

# **INTERLOCAL AGREEMENT FOR SALE AND PURCHASE OF 2014 SPARTAN 100' AERIAL APPARATUS**

This Interlocal Agreement for Sale and Purchase of 2014 Spartan 100' Aerial Apparatus (“Agreement”) is entered into by and between the City of San Marcos, Texas (“City”), a Texas home-rule municipality, and Austin Community College District (“ACC”), a Texas junior college district and political subdivision of the State of Texas. The City and ACC may be referred to individually as a “Party” and collectively as the “Parties.”

## **RECITALS**

WHEREAS, the City owns a 2014 Spartan Gladiator / Spartan ERV 100' aerial apparatus, Unit No. 52-631, more fully described in Exhibit A (“Apparatus”);

WHEREAS, ACC desires to acquire the Apparatus for public educational, training, fleet, emergency-services instruction, and related governmental purposes;

WHEREAS, the City desires to sell and transfer the Apparatus to ACC, subject to approval by the San Marcos City Council and any other required City approval;

WHEREAS, ACC desires to purchase the Apparatus, subject to required ACC approval, purchase order processing, funding availability, and execution authority;

WHEREAS, the Parties are local governments authorized to enter into interlocal agreements under Texas Government Code Chapter 791, including provisions allowing local governments to contract with one another and to purchase goods and related services by interlocal agreement;

WHEREAS, the Parties find that this Agreement serves a public purpose and supports the efficient use of public resources by transferring the Apparatus from one public entity to another for continued public use; and

WHEREAS, ACC’s payment under this Agreement shall be made only from current revenues legally available to ACC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated below, the Parties agree as follows:

## **1. Purpose and Authority**

1.1. The purpose of this Agreement is to establish the terms under which the City will sell and transfer the Apparatus to ACC and ACC will purchase the Apparatus from the City.

1.2. This Agreement is entered into under Texas Government Code Chapter 791 and any other applicable authority available to the Parties.

1.3. Each Party represents that it is authorized to enter into this Agreement and that the person signing on behalf of that Party has authority to bind the Party, subject to any required governing body approval.

## **2. Description of Apparatus**

2.1. The Apparatus to be transferred under this Agreement is generally described as follows:

- Year/Make/Model: 2014 Spartan Gladiator / Spartan ERV 100' Aerial Apparatus / Quint
- Unit Number: 52-631
- VIN: 4S7AX2E98EC078517
- Aerial Model: RP100-3-1000
- Aerial Serial Number: 3213182
- Engine Reference: ISX15 CM2350 X101
- Platform Hours: 217.7 as reflected in the October 4, 2025, aerial platform inspection documentation
- Current Location: San Marcos Fire Station 5, 100 Carlson Circle/Road, San Marcos, Texas 78666

2.2. The Apparatus includes only those components, accessories, equipment, records, keys, manuals, and documents specifically listed in Exhibit A or otherwise agreed to in writing by the Parties.

2.3. Unless expressly listed in Exhibit A, the sale does not include personal protective equipment, loose tools, radios, technology equipment, department-specific equipment, or other removable City property.

## **3. Purchase Price and Payment**

3.1. ACC shall purchase the Apparatus from the City for the total purchase price of \$321,000.00 ("Purchase Price").

3.2. The Purchase Price is intended to include all costs. Any additional costs, including title fees, third-party platform fees, transport costs, inspection costs, registration costs, taxes, or other charges, shall be the responsibility of ACC.

3.3. ACC shall issue a purchase order in accordance with ACC's procurement and payment processes after all required approvals have been obtained and this Agreement has been fully executed.

3.4. Unless otherwise agreed in writing, ACC shall pay the City on a Net 30 basis after receipt of a valid City invoice and any required title, transfer, or supporting documentation.

3.5. ACC's payment under this Agreement shall be made from current revenues legally available to ACC.

## **4. Conditions Precedent**

4.1. The City's obligations under this Agreement are subject to approval by the San Marcos City Council, anticipated for consideration on or about July 7, 2026, and any other approval required by City policy or law.

4.2. ACC's obligations under this Agreement are subject to approval by ACC leadership, ACC procurement processing, funding availability, issuance of a purchase order, and any other approval required by ACC policy or law.

4.3. No Party is obligated to complete the transaction until all required approvals have been obtained and this Agreement has been signed by authorized representatives of both Parties.

## **5. Condition of Apparatus; Inspection; No General Warranty**

5.1. ACC acknowledges that it has had the opportunity to inspect the Apparatus, operate or observe operation of the Apparatus, and review available maintenance, repair, pump test, and aerial inspection records provided by the City.

5.2. The City has provided or made available the records listed in Exhibit B, including:

- Aerial platform performance testing documentation dated October 4, 2025;
- Annual NFPA pump test documentation dated July 15, 2025; and
- Cummins engine repair documentation dated May 31, 2023.

5.3. The City has disclosed that the Apparatus may have certain minor issues identified before transfer. Those items, if any, shall be listed in Exhibit D.

5.4. Except as expressly stated in this Agreement, the Apparatus is sold "AS IS, WHERE IS, WITH ALL FAULTS," without warranty of condition, fitness for a particular purpose, merchantability, future serviceability, operational readiness, or continued compliance with any fire apparatus standard.

5.5. The City represents only that, at the time of transfer, it will have authority to transfer the Apparatus and will convey whatever title and ownership interest it has in the Apparatus to ACC, free of any known liens or encumbrances, unless otherwise disclosed in writing before closing.

5.6. ACC is responsible for determining whether the Apparatus is suitable for ACC's intended use, including any training, emergency-services instruction, operational, safety, registration, insurance, or fleet requirements.

## **6. Repairs or Open Items Before Transfer**

6.1. Before transfer, the City shall provide ACC with a written list of any known open repair, inspection, operational, warning-light, maintenance, title, or equipment issues known to the City.

6.2. The Parties shall indicate in Exhibit D whether each listed item will be:

- Completed by the City before transfer;
- Accepted by ACC without completion;
- Adjusted through the Purchase Price; or
- Otherwise addressed by written agreement.

6.3. If the Parties agree that the City will complete any items before transfer, the City shall provide reasonable documentation of completion before ACC takes possession, unless ACC waives that requirement in writing.

## **7. Closing, Title Transfer, and Delivery**

7.1. The Parties shall complete the transaction within ten (10) business days after final approval and execution of this Agreement, unless extended by written agreement.

7.2. Delivery shall occur at San Marcos Fire Station 5, 100 Carlson Circle/Road, San Marcos, Texas 78666, unless the Parties agree to another location in writing.

7.3. At closing, the City shall provide ACC with the documents reasonably necessary to transfer ownership, including title documents, bill of sale, odometer disclosure if applicable, invoice, and any other records required for ACC to title, register, insure, and place the Apparatus into ACC's fleet inventory.

7.4. ACC shall be responsible for transporting the Apparatus after delivery unless otherwise agreed in writing.

7.5. Risk of loss shall remain with the City until ACC takes possession of the Apparatus. Risk of loss shall pass to ACC upon ACC's acceptance of possession.

7.6. ACC shall be responsible for insurance coverage beginning when ACC takes possession of the Apparatus.

## **8. Records and Exhibits**

8.1. The following exhibits are attached to and incorporated into this Agreement:

- Exhibit A: Apparatus Description and Included Equipment
- Exhibit B: Inspection, Testing, and Maintenance Records
- Exhibit C: Purchase Price and Payment Terms
- Exhibit D: Open Items, Repairs, and Transfer Checklist
- Exhibit E: Form of Bill of Sale / Title Transfer Documentation

8.2. If there is a conflict between the body of this Agreement and an exhibit, the body of this Agreement controls unless the exhibit expressly states that it modifies a specific section of this Agreement.

## **9. Public Information and Records**

9.1. The Parties acknowledge that this Agreement and related communications may be subject to the Texas Public Information Act.

9.2. Each Party shall maintain records related to this Agreement in accordance with its applicable records retention requirements.

## **10. No Waiver of Immunity**

10.1. Nothing in this Agreement shall be construed as a waiver of governmental immunity, sovereign immunity, official immunity, or any other defense available to either Party under Texas law.

10.2. No Party agrees to indemnify or hold harmless the other Party except to the extent expressly authorized by Texas law and approved by the indemnifying Party's governing body.

## **11. Independent Public Entities**

11.1. The Parties are independent public entities. Nothing in this Agreement creates a partnership, joint venture, agency relationship, employment relationship, or joint enterprise.

11.2. Each Party is responsible for the acts and omissions of its own officers, employees, agents, and representatives, subject to applicable law.

## **12. Notices**

Notices under this Agreement shall be sent to the following contacts:

### **For the City:**

City of San Marcos  
Attn: Veronica Bradshaw, Purchasing Manager  
630 E Hopkins  
San Marcos, Texas 78666  
Email: VBradshaw@sanmarcostx.gov

With copies to:

Les Stephens, Fire Chief  
City of San Marcos Fire Department  
630 E Hopkins  
San Marcos, Texas 78666  
Email: LStephens@sanmarcostx.gov

Garrett Jordan, Battalion Chief, Support Services  
City of San Marcos Fire Department  
630 E Hopkins  
San Marcos, Texas 78666  
Email: GJordan@sanmarcostx.gov

**For ACC:**

Neil W. Vickers  
Executive Vice Chancellor, Finance & Administration  
6101 Highland Campus Drive  
Austin, Texas 78752  
Email: nvickers@austincc.edu

With copy to:

Carlos Martinez  
Associate Vice Chancellor, Deputy CFO  
6101 Highland Campus Drive  
Austin, Texas 78752  
Email: carlos.martinez@austincc.edu

Austin Community College District  
Attn: D. Kirk Kirkland  
Executive Director, Risk & Fleet Management  
6101 Highland Campus Drive  
Austin, Texas 78752  
Email: kirk.kirkland@austincc.edu

## **13. Term and Termination**

13.1. This Agreement becomes effective on the date it is signed by the last Party to sign.

13.2. This Agreement terminates after completion of the purchase, payment, title transfer, and delivery obligations, unless a provision expressly survives termination.

13.3. Either Party may terminate this Agreement before closing if required approval is not obtained, if funding is not available, if material title or condition issues are discovered, or if the Parties mutually agree in writing to terminate.

## 14. Miscellaneous

14.1. This Agreement is the entire agreement between the Parties regarding the sale and purchase of the Apparatus and supersedes prior oral or written discussions regarding the same subject.

14.2. Any amendment must be in writing and signed by authorized representatives of both Parties.

14.3. This Agreement shall be governed by the laws of the State of Texas.

14.4. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions remain in effect.

14.5. This Agreement may be signed in counterparts and by electronic signature, each of which shall be treated as an original.

## 15. Signatures

CITY OF SAN MARCOS, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

AUSTIN COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

## Apparatus Description and Included Equipment

The Apparatus is described as follows:

- Year/Make/Model: 2014 Spartan Gladiator / Spartan ERV 100' Aerial Apparatus / Quint
- Unit Number: 52-631
- VIN: 4S7AX2E98EC078517
- Aerial Model: RP100-3-1000
- Aerial Serial Number: 3213182
- Engine Reference: ISX15 CM2350 X101
- Platform Hours: 217.7 as reflected in the October 4, 2025 aerial platform inspection documentation
- Current Location: San Marcos Fire Station 5; 100 Carlson Circle, San Marcos, TX. 78666

Included equipment, accessories, manuals, number keys, records, and other items:

1. Hard copy of the owner's manual
2. Keys that fit the apparatus cab doors
3. Full complement of ground ladders
4. (2) Pump intakes – these are built-in

Excluded equipment or items to be removed by City before transfer:

1. All unmounted equipment was removed
2. Knox Box was removed
3. Radio was removed
4. Mobile Data Terminal (MDT) and mounting equipment was removed
5. Wireless Hotspot was removed

# **EXHIBIT B**

## **Inspection, Testing, and Maintenance Records**

The City has provided or made available the following records for ACC's review:

1. Structural Technology, Inc., Performance Testing of Aerial Platforms, San Marcos Fire Department, Unit 52-631, dated October 4, 2025, showing Inspection Result: Pass.
2. Axxcess Hose & Ladder Co. Inc., Annual NFPA Pump Tests, San Marcos Fire Department, dated July 15, 2025.
3. Cummins Southern Plains LLC repair documentation, dated May 31, 2023, relating to engine oil leak, head gasket, gear housing, and related engine repair work.
4. Any additional records provided before closing: None

# **EXHIBIT C**

## **Purchase Price and Payment Terms**

Purchase Price: \$321,000; this includes \$300,000 for the purchase of the apparatus and \$21,000 to be paid by the City of San Marcos to Garage for marketing and securing a buyer for the apparatus.

Payment method: ACC purchase order and City invoice.

Payment timing: Net 30 after ACC receives a valid City invoice and required transfer documentation, unless otherwise agreed in writing.

Additional fees/costs: None, see Purchase Price above for details.

# EXHIBIT D

## Open Items, Repairs, and Transfer Checklist

Known open items disclosed by City: None

Items City will complete before transfer: None

Items ACC accepts as-is: N/A

Transfer checklist:

- City Council approval obtained.
- ACC approval obtained.
- Agreement fully executed.
- ACC purchase order issued.
- City invoice provided.
- Title documents provided.
- Bill of sale provided.
- Keys provided.
- Maintenance/testing records provided.
- Included equipment verified.
- Excluded equipment removed.
- Insurance effective for ACC upon possession.
- Delivery/pickup completed.

# **EXHIBIT E**

## **Form of Bill of Sale / Title Transfer Documentation**

The Parties will attach or use a mutually acceptable bill of sale and title transfer documentation sufficient to transfer ownership of the Apparatus from the City to ACC.

At minimum, the bill of sale should identify:

- Seller: City of San Marcos, Texas
- Buyer: Austin Community College District
- Apparatus: 2014 Spartan Gladiator / Spartan ERV 100' Aerial Apparatus / Quint
- Unit Number: 52-631
- VIN: 4S7AX2E98EC078517
- Purchase Price: \$321,000; this includes \$300,000 for the purchase of the apparatus and \$21,000 to be paid by the City of San Marcos to Garage for marketing and securing a buyer for the apparatus.
- Date of Transfer: To be determined; as soon as practical following approval by the San Marcos City Council and payment by Austin Community College (ACC).
- Condition: As-is, where-is, except as expressly stated in the Agreement
- Authorized signatures for both Parties