

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made by and between the City of Mission, Texas hereinafter referred to as "Mission" and the City of Penitas, Texas; hereinafter referred to as "Penitas", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City of Mission is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Penitas is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Penitas is in need of obtaining services for the temporary housing and detention of prisoners awaiting arraignment or transfer to the Hidalgo County Jail, and

WHEREAS, City of Mission has located within their Police Department Facility holding cells, and

WHEREAS, both parties recognize the need and have a desire to cooperate with each other on all matters related to Law Enforcement

WHEREAS, City of Mission and City of Penitas are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas government Code 791.001 et seq.; (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. Purpose.

1.1 The purpose of this agreement is for the temporary housing and detention of Penitas prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Mission agrees to make use of their holding cells for prisoners of the City of Penitas subject to availability of space based on their facility's capacity, and as provided herein.

2. Term and Termination.

2.1 The term of this agreement is for a period of One (1) year commencing on October 1, 2021 and ending at midnight on September 30, 2022, unless otherwise agreed to by the parties in writing. If any party desires to extend the term of this agreement, said party must notify the other party in writing of such request at least sixty (60) days prior to the expiration of the term. Any agreement to extend must be in writing.

2.2 Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

3. *Processing and Housing.*

3.1 Mission agrees to process and temporarily confine persons arrested ("prisoners") by a Penitas peace officer at a cost of **Fifty-Four Dollars (\$54) per prisoner per day**. The day the prisoner is "booker in" will be counted and charged. This cost will include detention, transportation and meal costs. Mission agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.

3.2 Penitas agrees to transport prisoners to the Mission Police Department Jail and to assist Mission Police Department personnel in processing said prisoners.

3.3 The length of confinement shall not exceed a twenty-four (24) hour period per prisoner. Within the 24 hour confinement period, Penitas shall make all necessary arrangements to transport said prisoners out of the Mission Police Department Jail Facility.

3.4 Mission agrees to provide the same level of care and security for Penitas prisoners as they do for their own prisoners.

3.5 Mission agrees to notify Penitas as soon as possible of any issues involving Penitas' prisoners including but not limited to health, safety and general condition of the prisoners, while housed in the Mission jail facility.

3.6 City of Penitas agrees that the Penitas personnel involved in delivering and retrieving prisoners from the Mission facility shall at all times adhere to Mission rules and procedures in place pertaining to the detention of prisoners.

3.7 City of Penitas agrees to reimburse Mission for any reasonable costs incurred in the care and housing of the prisoners. All reimbursements shall be as provided in this agreement.

3.8 If requested by Mission, Penitas will relocate any Penitas prisoners that the Mission Police department determines is being unruly or disruptive or might cause harm to, or be harmed by, any other prisoner. Penitas further agrees to relocate any Penitas prisoners that the Mission Police department is unable to accommodate for health, safety or crowded conditions.

3.9 Mission reserves the right to refuse to accept for processing or temporary confinement any prisoner, pursuant to this Agreement, when in its judgment it is unable to perform hereunder by reason of temporary understaffing, temporary overcrowding, the condition of the prisoner, or any other reason as determined by Mission.

4. *Use of Intoxilyzer.*

4.1 Upon request of Penitas peace officer, Mission agrees to provide use of an intoxilyzer instrument for any prisoner charged with the offense of Driving While Intoxicated. If the Penitas peace officer is not certified or trained to use the intoxilyzer, Mission agrees to provide a certified peace officer to administer the breath test. A Penitas peace officer shall remain present at all times during the use of the intoxilyzer instrument.

5. *Medical Treatment.*

5.1 Mission reserves the right to refuse to accept for processing any prisoner who is reasonably believed to be injured or sick until appropriate and necessary treatment has been provided by a physician or hospital and said person has been released thereby and determined to be physically capable of jail confinement. Arrangements for such treatment and the cost thereof shall be the responsibility of Penitas.

5.2 In the event that a prisoner has been accepted for processing pursuant to this Agreement and is thereafter determined to require medical treatment and/or hospitalization, Penitas agrees that it will make the same available to any such prisoner. Mission agrees to notify Penitas of any such circumstance and in emergency situations, shall transport the prisoner to the proper medical facilities, and Penitas agrees to relieve Mission within thirty (30) minutes of transport. Any such emergency treatment and the cost thereof shall be the responsibility of Penitas.

6. Insurance and Indemnification.

6.1 Penitas agrees to notify the City's Insurance Provider, TML, of this agreement and Penitas will provide Mission proof that TML has been notified. Penitas further agrees to indemnify and hold harmless the City of Mission for any legal action arising from any complaints, law suits, or civil complaints brought about by any prisoners housed under the terms and conditions of this agreement, unless a proper investigation determines that any agent or employee of the City of Mission acted illegally or contrary to approved Mission policies, rules, regulations or commonly accepted practices.

7. Other Terms.

7.1 *Conflict with applicable Law.* Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this 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.

7.2 *No Waiver.* No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.3 *Entire Agreement:* This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of Penitas and City of Mission and not otherwise.

7.4 *Texas Law to Apply.* This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.5 *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 the City of Mission:

Attn: Randy Perez, City Manager
1201 E. 8th St.
Mission, Texas 78572

If to City of Penitas:

Attn: Omar X. Romero, City Manager
1111 S. Main
Penitas, Texas 78576

Any other 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.

7.6 *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.

7.7 *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.

7.8 *Assignment.* This Agreement shall not be assignable.

7.9 *Headings.* The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

7.10 *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.

7.11 *Authority to Execute.* The performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

7.12 *Governmental Purpose.* Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

7.13 *Severability.* Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken here from, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

[Signature Page to Follow]

WITNESS THE HANDS OF THE PARTIES approved on this the 23rd day of August, 2020 effective Effective as of the 1st day of October, 2021.

City of Mission, Texas

Dr. Armando O’cana, Mayor **Date**

ATTEST:

Anna Carrillo, City Secretary **Date**

City of Penitas, Texas

Rodrigo Lopez, Mayor **Date**

ATTEST:

Yenni Espinosa, City Secretary **Date**