

RESOLUTION NO. 2026-39R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FRIENDSWOOD FOR THE PURCHASE OF A 2000 PIERCE LADDER TRUCK, TO BE USED AS A BLOCKER TRUCK, IN THE AMOUNT OF \$99,000.00; AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

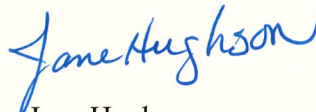
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The Interlocal Agreement with the City of Friendswood, attached hereto, for the purchase of a 2000 Pierce ladder truck, to be used as a blocker truck, in the amount of \$99,000.00, is approved.

PART 2. The City Manager, or her designee, is authorized to execute the Interlocal Agreement on behalf of the city.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on March 3, 2026.



Jane Hughson
Mayor

Attest:



Elizabeth Trevino
City Clerk

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

INTERLOCAL AGREEMENT FOR THE TRANSFER OF A FIRE TRUCK

This Interlocal Agreement for the Transfer of a Fire Truck ("Agreement") is by and between the City of Friendswood, Texas ("Friendswood") and the City of San Marcos, Texas ("San Marcos"), acting by and through their respective authorized officers.

RECITALS:

WHEREAS, Friendswood owns a 2000 Pierce ladder truck with a vehicle identification number of 4P1CT02S6YA000827 (the "Fire Truck"), which is going to be decommissioned once its replacement is secured and put into service in Friendswood; and

WHEREAS, San Marcos desires to purchase the Fire Truck as a blocker truck to be used at the scene of highway accidents to protect emergency responders and others involved in highway emergencies; and

WHEREAS, Friendswood desires to sell the Fire Truck under the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to transfer the ownership of the Fire Truck from Friendswood to San Marcos, for the protection of persons and property at emergency scenes by converting the Fire Truck from an active fire suppression apparatus to a blocker truck for the protection of persons and property as described hereinabove.
2. Term. This Agreement will become effective on the date it is signed by both parties (the "Effective Date").
3. Termination. Either party may terminate this Agreement, with or without cause, by providing fifteen (15) days prior written notice to the other party; provided such notice is given prior to the date the City provides the Bill of Sale to San Marcos in accordance with Section 4.4 hereinbelow.
4. Friendswood's Responsibilities.
 - 4.1 Sale. Friendswood agrees to sell the Fire Truck to San Marcos under the terms and conditions specified herein.
 - 4.2 Warranty. FRIENDSWOOD WARRANTS ONLY THAT IT HAS GOOD TITLE TO FIRE TRUCK AND DISCLAIMS ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.
 - 4.3 Notice of Decommissioning. Within fifteen (15) days of Friendswood's decommissioning of the Fire Truck, Friendswood shall give written notice thereof to San Marcos.

Decommissioning shall include, but not be limited to, the removal of all emblems of the Friendswood Volunteer Fire Department from the Fire Truck.

- 4.4 Title. Friendswood shall provide San Marcos with title to the Fire Truck along with a bill of sale, which shall be in the form that is attached hereto as Exhibit "A" (the "Bill of Sale") on the Date of Delivery, as defined hereinbelow.
- 4.5 Insurance. Friendswood shall continue to maintain insurance on the Fire Truck to protect against any damage until the Date of Delivery. Upon Delivery, San Marcos shall bear responsibility to include the Fire Truck on any applicable insurance policies to protect against negligence or other damage during transit to San Marcos.

5. San Marcos's Responsibilities.

- 5.1 Purchase. San Marcos agrees to purchase the Fire Truck from Friendswood "AS IS" and "WHERE IS" upon the terms set forth herein. SAN MARCOS UNDERSTANDS AND AGREES THAT THERE ARE NO EXPRESS WARRANTIES OTHER THAN FRIENDSWOOD'S WARRANTY OF TITLE. NO WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, SHALL BE IMPLIED.

- 5.2 Purchase Price. San Marcos agrees to pay NINETY-NINE THOUSAND AND NO/100 DOLLARS (\$99,000.00) (the "Purchase Price") to Friendswood for the purchase of the Fire Truck. Payment shall be made in full within thirty (30) days of the Effective Date by sending a check or money order to:

City of Friendswood
Attn: Accounts Payable
P.O. Box 1288
Friendswood, TX 77549

- 5.3 Transfer. San Marcos, at its sole cost and expense, shall send employees to Friendswood to drive the Fire Truck to San Marcos at a mutually agreeable date and time as determined by Friendswood's Director of Emergency Services and San Marcos's Fire Chief; provided that (i) Friendswood has received payment in full as specified in Section 5.2 and (ii) such date and time (the "Date of Delivery") shall be within sixty (60) days of San Marcos's receipt of written notice from Friendswood in accordance with Section 4.3. Title to and risk of loss of the Fire Truck shall pass to San Marcos on the Date of Delivery.
- 5.4 Registration. Within fifteen (15) days of the Date of Delivery, San Marcos shall cause title of the Fire Truck to be transferred into its name in the motor vehicle records of the Texas Department of Transportation.
- 5.5 Representations and Warranties. SAN MARCOS REPRESENTS AND WARRANTS THAT IT UNDERSTANDS THE NATURE, CHARACTERISTICS, AND LIMITATIONS OF THE FIRE TRUCK, AND IS PURCHASING THE FIRE TRUCK FOR GOVERNMENTAL USE ONLY. SAN MARCOS'S POSSESSION OF THE FIRE TRUCK ON THE DATE OF DELIVERY SHALL BE AN UNQUALIFIED ACCEPTANCE OF AND A WAIVER OF ITS RIGHT TO MAKE ANY CLAIM AGAINST FRIENDSWOOD WITH RESPECT TO THE FIRE TRUCK OR ANY

MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SAN MARCOS ASSUMES ALL RISKS WITH RESPECT TO THE USE OF THE FIRE TRUCK AFTER THE DATE OF DELIVERY.

6. Miscellaneous.

- 6.1 Relationship of Parties. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.
- 6.2 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery, or by facsimile or electronic transmission addressed to the respective party at the following address:
- | | |
|--------------------------------------|----------------------|
| City of Friendswood | City of San Marcos |
| Attn: Director of Emergency Services | Attn: Fire Chief |
| 1600 Whitaker Dr. | 100 Carlson Circle |
| Friendswood, TX 77546 | San Marcos, TX 78666 |
- 6.3 Amendment. This Agreement may be amended by the mutual written agreement of both parties hereto.
- 6.4 Survival. All terms of the Agreement that by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of the Agreement, shall remain in effect and be binding upon San Marcos and Friendswood indefinitely.
- 6.5 Headings. Any heading labels of any of the sections of this Agreement are inserted solely for convenience of reference, shall not constitute a part of the Agreement and shall not otherwise affect the meanings, content, effect or construction of this Agreement.
- 6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 6.7 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Galveston County, Texas.
- 6.8 Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- 6.9 Recitals. The recitals to this Agreement are incorporated herein.
- 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED this _____ day of February, 2026.

CITY OF FRIENDSWOOD, TEXAS

MORAD KABIRI, City Manager

ATTEST:

RAQUEL MARTINEZ, City Secretary

EXECUTED this 3 day of March, 2026.

CITY OF SAN MARCOS, TEXAS



STEPHANIE REYES, City Manager

ATTEST:



ELIZABETH TREVINO, City Clerk

