

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND THE CITY OF PASADENA

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This Interlocal Agreement (“Agreement”) is entered into on the date indicated below between the City of League City, Texas (“League City”), a municipal corporation and the City of Pasadena (“Pasadena”) and known together as the “Parties”.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, Pasadena owns certain property containing a driving course, tactical range and rifle range (the “Property”) and the League City Police Department desires to use the Property to conduct law enforcement training; and

WHEREAS, the functions and services specified in this Agreement are governmental functions or services that either party to the contract is authorized to perform individually;

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree to the following terms:

TERMS

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2020. This Agreement may be terminated at any time by either party, with or without cause, by giving the other party a minimum of seven (7) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
3. Use of Property.
 - 3.1. Pasadena hereby authorizes the League City Police Department to use the Property for its law enforcement training activities.
 - 3.2. The League City Police Department shall adhere to all the rules and guidelines for use of the Property as set forth by Pasadena.
 - 3.3. League City shall provide training instructors who are certified in the field of law enforcement vehicle operations to conduct the driving training on the driving course.
 - 3.4. League city shall provide training instructions who are certified in in the field of law enforcement firearm training to conduct the training on either the tactical range or the rifle range.

4. Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship. Pasadena shall have no liability to League City for injuries to person or damages to property when the cause of such injuries or damages are the cause of League City negligent use of the Property.

5. Governmental Immunity. Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Pasadena nor League City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents. Furthermore, nothing in this Agreement shall waive or limit the entitlement of any employee or officer of either Party to official or qualified immunity.

6. Amendments. No amendments to this Agreement shall be considered valid by either party unless they are in writing and approved by each party's respective governing body.

7. Miscellaneous Provisions.
 - 7.1. Assignment. No assignment of this Agreement, in whole or in part for any purpose shall be made by either party without the written consent of the other party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.

 - 7.2. Notices. All written notices required by the terms of this agreement shall be in writing and mailed via certified mail to the address set forth below:

If to League City:
 City of League City, Texas
 300 West Walker Street
 League City, Texas 77573
 Attn: City Manager

If to Pasadena:

These addresses and addressees may be changed by either party by notice in writing to the other party.

- 7.3. Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party's authorship of the Agreement or any portion thereof.

- 7.4. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgement shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.
- 7.5. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior Agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject thereof.
- 7.6. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Galveston County, Texas.
- 7.7. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to one and the same instrument.
- 7.8. No Waivers. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
- 7.9. Current Revenues Available and No Tax Revenue. Both parties agree that any payments that are made under this Agreement for government functions or services will be made from current revenues available to the paying party. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.
- 7.10. No Third Party Beneficiary. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third party beneficiary contract.
- 7.11. Force Majeure. If by reason of Force Majeure, the City shall be unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the City, or any other causes not reasonably within the control of the City.

(signature blocks on the next page)

Executed this _____ day of _____ 2019. *(date to be filled in by League City City Secretary)*

THE CITY OF LEAGUE CITY

_ John Baumgartner, City Manager

Attest:

_ Diana Stapp, City Secretary

Approved as to Form:

_ Nghiem V. Doan, City Attorney

THE CITY OF PASADENA

_ (Name, Position)

Attest:

_ (Name, Position)