

**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 _____ day of _____, 2024, 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 _____, 2024.

1. PREAMBLE:

WHEREAS, MISD desires to acquire certain goods presently owned by the CITY consisting of one (1) 2018 Ford Interceptor ("Interceptor"), three (3) 2019 Ford Interceptors ("Interceptor"), two (2) 2020 Chevy Tahoes ("Tahoe") and accessories for use by MISD; and,

WHEREAS, the CITY desires to sell the four Interceptors and two 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 #18-101	1FM5K8AR6JGB12270	2018 Ford Interceptor	\$3,000.00
Shop #19-111	1FM5K8AR7KGB54528	2019 Ford Interceptor	\$3,000.00
Shop #19-113	1FM5K8AR9KGB54529	2019 Ford Interceptor	\$3,000.00
Shop #19-114	1FM5K8AR5KGB54530	2019 Ford Interceptor	\$3,000.00
Shop #20-124	1GNLCDECXLR258564	2020 Chevy Tahoe	\$3,000.00
Shop #20-125	1GNLCDEC9LR258197	2020 Chevy Tahoe	\$3,000.00

TOTAL PURCHASE PRICE \$18,000.00

- FORM OF PAYMENT: MISD shall pay the CITY the total purchase price of Eighteen Thousand Dollars (\$18,000) 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.

