

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, CITY OF MCALLEN, CITY OF PALMHURST, CITY OF ALTON, HIDALGO COUNTY, TEXAS, CONCERNING IMPLEMENTATION OF THE MISSION POLICE DEPARTMENT FIRST OFFENDER PROGRAM.

THIS agreement is made on this _____ day of _____, 2017 by and among the CITY OF MISSION, TEXAS, hereinafter referred to as "MISSION", the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", the CITY OF PALMHURST, TEXAS, hereinafter referred to as "PALMHURST", the CITY OF ALTON, TEXAS, hereinafter referred to as "ALTON", the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows, and with the consent and approval of the HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE:

WITNESSETH:

WHEREAS, MISSION, MCALLEN, PALMHURST and ALTON are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, The Texas Family Code Section 52.031 allows law enforcement agencies to adopt a First Offender Program for Juveniles between the ages of 10-16 years of age;

WHEREAS, MISSION Police Department desires to create and implement the First Offender Program within the jurisdictional limits of MISSION; and

WHEREAS, MCALLEN, PALMHURST, ALTON, COUNTY desire to participate in said program, to the extent that the 'first time offense' is committed on school campus grounds located within the jurisdictional limits of the entity;

WHEREAS, MISSION, MCALLEN, PALMHURST, ALTON, COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and;

Purpose The purpose of this Agreement is to define the roles and obligations of the entities involved in the operation of the Mission Police Department First Offender Program ("program").

Duties and Obligations The participating entities, along with the consent and approval of the Hidalgo County Criminal District Attorney's Office, agree to the following duties and obligations of the program:

1. Each entity shall designate a program liaison.
2. Each entity shall maintain and be responsible for the processing and disposition documents for each child referred to the program.
3. The program liaison shall evaluate and determine the eligibility of each Juvenile that is suspected of having committed an eligible offense, as listed on Exhibit B-Mission Police Department First Time Offender Program.
4. If Juvenile is determined eligible, the liaison shall notify, in writing, MISSION First Offender Specialist of said eligibility.
5. MISSION shall complete the enrollment of said Juvenile into the Program. MISSION shall explain the program criteria to the Juvenile and Parent/Guardian. The child and the parent, guardian, or other custodian of the child must consent to participation by the child in the first offender program. MISSION shall deliver written notice to the parent, guardian, or other custodian of the child that the child has been referred for disposition under the first offender program. The notice must:
 - (a) state the grounds for taking the child into custody or accusing a child of an offense described in Subsection (a)(2);
 - (b) identify the law enforcement officer or agency to which the child was referred;
 - (c) briefly describe the nature of the program; and
 - (d) state that the child's failure to complete the program will result in the child being referred to the juvenile court or a court of competent criminal jurisdiction.
6. All entities agree that a child referred for disposition under the first offender program may not be detained in law enforcement custody.
7. Upon completion or termination of the program, MISSION shall notify the entity liaison. If the Juvenile has successfully completed the program, MISSION, with the cooperation of the referring entity, shall proceed with the

general procedures as outlined in Exhibit A. The entity liaison or other designated individual, may request to participate in the destruction/removal procedures.

8. Upon unsuccessful completion of the program by the Juvenile, MISSION shall notify the respective entity liaison. The entity liaison shall immediately, and not later than 3 business days, refer the Juvenile to juvenile court or a court of competent criminal jurisdiction. Unsuccessful completion shall include the following:

- (a) the child fails to complete the program;
- (b) the child or the parent, guardian, or other custodian of the child terminates the child's participation in the program before the child completes it; or
- (c) the child completes the program but is taken into custody under Section 52.01 of the Texas Family Code, before the 90th day after the date the child completes the program for conduct other than the conduct for which the child was referred to the first offender program.

Term and Termination. This Agreement shall be for a term of one (1) year beginning on the last date of execution ("Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the same terms and conditions herein. A participating entity may terminate its participation in this program by providing thirty (30) days written notice to MISSION.

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 this Agreement and any present or future law, 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(s) 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.

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.

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 both parties, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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 such addresses as may have been theretofore specified by written notice delivered in accordance herewith.

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.

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 to convenient to effectuate and carry out the terms of this Agreement.

Authority to Execute. The execution and performance of this Agreement by the entities have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.

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.

Executed this the ____ day of _____, 2017

CITY OF PALMHURST, TEXAS

By: _____
Ramiro Rodriguez, Jr., Mayor

ATTEST:

City Secretary, City of Palmhurst

By: _____
Michael Vela, Chief of Police

Executed this the ____ day of _____, 2017

CITY OF ALTON, TEXAS

By: _____
Salvador Vela, Mayor

ATTEST:

City Secretary, City of Alton

By: _____
Enrique Sotelo, Chief of Police

CONSENT AND APPROVAL BY:

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

By: _____
Ricardo Rodriguez, Jr., District Attorney

Executed this the 14 day of June, 2017

CITY OF MISSION, TEXAS

By: [Signature]
Norberto "Beto" Salinas, Mayor



ATTEST:

[Signature]
City Secretary, City of Mission

By: _____
Roberto Dominguez, Chief of Police

Executed this the ____ day of _____, 2017

CITY OF MCALLEN, TEXAS

By: _____
James E. Darling, Mayor

ATTEST:

City Secretary, City of McAllen

By: _____
Victor Rodriguez, Chief of Police

Executed this the ____ day of _____, 2017

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

County Clerk, Hidalgo County

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