

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
CITY OF MISSION, TEXAS  
AND THE HIDALGO COUNTY SHERIFF'S OFFICE BY AND THROUGH  
THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **CITY OF MISSION, TEXAS**, hereinafter referred to as "City", and the **HIDALGO COUNTY SHERIFF'S OFFICE** (Sheriff's Office) **BY AND THROUGH THE COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, City has an interlocal agreement with the Sharyland Independent School District ("Sharyland") to provide law enforcement services at Sharyland's various campuses to perform law enforcement functions, the protection of students, and maintenance of a safe learning environment, among other law enforcement purposes (attached hereto and incorporated by reference as Exhibit "A");

**WHEREAS**, Sharyland Pioneer High School Campus and Sharyland North Junior High are outside of the jurisdictional limits of City's Police Department;

**WHEREAS**, City has requested the Sheriff to deputize its officers assigned to Sharyland's campuses outside of City's jurisdictional limits pursuant to their agreement; and

**WHEREAS**, County and Sheriff desire to assist City in its efforts to provide uniformed Texas peace officer(s) for the purpose of addressing law enforcement objectives, reduce school violence and juvenile delinquency behavior within the County of Hidalgo, Texas;

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

1. Sheriff will deputize as Hidalgo County Sheriff's Deputies those officers of City's Police Department that are assigned to Sharyland campuses outside the City's jurisdictional limits. City has designated six (6) peace officers for deputation.
2. During the term of this Agreement, such peace officer at all times shall remain and be treated as an employee of the City and shall be subject to all applicable personnel policies, rules and procedures of the City.
3. City agrees that officers assigned to Sharyland and deputized by Sheriff shall be paid in accordance with the policies, rules and procedures of the City.

4. In addition to the duties identified in City's agreement with Sharyland, City agrees that the County shall not be liable for failure to respond to any incident at a Sharyland campus or facility, or for any civil liability that arises from the furnishing of services to a Sharyland campus.
5. The parties agree that the peace officer(s) assigned will not be required to perform any school administrative duties other than those identified in the agreement attached as Exhibit "A".
6. The parties agree that the peace officer shall perform only those functions in which they are authorized by law to do.
7. City agrees to notify County of any issues concerning unsatisfactory performance by officers assigned to Sharyland and deputized by Sheriff. Upon such notice, County and Sheriff shall have the prerogative to terminate this Agreement upon fifteen (15) days written notice to the City.
8. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of one year. The Agreement will automatically renew for additional one year term(s). Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice.
9. 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 and 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 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.
10. No Waiver. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. Entire Agreement. This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.
12. TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND 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.**

13. 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 City:                   City of Mission, Texas  
                                  Attn: Noreberto Salinas, Mayor  
                                  1201 E. 8<sup>th</sup> St.  
                                  Mission, Texas 78572

With Copy to:               Mission Police Chief, Robert Dominguez  
                                  1201 E. 8<sup>th</sup> St.  
                                  Mission, Texas 78572

If to County:               Hidalgo County, Texas  
                                  Attn: Ramon Garcia, County Judge  
                                  302 W. University Dr.  
                                  Edinburg, Texas 78539

With copy to:               Hidalgo County Sheriff, J.E. "Eddie" Guerra  
                                  Attn: Chief Gabriel Castaneda  
                                  711 El Cibolo Rd.  
                                  Edinburg, Texas 78541

14. 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.
15. 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.
16. 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.
17. Assignment. This Agreement shall not be assignable.
18. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

19. 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.
20. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
21. Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
22. Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
23. No Waiver of Governmental Immunity. Neither County nor City, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that County and City have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.
24. County Not Liable for Actions Directed by City. County and Sheriff shall not be liable to the City or to Sharyland or to any third party for any act or omission of any City (Mission) police officer deputized by Sheriff, while that officer is acting under the direction of any officer, administrator, or employee of City or Sharyland.

WITNESS THE HANDS OF THE PARTIES and effective as of the day and year first written above.

CITY OF MISSION



NORBERTO SALINAS, MAYOR

ATTEST:



Anna Carillo, City Secretary

COUNTY OF HIDALGO, TEXAS

\_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo. Jr., County Clerk

HIDALGO COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
J.E. "Eddie" Guerra  
Hidalgo County Sheriff

Approved as to form:  
Office of Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Josephine Ramirez Solis  
Assistant District Attorney

# EXHIBIT A

## **INTERLOCAL AGREEMENT FOR POLICE SERVICES**

This INTERLOCAL AGREEMENT FOR POLICE SERVICES (Agreement) is made by and between the City of Mission, Texas (Contractor) and the Sharyland Independent School District (Agency) on July 8<sup>th</sup>, 2014.

### **PREMISES**

Whereas, Chapter 79I of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

Whereas, the Texas Education Code §37.081 gives the Board of Trustees of AGENCY the power to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, and

Whereas, the City of Mission, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code § 791.003 (4), and

Whereas, the Sharyland Independent School District is a Texas School District and local governmental entity as set forth in VTCA Government Code §791.003, and

Whereas, the Sharyland Independent School District School Resource Officers and the City of Mission all have the authority to perform law enforcement functions within their respective jurisdictional areas, and

Whereas, the parties are of the opinion that achieving the objectives of law enforcement, the protection of students, and maintenance of a safe learning environment within the Sharyland Independent School District can be facilitated by establishing a cooperative approach to law enforcement and that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract,

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party:

Now therefore, in consideration of the promises and mutual covenants herein contained, it as agreed, under the authority of Section 791.001 – 791.029 of the Texas Government Code, as follows:

## **AGREEMENT**

### **ARTICLE 1. STATEMENT OF WORK:**

CONTRACTOR agrees to perform the following in a good professional manner:

- I. CONTRACTOR shall assign and provide to AGENCY'S campuses six (6) Texas Certified Police Officers during the 2014/2015 school year. Specific campus and time assignments will be mutually agreed to by the Contractor and AGENCY. Time assignments are not limited to any particular time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra curricular activities.
- II. CONTRACTOR shall provide police presence on and around school campuses and all AGENCY property including without limitation traffic enforcement and pedestrian crosswalk policing, etc. The Chief of Police and Superintendent may vary the duties of each officer taking into account the safety of each student, school district employee, and non-school person.
- III. CONTRACTOR shall ensure that assigned officers comply with all departmental policies and procedures, including, but not limited to, city policies and state and federal statutes, procedures, and directives.
- IV. Officers may execute arrest authority.
- V. Officers shall function as Certified Peace Officers of the State of Texas and shall comply with all duties and obligations which they have under state and federal law as licensed peace officers.

### **ARTICLE 2. OBJECTIVES:**

CONTRACTOR with the cooperation of the AGENCY is employed to carry out the purposes of Chapter 37, Texas Education Code, Safe Schools to include, but not limited to the following:

1. Provide a safe learning environment by fulfilling their obligations as licensed peace officers.

2. Serve as a visible deterrent, through their presence and actions as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.
3. Educate faculty in the following:
  - Identification of gangs and their effects
  - Identification of drugs and their effects
4. Participate in other school activities and events when appropriate.
5. Report incidents (in writing) of a delinquent criminal nature to the campus Principal and Operations Commander.
6. Take positive enforcement action as a law enforcement officer when confronted by a violation of Federal Law, State Law and any City Ordinance.
7. Promote and support organizational strategies of the District to address the causes and reduce the fear of crime and social disorder through problem solving tactics and their work as peace officers within the District.

**ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE AGENCY:**

The AGENCY will provide the following to the CONTRACTOR:

1. Office space on campus
2. Access to telephones
3. Administrative and clerical support whenever possible from the campus and central office
4. Supplies and materials within an approved budget, and
5. Other support as requested.

**ARTICLE 4. JURISDICTION AND SCOPE OF DUTES OF EMPLOYED OFFICERS:**

The AGENCY hereby determines that the jurisdiction of any officer exercising the terms under this agreement shall include all territory, within the boundaries of the AGENCY and also all property outside the boundaries of the AGENCY that is owned, leased or rented by or otherwise under the control of the AGENCY. The AGENCY further determines that the Police Officers assigned under this agreement shall have the following powers:

- I.) All the powers privileges and immunities of police officers when working as such for the AGENCY.
- II.) The powers to enforce all laws, including municipal ordinances, and state laws, and may, in accordance with Chapter 52, Texas Family Code take a juvenile into custody.
- III.) The power to enforce any and all laws of the State of Texas and the rules of the AGENCY which have a direct bearing on the safety and welfare of students within the AGENCY.
- IV.) The power, jurisdiction and lawful authority to provide police services under the terms of this agreement even if said police officers are off duty. However, nothing in this agreement shall require any Mission Police Officer to provide police services pursuant to this agreement if off duty.
- V.) With regards to the jurisdiction of police officers exercising their authority in areas owned, leased or rented by or otherwise under the control of the AGENCY not located within the city limits of the CONTRACTOR. Police Officers will exercise their authority and shall detain any juvenile or adult for the violations of state law and then contact the appropriate law enforcement agency having jurisdiction of the AGENCY School in question for the purpose of proceeding forward with the proper reporting and processing of cases to the Hidalgo County Juvenile Probation Department and/or the Hidalgo County District Attorney's Office for prosecution.
- VI.) Any other powers necessary to carry out the effects of Texas Education Code Chapter 37, particularly §37.081.

ARTICLE 5. TERMS AND DATES OF EMPLOYMENT:

The period of performance of the agreement shall commence on the 18<sup>th</sup> day of August 2014 and shall end on the 5<sup>th</sup> day of June 2015. The total number of days for payment will be 186 days. This is based on 177 instructional days and 9 days for in-service, workdays and training. No cost will be incurred or charged on the agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight (8) hour day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

Request for additional police services (i.e. extra-curricular activities, athletics events, social functions, beginning of-school activities, etc.) will be arranged between an individual campus principal or the athletic director and the individual police officer(s). The hourly rate for such services will be as indicated in the AGENCY'S Salary and Benefits Handbook. Expenses for these activities will be paid by AGENCY.

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed \$ 286,480.00 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost. If at any time it is determined by CONTRACTOR that the total cost for performance of said work will be greater than the above estimated cost, then CONTRACTOR shall notify AGENCY of such excess cost, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred nor is CONTRACTOR obligated to perform any such work after such determination until approval of such excess amount.

Cost breakdown:	Salaries:	<u>\$286,480.00</u>
	TOTAL:	<u>\$286,480.00</u>

ARTICLE 8. PAYMENT:

Payment for services will be processed only when proper documentation has been provided to the AGENCY business office for payment. Proper business accounting will be utilized. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 9. MEDIATION:

It is the policy of the State of Texas to encourage resolution of any disputes through alternative dispute resolution procedures such as non-binding mediation. Any dispute between the parties to this agreement which is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider for non binding mediation. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking legal or equitable relief from a court of competent jurisdiction.

ARTICLE 10. VENUE AND JURISDICTION:

The parties acknowledge that exclusive jurisdiction and venue for any action for breach of this agreement shall be Hidalgo County, Texas.

ARTICLE 11. MODIFICATION OF AGREEMENT:

This document constitutes the entire agreement between the AGENCY and CONTRACTOR and may be modified only by written agreement executed by both the AGENCY and CONTRACTOR.

ARTICLE 12. DUTIES:

Officers shall only be assigned duties by the AGENCY which are consistent with their existing obligations as licensed peace officers under state law and which arise pursuant to their employment under Chapter 37, Texas Education Code (Exhibit C).

ARTICLE 13. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the AGENCY NOR CONTRACTOR, via this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the AGENCY and the CONTRACTOR have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 14. CITY NOT LIABLE FOR ACTIONS DIRECTED BY DISTRICT:

CONTRACTOR shall not be liable to the AGENCY or to any third party for any act or omission of any Mission Police Officer while that officer is acting under the direction of any officer, administrator, or employee of the AGENCY.

CONTRACTOR:

City of Mission



Norberto Salinas  
Mayor



Martin Garza Jr.  
City Manager

Attest:

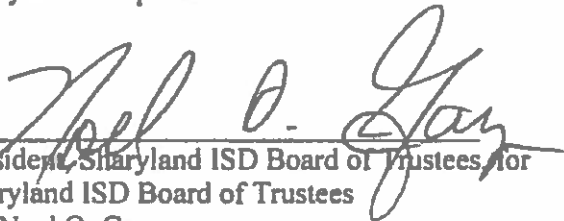


Robert Dominguez  
Chief of Police

Anna Carrillo  
City Secretary

AGENCY:

Sharyland Independent School District



President, Sharyland ISD Board of Trustees for  
Sharyland ISD Board of Trustees  
Dr. Noel O. Garza



Superintendent of Schools  
Dr. Virginia N. Richter



Councilman Plata moved to approve the minutes as presented. Motion was seconded by Councilwoman Ochoa and approved unanimously 5-0.

**3.0 Acknowledge Receipt of Minutes**

- 3.1 Mission Redevelopment Authority – February 24, 2015**
- Mission Tax Increment Reinvestment Zone – February 24, 2015**
- Building Board of Adjustments & Appeals – July 5, 2012**
- Zoning Board of Adjustments – February 18, 2015**
- Planning and Zoning Commission – March 11 & 13, 2015**

Councilman Plata moved to acknowledge the receipt of minutes as presented. Motion was seconded by Councilwoman Ochoa and approved unanimously 5-0.

**4.0 Approvals and Authorizations**

- 4.1 Preliminary Plat Approval: Retama Village Ph. IV Subd., A resubdivision of 7.128 acre tract out of Lot 31, Bentsen Grove Addition “E”, PUD,  
Developer: Rhodes Enterprises, Inc.,  
Engineer: Melden & Hunt, Inc.**

On March 25, 2015 the Planning and Zoning Commission convened and approved the Preliminary and Final Plat for Retama Village Ph. IV Subdivision. The proposed subdivision was the 4<sup>th</sup> phase of the Retama Village Subdivision and was located on the SE corner of Military and Bentsen Palm Drive. The P&Z board unanimously recommended approval as per Staff’s recommendation.

Staff and City Manager recommended approval.

Councilman Plata moved to approve the Preliminary Plat Approval: Retama Village Ph. IV Subd., A resubdivision of 7.128 acre tract out of Lot 31, Bentsen Grove Addition “E”, PUD, Developer: Rhodes Enterprises, Inc., Engineer: Melden & Hunt, Inc., as recommended. Motion was seconded by Mayor Pro Tem Garza and approved unanimously 5-0.

- 4.2 Authorization to enter into an Interlocal Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff’s Office by and through the County of Hidalgo, Texas**

The City of Mission Police Department was requesting authorization to enter into an Inter- local Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff’s Office. The agreement would allow the Sheriff of Hidalgo County to deputize six (6) Mission Police Officers that were currently assigned to the Sharyland I.S.D. School ERO Program. Currently, the Mission Police Department was responsible for ERO services at Sharyland Pioneer High School located at 6 ½ N. Sharyland Road and Sharyland North Junior High School located at 5100 Dove Ave. which was located outside of the jurisdictional limits of the City’s Police Department. This agreement would enable the Mission Police Officers to address law enforcement objectives, reduce school violence and juvenile delinquency behavior within the County of Hidalgo, Texas not only as Mission Police Officers, but as Hidalgo County Reserve Deputies. The added jurisdictional authority was needed for the purpose of submitting criminal cases to the local Justice of the Peace Office, the Juvenile Probation Department and the Hidalgo County District Attorney’s Office.

Staff Recommendation: Staff was respectfully requesting authorization to enter into an Interlocal Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff's Office by and through the County of Hidalgo, Texas.

Staff and City Manager recommended approval.

Councilman O'cana moved to authorize to enter into an Interlocal Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff's Office by and through the County of Hidalgo, Texas, as recommended. Motion was seconded by Councilwoman Ochoa and approved unanimously 5-0.

#### **4.3 Authorization to accept the masonry repairs of the Mission Public Safety Jail Facility by Joe Williamson Construction Company as complete and final**

The City of Mission Police Department was requesting authorization to accept the masonry repairs of the Mission Public Safety Jail Facility by Joe Williamson Construction Company as complete and final. The City of Mission entered into an agreement with Joe Williamson Construction Company for the purpose of repairing our jail facility. The Mission Police Department contracted Chanin Engineering LLC to oversee the demolition and construction of the jail facility in order to assure that the construction was completed to specifications. The Mission Police Department was in possession of a 132 page report from Chanin Engineering detailing the construction from start to finish. Chanin Engineering LLC in turn as provided a notice of completion and advised that the Mission Public Safety Jail Facility had been reconstructed in accordance with plan specification. The Mission Police Department therefore, requested that the city council accept the aforementioned construction as complete and final.

Staff Recommendation: Staff was respectfully requesting that authorization be granted to accept the repairs to the Mission Public Safety Jail Facility by Joe Williamson Construction Company as complete and final.

City Manager recommended approval.

After a brief discussion Mayor Pro Tem Garza moved to table the item and recommended for the City Engineers to look over the report. Motion was seconded by Councilman O'cana and approved unanimously 5-0.

#### **4.4 Budget Amendment – Federal Sharing Fund**

Randy Perez Finance Director presented the budget amendment BA-2015-40 to the City Council for approval.

Staff and City Manager recommended approval.

Councilman O'cana moved to approve budget amendment BA-2015-40, as recommended. Motion was seconded by Councilman Plata and approved unanimously 5-0.

#### **4.5 Authorization to award bid for Steel Fence at South Police Station**

On December 15, 2014 City Council gave authorization to solicit bids for steel fence at South Police Station. The City of Mission had accepted and opened four (4) bid responses for this