

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF MISSION
AND
CITY OF PALMVIEW**

This Interlocal Agreement ("Agreement") is entered into by and between the CITY OF MISSION, TEXAS (hereinafter referred to as "Mission"), a home-rule municipal corporation under the laws of the State of Texas and the CITY OF PALMVIEW, a home-rule municipal corporation under the laws of the State of Texas (hereinafter referred to as "Palmview") (collectively, the "Parties"), pursuant to the provisions of the Texas Interlocal Cooperation Act (the "Act"), Chapter 791 et seq., Texas Government Code, as follows:

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

WHEREAS, Mission and Palmview are home-ruled municipal corporations as set forth in Texas Government Code §791.003, have the authority to enter into this Agreement and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the Parties desire to enter into an Interlocal Agreement for the housing and care of incarcerated inmates; and

WHEREAS, this Agreement is each Party's best interest and that of the public and this Agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the Parties specify that each Party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

I. PURPOSE

As an emergency service, Mission and Palmview mutually agree that for term(s) established by this Agreement, the City of Mission will house and handle those persons arrested and incarcerated by the Palmview Police Department. This Agreement can be amended, as needed, by agreement of all parties and signing a new document.

II. TERM OF PERFORMANCE

This Agreement shall be effective as of June 24, 2024 and terminate on June 24, 2025, unless otherwise extended by both Parties in writing or an additional one-year period. Any agreement to extend must be in writing, preferably thirty (30) days prior to the expiration of the term. Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

III. RIGHTS AND RESPONSIBILITIES

1. The City of Mission agrees to house and handle those persons arrested and incarcerated by the Palmview Police Department for the term expressed in this Agreement.
2. Unless otherwise ordered by a Judge having jurisdiction, persons will be incarcerated for all charges. Mission Police Department agrees to process and temporarily confine persons arrested ("prisoners") by a Palmview peace officer at a cost of **Fifty-Four Dollars (\$54)** per prisoner per day. The day the prisoner is "booked 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. There shall be no jail service charges for persons arrested and housed in the Mission Police Jail when the person is being held for a federal or state agencies.
4. Palmview Police Department agrees to transport prisoners to the Mission Police Department Jail and to assist Mission Police Department personnel in processing said prisoners.
5. The length of confinement shall not exceed a twenty-four (24) hour period per prisoner. Within the 24-hour confinement period, Palmview shall make all necessary arrangements to transport said prisoners out of the Mission Police Department Jail Facility.
6. Mission agrees to provide the same level of care and security for Palmview prisoners as they do for their own prisoners.
7. Mission agrees to notify Palmview as soon as possible of any issues involving Palmview's prisoners including but not limited to health, safety and general condition of the prisoners, while housed in the Mission jail facility.
8. City of Palmview agrees that the Palmview 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.
9. City of Palmview 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.
10. If requested by Mission, Palmview will relocate any Palmview prisoners that the Mission Police department determines is being unruly or disruptive or might cause harm to, or be harmed by, any other prisoner. Palmview further agrees to relocate any Palmview prisoners that the Mission Police department is unable to accommodate for health, safety, crowded conditions, or any other reason as determined by the Mission Police Chief.
11. Mission reserves the right to refuse to accept for processing or temporary confinement any prisoner, pursuant to this Agreement, when it 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.
12. This Agreement in no way affects jail time credit which may be awarded by the Judge having jurisdiction to any person charged with a Class C misdemeanor.

13. Nothing in this Agreement shall be interpreted as limiting, superseding, or otherwise affecting either agency's normal operations in carrying out its statutory or regulatory duties.

14. PALMVIEW SHALL INDEMNIFY AND HOLD HARMLESS MISSION, ITS AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (HEREINAFTER COLLECTIVELY, THE "CITY") FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREINAFTER ARISE FROM PARTICIPATION IN THIS AGREEMENT. PALMVIEW UNDERSTANDS AND AGREES THAT THIS RELEASE OF LIABILITY DISCHARGES THE CITY FROM ANY LIABILITY OR CLAIM THAT MAY BE FILED AGAINST MISSION WITH RESPECT TO ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, RELATING IN ANY WAY TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM ITS PARTICIPATION WITH ANY SERVICES PROVIDED AS PART OF THIS AGREEMENT, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE CITY, OR OTHERWISE, TO THE FULLEST EXTENT ALLOWED BY LAW.

IV. MISCELLANEOUS

1. **Amendments:** This Agreement may be amended only by a written instrument signed by both parties.
2. **Governing Law:** This Agreement shall be governed by and construed 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.
3. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
4. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
5. **Immunities:** The parties to this Agreement agree that each party, each through its officials, employees, and agents, shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of the event permitted under this Agreement, without waiving any sovereign or governmental immunity available to any party under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
6. **Nature of Relationship.** Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between City and SISD other than what is specifically described within the agreement.
7. **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 any

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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. **Notice:** Except as maybe 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 City: City of Mission
Mike Perez, City Manager
1201 E. 8th St
Mission, Texas 78572

With Copy to: City Attorney's Office
Patricia A. Rigney, City Attorney
1201 E. 8th St
Mission, Texas 78572

If to Palmview: City of Palmview
Michael Leo, City Manager
400 West Veterans Blvd.
Palmview, Texas 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.

9. **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.
10. **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.
11. **Assignment:** This Agreement shall not be assignable.
12. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
13. **Authority to Execute.** The execution and performance of this Agreement by the City and MEDC have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and MEDC in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

APPROVED BY CITY OF MISSION CITY COUNCIL ON _____,
2024. Agenda Item No. _____

CITY OF MISSION

By: _____
NORIE GONZALEZ-GARZA, MAYOR

APPROVED AS TO FORM:

By: _____
Patricia A. Rigney, City Attorney

APPROVED BY CITY OF PALMVIEW CITY COUNCIL _____,
2024. Agenda Item No. _____

CITY OF PALMVIEW

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Attorney for City of Palmview