

INTERLOCAL AGREEMENT BY AND BETWEEN THE TEXAS CITY INDEPENDENT
SCHOOL DISTRICT AND GALVESTON COUNTY

THE STATE OF TEXAS }

COUNTY OF GALVESTON }

This agreement, made and entered into by and between the Texas City Independent School District ("TCISD"), acting through its School Board, and Galveston County, acting through its Commissioner's Court;

WITNESSETH:

WHEREAS, Chapter 791, Texas Government Code, authorizes local governments to contract with each other for the purchase of goods and services; and

WHEREAS, Galveston County desires to purchase certain goods from TCISD; and

WHEREAS, TCISD agrees to sell certain goods to Galveston County;

NOW THEREFORE, in consideration of the mutual covenants and considerations herein expressed and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I.

- 1.1. Galveston County agrees to purchase a 2018 Ford Explorer Police Interceptor Utility 4-Door SUV (VIN #1FM5K8AR5LGC17446) from TCISD for the amount of \$15,000.00. The unit is outfitted with a K-9 package that will remain. Galveston County will pick up the vehicle from TCISD and the clear title will be provided at that time. This unit has no warranty. Vehicle is currently not being used and the odometer reading is 53,688.
- 1.2. Upon delivery of goods, TCISD shall invoice Galveston County, and payment shall be due 30 days from receipt of invoice.

II.

- 2.1. THE BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER HAS NOT MADE DOES NOT HEREBY MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE CONDITION OF THE GOODS, INCLUDING WITHOUT

LIMITATION, ANY REPRESENTATION OR WARRANTY WHETHER STATUTORY OR IMPLIED WITH RESPECT TO THEIR QUALITY OF MANUFACTURE, MECHANICAL CONDITION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE BUYER HEREBY ASSUMES THE RISK THAT UNFAVORABLE CONDITIONS MAY EXIST ABOUT THE GOODS AND HEREBY RELEASES THE SELLER OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES COSTS OR EXPENSES, WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE CONDITION OF THE GOODS.

THE BUYER BY ACCEPTING TITLE AND OWNERSHIP OF THE GOODS AGREES THAT IT HAS INSPECTED THE SAME, IS AWARE AND KNOWS THAT THE SAME ARE USED, AND THAT BUYER IS RELYING SOLELY ON ITS INSPECTIONS, STUDIES AND TESTS THEREOF IN MAKING ITS DECISION TO ACQUIRE THE GOODS, AND THAT THE BUYER HEREBY ACCEPTS THE GOODS "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY BY THE SELLER.

III.

- (a) Term. Upon delivery and final payment, the term of this Agreement shall expire. The "as-is" provisions will survive.
- (b) Entire Agreement. This Agreement, including any attachments, represents the entire agreement between the Parties, and supersedes any and all prior agreements between the Parties, whether written or oral, relating to the subject of this Agreement.
- (c) Written Amendment. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each Party. No officer or employee of any of the Parties may waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.
- (d) Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the seventh (7th) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed below, or at such other address as the receiving party may have theretofore prescribed by notice to the sending party, and shall be deemed delivered immediately upon delivery by electronic mail.

TCISD
Dio Gonzalez
1700 Ninth Ave N
Texas City, TX 77590

dgonzalez@tcisd.org

Galveston County
Captain Derik Fillmore
601 54th Street
Galveston, TX 77550
Derik.fillmore@co.galveston.tx.us

- (e) Non-Waiver. Failure of any party hereto to insist on the strict performance of any of the Agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- (f) Successors. This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the Parties or any of its officer, agent, or employee.
- (g) No Waiver of Immunity. No party hereto waives or relinquishes any governmental, official, or other immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.
- (h) Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continue in full force and effect.
- (i) No Third Parties Benefit. This Agreement and all activities under this Agreement are solely for the benefit of the Parties and not the benefit of any third party.
- (j) Laws and Venue. Both Parties shall comply with all applicable Federal, State, County, and local laws, ordinances, rules, and regulations pertaining to this Agreement and each party's respective performance thereunder. This Agreement will be interpreted according to the Texas laws which govern the interpretation of contracts. Venue for an action arising under this Agreement shall lie in Galveston County, Texas and be in accordance with the Texas Rules of Civil Procedure.
- (k) Warranty. The Agreement has been officially authorized by the governing body of each party, and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute the Agreement and to legally bind their respective party to this Agreement.

- (l) Non-Assignment. Neither this Agreement, nor any interest therein, is assignable or transferrable, in whole or in part, directly or indirectly, without the prior consent of the respective Party; however, this Agreement is binding upon the parties to this Agreement and their respective heirs, successors, and assigns.
- (m) Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either Party in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

This Agreement takes effect on the date of final execution by both parties ("Effective Date").

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

By: Meli Duarte

Date: 2-12-28

GALVESTON COUNTY

By: _____

Date: _____



2018 Ford Explorer Pricing Report

Style: Limited Sport Utility 4D

Mileage: 53,688

KBB.com Consumer Rating: 4.2/5

Vehicle Highlights

Fuel Economy: City 16/Hwy 22/Comb 19 MPG

Transmission: Auto, 6-Spd SelectShift

Engine: V6, 3.5 Liter

Drivetrain: 4WD

Country of Assembly: United States

Country of Origin: United States

EPA Class: Standard Sport Utility Vehicles

Max Seating: 7

Doors: 4

Body Style: Sport Utility

Trade in to a Dealer



Valid for **ZIP code 77539** through **02/19/2025**