

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF MISSION, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the ____ day of _____, 2009, by and between **CITY OF MISSION, TEXAS**, hereinafter referred to as “City”, and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City has requested from County the temporary use of various tactical equipment including but not limited to, body armor, blunt trauma plates, helmets, goggles, knee pads, elbow pads, and web belts (collectively the “Equipment”) as more particularly described in Exhibit “A” attached hereto;

WHEREAS, County, through its Sheriff’s Office, has such Equipment available for City to temporarily use and such use by City will not infringe on the effective operation of the Sheriff’s Office;

WHEREAS, City’s Police Department has offered to assist County by providing support and assistance of certain narcotic operations conducted by County inside and outside the city limits of City;

WHEREAS, County would benefit from the assistance offered by City in conducting certain narcotic operations as described herein and desires to accept such offer;

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will loan the Equipment more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes to City for a period not to exceed one (1) year at no cost to City;
2. City agrees to assist County in conducting certain narcotic operations within and in the vicinity of City as requested by County and City agrees to provide such assistance at no cost to County so long as such request for assistance does not interrupt the normal operations of City’s police responsibilities.

3. City shall provide for the safe keeping of the Equipment and shall be responsible for replacement and repair of any Equipment damaged beyond normal wear and tear and shall also be responsible for the replacement value of such equipment should the Equipment be lost or stolen while in the custody of City.
4. City shall be responsible for providing its police officers sufficient training for the use and care of all Equipment loaned by County.
5. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.
9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas
Attention: Rene Ramirez, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

If to City : City of Mission, Texas
Attention: Police Chief Longoria.
1201 E. 8th Street
Mission, Tx 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
13. **Assignment.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
18. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may

terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES and effective as of the day and year first written above.

CITY OF MISSION, TEXAS

Norberto Salinas, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Tactical Equipment

<u>Qty</u>	<u>Item Description</u>	<u>Make</u>	<u>Model</u>	<u>Style</u>	<u>1st Panel Serial Number</u>	<u>2nd Panel Serial Number</u>	<u>Price</u>
1	Tactical Body Armor	Point Blank	H15-4	XWH152	0000419052	0000419051	\$1,535.50
1	Tactical Body Armor	Point Blank	H115-4	TAT-H15	0200567702	0200567702	\$1,535.50
1	Tactical Body Armor	Point Blank	H115-4	TAT-H15	0200567706	0200567706	\$1,535.50
1	Tactical Body Armor	Point Blank	H115-4	TAT-H15	0200620556	0200620556	\$1,535.50
1	Tactical Body Armor	Point Blank	H115-4	TAT-H15	0200567704	0200567704	\$1,535.50
1	Tactical Body Armor	Point Blank	H115-4	TAT-H15	0200567707	0200567707	\$1,535.50
1	Tactical Body Armor	Point Blank	H115-4	TAT-H15	0200567714	0200567714	\$1,535.50
1	Tactical Body Armor	Point Blank	H115-4	TAT-H15	0200567705	0200567705	\$1,535.50
1	Tactical Body Armor	Point Blank	H115-4	TAT-H15	0200567708	0200567708	\$1,535.50
1	Tactical Body Armor	Point Blank	H15-4	XWH152	0000419043	0000419044	\$1,535.50

<u>Qty</u>	<u>Item Description</u>	<u>Make</u>	<u>Model</u>	<u>Style</u>	<u>Serial Number</u>	<u>Price</u>
1	Blunt Trauma Plate	Point Blank	1244-5.6-1	MA0010	0000410699	Trauma Plate included in price of vest
1	Blunt Trauma Plate	Tactical Armor Products	TAP-443	N/A	172	
1	Blunt Trauma Plate	Tactical Armor Products	TAP-443	N/A	177	
1	Blunt Trauma Plate	Tactical Armor Products	TAP-443	N/A	185	
1	Blunt Trauma Plate	Tactical Armor Products	TAP-443	N/A	144	
1	Blunt Trauma Plate	Tactical Armor Products	TAP-443	N/A	161	
1	Blunt Trauma Plate	Tactical Armor Products	TAP-443	N/A	151	
1	Blunt Trauma Plate	Safariland	HCP-4-9409	N/A	185-A	
1	Blunt Trauma Plate	Safariland	HCP-4-9409	N/A	573104	
1	Blunt Trauma Plate	Point Blank	1244-5.6-1	MA0010	0000410697	

* Note: Vests have a 5 year warranty from date of purchase (2000 & 2002). Vest listed are expired and obsolete (no longer in production).

<u>Qty</u>	<u>Item Description</u>	<u>Make</u>	<u>Model</u>	<u>Style</u>	<u>Price Each</u>	<u>Total</u>
10	Tactical Helmets	Gentex	D50243	PASGT	\$249.00	\$2,490.00
10	Tactical Goggles	Hatch	N/A	N/A	\$29.00	\$290.00

<u>Qty</u>	<u>Item Description</u>	<u>Make</u>	<u>Model</u>	<u>Style</u>	<u>Price Each</u>	<u>Total</u>
5	Tactical Knee Pads	Alta	N/A	N/A	\$20.00	\$100.00
5	Tactical Knee Pads	Hatch	N/A	N/A	\$20.00	\$100.00

<u>Qty</u>	<u>Item Description</u>	<u>Make</u>	<u>Model</u>	<u>Style</u>	<u>Price Each</u>	<u>Total</u>
4	Tactical Elbow Pads	Hatch	N/A	N/A	\$20.00	\$80.00
1	Tactical Elbow Pads	Galls	N/A	N/A	\$20.00	\$20.00
5	Tactical Elbow Pads	Alta	N/A	N/A	\$20.00	\$100.00

<u>Qty</u>	<u>Item Description</u>	<u>Make</u>	<u>Model</u>	<u>Style</u>	<u>Price Each</u>	<u>Total</u>
10	Tactical Web Belts	Uncle Mike's	N/A	Side Kick	\$15.25	\$152.50

