MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN BROWNSVILLE INDEPENDENT SCHOOL DISTRICT AND CITY OF NEW BRAUNFELS

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the Brownsville Independent School District ("School District") and the City of New Braunfels ("New Braunfels PD") to establish the terms and conditions under which the Brownsville Independent School District will purchase police vehicles from the City of New Braunfels for the Brownsville Independent School District's Police & Security Services Department ("BISD Police PD").

II. PARTIES

• **School District:** Brownsville Independent School District 1900 E. Price Rd.

Brownsville, Texas 78521

City of New Braunfels: City of Braunfels
 550 Landa St.

 New Braunfels, Texas 782130

III. SCOPE OF AGREEMENT

The City of New Braunfels Police Department agrees to sell, and the Brownsville Independent School District agrees to purchase, police vehicles currently owned by the New Braunfels for use within the School District's Police Department. The vehicles are to be used for school safety and law enforcement purposes in accordance with applicable laws and regulations.

IV. VEHICLES TO BE PURCHASED

- 1. 2018 Ford Police Interceptor Utility VIN# 1FM5K8AR1JGA72258
- 2. 2018 Ford Police Interceptor Utility VIN# 1FM5K8AR3JGA72259
- 3. 2018 Ford Police Interceptor Utility VIN# 1FM5K8ARXJGA72260
- 4. 2018 Ford Police Interceptor Utility VIN# 1FM5K8AR1JGA72261
- 5. 2018 Ford Police Interceptor Utility VIN# 1FMSK8AR9JGA72265
- 6. 2011 Ford Taurus VIN# 1FAHP2DW7BG156044
- 7. 2012 Ford F150 VIN# 1FM5K7B86DGA51152
- 8. 2012 Ford F150 VIN# 1FTEW1CM3CKD71302
- 9. 2012 Ford Explorer VIN# 1FTEW1CM1CKD71301

V. PURCHASE PRICE AND PAYMENT

Total purchase price: \$58,500.00Payment terms: Purchase Order

• Method of payment: Upon Delivery Mail out a check or electronic transaction

VI. DELIVERY

• Delivery date(s) and location(s): Brownsville ISD Police Dept. will be picking up the vehicles.

VII. INSPECTION AND ACCEPTANCE

- The School District shall have the right to inspect the vehicles prior to acceptance.
- Vehicles are sold ["as-is"/with NO warranties as specified].

VIII. LIABILITY AND INSURANCE

- The School District assumes all liability for the vehicles upon acceptance.
- The School District agrees to maintain appropriate insurance coverage for the vehicles.

IX. TERM

This MOU shall commence on the date signed by both parties and shall remain in effect until all obligations have been fulfilled or terminated by mutual agreement.

X. AMENDMENTS

Any amendments or modifications to this MOU must be made in writing and signed by authorized representatives of both parties.

XI. TERMINATION

This MOU may be terminated by either party upon 30 days written notice to the other party.

XII. GENERAL PROVISIONS

- This MOU does not create a partnership, joint venture, or agency relationship.
- Both parties shall comply with all applicable laws, regulations, and policies.

XIII. SIGNATURES

By signing below, the authorized representatives of the parties acknowledge and agree to the terms of this MOU.

Brownsville Independent School	District:
Name: Dr. Jesus H. Chavez	
Title: Superintendent of Schools	
Date:	
City of New Braunfels	
Name:	
Title:	_
Date:	_