Fresnos City Hall
520 E Ocean Blvd
Los Fresnos TX 78566

Name, Title

Signature

Date

South Texas Independent School District

By: _____
Marco Antonio Lara, Jr., Ed.D.
Superintendent of Schools