

**INTERLOCAL AGREEMENT**  
**State of Texas**

This Interlocal Governmental Agreement is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, by and between the City of Houston, hereinafter referred to as “Houston” and the City of League City, hereinafter called “League City.”

**I. Scope and Use**

This agreement sets forth the understanding for League City’s operation and use of an armored vehicle owned by the City of Houston known as and hereinafter referred to as “the Rhino.” The Rhino has the intended use of assisting with law enforcement Special Weapons and Tactics (SWAT) operations. In consideration for League City housing, maintaining, repairing and insuring the Rhino, Houston shall provide the Rhino to League City for its operation and use for the term set forth below, subject however to any conditions, mutual covenants, terms, provisions and conditions contained herein.

**2. Term**

This Agreement shall be for a term of two years commencing upon the date of execution of this Agreement by the parties, subject to termination as set forth herein, and shall be automatically renewed at the end of each term unless either party gives sixty (60) days prior written notice of non-renewal.

**4. Laws and Restrictions**

League City shall comply with all applicable laws, ordinances, restrictions, and regulations as may be required. Violation of any federal, state, county, or city laws, ordinances, and/or regulations now existing or hereafter made may be considered as cause for termination of this Agreement. Any monies spent pursuant to this agreement must be from current revenues

available to the paying party.

**5. Condition of Unit**

League City accepts the Rhino in “as is” condition.

**6. Repairs and Maintenance**

League City is responsible for all repairs and maintenance of the Rhino for the duration of this Agreement. The required repairs and maintenance include, but are not limited to: replacement of parts and labor necessary to keep the Rhino in an operable and safe condition for its intended use.

**7. Conditions and Duties**

7.1 HOUSTON shall make the Rhino available for delivery to LEAGUE CITY, assist in providing training for the appropriate use of the Rhino and accept the Rhino back upon termination of this agreement.

7.2 LEAGUE CITY agrees that it will use the Rhino in a safe manner and only for its generally intended purposes.

7.3 LEAGUE CITY shall ensure that any personnel operating the Rhino have been trained in its operation and functions, that (with the exception of operation incidental to repair) only law enforcement personnel operate the Rhino, and that law enforcement personnel operating the Rhino receive initial training and refresher training at east every two years.

7.4 LEAGUE CITY also agrees that it will not sell, convey, or in any way dispose of the Rhino in a manner which may impair HPD’s ownership interest in the vehicle.

7.5 HOUSTON agrees that LEAGUE CITY may apply paint that is commonly accepted for tactical vehicles to the Rhino, and may also apply League City and LEAGUE CITY

logos to the vehicle. LEAGUE CITY shall make the Rhino available for photographic opportunities designed to increase the public's trust in law enforcement.

7.6 LEAGUE CITY agrees to make the Rhino available to HOUSTON upon request for use in a SWAT operation unless the Rhino is otherwise engaged in operations by LEAGUE CITY.

7.7 LEAGUE CITY agrees to return the Rhino to HOUSTON at the expiration or upon termination of this Agreement.

7.8 HOUSTON will not be liable for any physical injuries or any property damages caused by LEAGUE CITY in its use of the Rhino, including the property of League City, its officials, citizens, agents or employees. Furthermore, HOUSTON will not be liable for any claim or right to compensation accruing from such injuries or damages.

7.9 No other use of the Rhino shall be permitted, other than the rights herein specifically granted.

## **8. Insurance**

8.1 Throughout the term of this Agreement, LEAGUE CITY shall maintain statutory workers' compensation coverage on its employees, and shall carry additional insurance against public liability for injury to persons (including death) and damage to property resulting from or arising out of, or alleged to have arisen from or resulted from, LEAGUE CITY's use of the Rhino. Such insurance policy shall be in an amount not less than the maximum amount of liability exposure to which LEAGUE CITY and HOUSTON are exposed by virtue of Chapter 101 of the Texas Civil Practice and Remedies Code as it currently exists or to which it may be amended.

8.2 LEAGUE CITY shall name HOUSTON as an additional named insured under all insurance policies, with the exception of workers' compensation, and said policies shall provide for thirty (30) days' notice to HOUSTON prior to any cancellation or revision of said policies. Such policies shall be in a form and with an insurance carrier acceptable to HOUSTON. LEAGUE CITY shall provide HOUSTON with a copy of all such insurance policies.

8.3 LEAGUE CITY agrees to waive any right of recovery against HOUSTON for loss or damage to persons or property with respect to the use of the Rhino and to fully cooperate in the defense of the City of Houston and the Houston Police Department in cases of legal action stemming from the use of the Rhino.

8.4 HOUSTON is under no obligation to furnish insurance coverage of any kind covering the Rhino. In addition, in the event of partial or complete inoperable use of the Rhino during the term of this Agreement, HOUSTON shall have no duty or obligation to make any repairs or to otherwise restore the Rhino to an operable unit.

## **9. Use of Proceeds of Insurance**

Any insurance proceeds received by the parties from any insurance on the Rhino will, to the greatest extent practicable, be committed to repairing the Rhino. If the Rhino is incapable of being repaired, such proceeds will be used in replacing the vehicle. If replacement is not viable, the proceeds will be allocated as mutually agreed.

**10. Termination**

Either party reserves the right to cancel this agreement at any time. The party desiring cancellation for must provide the other party with sixty (60) calendar day written notice.

**12. Communications**

The parties agree to mail or fax all communications to the following addresses, unless another address or fax number is provided in writing by either party:

**Houston Police Department:**

Art Acevedo  
Chief of Police  
1200 Travis St., 16<sup>th</sup> Floor  
Houston, Texas 77002  
Fax: (713) 308-1671

**League City Police Department:**

Gary D. Ratliff  
Chief of Police  
555 W. Walker St.  
League City, Texas 77573  
Fax: (281) \_\_\_\_\_

**13. Miscellaneous**

13.1 This agreement constitutes the entire agreement between the parties. No oral representations made prior to or after this agreement's execution will have any force and effect unless they are reduced to writing.

13.2 This agreement may be modified or amended upon the parties' mutual consent as evidenced in writing.

13.3 No waiver by HOUSTON of any default in performance by LEAGUE CITY in the past will constitute a waiver of any subsequent default.

13.4 Any invalidity of any part of this agreement will not cause the remaining parts to be invalid.

13.5 This agreement is governed by the laws of Texas. Venue shall lie exclusively in Harris County, Texas.

EXECUTED on the dates set forth below.

**City of Houston**

\_\_\_\_\_  
Sylvester Turner, Mayor

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

**Houston Police Department:**

\_\_\_\_\_  
Art Acevedo, Chief of Police

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

**City of League City**

\_\_\_\_\_  
Pat Hallisey, Mayor

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

**League City Police Department:**

\_\_\_\_\_  
Gary D. Ratliff, Chief of Police

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