

**INTERLOCAL AGREEMENT BETWEEN
SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF WEBSTER**

This Interlocal Agreement (“Agreement”) is made and entered into on the 25th day of August 2025, by and between Spring Branch Independent School District, an independent school district and local governmental entity with its principal place of business at 955 Campbell Road, Houston, Texas 77024 (“SBISD” or the “District”), and the City of Webster, a local governmental entity with its principal place of business at 101 Pennsylvania Avenue, Webster, Texas 77598. Pursuant to the authority granted by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Agreement is made and entered into for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date indicated above (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal or termination.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or purchase and sale agreement entered into between the Parties for the purpose set forth herein. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the Parties relating to the purposes herein stated, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope. SBISD desires to purchase police vehicles, including used police vehicles, from the City of Webster. The City of Webster agrees to procure and offer to sell police vehicles, including used police vehicles, to SBISD. The City of Webster shall provide SBISD with details concerning specific police vehicle(s) of interest to SBISD, including, without limitation, a description of the vehicle (vehicle identification number (VIN), odometer reading, list of accessories, etc.). The City of Webster shall provide SBISD with a reasonable opportunity to inspect the specific police vehicle(s) being considered for purchase, including, without limitation, “test” driving the vehicle, taking it to a mechanic of SBISD’s choosing for a pre-sale inspection, inspecting the title of the vehicle, and the like. The Parties shall negotiate, in good faith, for the purchase and sale of police vehicles under this Agreement. Upon mutual agreement to purchase and sell a specific police vehicle, the City of Webster will invoice SBISD for the specific police vehicle(s) that SBISD agrees to purchase from the City of Webster. SBISD agrees to remit payment to the City of Webster within forty-five (45) days after the date SBISD receives an invoice for the vehicle.

Upon receipt of payment from SBISD, the City of Webster shall promptly provide the purchased vehicle to SBISD, together with all vehicle keys, accessories, and the like, and shall also provide to SBISD the following documents: the signed vehicle title, the current Vehicle Inspection Report (VIR), a bill of sale and odometer statement, application for Texas Title and/or Registration (Tex. Dep't of Motor Vehicles Form 130-U) and all other documents/forms required by applicable law to transfer ownership of the vehicle from the City of Webster to SBISD. The City of Webster shall also transfer all warranties, if any, existing for the vehicle to SBISD. The City of Webster shall be responsible for paying all past due registration fees and shall deliver the vehicle to SBISD with a current registration and a clear title. SBISD shall register and title the purchased vehicle in its name with the Texas Department of Motor Vehicles within thirty (30) days of the date of taking possession of the vehicle.

4. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
5. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.
6. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
 - By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be mutually agreed upon by the Parties.In the event of termination of this Agreement or any purchase order issued hereunder, SBISD shall be responsible for compensating the City of Webster for police vehicles taken into possession by SBISD up to the effective date of termination.
7. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either Party without the prior written acknowledgment and authorization of both Parties.
8. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

9. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Spring Branch Independent School District
Attn: Lawanda Coffee
Executive Director of Compliance
& Procurement
955 Campbell Road
Houston, Texas 77024

City of Webster
Attn: _____
Title: _____
101 Pennsylvania Avenue
Webster, Texas 77598

10. Relation of Parties. It is the intention of the parties that the City of Webster is independent of SBISD and not an employee, agent, joint venturer, or partner of SBISD and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between SBISD and the City of Webster or SBISD and any of the City of Webster's representatives.
11. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that either Party has exclusive right to provide the other Party with programs or services. During the Term of this Agreement, SBISD and the City of Webster reserve the right to use all available resources to procure other goods and services as needed and, in doing so, will not violate any rights of the other Party.
12. Limitation of Liability. The Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
13. Severability. In the event that 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 provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
15. No Waiver. 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(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach

thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

16. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
17. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
18. 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.

**SPRING BRANCH INDEPENDENT
SCHOOL DISTRICT**

CITY OF WEBSTER

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date