

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF MISSION AND
CITY OF PALMVIEW**

This Memorandum of Understanding ("MOU") is entered into on the effective date by and between the Agreement Parties shown below:

I. AGREEMENT PARTIES:

City of Mission (Mission), a Texas home-rule municipal corporation under Texas Local Government Code.

City of Palmview (Palmview), a Texas home-rule municipal corporation under Texas Local Government Code.

II. 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.

III. TERM OF PERFORMANCE:

This Agreement shall be effective as of November 1, 2023 and terminate on February 28, 2023, unless otherwise extended by both Parties in writing. 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.

IV. 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 MOU 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 MOU 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 MOU 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 MOU 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.

V. MISCELLANEOUS:

1. NO WAIVE OF SOVEREIGN IMMUNITY: THE PARTIES AGREE THAT THERE IS NOTHING IN THIS MOU THAT IS MEANT TO BE A WAIVER BY MISSION OR PALMVIEW OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT MISSION OR PALMVIEW MAY HAVE BY OPERATION OF LAW.

2. Governing Law and Venue: This MOU Agreement is governed by the laws of the State of Texas and interpreted under Texas law. Proper venue for a claim arising from this MOU will be in a court of competent jurisdiction in Hidalgo County, Texas.

3. Counterparts: This MOU Agreement may be signed by each party individually, and each signature page will be made a part of the original agreement, and all will be considered a single agreement. Any counterpart signature to this MOU that is delivered by fax or email will be considered for all purposes to be good and valid execution and delivery of this MOU.

4. Entire Agreement: This document represents the entire agreement between the Agreement Parties. No prior agreement or understanding oral or otherwise, of the Parties or their agents will be valid or enforceable unless made part of this document.

IN WITNESS WHEREOF, this MOU Agreement has been signed by an authorized representative of each Party, to be effective as of the Effective Date stated herein.

CITY OF MISSION

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Anna Carrillo, City Secretary

CITY OF PALMVIEW

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____