

LOAN OF UTILITY VEHICLES AND SPEED LIMIT SIGN
INTERLOCAL AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SAN PATRICIO

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN MADE THE PARTIES AGREE AS FOLLOW:

Section 1. Parties. This agreement is made and entered into by and between the City of Aransas Pass, Texas (“AP”) and the City of Ingleside, Texas (“Ingleside”).

Section 2. Authority. This agreement is made under the authority of Chapter 791 Texas Government Code.

Section 3. Findings. AP has requested the use of 2 utility vehicles (“UTV”) and one electronic speed limit trailer and Ingleside has agreed to loan these items on the terms and conditions set forth herein. Each party finds that the performance of the Agreement is in the best interests of both parties and that the undertaking will benefit the public.

Section 4. Operational Provisions.

- a. Ingleside will loan AP the use of 2 UTVs and one electronic speed limit trailer.
- b. The UTVs may be used only for patrolling and crowd control during and at the Shrimporee, a public event held annually in and sponsored by AP, and which will be held this year from June 8th through June 10th.
- c. The UTVs may be driven only by full time commissioned peace officers with the AP Police Department.
- d. The UTVs will be picked up by AP at the Ingleside Police Department on June 9th, the day before the event commences, and will be returned to the Ingleside Police Department on June 11th, the first business day after the event ends.
- e. The UTVs must be cleaned and serviced after the Shrimporee ends and before they are returned to the Ingleside Police Department.

- f. The UTVs must be returned in the same condition as they were in when they were picked up.
- g. The UTVs shall, throughout the term of this loan, be under the sole possession, direction, care, control, and supervision of the AP Police Department.
- h. The speed limit trailer will be deployed by the AP Police Department along the roadway of South Commercial, near the event grounds.
- i. The speed limit trailer, throughout the term of this loan, be under the sole possession, direction, care, control, and supervision of the AP Police Department.
- j. The speed limit trailer shall be returned in the same condition as it was received.
- k. The speed limit trailer shall be picked up and returned at the same time as the UTVs.

Section 5. Term. The term of this loan will commence when the UTVs and speed limit trailer are picked up and will end when they are returned.

Section 6. Insurance. AP must obtain and carry the following insurance throughout the term of this agreement and must furnish the Ingleside a Certificate of Insurance evidencing such insurance coverage. The City must be named as an additional or co-insured for all liability policies, bodily injury, death, and property damage and must include general liability and automobile or vehicle liability with combined single limit of \$1,00,000. AP must also carry worker's compensation insurance on the officers driving the UTVs.

Section 7. Indemnification. AP shall indemnify, save harmless and defend Ingleside and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death or property damage which may rise or which may be alleged to have arisen out of or in connection with the use of the UTVs and speed limit trailer by AP. Nothing herein shall be construed as a waiver of either City's governmental and sovereign immunity.

Section 8. Miscellaneous.

- a. Entire Agreement: This Agreement expresses the entire agreement between the parties.
- b. Amendment: Any modification, amendment, or addition to this Agreement shall not be binding upon the parties unless reduced to writing and signed by the persons authorized to make such agreements on behalf of the respective party.

- c. **Applicable Law:** This agreement shall be construed under and in accord with the laws of the State of Texas and all obligations of the parties created herein are performable in Aransas Pass, Texas.
- d. **Binding:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns permitted by the Agreement.
- e. **Severance:** In the event that 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 or unenforceability shall not affect any other provision thereof and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained within.
- f. **Notices:** Any notices shall be delivered to the following address as applicable:

City of Aransas Pass
 600 W. Cleveland Boulevard
 Aransas Pass, Texas 78336
 Attn: City Manager

City of Ingleside
 2671 San Angelo Street
 Ingleside, Texas 78362
 Attn: City Manager

The effective date of this Agreement is the _____ day of _____, 2018.

City of Aransas Pass, Texas

Attest:

 Mary Juarez, City Secretary

 Ram Gomez, Mayor

City of Ingleside, Texas

Attest:

 Kimberly Sampson, City Secretary

 Luis Lamas, Mayor