

**INTERLOCAL AGREEMENT FOR PURCHASE OF VEHICLES  
BETWEEN  
WALLER-HARRIS ESD 200  
AND  
THE CITY OF TOMBALL**

**THIS AGREEMENT** is hereby entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between THE CITY OF TOMBALL (hereinafter called "CITY"), a municipal corporation, and WALLER-HARRIS EMERGENCY SERVICES DISTRICT 200 (hereinafter called "ESD 200"), a Texas political subdivision, acting by and through its duly authorized officers, hereinafter called the "commissioners." Pursuant to its actions of a Commissioners meeting held on \_\_\_\_\_, 2022.

1. PREAMBLE:

**WHEREAS**, ESD 200 desires to acquire certain goods presently owned by the CITY consisting of one (1) 2011 Chevy Tahoe ("Tahoe") and accessories for use by ESD 200; and,

**WHEREAS**, the CITY desires to sell the Tahoe; and,

**WHEREAS**, the CITY and ESD 200 desire to maximize their financial and tangible resources; and,

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

**WHEREAS**, the CITY and ESD 200 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:

2. MUTUAL OBLIGATIONS: CITY agrees to sell and ESD 200 agrees to purchase the goods listed below at the corresponding price identified below:

**Vehicle**

<b><u>Unit Number</u></b>	<b><u>VIN Number</u></b>	<b><u>Make &amp; Model</u></b>	<b><u>Price</u></b>
Shop #11-018	1GNLC2E07BR304733	2011 Chevy Tahoe	\$10,000.00

TOTAL PURCHASE PRICE            \$10,000.00

3. FORM OF PAYMENT: ESD 200 shall pay the CITY the total purchase price of Ten Thousand Dollars (\$10,000) in the form a check made payable to the City of Tomball. Payment made by ESD 200 pursuant to this Agreement must be made from current

revenues available to ESD 200 in accordance with Texas Government Code §791.011(d)(3).

4. DELIVERY OF GOODS: The goods made the subject of this sale shall be released into ESD 200's possession upon CITY's receipt of the payment specified in paragraph 2, above.
5. ASSIGNMENT: This agreement shall not be assigned by either party unless written authorization is first obtained from other party.
6. 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.
7. 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.
8. NON-DISCRIMINATION: Any discrimination by ESD 200 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.
9. 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.
10. 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 \_\_\_\_\_, 2022.

**ATTEST:**

**CITY OF TOMBALL**

By: \_\_\_\_\_  
David Esquivel, City Manager

**WALLER-HARRIS ESD 200**

By: \_\_\_\_\_  
Tim Gibson, ESD Director