

**INTERLOCAL AGREEMENT FOR PURCHASE OF VEHICLES
BETWEEN
MONTGOMERY INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF TOMBALL**

THIS AGREEMENT is hereby entered into on this the 8th _____ day of January _____, 2026, by and between THE CITY OF TOMBALL (hereinafter called "CITY"), a municipal corporation, and THE MONTGOMERY INDEPENDENT SCHOOL DISTRICT (hereinafter called "MISD"), a Texas political subdivision, acting by and through its duly authorized officers, hereinafter called the "board." Pursuant to its actions of a School Board meeting held on January 8th, 2026.

1. PREAMBLE:

WHEREAS, MISD desires to acquire certain goods presently owned by the CITY consisting of one (1) 2015 Ford Interceptor ("Interceptor"), one (1) 2018 Ford Interceptor ("Interceptor"), one (1) 2021 Ford Interceptor ("Interceptor"), one (1) 2017 Chevy Tahoe ("Tahoe") and accessories for use by MISD; and,

WHEREAS, the CITY desires to sell the three Interceptors and one Tahoes; and,

WHEREAS, the CITY and MISD desire to maximize their financial and tangible resources; and,

WHEREAS, Chapter 791 of the Texas Government Code authorizes political subdivisions to enter into Interlocal Agreements and Section 791.025 specifically provides for the purchase of goods by one political subdivision from another; and,

WHEREAS, the CITY and MISD are each political subdivisions of the State of Texas; and

NOW, THEREFORE, in consideration of the covenants, conditions and provisions set forth herein, the parties hereto agree as follows:

- MUTUAL OBLIGATIONS: CITY agrees to sell and MISD agrees to purchase the goods listed below at the corresponding price identified below:

Vehicle Unit Number	VIN Number	Make & Model	Price
Shop #3	1FM5K8AR0FGC16292	2015 Ford Interceptor	\$3,000.00
Shop #4	1GNLCDKC1HR293781	2017 Chevy Tahoe	\$3,000.00
Shop #18-100	1FM5K8AR7JGB12326	2018 Ford Interceptor	\$3,000.00
Shop #21-145	1FM5K8AB3LGB22910	2021 Ford Interceptor	\$3,000.00
TOTAL PURCHASE PRICE			\$12,000.00

- FORM OF PAYMENT: MISD shall pay the CITY the total purchase price of Twelve Thousand Dollars (\$12,000) in the form of a check made payable to the City of Tomball. Payment made by MISD pursuant to this Agreement must be made from current revenues available to MISD in accordance with Texas Government Code §791.011(d)(3).
- DELIVERY OF GOODS: The goods subject of this sale shall be released into MISD's possession upon CITY's receipt of the payment from MISD specified in paragraph 2, above, and the CITY receiving the replacement vehicles.
- ASSIGNMENT: This agreement shall not be assigned by either party unless written authorization is first obtained from other party.
- ENTIRE AGREEMENT: This agreement contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon to date, and no other agreements of prior date, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto. It is the intent of the parties that neither party shall be bound by any term, condition or representation not herein written.
- AMENDMENT: No amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto and approved by the governing parties.
- NON-DISCRIMINATION: Any discrimination by MISD or CITY or their agents or employees, on account of race, color, sex, age, religion, handicap, or national origin in employment practices or in the properties made the basis of this Agreement is prohibited and approved by the governing bodies.
- TEXAS LAW TO APPLY: This agreement shall be construed under and in accordance with the law of the State of Texas and all obligations of the parties created hereunder are performable in Harris County, Texas.
- FORCE MAJEURE: Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or

prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations, under this agreement, written notice shall be provided to the other party within three (3) days.

11. CAPTIONS: The captions contained in the agreement are for the convenience of references only and in no way limit or enlarge the terms and conditions of this agreement.

12. AUTHORITY: The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their governing bodies.

WITNESS, the signatures of the parties, hereto, in duplicate originals of the _____ day of _____, 2026.

ATTEST: **CITY OF TOMBALL**

By: _____
David Esquivel, City Manager

MONTGOMERY INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Mark Ruffin, Superintendent of Schools