

STATE OF TEXAS §
COUNTY OF HIDALGO §
 §

INTERLOCAL COOPERATION AGREEMENT BETWEEN TROPICAL TEXAS BEHAVIORAL HEALTH AND COUNTY OF HIDALGO, TEXAS, ACTING BY AND THROUGH THE OFFICE OF CONSTABLE PRECINCT 4 IN RELATION TO SAFETY AND SECURITY SERVICES

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, regarding law enforcement services provided through the cooperation of municipalities, counties, and certain other local governments between **Tropical Texas Behavioral Health, hereinafter referred to as TTBH**, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon’s Texas Codes Annotated, Health and Safety Code, §534.001 and the **Hidalgo County Commissioner’s Court acting by and through the Office of Constable, Precinct 4**, referred to as the participating law enforcement agency. Collectively, governmental units are referred to as the “Parties”.

WHEREAS, TTBH seeks to increase the safety and security for any person served by TTBH, employed by TTBH or otherwise on the premises of the TTBH facility referenced below; and

WHEREAS, TTBH and the participating law enforcement agency have a common interest in reducing crimes committed on TTBH premises within Hidalgo County and providing safety and security for any person served by TTBH, employed by TTBH or otherwise on the premises of TTBH facilities in Hidalgo County; and

WHEREAS, TTBH has requested that a peace officer from the Office of the Constable, Precinct 4, be available to assist the TTBH by responding to emergencies or other exigent circumstances at the TTBH facility referenced below in which the response of a peace officer would be appropriate;

NOW, THEREFORE, TTBH and the participating law enforcement agency, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, TTBH and the participating law enforcement agency agree as follows:

I. Law Enforcement Agency Obligations

1. Office of Constable, Precinct 4 will provide **one (1) commissioned peace officer(s)** to provide safety and security services (hereinafter referred to as “Services”) to TTBH clinic located in Edinburg, TX at the following address:

1901 South 24th Avenue
Edinburg, TX 78539
2. Services will be provided Monday-Friday, 8:00 a.m. to 5:00 p.m. in lieu thereof “at such other times agreed by TTBH and the participating law enforcement agency.”
3. The peace officer assigned by the participating law enforcement agency shall be empowered to enforce the laws of the State of Texas.
4. The peace officer assigned by the participating law enforcement agency must obtain Texas Commission on Law Enforcement (TCOLE) Class #4001 Mental Health Officer Certification within six (6) months of assignment.
5. Nothing in this Agreement limits the authority of a peace officer to act under state law including (1) a citizen’s arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.
6. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of Hidalgo County and shall be subject to all applicable personnel policies, rules and procedures of Hidalgo County.
7. In addition to the duties identified above, the participating law enforcement agency agrees that such peace officer assigned to the TTBH facility shall use his/her best efforts to respond to emergencies or other exigent circumstances which may exist at the TTBH facility during regular or agreed upon hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his/her sole judgement and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. TTBH agrees that the participating law enforcement agency and the County of Hidalgo shall not be liable for failure to respond to any incident(s) at the TTBH facility which fall under the jurisdiction of the primary local Law Enforcement Agency.
8. TTBH and the participating law enforcement agency agree that the peace officer will not be required to perform any TTBH administrative duties required by law, other than those identified herein.
9. **Confidentiality.** Peace officer must maintain confidentiality of information received during the performance of this Agreement, including information which discloses confidential personal

information or identifies any person served by TTBH, in accordance with applicable federal and state laws and TTBH rules.

10. The participating law enforcement agency agrees to notify the administrative office of the TTBH facility when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.
11. The participating law enforcement agency, may, but is not required to, consult with TTBH prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of Hidalgo County personnel shall remain the sole prerogative of the participating law enforcement agency. However, should TTBH believe that the peace officer is not fulfilling his job duties or meeting TTBH's expected performance standards under this Agreement, TTBH shall notify the participating law enforcement agency with specific information regarding such nonperformance. The participating law enforcement agency shall, within fifteen (15) days, correct the unsatisfactory performance. Should the participating law enforcement agency fail to correct or address TTBH's nonperformance concerns, TTBH shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the participating law enforcement agency.

II. TTBH's Obligations

1. **Payment.** The total amount of this Agreement **shall not exceed \$78,349.00 per year** for the cost associated with assigning a peace officer pursuant to the terms and conditions described herein.
2. **Billing.** TTBH agrees to pay participating law enforcement agency on a monthly basis after receipt of an invoice. Such invoices shall be submitted to TTBH's Accounts Payable Department at PO Box 1108, Edinburg, TX 78540 or email to accountspayable@ttbh.org for each month of service, with payment made ten (10) days following receipt of invoice in the Fiscal Department. Payment will be made only based on an approved statement of services rendered by participating law enforcement agency.

III. Miscellaneous

1. **Term.** This agreement shall be effective on **September 1, 2020 and will expire on August 31, 2021**, unless otherwise terminated. This agreement may be extended by mutual written agreement between the parties for up to three (3) one (1) year terms.
2. **Termination of Agreement.** This agreement shall remain in effect until terminated by either party with a thirty (30) day written notice prior to any cancellation. Such written notice shall be mailed to the address designated under **Notice**.

Following written notification of intent to terminate and until the agreed upon date of termination, participating law enforcement agency will continue to have the responsibility to provide services under this agreement and TTBH will continue to have the responsibility to pay for the services in the manner specified in this Agreement.

This Agreement may be terminated immediately by TTBH when the life, health, welfare, or safety of individuals served or its employees is endangered or could be endangered either directly or through peace officer's willful or negligent discharge of its duties under this Agreement.

TTBH and participating law enforcement agency may mutually agree to termination of this agreement at any time.

3. **Amendments.** This Agreement may only be amended by written agreement between participating law enforcement agency and TTBH.
4. **Entire Agreement.** This agreement constitutes the entire agreement of the parties and supersedes any prior understanding or oral or written agreements between TTBH and participating law enforcement agency on the matters contained herein.
5. **Contractor Relations.** All participating law enforcement agency questions, issues, and comments regarding the management of this Agreement shall be directed to:

Hidalgo County Constable Precinct No. 4
Attention: Constable Atancio "J.R." Gaitan
2814 S. Bus. Hwy 281
Edinburg, TX 78539
(956) 383-8560

6. **Notice.** Except as expressly provided herein, any notice required or permitted to be given under this agreement must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

Richard F. Cortez
County Judge
PO Box 1356
Edinburg, TX 78540

Tropical Texas Behavioral Health
PO Box 1108
Edinburg, TX 78540
Attn: W. Terry Crocker
Chief Executive Officer

Copy to:
Hidalgo County Constable Precinct No. 4
Attention: Constable Atanacio "J.R." Gaitan
2814 S. Bus. Hwy 281
Edinburg, TX 78539

7. **Governing Law.** This Agreement is being executed, delivered and shall be performed in the State of Texas; the laws of Texas shall govern its validity, construction, enforcement, and interpretation. Proper venue for any litigation arising from this contract shall be in Hidalgo County, Texas.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the services under this Agreement performed by each party.
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. **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.
12. **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.
13. **Assignment.** This Agreement shall not be assignable.
14. **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
15. **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.
16. **Authority to Execute.** The execution and performance of this Agreement by the parties has been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating law enforcement agency and TTBH in accordance with its terms.
17. **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.

18. **Immunities.** This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.
19. **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.
20. **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 obligation 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.

This agreement shall become effective upon the execution in duplicate originals by all parties as noted below:

HIDALGO COUNTY

TROPICAL TEXAS BEHAVIORAL HEALTH

Richard F. Cortez
Hidalgo County Judge

W. Terry Crocker
Chief Executive Officer

ATTEST

APPROVED AS TO FORM

Arturo Guajardo, Jr.
Hidalgo County Clerk

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

Date: _____

By: _____
Victor M. Garza
Assistant District Attorney