

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**Interlocal Cooperation Agreement**

This Interlocal Cooperation Agreement (“Agreement”) for the donation of surplus law enforcement property is made and agreed by and between the City of Allen, Texas (“Allen”), and City of Trenton, Texas (“Trenton”) (collectively “parties”), each acting by and through their respective authorized representatives.

**RECITALS:**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

**WHEREAS**, the governing bodies of Allen and Trenton have authorized this Interlocal Cooperation Agreement; and

**WHEREAS**, Allen owns all rights, title and interest, free and clear of any liens or encumbrances, to the surplus law enforcement property and more particularly described in Exhibit “A” (the “Property”); and

**WHEREAS**, Allen has determined that the Property described in this Agreement is surplus property no longer fit for use by Allen; and

**WHEREAS**, Allen has determined that the Property has no resale value and the costs associated with storing the Property generally exceed the fair market value of the Property; and

**WHEREAS**, Allen desires to donate the Property to Trenton, transferring all rights, title and interest to the Property in accordance with the terms of this Agreement; and

**WHEREAS**, Trenton desires to receive and accept all rights, title and interest in the Property in accordance with the terms of this Agreement immediately upon receipt of the Property; and

**WHEREAS**, any payment that either Party is required to make hereunder shall be made from current, available revenue.

**NOW, THEREFORE**, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## **Article I Purpose**

The purpose of this Agreement is, as described in the foregoing recitals, to evidence the Agreement of the Parties concerning the donation of surplus police property to Trenton in accordance with the terms and conditions set forth herein.

## **Article II Term and Termination**

2.1 **Effective Date.** This Agreement shall be effective on the date it has been signed by the authorized representatives of Allen and Trenton (“the Effective Date”).

2.2 **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall terminate upon final delivery of the Property to Trenton in accordance with the terms set forth herein.

## **Article III Transfer of Property**

3.1 **Conveyance of the Property.** Allen does hereby convey to Trenton all rights, title and interest, free and clear of any liens or encumbrances, in the Property described in Exhibit “A” to this Agreement.

3.2 **Assignment of Warranties.** Allen hereby assigns, sets over and transfers to Trenton, all rights, title and interest in and to any warranties and guarantees issued in connection with the manufacture, construction, purchase, and/or operation, of the weapons (the “Warranties”), to the extent said Warranties are assignable and have not expired as of the date of the Effective Date. In consideration of the foregoing assignment, Trenton hereby assumes and agrees to perform all of the obligations of Allen with respect to the Warranties arising or accruing on and after the date hereof. The Parties understand and agree that no warranty is being created by this Agreement and that in the absence of an existing warranty affecting the Property at the time of purchase, Allen is not creating, assigning or transferring any warranty to Trenton.

3.3 **“As Is” Transfer.** TRENTON ACKNOWLEDGES THAT ALLEN IS DONATING AND TRENTON IS RECEIVING THE PROPERTY AND WARRANTIES, IF ANY, ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT TRENTON IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM ALLEN, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY AND WARRANTIES, IF ANY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.4 **FFL Registration Transfer.** Allen will coordinate with a Federal Firearms License (FFL) holder to record the transfer of the Property with the ATF and will ensure that the serial numbers for all weapons identified in Exhibit A are registered to Trenton. Any and all

costs associated with the FFL registration transfer under this paragraph shall be borne solely by Trenton.

#### **Article IV Miscellaneous**

4.1 **Assignment.** This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

4.2 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States Mail, postage prepaid, certified mail, or by hand-delivery or facsimile transmission addressed to the Party at the address set forth below:

If intended for City of Allen:

City of Allen  
Attn: Peter H. Vargas  
City Manager  
One Allen Civic Plaza  
305 Century Parkway  
Allen, Texas 75013

With copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
1800 Ross Tower  
500 N. Akard  
Dallas, Texas 75201

If intended for Trenton:

Attn: Rodney Alexander  
Mayor  
City of Trenton  
P.O. Box 44  
Trenton, Texas 75490

Any Party may, at any time, by written notice to the other Party, designate different or additional persons or different addresses for getting the notices hereunder.

4.3 **Amendment.** This Agreement may be amended by the mutual written agreement of both Parties hereto.

4.4 **Severability.** In the event any 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, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

4.5 **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties, shall be governed by the laws of the

State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the jurisdiction of said court.

4.6 **Governmental Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights to any Parties not signatory hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party's officers, agents and employees in the execution and performance of this Agreement.

4.7 **Hold Harmless.** Trenton, including its officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests does hereby agree to completely and wholly release and hold harmless Allen, its agents, its officers, independent contractors, employees and all persons natural or corporate, in privity with them or any of them, from any and all claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury (including death), property damage, lawsuits and judgments, court costs, expenses and reasonable attorney's fees, and all other expenses resulting directly or indirectly from the actions, omissions and activities of Trenton relating to Trenton's use of the Property, or which may be sustained by reason of any act or omission on the part of Trenton, its employees, agents and/or contractors, or by anyone acting directly or indirectly employed by any of them, or by anyone for whose acts or omissions may be liable. It is the understanding of all Parties that this release and hold harmless agreement shall apply whether or not the claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury, including deaths, property damage, lawsuits, judgments, court costs, attorney's fees or any other expense arising directly or indirectly from the negligence of whatever nature, omissions, willful or intentional acts of Trenton or Trenton's officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests.

4.8 **Entire Agreement.** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

4.9 **Recitals.** The recitals to this Agreement are incorporated herein.

4.10 **Exhibits.** The exhibits to this Agreement are incorporated herein.

4.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

4.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Peter H. Vargas, City Manager

**Attest:**

By: \_\_\_\_\_  
Shelley George, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF TRENTON, TEXAS**

By: \_\_\_\_\_  
Rodney Alexander, Mayor

## **EXHIBIT A**

### **SURPLUS PROPERTY TO BE DONATED**

[9 Shotguns]

#### **Mossberg 590 (7 shotguns)**

**Brand:** Mossberg

**Model:** 590

**Description:** 12-gauge, pump shotguns

**Serial numbers:**

R835077

R834955

R833908

R835021

R833913

R045207

R834949

#### **Mossberg 590 – Less Lethal Setup (2 shotguns)**

**Brand:** Mossberg

**Model:** 500A

**Description:** 12-gauge, pump shotguns, set up for less lethal bean bag rounds (painted orange)

**Serial numbers:**

P283186

K950093