

● Pending Executed Copy

INTERLOCAL AGREEMENT FOR PURCHASE OF VEHICLES
 BETWEEN
 THE LAREDO INDEPENDENT SCHOOL DISTRICT
 AND
 THE TEXAS DEPARTMENT OF PUBLIC SAFETY

This Agreement is hereby entered into on this the _____ day of _____, 2003, by and between the TEXAS DEPARTMENT OF PUBLIC SAFETY (hereinafter called "TDPS"), an agency of the State of Texas, the LAREDO INDEPENDENT SCHOOL DISTRICT, a Texas political subdivision (hereinafter called "District"), acting by and through its Board of Trustees and Superintendent pursuant to its actions of Board Meeting held on _____, 2003.

1. PREAMBLE

WHEREAS, District desires to acquire certain goods consisting of four (4) vehicles and accessories for use by its police department; and,

WHEREAS, TDPS desires to sell certain used goods; and,

WHEREAS, TDPS and District 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, TDPS and District 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:

TDPS agrees to sell and District agrees to purchase the goods listed below at the corresponding price identified below:

<u>Vehicles</u>			
<u>Unit Number</u>	<u>VIN. Number</u>	<u>Make & Model</u>	<u>Price</u>
C95-112	1G1BL52WOSR142886	1995 Chev Caprice	\$3,200.00
C00-562	2G1WF55K4Y9335286	2000 Chev Impala	\$5,300.00
C00-567	2G1WF55K2Y9336064	2000 Chev Impala	\$5,300.00
C00-581	2G1WF55K5Y9338083	2000 Chev Impala	\$5,300.00
		Subtotal	\$19,100.00

<u>Miscellaneous</u>			
(3) Overhead Light Bar	@	\$	200.00
(3) Motorola Syntor X9000 radios	@	\$	1,125.00

Subtotal \$ 1,325.00

Total Purchase Price \$20,425.00

3. FORM OF PAYMENT:

District shall pay TDPS the total purchase price in a check made payable to the Texas Department of Public Safety or by cash. Payment made by District pursuant to this Agreement must be made from current revenues available to District in accordance with Tex. Gov. Code § 791.011(d)(3).

4. DELIVERY OF GOODS:

The goods made the subject of this sale shall be released into District's possession upon TDPS'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 be 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 District 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 use of 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 laws of the State of Texas and all obligations of the parties created hereunder are performable in Webb 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 days.

11. CAPTIONS: The captions contained in this agreement are for convenience of reference 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 on this _____ day of July, 2003.

ATTEST: TEXAS DEPARTMENT OF PUBLIC SAFETY

By: _____
(Signature)

(Print Name)

(Title)

THE LAREDO INDEPENDENT SCHOOL DISTRICT

By: _____
(Signature)

(Print Name)

(Title)