

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, 2022 and ending at midnight on September 30, 2023, 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 "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.
- 3.2 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

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.

WITNESS THE HANDS OF THE PARTIES effective as of the ____ day of _____,
2021.

City of Mission, Texas

Norie Gonzalez Garza, Mayor Date

ATTEST:

Anna Carrillo, City Secretary Date

City of Penitas, Texas

Authorized Official Date

ATTEST:

Yenni Espinoza, City Secretary Date