INTERLOCAL AGREEMENT

Between Cuero Independent School District and Westhoff Independent School District for the Transportation of Students across district boundaries for the 2025-2026 School Year

- 1. **PARTIES TO THE AGREEMENT.** WISD is an accredited school district providing education for students in grades PK-9. CISD is an accredited school district offering grades EE-12. MISD and CISD are required by TEC §34.007(a)(2) to enter into an interlocal agreement before providing transportation.
- 2. **TRANSPORTATION.** WISD and CISD mutually agree to provide transportation by bus service to transfer students attending school at WISD and CISD as mutually agreed upon.
- 3. **TERM OF AGREEMENT.** This Agreement shall take effect on August 13, 2025 and shall remain in effect for the duration of the 2025-2026 school year.
- 4. Both Parties agree that each party is entirely responsible for any and all costs associated with or in any way related to its own transportation system outside of its respective district. Nothing in this Interlocal Agreement shall require or otherwise obligate payment of any kind from either party to the other.
- 5. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties hereto.
- 6. **MODIFICATION.** This Agreement can be modified only by written agreement signed by an authorized representative of each party.
- 7. **TEXAS LAW TO APPLY.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable within the State of Texas.
- 8. **LEGAL CONSTRUCTION.** 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Interlocal Agreement and the performance of the covenants contained herein.

- 10. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.
- 11. The governing bodies of the Parties have each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement;

| WESTHOFF INDEPENDENT SCHOOL DISTRICT | CUERO INDEPENDENT SCHOOL DISTRICT |
|---------------------------------------|-----------------------------------|
| By: Darrin Stansberry, Superintendent | By: Micah Dyer, Superintendent |
| Date: | Date: July 17, 2025 |