



**U.S. Immigration
and Customs
Enforcement**

January 5, 2016

Hidalgo County Sheriff's Department
Sheriff Eddie Guerra
PO Box 1228
Edinburg, Texas 78540

Re: Memorandum of Understanding

Sheriff Guerra,

Greetings on behalf of the Port Isabel Detention Center (PIDC) located in Los Fresnos, Texas, part of the Lower Rio Grande Valley. PIDC is owned by Immigration and Customs Enforcement (ICE) and houses adult immigration detainees.

The Department of Homeland Security has established operating guidelines that all ICE detention facilities must adhere to and are known throughout our Agency as the Performance Based National Detention Standards. These standards are operating guidelines that all ICE detention facilities must adhere to, for the safety of our detained population and our staff.

One of those standards, Emergency Plans, involves the emergency evacuation of PIDC in the event of a declared emergency. An emergency could range from a disturbance to adverse weather conditions, such as a hurricane.

We are mandated to establish a Memorandum of Understanding (MOU) with local, county, state, and federal law enforcement agencies, county jails, and hospitals. An MOU is a Contingency Plan that will be in place between your Agency and ICE which will be a cooperative agreement amongst us in the event of an emergency evacuation of PIDC is necessary and your assistance may be required.

The goal of this MOU is to be prepared to control any emergency situation that could result during our evacuation through your area of jurisdiction which may result in the possibility of endangering the lives, property and disrupting the normal way of life amongst your community.

In the history of PIDC, our only documented evacuations have been due to threatening adverse weather conditions (hurricanes) and fortunately those have been few. We have managed, through the cooperation of established MOUs and dedicated professionals as you, to

Memorandum of Understanding
Page 2

successfully achieve them without any disruption to any community along our designated routes.

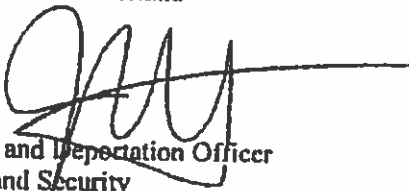
Our emergency evacuation plan dictates that in the event an evacuation is ordered, we will proceed to evacuate PIDC via a predetermined route, traveling through many city and county jurisdictions that may or may not involve your area. But in the event we do, you will be notified in advance of our expected arrival through your area and a request may be made to assist us with a safe passage.

Our evacuation convoy usually consists of a large number of ICE Agency buses; led and followed by marked and unmarked ICE vehicles, all driven by armed ICE officers. The convoy, with an estimated twenty to twenty-five Agency buses and approximately ten to twelve other vehicles, transporting approximately seven hundred to one thousand detainees, may travel through your area via a pre-determined route.

In order to avoid any delays while traveling through your area of jurisdiction, I am respectfully requesting that as part of this MOU, you be prepared to provide assistance if requested. Your assistance will probably be just in escorting our convoy through your jurisdiction, ending at the exiting of your jurisdiction, at which time other neighboring law enforcement agencies have agreed to assist us through their perspective areas of jurisdiction.

Please accept and acknowledge this faxed copy of this MOU by signing the acknowledgement page and faxing it back to (956) 547-1833. If requested an original copy will be forwarded to your attention at the above noted address. If you or anyone of your staff has any questions and/or concerns, please contact me at (956) 547-1764 or on my cell phone at (956) 433-6622.

Respectfully,
Ensuring the Security of the Homeland


Jerardo Martinez
Supervisory Detention and Deportation Officer
Department of Homeland Security
Immigration and Customs Enforcement
Port Isabel Detention Center
27991 Buena Vista Blvd.
Los Fresnos, Texas 78566
(956) 547-1764

Department of Homeland Security
Immigration and Customs Enforcement

**Memorandum of Understanding
Acknowledgement**

Please acknowledge this request of mutual cooperation by signing below.

Mr. Eddie Guerra
Name

Sheriff
Title

Signature

Date

Hidalgo County Sheriff's Department
Agency Name

**Department of Homeland Security Immigration and Customs Enforcement
PIDC Emergency Evacuation Plan Memorandum of Understanding
Addendum**

1. **INDEMNIFICATION:** TO THE EXTENT PERMITTED BY FEDERAL LAW AND THE CONSTITUTION OF THE UNITED STATES, DHS ICE SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY COUNTY UNDER THIS AGREEMENT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE DHS ICE, ITS AGENTS OR EMPLOYEES.
2. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to DHS ICE. County agrees, however, to use reasonable 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).
3. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
4. **Independent Contractor.** It is expressly agreed that this Agreement and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the services, if any, provided by DHS ICE, and that DHS ICE is an independent contractor under this Agreement.
5. **Additional Instruments' and Documents.** County and DHS ICE 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.
6. **Mutual Indemnification.** Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

COUNTY OF HIDALGO, TEXAS:

By: _____
Ramon Garcia, County Judge

Date

HIDALGO COUNTY SHERIFF

By: _____
J.E. "Eddie" Guerra, Sheriff

Date

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date

DHS-IMMIGRATION AND CUSTOMS ENFORCEMENT:

By: _____
Jesús Martínez

Date: 1/27/16

APPROVED AS TO FORM:
Hidalgo County Office of Criminal District Attorney
Ricardo Rodriguez Jr.,

By: _____
Josephine Ramirez Solis, Assistant DA

Date: _____