



Mayor Oscar D. Montoya  
Mayor Pro-Tem Joe Martinez  
Commissioner Leonel Benavidez

Commissioner Jacob Howell  
Commissioner Jose M. Gomez  
City Manager Alberto Perez

MERCEDES CITY COMMISSION  
REGULAR MEETING  
MARCH 15, 2022 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS  
400 S. OHIO AVE., MERCEDES, TX 78570

"At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

- 1.) Call Meeting to Order
- 2.) Establish Quorum
- 3.) Invocation
- 4.) Pledge of Allegiance
- 5.) Open Forum-

Maximum length of time of forum is forty-five minutes with individual presentations limited to a maximum of five minutes. The City Commission can take no formal action on any city related matter discussed during the open forum. Persons who wish to participate in this portion of the meeting shall sign up as they arrive, indicating the topic about which they wish to speak. No one will be able to sign up **AFTER 6:20 PM**. The information required for signing up must be completed by that time. No public comments will be allowed during any agenda item unless recognized by the Mayor or if the item requires a public hearing. State your name and address before beginning your presentation.

There can be no comments about specific employees. By Charter, the City Manager is exclusively given authority over personnel matters, including complaints against city personnel. All complaints against city personnel will be addressed pursuant to Mercedes Personnel Policies.

Comments must not be repeated and the Commission is not required to answer any question from the public. Any person who decides to directly question any member of the City Commission will be asked to discontinue their comments. The City Secretary's office representative will be responsible for notifying each presenter that their five-minute time limit has expired.

- 6.) Presentations:
  - A.) Proclamation for Pony League.
- 7.) **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
  - A.) Approval of Minutes for Meeting(s) held March 1, 2022.
  - B.) Approval of Resolution No. 2022-03 accepting Local Border Security Program #4474101
  - C.) Approval of Resolution No. 2022-04 accepting Operation Stonegarden #3172807
- 8.) **City Manager Comments:**
  - A.) Consideration of Softball League for Seniors; B.) Grass Clippings Ordinance Update C.) TCEQ preventive measures
- 9.) **Ordinances/Resolutions:**
  - A.) Discussion and Possible Action on first reading of Ordinance No. 2022-06 regarding water and sewer tapping fees and water right fees.
- 10.) **Management Item(s):**
  - A.) Discussion and Possible Action to approve City Manager going out for competitive bids for the procurement of Police Department vehicles. (City Manager)
  - B.) Discussion and Possible Action to Approve the amendments to Section XXIV Personal Body Camera of the Mercedes Public Safety Department Police Rules and Regulations Policy Manual. (PD)
  - C.) Discussion and Possible Action to Direct City Manager to develop transparency guidelines.
- 11.) **Bids/Contracts**
  - A. Discussion and Possible Action on Approval of T-Mobile for Government GSA Contract for hot spots. (Library Dir)
  - B. Discussion and Possible Action on Approval of Interlocal Cooperation Agreement between the City of Weslaco, Texas and the City of Mercedes, Texas for the temporary housing and detention of Mercedes prisoners. (PD)

**12.) Monthly Department Reports**

**13.) Executive Session: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)**

- A.) Discussion regarding duties and responsibilities of the City Manager - Section 551.074 Texas Gov't Code Annotated - Personnel
- B.) Consultation with Attorney regarding citizen complaints - Section 551.071 Texas Gov't Code Annotated - Consultation with Attorney.
- C.) Consultation with Attorney regarding legal updates - Section 551.071 Texas Gov't Code Annotated - Consultation with Attorney.

**14.) Open Session:**

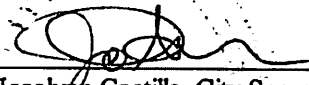
- A.) Discussion and Possible Action on item A listed in executive session.
- B.) Discussion and Possible Action on item B listed in executive session.
- C.) Discussion and Possible Action on item C listed in executive session.

**15.) Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, March 15, 2022 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 11<sup>TH</sup> DAY OF MARCH, 2022.

ATTEST:

  
\_\_\_\_\_  
Joselyn Castillo, City Secretary  
Time of Posting: 5:55 P.M.

**ACCESSIBILITY STATEMENT**

The City of Mercedes recognizes its obligations under the Americans with Disabilities Act of 1990 to provide equal access to individuals with disabilities. Please contact the City Manager's Office at (956) 565-3114 at least 48 hours in advance of the meeting with requests for reasonable accommodations, including requests for a sign language interpreter.

# Item 7A

**MERCEDES CITY COMMISSION  
REGULAR MEETING  
MARCH 1, 2022 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya Sr. Joe Martinez Leonel Benavidez Jacob Howell Jose M. Gomez	Mayor Mayor Pro-Tem Commissioner Commissioner Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez Martie Garcia-Vela Joselynn Castillo Javier Ramirez Ervin Vilchis Blanca Sanchez Orlando Diaz Javier Campos Marisol Vidales Joaquin Hernandez Richard Morin Nereida Perez Isaac Huacuja	City Manager City Attorney City Secretary Asst. City Manager I.T Liason Interim Police Chief Sergeant Fire Chief Library Director Public Works Director Recreation Director Finance Director City Engineer

**1.) CALL MEETING TO ORDER**

Mayor Montoya called the meeting to order at 6:30 PM.

**2.) ESTABLISH QUORUM**

All members of the Commission were present which constitutes a full quorum.

**3.) INVOCATION**

Commissioner Gomez said the invocation

**4.) PLEDGE OF ALLEGIANCE**

Mayor Pro-Tem Martinez led the Pledge of Allegiance.

**5.) OPEN FORUM – No one signed up for open forum.**

**6.) CONSENT AGENDA**

**A.) Approval of Minutes for Meeting (s) held February 15, 2022 & February 22, 2022.**

Commissioner Benavidez motioned to approve. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

**B.) Second and final reading of Ordinance No. 2022-05 to adopt a Cell Tower Ordinance.**

Commissioner Benavidez motioned to approve Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

**C.) Approval of budget amendment for the Public Information Officer.**

Ms. Castillo informed the Commission that they had previously approved hiring for a public information officer. The budget amendment is to move the funds from the planning department, which had a vacancy, to the city secretary's department. Mayor Pro-Tem Martinez made a motion to approve. Commissioner Howell seconded. Upon a called vote, the motion passed 4 to 1. Commissioner Benavidez voted against.

## **7.) MANAGEMENT ITEMS**

### **A.) Discussion and Possible Action on a Fund Balance Policy.**

Mr. Perez informed the Commission of the need for a fund policy. The fund policy is needed to prepare for emergencies. Commissioner Howell made a motion to approve. Mayor Pro-Tem Martinez seconded. Mr. Perez informed the Commission on the plan to get to the funds needed during emergencies. Mayor Pro-Tem Martinez asked if the comment made by Mr. Perez that we are north of \$1Mil. Mr. Perez stated that this is a requirement for a standards and pores and would help for the city to not go out for loans. Mr. Perez stated that he is required to go to a class to manage this fund and he cannot change the fund without commission approval. Part of the budget meetings the commission will decide how much funds will go to the fund. Upon a called vote, the motion passed unanimously.

### **B.) Discussion and Possible Action to Re-Appoint 3 seats on the Planning & Zoning Commission and two alternates to the Zoning Board of Adjustments.**

Mr. Ramirez informed the Commission of the vacancies and expired terms for the P&Z Board. Commissioner Benavidez made a motion to reappoint Ms. Dominguez, Mr. Loya, and Mr. Mariscal and appoint Mr. Jonathan Munoz and Mr. Leonard Garcia. Mayor Pro-Tem Martinez seconded. Mr. Ramirez stated that the ZBA board has two seats that have expired and recommends renewal. Mayor Pro-Tem Martinez recommended replacing Mirta Flores. Commissioner Gomez recommends Mr. Julian Valdez for P&Z. Commissioner Benavidez amended his motion to renew Ms. Rosie Dominguez, Miguel Loya and David Mariscal and appoint Jonathan Munoz and Leonard Garcia to the P&Z board and reappoint the ZBA members. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed 4 to 1. Commissioner Gomez voted against.

### **C.) Discussion and Possible Action for monthly reports to be presented to the City Commission by DCM Director on DCM activity.**

Commissioner Benavidez and Gomez placed this item on the agenda. Commissioner Benavidez stated the city invests over \$1 Mil into the DCM and wants to inform the public of the activity in the DCM. This can be productive as businesses unfold. Mayor Pro-Tem Martinez made a motion for getting a monthly report in Executive session. Commissioner Benavidez seconded and added that the DCM could present to the commission items that are not confidential or part of executive session. Upon a called vote, the motion passed unanimously.

## **8.) BIDS/CONTRACTS**

### **A.) Discussion and Possible Action on Approval of Interlocal Agreement between City of Weslaco and City of Mercedes for Mid-Valley Regional Communication Center.**

Commissioner Howell made a motion to approve. Commissioner Benavidez seconded. Upon a called vote, the motion passed unanimously.

### **B.) Discussion and Possible Action to approve the agreement for EMS Billing Specialist Services.**

Fire Chief Campos is requesting approval of the agreement for EMS Billing. Mayor Pro-Tem Martinez motioned to approve. Commissioner Howell seconded. Mayor Pro-Tem Martinez amended the motion to include that the agreement will be for two years. Commissioner Howell seconded. Commissioner Howell would like an annual update and for the contract to come in 6 months prior to the expiration date. Mayor Pro-Tem Martinez amended his motion to include a yearly report. Commissioner Howell seconded. Commissioner Gomez stated that there is no performance report. Commissioner Benavidez stated the audit finding was addressed and the City is not going out for bids. It was stated that the company has the same

ownership. Upon a called vote, the motion passed 3 to 2. Commissioner Benavidez and Gomez voted against.

**C.) Discussion and Possible Action to approve a Waterline Access Agreement between North Alamo Water Supply Corporation and the City of Mercedes.**

Mr. Ramirez informed the commission that the Waterline access agreement is to allow the City to install fire hydrants on the north alamo waterlines. Commissioner Benavidez motioned to approve. Mayor Pro-Tem Martinez seconded. The Mile 9 North Meadows is a new subdivision in the city limits but with north alamo water. Mr. Perez inserted a minor change. Commissioner Benavidez amended his motion in accordance with Mr. Perez's recommendation. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

Commissioner Benavidez motioned to go into executive session. Mayor Pro-Tem Martinez seconded. The motion passed unanimously. The meeting went into executive session at 7:01 P.M.

**9.) EXECUTIVE SESSION**

**A.) Consideration of Real Estate: Mercedes Original Townsite S. 25' of LT 11, BLK 46 – Section 551.072 Texas Gov't Coe Annotated – Deliberation regarding Real Property.**

**B.) Discussion regarding Project Rios of Mercedes – Section 551.087 Texas Gov't Code Annotated – Economic Development**

**C.) Consultation with legal regarding road conditions and potential remediation procedures – Section 551.071 Texas Gov't Code Annotated – Consultation with Attorney (Comm. Benavidez & Gomez)**

Mayor Montoya called the meeting back to order at 7:31 PM.

**10.) OPEN SESSION**

**A.) Discussion and Possible Action on Item A listed in executive session.**

Commissioner Benavidez made a motion to approve DCM acquisition of Mercedes Original Townsite S. 25' of Lot 11, BLK 46 in the amount of \$118K. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

**B.) Discussion and Possible Action on Item B listed in executive session.**

Mayor Pro-Tem Martinez made a motion to approve as discussed in executive for \$257K. Commissioner Howell seconded. Upon a called vote, the motion passed 4 to 1. Commissioner Benavidez abstained from the vote.

**C.) Discussion and Possible Action on Item C listed in executive session.**

Mayor Pro-Tem Martinez motioned for no action. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

**11.) ADJOURNMENT**

Mayor Montoya adjourned the meeting at 7:32 P.M.

**CONSENT ITEM: YES**

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**DATE:** March 15, 2022

**FROM:** Orlando Diaz, Sergeant Mercedes Police Department

**ITEM:** Approval of Resolution # 2022-03 Accepting Local Border Security Program #4474101

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**BACKGROUND INFORMATION:** This is a grant funded opportunity through the Governor's Office of Homeland Security Grants Division that the City of Mercedes has historically taken advantage of.

The Grant will award \$30,000.00 to sustain interagency law enforcement operations, and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Mercedes will assist in the executions of coordinated border security operations.

Accepting the grant will award funds to the City of Mercedes which will allow the ability to conduct enhanced patrol operations in high crime areas, and border security which is a key component in our goal to disrupt illegal smuggling operations

**BOARD REVIEW/CITIZEN FEEDBACK:**

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:**

**Proposed Expenditure/(Revenue):**

\$

**Account Number(s):**

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

1. Memo

**DRAFT MOTION:**



# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd.  
Mercedes, Texas 78570  
(956) 565-3102 Fax (956) 565-2583

Blanca I. Sanchez  
Interim Chief of Police

Date: March 15, 2022  
From: Orlando Diaz, Sergeant Mercedes Police Department  
Item: LBSP #4474101 Memo

The Local Border Security Program is coordinated and overseen by the Regional Joint Operations Intelligence Center (JOIC). The City of Mercedes Police Department was awarded \$30,000.00 in order to enhance patrols to facilitate directed actions to deter and interdict criminal activity.

These funds will enhance our local law enforcements patrols that are in addition to a commissioned peace officer's required working hours by maintaining an increased presence, enforcing traffic and making arrests when probable cause to arrest exists through enhanced patrol operations in our target areas.

This will allow us in an effort to reduce border-related criminal activity, decrease specifically targeted tactics for drugs in the Texas border region, maintain increased presence, and disrupt and deter operations of gang and cartel criminal organizations.

Our plan is to create deterrence in our city against individuals and groups who engage in criminal activity such as human and drug smuggling. We believe that the deterrent effect can be accomplished by maintaining an obvious presence in our target areas, enforcing laws and making arrests where applicable.

We would also take the opportunity to follow up on information which is obtained through informants. Our plan to increase police presence and enforcement activities will serve as that deterrent to serve and to comfort the citizens of Mercedes and their visitors to make them feel at ease in this city.

Sgt. Orlando Diaz

**RESOLUTION NO. 2022-03**

**WHEREAS, The City of Mercedes finds it in the best interest of the citizens of Mercedes, that the Local Border Security Program (LBSP) be operated from 09/01/2022 to 08/31/2023; and,**

**WHEREAS, The City of Mercedes agrees to provide, if applicable, matching funds for the said project as required by the Office of Governor, Homeland Security Grants Division; and,**

**WHEREAS, The City of Mercedes agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Mercedes, assures that the funds will be returned to the Office of the Governor in full; and,**

**WHEREAS, The City of Mercedes designates the Mercedes Interim City Manager, or their designee, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.**

**NOW, THEREFORE, BE IT RESOLVED that the City of Mercedes approves submission of the grant application for the Local Border Security Program (LBSP) to the Office of the Governor.**

**Passed and approved on this the 15<sup>th</sup> Day of March, 2022.**

\_\_\_\_\_  
**Oscar D. Montoya Sr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Joselynn Castillo, City Secretary**

**Grant Number: 4474101**



CONSENT ITEM: YES

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**DATE:** March 15, 2022

**FROM:** Orlando Diaz, Sergeant Mercedes Police Department

**ITEM:** Approval of Resolution # 2022-04 Accepting Operation Stonegarden #3172807

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**BACKGROUND INFORMATION:** This is a grant funded opportunity through the Governor's Office of Homeland Security Grants Division that the City of Mercedes has historically taken advantage of.

The Grant will award \$106,000.00 to sustain interagency law enforcement operations, and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Mercedes Police Department will assist in the executions of coordinated border security operations.

Accepting the grant will award funds to the City of Mercedes which will allow the ability to conduct enhanced patrol operations in high crime areas, and border security which is a key component in our goal to disrupt illegal smuggling operations.

**BOARD REVIEW/CITIZEN FEEDBACK:**

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:**

**Proposed Expenditure/(Revenue):**  
\$

**Account Number(s):**

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

1. Memo
- 2.
- 3.
- 4.

**DRAFT MOTION:**



# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd.  
Mercedes, Texas 78570  
(956) 565-3102 Fax (956) 565-2583

Blanca I. Sanchez  
Interim Chief of Police

Date: March 15, 2022  
From: Orlando Diaz, Sergeant Mercedes Police Department  
Item: OPSG #3172807 Memo

The Operation Stonegarden is coordinated and overseen by the Regional Joint Operations Intelligence Center (JOIC). The City of Mercedes Police Department was awarded \$106,000.00 in order to enhance patrols to facilitate directed actions to deter and interdict criminal activity.

Of the \$50,478.15 in funds will allow our local law enforcements to enhance patrols that are in addition to a commissioned peace officer's required working personnel hour by maintaining an increased presence, enforcing traffic and making arrests when probable cause to arrest exists through enhanced patrol operations in our target areas. Of the remaining \$55,521.85, funds will be to purchase (1) one fully equipped truck.

This will allow us in an effort to reduce border-related criminal activity, decrease specifically targeted tactics for drug and human smuggling in the Texas border region, maintain increased presence, and disrupt and deter operations of gang and cartel criminal organizations.

Our plan is to create deterrence in our city against individuals and groups who engage in criminal activity such as human and drug smuggling. We believe that the deterrent effect can be accomplished by maintaining an obvious presence in our target areas, enforcing laws and making arrests where applicable.

We would also take the opportunity to follow up on information which is obtained through informants. Our plan to increase police presence and enforcement activities will serve as that deterrent to serve and to comfort the citizens of Mercedes and their visitors to make them feel at ease in this city.

Sgt. Orlando Diaz

**RESOLUTION NO. 2022-04**

**WHEREAS,** The City of Mercedes finds it in the best interest of the citizens of Mercedes, that the HS-Homeland Security Grant Program (HSGP) Operation Stonegarden – FY21 be operated from 03/01/2022 to 02/28/2023; and,

**WHEREAS,** The City of Mercedes agrees to provide, if applicable, matching funds for the said project as required by the Office of Governor, Homeland Security Grants Division; and,

**WHEREAS,** The City of Mercedes agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Mercedes, assures that the funds will be returned to the Office of the Governor in full; and,

**WHEREAS,** The City of Mercedes designates the Mercedes City Manager, or their designee, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Mercedes approves submission of the grant application for the Operation Stonegarden – FY21 to the Office of the Governor.

Passed and approved on this the 15<sup>th</sup> Day of March, 2022.

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Oscar D. Montoya Sr., Mayor

ATTEST:

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Joselynn Castillo, City Secretary

Grant Number: 3172807

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE ESTABLISHING PROHIBITED WASTE OR DISCHARGE INTO THE MUNICIPAL STORM SEWER SYSTEM; PROVIDING FOR A PROPER DEFINITION SECTION; PROVIDING FOR PERMITS AND REGISTRATION AS REQUIRED BY LAW; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR A SEVERABILITY AND CUMULATIVE PROVISION; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE'S CAPTION**

**WHEREAS**, the City of Mercedes, Texas is a Home Rule City that will, from time to time, assess and adopt ordinances for the orderly regulation of certain issues; and,

**WHEREAS**, the City of Mercedes has determined that there is a need to keep and maintain the storm sewer system clear of debris to enhance and better serve its citizens; and

**NOW THEREFORE BE IT ORDAINED** by the City Commission of the City of Mercedes, County of Hidalgo, State of Texas that the Following provision shall hereafter be adopted, enforced, and complied hereafter:

**Section 1 – Definitions**

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Debris** – Includes grass clippings, leaf litter, diapers, animal wastes, plastic bags, oil, antifreeze, sheetrock, paint or other harsh chemicals or dead carcasses, coffee grinds.

**Owner** – A person having the right of custody, legal or apparent of a property.

**Operator of Business** – A person or company registered with the City of Mercedes and is operation with a sales tax permit.

**Section 2 – Enforcement**

- (a) The Planning Director or his/her designee is hereby granted the authority to carry out the function of, and to enforce the provisions of this Ordinance.
- (b) The Police Department is hereby granted the authority to issue citations for any provision of this Ordinance.

**Section 3 – Business Permit Fees**

An Operator of Business for lawncare must secure a business permit from the City of Mercedes. The fee for said permit shall be \$50.00 per year. Said permit to expire on December 31 of each year.

The Operator of Business for lawncare owner shall make a written application which shall include the name, address, telephone number, addresses of the partners, and other pertinent information as required by the City. The application shall be submitted to the Planning Department for review by the Planning Director or designee. The application for renewal shall be submitted at least thirty (30) days prior to the expiration date. The initial application shall be accompanied by a copy of their sales tax permit for their business.

#### **Section 4 – Owners Responsibility**

(a) It shall be the duty of the owner or the operator of a business to clean the premises and to remove all litter therefrom and place same in receptacles within 30 minutes after landscaping is complete. If the business operates continuously without closing, then the owner or operator shall clean the premises and remove all litter therefrom and place it in receptacles daily as seen fit.

(b) It shall be the duty of the owner or operator of any business to prevent any litter on the business premises from being blown upon or being permitted to come to rest upon the streets of the city or upon any private property in the city.

#### **Section 5 – Prohibited discharge**

(a) No person may intentionally discharge into the municipal storm sewer system grass clippings, leaf litter and animal wastes in massed quantities (e.g., dumping of bags of collected leaves and grass clippings in the system). It shall be a defense to prosecution that these wastes occurred naturally or from normal landscape maintenance (e.g., leaves falling from trees, grass clippings left on lawns). Intentionally sweeping or blowing grass clippings into the streets or gutters is prohibited.

(b) Swimming pool water shall be a prohibited discharge, unless the discharge has been tested using a method approved by the director of public health to assure that it will not contain a harmful level of chlorine or other pollutants when it reaches streams, lakes or bays.

(c) Except as otherwise provided in subsections (a) and (b), no person may discharge the following into the municipal separate storm sewer system:

(1) An illicit discharge (e.g. a discharge of other than storm water), including artesian well water, cooling water (including contact and non-contact cooling water and treated and untreated cooling water), ground water, subsurface drainage, industrial wastewater, water from a well;

[However the following discharges may be put into the municipal separate storm sewer system—a discharge under a valid national pollution discharge elimination system (NPDES) permit, a discharge resulting from fire fighting activities, a discharge resulting from washing an automobile at a residence or at a charitable car wash, a discharge of potable water, a discharge of any surface waters (including water from diverted stream flows, uncontaminated rising ground water, water from foundation drains, crawl space pumps and footing drains, water from springs, and flows from riparian habitats and wetlands), a discharge resulting from flushing a water supply line, a discharge of street wash water, a nonpoint source discharge from agricultural activities (including return flows from irrigated agriculture), or condensate from cooling systems].

(2) An illegal discharge (e.g., a discharge of any substance that is prohibited from being discharged into the waters of the United States or the State of Texas, or a tributary to those waters, by any federal or state law);

(3) A direct discharge of a pesticide or fertilizer;

(4) A pollutant or wastewater, other than storm water or a discharge that is not classified as an illicit discharge in subsections (b) and (c)(1) of this section, that is prohibited from being discharged into the publicly owned treatment works (POTW) by subsection 55-141(a) of this chapter; or

(5) Solid wastes, including animal wastes (including an animal carcass, animal parts or scrap, excrement, grease of animal origin, offal, paunch manure and urine), ashes or clinkers, construction/demolition materials, dirt or other fill material, debris, floatable, garbage, heavy

brush, household appliance, household hazardous waste (any hazardous waste from chemicals or other substances utilized for residential or housekeeping purposes, including, but not be limited to, bleaches, drain cleaners, paint, paint thinners, and solvents), industrial or commercial wastes, medical wastes refuse, sewage, used motor vehicle fluids (including motor oils, anti-freeze and solutions containing anti-freeze, brake fluids, transmission fluids, and other lubricants that have been drained from or any excess materials remaining after servicing a vehicle or piece of equipment), yard waste (including grass clippings, weeds, leaves, mulch, trees and shrub limbs, or other plant material).

- (d) Over spray and small amounts of runoff from irrigation of vegetation that pools in a gutter or on a road surface, but does not flow in a steady stream into any manhole or catch basin, is not considered an illicit discharge into the municipal separate storm sewage system.
- (e) A person may raise as a defense to prosecution for a violation of subsections (c) and (d) of this section that the illicit discharge was uncontaminated. An illicit discharge is considered uncontaminated if the quality of the water is equal to or better than the quality of the first natural body of water into which a portion of the municipal separate storm sewage system flows (receiving waters). The results of the last water quality test of the receiving waters published by the superintendent with the city secretary will constitute prima facie evidence of the quality of the receiving waters.
- (f) Nothing in this article prevents the placement of solid wastes scheduled for pickup at a location designated by the director of solid waste services. This does not include alleyways or empty lots without service.
- (g) Runoff from any effort to remove graffiti from buildings or other structures is not considered an illicit discharge into the municipal separate storm sewage system.
- (h) Nothing in this section prohibits any activities relating to the construction, maintenance, or operation of the municipal separate storm sewage system.
- (i) Notwithstanding subsection (c) of this section, a person may discharge any substance or material specified, if at the time of discharge, the discharge of the substance or material was authorized by a valid permit from the Texas Commission on Environmental Quality or United States Environmental Protection Agency and the discharge was in compliance with all requirements contained in the permit.

#### **Section 6 – Violation & Penalty fees**

Any owner or operator of business found guilty of the violation of any provision of this ordinance shall be punished as follows:

<b>Residential</b>	<b>Fee</b>	<b>Commercial</b>	<b>Fee</b>
<b>First Violation</b>	<b>\$100.00</b>	<b>First Violation</b>	<b>\$150.00</b>
<b>Second Violation</b>	<b>\$200.00</b>	<b>Second Violation</b>	<b>\$300.00</b>
<b>Third and subsequent violations</b>	<b>\$300.00</b>	<b>Third and subsequent violations</b>	<b>\$600.00</b>

Any Operator of Business found guilty of violations that contribute to a TCEQ violations for the City, such business will incur the cost of the TCEQ fine, labor, and cleaning cost associated with the corrective measures.

In the event the Municipal Court Judge allows community service in lieu of or in addition to the imposition of a fine, whenever possible such community service shall be served with the City's Public Works Department.

Penalty fees for Landscaping/Lawn care Businesses Operating without a City permit will be \$150.00 per occurrence.

**Section 7 – Severability**

If any portion, section, subsection, phrase, sentence or clause of this ordinance shall for any reason be held invalid, such invalidity shall not affect the remaining provisions of this ordinance, or their application of other persons or sets of circumstances, and to this end, all provisions of other related Ordinances that may be in conflict herewith are hereby repealed.

**Section 8 – Publication Date**

The caption of this ordinance shall be published in a newspaper of local circulation in accordance to the City Charter of the City of Mercedes, Texas; and pursuant to State Law.

**PASSED AND APPROVED ON FIRST READING THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**PASSED, APPROVED, & ADOPTED ON SECOND READING THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
Oscar D. Montoya Sr., Mayor

ATTEST:

\_\_\_\_\_  
Joselynn Castillo, City Secretary

\_\_\_\_\_  
Martie Garcia-Vela, City Attorney

# Item 9A

## ORDINANCE NO. 2022-06

**AN ORDINANCE AMENDING ORDINANCE 2021-13 TO INCLUDE -TAPPING FEES, INSTALLATION FEES, PAYMENT, DEPOSIT AND FEES FOR LATE PAYMENT OF BILLS, AND WATER RIGHTS FEE; REPEALING ORDINANCE 2016-14 AND 2018-12 AND SUBSEQUENT WATER AND SEWER RATE ORDINANCES AND PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS:**

**Section – 1:** The City of Mercedes has approved and adopted the water and sewer rates on September 14, 2021 as Ordinance 2021-13. The City of Mercedes has found a need to include fees as and amendment to the water and sewer rates ordinance as follows:

### **SCHEDULE A – WATER & SEWER RATES**

Water and Sewer rates as approved by Ordinance 2021-13. This section may be changed in accordance with the water and sewer rate study.

### **SCHEDULE B – TAPPING FEES**

That the following charges shall be made as tapping fees for making connections for the use of any water user:

5/8" x 3/4" connection - \$800.00 plus water rights, paving and boring fees

3/4" connection - \$880.00 plus water rights, paving and boring fees

1" connection - \$945.00 plus water rights, paving and boring fees

1 1/2" – 4" connection – Actual costs associated with tap, materials, labor and paving repairs and 10% of the actual cost for administrative fees.

That the following charges shall be made as tapping fees for making connections for the use of any sewer user:

4" service line connection - \$600.00 plus paving and boring fees.

6" or greater service line connections – Actual costs associated with tap, materials, labor and paving repairs and 10% of the actual cost for administrative fees.

### **SCHEDULE C – METER INSTALLATION FEE FOR EXISTING WATER TAPS**

5/8" x 3/4" connection - \$440.00

3/4" connection - \$520.00

1" connection - \$580.00

1 1/2" – 4" connection – Actual costs associated with meter, materials, and labor.

### **SCHEDULE D – PAYMENT, PENALTY FOR LATE PAYMENT; TERMINATION OF SERVICES, NSF CHARGE**

All bills including water, sewer, refuse, and special assessments, will be due 15 calendar days from the date of issue of such bill. If payment is not received by said due date, a penalty of ten percent (10%) shall be added to the original amount. Should any account remain unpaid for seven (7) days past the due date, the customer shall be considered delinquent and services terminated without further notice.

Customers must pay the full amount due for utility and garbage services before service is reconnected. No new utility accounts may be opened for a customer who has an outstanding delinquent account for



utility services. Other services, such as building permit sales may be withheld until such time the utility account is paid in full. After a customer has been disconnected, no one shall make a reconnection or obtain any water by any manner from the disconnected place, except by authorized employees of the Water Department. An NSF charge of Thirty Dollars (\$30.00) will be made to the customer's account for each returned check. If a customer requests for a reread of their meter, and the initial reading by the City is correct, there will be a \$10.00 service call fee added to the customer's current monthly bill.

It shall be unlawful for any person or firm not so authorized, to tamper, share, adjust, replace or misuse any water meter owned by the City of Mercedes. Any person in violation of this section shall be fined Five Hundred Dollars (\$500.00) plus any damages as a result of such tampering plus an administrative fee, and estimated rate loss. The City has right to file criminal charges in court.

#### **SCHEDULE E – DEPOSIT**

A deposit of \$100.00 for homeowners and \$150 for renters shall be required for service for all new residential accounts. A deposit of \$200.00 shall be required for service for all new commercial accounts. Such deposit fees, exclusive of Interest earned, shall be returned to the customer upon closing of the account and full payment of the final account bill by the customer.

#### **SCHEDULE F – WATER RIGHTS FEE**

For all service applications, the City of Mercedes will determine the quantity and fee for MUNICIPAL water rights. The required amount of MUNICIPAL water rights for standard service will be equal to the size of the requested water meter(s) expressed in the number of equivalent 5/8" meter units multiplied by 0.2-acre feet. The number of equivalent 5/8" meter units will be determined using AWWA standards. The amount of MUNICIPAL water rights required for NON-STANDARD service will be determined on an individual basis. The City Manager or City Manager's Designee, will assess a fee based upon the price of pooled MUNICIPAL water rights that are available through the City of Mercedes or the current market price. This fee will also include applicable estimated administrative and legal fees. In lieu of paying the assessed fee for MUNICIPAL water rights, applicant may choose to provide City of Mercedes with the required MUNICIPAL water right.

**SECTION 2.** Residential users who are 62 years of age or older or residential users who are Veterans of the armed forces of the United States of America may receive a \$5.60 per month reduction in the base charge for the water and sewer for one residence only. A residential user who is both 62 years of age or older and a veteran of the armed forces of the United States of America will qualify for only one reduction in rate, either the 62 years of age or older or the veteran's reduction, but not both. The residential user must apply for the reduction at the water department and must provide proof of his/her status as either over 62 years of age or veteran. The reduction will take effect on the following billing cycle and will not be retroactive. Applicants may be required to reapply annually.

**SECTION 3.** If any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end, all provisions of this Ordinance are declared to be severable and all ordinances or parts of ordinances regarding water and sewer rates, including Ordinance No. 2012-13 in conflict herewith are hereby repealed.

**SECTION 4.** This Ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas.

**PASSED AND APPROVED ON FIRST READING, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**PASSED, APPROVED AND ADOPTED ON SECOND READING, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**CITY OF MERCEDES**

\_\_\_\_\_  
**Oscar D. Montoya Sr., Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Joselynn Castillo, City Secretary**

\_\_\_\_\_  
**Martie Garica-Vela, City Attorney**

**CONSENT ITEM :**

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**DATE:** March 11, 2022  
**FROM:** Alberto Perez  
**ITEM:** Management Items

**Discussion and possible action approve City Manager going out for competitive bids for the procurement of Police department vehicles.**

**CO funds will be used to support such procurement.**

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**BACKGROUND INFORMATION:**

The Mercedes Police Department is in need of replacement of vehicles. Some of the vehicles being used are early 2000 models which continue to need more service due to high mileage.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**

**CONSENT ITEM: NO**

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**DATE:** March 15, 2022**FROM:** Orlando Diaz, Sergeant Mercedes Police Department**ITEM:** Discussion and Possible Action to Approve the amendments to Section XXIV Personal Body Camera of the Mercedes Public Safety Department Police Rules and Regulations Policy Manual

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**BACKGROUND INFORMATION:** House Bill 929 is also known as the "Botham Jean Act," named after a black man who was shot and killed in his apartment by Amber Guyer, an off-duty officer who mistook him for a burglar. The new law requires officers to keep their body cameras activated during the entirety of an investigation, unless the camera has been deactivated in compliance with a police department's specific policy.

**BOARD REVIEW/CITIZEN FEEDBACK:****ALTERNATIVES/OPTIONS:****FISCAL IMPACT:****Proposed Expenditure/(Revenue):**

\$

**Account Number(s):****Finance Review by:****LEGAL REVIEW:** Yes, by Ms. Garcia Vela**ATTACHMENTS:**

1. Memo
2. HB929
3. Section XXIV Personal Body Camera (Amended Version)
4. Section XXIV Personal Body Camera (Older Version)

**DRAFT MOTION:**



# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd.  
Mercedes, Texas 78570  
(956) 565-3102 Fax (956) 565-2583

Blanca I. Sanchez  
Interim Chief of Police

Date: March 15, 2022  
To: Mayor  
Commissioners  
City Manager  
Legal  
From: Orlando Diaz, Sergeant Mercedes Police Department  
Item: Amendments to Section XXIV Personal Body Cameras Memo

Gov. Greg Abbott signed [HB 929](#), also known as The Botham Jean Act or "Bo's Law," into law Wednesday, June 16, 2021. It has been in effect since Sept. 1, 2021.

The law will now make it a third-degree felony offense for police to turn off body cameras during investigations. (A conviction for a third-degree felony carries between 2 and 10 years in jail. It also carries a fine of up to \$10,000.)

*(c-1) A policy described by Subsection (a) must require a peace officer who is equipped with a body worn camera and actively participating in an investigation to keep the camera activated for the entirety of the officer's active participation in the investigation unless the camera has been deactivated in compliance with that policy.*

*Body worn camera policies and continuous recording is an area of key importance and will help increase the Mercedes Police Department accountability while also offering transparency to the community as well as providing protection for police.*

There are four components to this bill:

- It strengthens and clarifies the "[Castle Doctrine](#)," also known as a stand-your-ground law that allows someone to use deadly force against an intruder on their own property. The change would make sure the protection only applies to those who are in their own residence when confronting an intruder.
- It would eliminate "Mistake of fact" as a legal defense - Make explicit that "mistake of fact" applies only to the culpable mental state for the offense and not to any other defenses or affirmative defenses.
- It would require body cameras to remain activated for the entirety of any investigation in which an officer is participating
- It would hold anyone, not just police officers, who deactivates a recording device (body-worn, vehicle and security cameras) used in an investigation accountable.

In working with our city attorney, the following amendments have been made to allow our department to be in compliance with this new law.

**AN ACT**

**relating to law enforcement policies and procedures regarding body  
worn cameras.**

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:**

**SECTION 1. This Act shall be known as the "Botham Jean Act."**

**SECTION 2. Section 1701.655, Occupations Code, is amended  
by amending Subsection (b) and adding Subsection (c-1) to read as  
follows:**

**(b) A policy described by Subsection (a) must ensure that a  
body worn camera is activated only for a law enforcement purpose and**

**must include:**

**(1) guidelines for when a peace officer should**

**activate a camera or discontinue a recording currently in progress,**

**considering the need for privacy in certain situations and at**

**certain locations;**

**(2) provisions relating to data retention, including a**

**provision requiring the retention of video for a minimum period of**

**90 days;**

**(3) provisions relating to storage of video and audio,**

**creation of backup copies of the video and audio, and maintenance of**

**data security;**

**(4) provisions relating to the collection of a body**

**worn camera, including the applicable video and audio recorded by**

**the camera, as evidence;**

(5) guidelines for public access, through open records

requests, to recordings that are public information;

(6) [(5)] provisions entitling an officer to access

any recording of an incident involving the officer before the

officer is required to make a statement about the incident;

(7) [(6)] procedures for supervisory or internal

review; and

(8) [(7)] the handling and documenting of equipment

and malfunctions of equipment.

(c-1) A policy described by Subsection (a) must require a peace officer who is equipped with a body worn camera and actively participating in an investigation to keep the camera activated for the entirety of the officer's active participation in the investigation unless the camera has been deactivated in compliance



with that policy.

SECTION 3. Section 1701.657(b), Occupations Code, is  
amended to read as follows:

(b) A peace officer equipped with a body worn camera may  
choose not to activate a camera or may choose to discontinue a  
recording currently in progress for any ~~[noneconfrontational]~~  
encounter with a person that is not related to an investigation [~~;~~  
~~including an interview of a witness or victim~~].

SECTION 4. This Act takes effect September 1, 2021.

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President of the Senate

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Speaker of the House

**I certify that H.B. No. 929 was passed by the House on May 14,  
2021, by the following vote: Yeas 108, Nays 34, 2 present, not  
voting.**

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**Chief Clerk of the House**

**I certify that H.B. No. 929 was passed by the Senate on May  
24, 2021, by the following vote: Yeas 30, Nays 0.**

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**Secretary of the Senate**

**APPROVED:** \_\_\_\_\_

**Date** \_\_\_\_\_

\_\_\_\_\_  
**Governor**

c. If another officer's PBC is to be worn, then that officer must notify the supervisor and the dispatcher prior to wearing another officer's PBC. PBC Form 1 shall be completed and turned into the supervisor before the end of the shift.

### **C. Officer Responsibility**

1. Upon being issued a PBC the officers will ensure their assigned PBC is functioning properly, free of defect and conduct an operational inspection of the camera.
  - a. Any problems preventing the use of the unit during the shift will be reported to the shift supervisor and an equipment repair request will be completed.
  - b. A copy of PBC Form 1 along with the defective PBC will be forwarded to the Patrol Sergeant so the PBC can be repaired or replaced upon the availability of funds.
2. Officers will activate the PBC to record the following activities or incidents:
  - a. Calls for service or self-initiated activity and enforcement actions including searches, foot pursuits and/or police services.
  - b. Tactical activities such as building searches, searches for suspects and building checks at alarms; and/or
  - c. All traffic stops will be recorded by the PBC in addition to the in-ear video
  - d. Any situation or event that the employee, through his/her training and experience believes should be recorded.
3. Officers will not cease recording an event, situation or circumstance until the contact of the event is complete.
  - a. The PBC is not to be activated during non-enforcement activities such as when protecting traffic scenes from other vehicular traffic and during parade escorts. The only exception to this is when the situation warrants enforcement action of any kind.
4. Officers are encouraged to review the recordings when preparing written documentation of events. Using the recording as a tool when completing reports will ensure the accuracy and consistency of events.
5. Officers will note in the narrative of reports when PBC recordings have been made during an incident.
6. All recordings that may be considered evidence will be submitted per policy. Reference to recordings/photos that should be downloaded and stored will be made both on the official case report supplement and a log to be kept by the recording officer detailing the date, time and nature of the incident which will be submitted at the time of the download of said PBC. Such recordings include but are not limited to:
  - a. Recordings containing arrests
  - b. Assaults
  - c. Physical or verbal confrontations
  - d. Use of Force
  - e. Vehicle or foot pursuits
  - f. All searches conducted by either warrant, consent or K9
  - g. DWI and under the influence arrests
7. All officers are strictly prohibited from activating their PBC to record conversations between officers or non-enforcement activities in the department or in the community.
8. If activated during a shift, officers will turn in the PBC to be placed in the assigned repository site by the end of the shift.
  - a. The designated Investigator assigned to evidence should recover the PBC to download all audio/video recordings and /or photos within 72 hours of the recording.
  - b. Videos that are associated with case files will be appropriately marked.
  - c. Videos the officer knows or believes will be used for court purposes. The designated Investigator will save a copy of the video to the designated repository so as to preserve the

evidence until the case is closed or the retention period has been met. Videos obtained during traffic stops that are associated with a case file will also be stored so as to preserve the evidence until the case is closed and the retention period has been met. All other traffic-stop videos not associated with a case file will be stored for a minimum period of Ninety (90) Days after which they will be deleted unless they are considered evidence in a pending criminal or civil case.

#### **D. Supervisor Responsibility**

1. It is incumbent on supervisors to ensure officers utilize PBC according to policy guidelines.
2. Supervisors will conduct random reviews to ensure the systems are functioning properly, logs are being kept and use of PBC are being documented on supplement reports for future reference.
3. If a complaint is associated with a recorded event, other than criminal complaint, or an officer believes an incident may generate a complaint the supervisor will inform the Investigator assigned to evidence collection to flag the video for review and will be retained for a minimum period of Ninety (90) days unless otherwise noted on a case-by-case basis.
4. CID Supervisor and or his/her designee will ensure that the designated Investigator assigned to evidence collection should download the PBC within 72 hours of the recording.
5. In the event of a serious incident or citizen complaint, the supervisor will immediately or as soon as practical direct the officer to meet with the person designated by the Chief of Police to download the PBC.

#### **E. Video Evidence/Retention/Viewing**

1. PBC video/audio recordings and photos will be stored on stand-alone storage device which will be housed in the evidence room at the police department.
2. No audio/video recording will be deleted until a determination has been made by the Chief of Police or Chief of Police's designee that said recording has no evidentiary value in either a criminal or civil capacity and the retention period has been met and proper notice provided to and approval granted by the City's Records Management Coordinator or department.
3. Requests to view any portion of a recording by members of the general public shall be made pursuant to the Public Information Act.
4. Requests for copies of videos or to view a video by the media must be made pursuant to the Public Information Act.
5. Videos, portions of videos, still image captures of videos or audio from videos are forbidden from being uploaded to social sites, personal web pages, or any device or media for general public viewing by any employee of the Mercedes Police Department or any employee or elected official of the City of Mercedes.
6. Retention of PBC Footage will be maintained in accordance with the Texas State Library and Archives Commission:
  - Video or audio recordings from police body worn camera that is not a part of any administrative or criminal investigation not the subject of a public information request; will be retained for a minimum period of Ninety (90) days of recording.
  - Video or audio recordings from police body worn cameras that documents the use of deadly force by an officer or that is otherwise related to an administrative or criminal investigation of an officer will be retained; until all criminal matters have been finally adjudicated and all related administrative investigations have concluded or Ninety (90) days of recording, whichever is longer.
7. All complaints will be documented by the supervisor per department procedure. Only one (1) copy of the recording being investigated will be made and the recording media tracked by the appropriate supervisor.

- 8. An officer involved in a complaint arising from an incident documented on a PBC may make a written request to the Personnel Office and obtain a copy of the recording incident section.**

**APPROVED BY CITY COMMISSION March 15, 2022**

**BODY WORN DIGITAL RECORDING SYSTEM**

**SECTION XXIV      PERSONAL BODY CAMERAS**

**24.01      POLICY**

Personal Body Cameras (PBC) will be used to assist Department personnel in the performance of their duties by providing an accurate and unbiased recorded account of incidents and in the interest of officer safety. Additionally, to maximize the effectiveness of the PBC and maintain integrity of evidence and related documents, all personnel will adhere to the procedures outlined within this policy.

**24.02 PURPOSE**

The purpose of this policy is to set forth guidelines for the use, management, storage and retrieval of audio-visual recorded by body-worn cameras.

**24.03 CONFIDENTIALITY**

All recording media, images and audio are the property of the Mercedes Police Department and will not be copied, released or disseminated in any form or manner outside the parameters of this policy without the express written consent of the Chief of Police or the Chief of Police's designee. Under no circumstances will any member of the Mercedes Police Department make a personal copy of any recorded event without prior written permission of the Chief of Police or the Chief of Police's designee.

**24 .04 PROCEDURES**

**A. Program Objectives**

1. The enhancement of officer safety;
2. *The* enhancement of officer reporting, evidence collection and court testimony through audio/video documentation of events, actions, conditions and statements made during arrests and critical incidents;
3. The enhanced ability to review probable cause for arrest, arrest procedures, officer and suspect interaction and evidence for investigative purposes;
4. *The* protection from false claims of impropriety; and
5. Officer evaluation and training.

**B. Equipment**

Department issued PBC are intended for official Departmental use only and are not to be used for frivolous or personal activities, intentional misuse or abuse of the units will result in disciplinary action.

1. Officers will only use those PBC issued and approved by the Department. The wearing of personal recorders is not authorized.
2. PBC's have already been assigned to each officer. Only the unit assigned to that officer may be worn unless circumstances warrant using another camera. Such incidents include but are not limited to:
  - a. PBC failure
  - b. PBC is broken or sent to manufacturer for repair.

**If another officer's PBC is to be worn, then that officer must get prior approval from their shift supervisor.**

### **C. Officer Responsibility**

- 1. Prior to beginning of shift, officers will ensure their assigned PBC is functioning properly, free of defects and conduct an operational inspection of the camera.**
  - a. Any problems preventing the use of the unit during the shift will be reported to the shift supervisor and an equipment repair request will be completed.**
  - b. A copy of this request along with the defective equipment will be forwarded to the police department administration so the unit can be repaired or replaced.**
- 2. Officers will activate the PBC to record the following activities or incidents:**
  - a. Calls for service or self-initiated activity and enforcement actions including searches, foot pursuits and/or police services.**
  - b. Tactical activities such as building searches, searches for suspects and building checks at alarms; and/or**
  - c. All traffic stops will be recorded by the PBC in addition to the in-ear video**
  - d. Any situation or event that the employee, through his/her training and experience believes should be recorded.**
  - e. Officers who are on bike patrol will activate their PBC under the above circumstances just as if you were in a patrol vehicle.**
- 3. Officers will not cease recording an event, situation or circumstance until the contact of the event is complete unless authorized by a supervisor.**
  - a. The PBC is not to be activated during non-enforcement activities such as when protecting traffic scenes from other vehicular traffic, during parade escorts, etc. The only exception to this is when the situation warrants enforcement action of any kind.**
- 4. Officers are encouraged to review the recordings when preparing written documentation of events. Using the recording as a tool when completing reports will ensure the accuracy and consistency of events.**
- 5. Officers will note in the narrative of reports when PBC recordings have been made during an incident.**
- 6. All recordings that may be considered evidence will be submitted per policy. Reference to recordings/photos that should be downloaded and stored will be made both on the official case report supplement and a log to be kept by the recording officer detailing the date, time and nature of the incident which will be submitted at the time of the download of said PBC. Such recordings include but are not limited to:**
  - a. Recordings containing arrests**
  - b. Assaults**
  - c. Physical or verbal confrontations**
  - d. Use of Force**
  - e. Vehicle or foot pursuits**
  - f. All searches conducted by either warrant, consent or K9**
  - g. DWI and under the influence arrests**
- 7. All officers are strictly prohibited from activating their PBC to record conversations between officers or non-enforcement activities in the department or in the community.**
- 8. If activated during a shift, officers will download the PBC files by the end of the shift or upon indication the device is nearing capacity or the devices battery life is near its end.**
  - a. Officers will meet, cameras and logs in hand, with the person designated by the Chief of Police to download all audio/video recordings and/or photos prior to the PBC reaching its capacity.**



- b. Videos that are associated with case files will be appropriately marked.
- c. Videos the officers know or believe will be used for Municipal Court purposes will save a copy of the video to the computer so as to preserve the evidence until the case is closed or the retention period of One Hundred Eighty (180) days has been met, whichever is longer. Videos obtained during traffic stops will be stored for a period of One Hundred Eighty (180) Days after which they will be deleted unless they are considered evidence in a pending criminal or civil case.

#### **D. Supervisor Responsibility**

- 1. It is incumbent on supervisors to ensure officers utilize PBC according to policy guidelines.
- 2. Supervisors will conduct random reviews to ensure the systems are functioning properly, logs are being kept and use of PBC are being documented on supplement reports for future reference.
- 3. If a complaint is associated with a recorded event, other than criminal complaint, or an officer believes an incident may generate a complaint the supervisor will flag the video for review and will be retained for a period of One Hundred Eighty (180) days.
- 4. Supervisors will ensure that officers download their PBC prior to it reaching capacity.
- 5. In the event of a serious incident or citizen complaint, the supervisor will immediately or as soon as practical direct the officer to meet with the person designated by the Chief of Police to download the PBC.

#### **E. Video Evidence/Retention/Viewing**

- 1. PBC video/audio recordings and photos will be stored on stand-alone storage device which will be housed in the evidence room at the police department.
- 2. No audio/video recording will be deleted until a determination has been made by the Chief of Police or Chief of Police's designee that said recording has no evidentiary value in either a criminal or civil capacity and the retention period has been met and proper notice provided to and approval granted by the City's Records Management Coordinator or department.
- 3. Requests to view any portion of a recording by members of the general public shall be made pursuant to the Public Information Act.
- 4. Requests for copies of videos or to view a video by the media must be made pursuant to the Public Information Act.
- 5. Videos, portions of videos, still image captures of videos or audio from videos are forbidden from being uploaded to social sites, personal web pages, or any device or media for general public viewing by any employee of the Mercedes Police Department or any employee or elected official of the City of Mercedes.
- 6. Videos involving traffic stops and field interviews will be purged from the system One Hundred Eighty (180) days from the date of download unless it has been flagged for retention, and the retention period has been met and proper notice provided to and approval granted by the City's Records Management Coordinator or department.
- 7. All complaints will be documented by the supervisor per department procedure. Only one (1) copy of the recording being investigated will be made and the recording media tracked by the appropriate supervisor.
- 8. An officer involved in a complaint arising from an incident documented on a PBC may make a written request to the Personnel Office and obtain a copy of the recording incident section once payment of \$2.00 is made.

**APPROVED BY CITY COMMISSION 01/20/2015**

**CONSENT ITEM: No**

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**DATE:** March 15, 2022

**FROM:** Jacob Howell, Commissioner

**ITEM:** Discussion and Possible Action to Direct the City Manager to develop transparency guidelines

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**BACKGROUND INFORMATION:** Direct the City Manager to develop transparency guidelines for the website and social media.

**BOARD REVIEW/CITIZEN FEEDBACK:**

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:**

**Proposed Expenditure/(Revenue):**

\$

**Account Number(s):**

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

**DRAFT MOTION:** Approve the City Manager to proceed with developing transparency guidelines and bring back once complete for approval.

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**Bids/Contracts**

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**DATE:** March 15, 2022**FROM:** Marisol Vidales, Library Director**ITEM:** Discussion and possible action on approval of T-Mobile for Government GSA contract for hot spots.

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**BACKGROUND INFORMATION:** In November 2021, we were awarded the Texas Digital Navigator grant from the U.S. Institute of Museum and Library Services and the Texas State Library and Archives Commission. We were one of 10 libraries in the state to receive this grant. Our total award amount is \$69,950. We will be purchasing 51 hot spots and 52 Chromebooks to provide to patrons upon the completion of a 10-week digital literacy training. Before you is a quotation from T-Mobile for the 51 hot spots as it does require a 9 month agreement. The hot spots if approved would have service from April 1st to December 21st due to the time-constraints of our grant. The one-time equipment cost has been waived and the service for the 9 months would be a total of \$13,999.50. We did receive a secondary quote from Verizon Wireless with the equipment at zero cost as well but their service would be \$17,779.32. We would therefore like to move forward with T-Mobile under the GSA Contract. The laptops would cost a total of \$17,775.40 through OmniPro LLC under a DIR contract and they are in stock and ready to ship in order for us to begin classes in April.

**BOARD REVIEW/CITIZEN FEEDBACK:** Choose an item.**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:****Proposed Expenditure/(Revenue):**  
01-40141**Account Number(s):**  
07-539-3050**Finance Review by:****LEGAL REVIEW:****ATTACHMENTS:**

T-Mobile Bid  
T-Mobile Certificate of Property Insurance  
T-Mobile Certificate of Liability Insurance  
Verizon Bid  
OmniPro LLC Quotation

**Staff Recommendation:** Approval of T-Mobile GSA Contract



Customer Information	
Customer Name:	City of Mercedes Public Library
Financial Contact Name:	Mairsol Videles
Address:	400 S. Ohio Ave.
City:	Mercedes
State:	Texas
Zip:	78570
Financial Contact Phone:	(956) 565-2371
Email Address:	mvideles@cityofmercedes.com
Acct # (if applicable):	

Sales Representative Information	
Name & Title:	Gilbert Conde-Government Acct Mgr
Phone:	956-893-8586
Email Address:	<a href="mailto:gilbert.conde2@t-mobile.com">gilbert.conde2@t-mobile.com</a>
T-MOBILE USA INC	
Remit To Address:	T-MOBILE USA INC
Vendor PO Address:	PO BOX 742596 Cincinnati, OH 45274-2596
Tax ID#	91-1983600
Contract Number:	GS-35F-0503M

QUOTE DATE:		Promo Discount Offer Expiration Date:	Contract Vehicle:	Discounts
04/01/22		12/21/22	GSA	MRC NET

Qty.	Model	MSRP	DIR 2YR Flat Rate Price or MSRP	Additional Discount	Equipment Cost (One Time Cost)	Equipment Subtotal
51	Franklin T9 Hotspot	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00
One Time Equipment Cost						\$0.00

Monthly Recurring Rate Plan Charges - GSA - Billed Monthly						
Qty.	Rate Plan	MRC	GSA Discount	GSA Price	Monthly Cost	Subtotal
51	Magenta-Government Unlimited Hotspot	\$35.00	18%	\$30.50	1	\$1,555.50
**Subtotal for monthly recurring service						\$1,555.50
Estimated Total Service Charges**						\$1,555.50



Change the way agencies and communities connect.

Start your wireless transformation today.

9 Month Estimated Total Service Charges **\$13,999.50**

This proposal is a budgetary estimate of the plans, equipment, and services that have been communicated to the T-Mobile sales team to provide you with the proposed cost of your mobile communication requirements. This 13+ line proposal pricing is for budgetary estimation and may not reflect the actual cost of the plans, equipment, and services at the time of a contracted purchase. Pricing for all items in this proposal are subject to change and may change at any time. A final order with actual pricing included is available upon demand.



# CERTIFICATE OF PROPERTY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)  
4/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> 104700 T-Mobile US, Inc. Its Subsidiaries and Affiliates 12920 SE 38th Street Bellevue WA 98006	<b>E-MAIL ADDRESS:</b>	
	<b>PRODUCER CUSTOMER ID:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: Allianz Global Corporate &amp; Specialty SE</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:****LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY		5/1/2021	5/1/2022		
	CAUSES OF LOSS				BUILDING	\$ XXXXXXXX
	<input type="checkbox"/> BASIC				PERSONAL PROPERTY	\$ XXXXXXXX
	<input type="checkbox"/> BROAD				BUSINESS INCOME	\$ XXXXXXXX
	<input checked="" type="checkbox"/> SPECIAL				EXTRA EXPENSE	\$ XXXXXXXX
	EARTHQUAKE				RENTAL VALUE	\$ XXXXXXXX
	WIND				BLANKET BUILDING	\$ XXXXXXXX
	FLOOD				BLANKET PERS PROP	\$ XXXXXXXX
					<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$ \$5,000,000
						\$ XXXXXXXX
						\$ XXXXXXXX
	INLAND MARINE	TYPE OF POLICY				\$ XXXXXXXX
	CAUSES OF LOSS	NOT APPLICABLE				\$ XXXXXXXX
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$ XXXXXXXX
						\$ XXXXXXXX
	CRIME					\$ XXXXXXXX
	TYPE OF POLICY	NOT APPLICABLE				\$ XXXXXXXX
						\$ XXXXXXXX
A	<input checked="" type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN	USP000233180	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> Equipment Breakdown	\$ 5,000,000
						\$ XXXXXXXX
						\$
						\$

**SPECIAL CONDITIONS / OTHER COVERAGES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Risk of Direct Physical Loss or Damage; Includes Property, BPP, BI, EE, Flood & Earth Movement; Replacement Cost - Property Damage; Actual Loss Sustained - Time Element. Waiver of Subrogation included as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

218502

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

4/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b>
	<b>PHONE (A/C, No, Ext):</b>
<b>INSURED</b> 1358772 T-Mobile US, Inc. Its Subsidiaries and Affiliates 12920 SE 38th Street Bellevue WA 98006	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Continental Casualty Company	
<b>INSURER B:</b> The Continental Insurance Company	
<b>INSURER C:</b> Transportation Insurance Company	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

COVERAGES TMOBI

CERTIFICATE NUMBER: 16148508

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N		5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N		5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CUE <input type="checkbox"/> SIR applies per policy terms & conditions	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	(AOS) (CA) (AZ,MA,OR,WI)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and other entities defined by written contract, statute, permit application or written agreement are additional insureds on a primary and non-contributory basis under general liability and are additional insured under automobile liability as required by written contract. Waiver of Subrogation applies under general liability and automobile liability as required by written contract. \*\*See Attached Endorsements\*\*

CERTIFICATE HOLDER

CANCELLATION See Attachments

16148508

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EVIDENCE OF COVERAGE

**IMPORTANT NOTICE**

**Dear Certificate Holder for T-Mobile and its subsidiaries (including Sprint):**

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 16148508**

Email: [stl-edelivery@lockton.com](mailto:stl-edelivery@lockton.com)

Phone: 314-812-3888

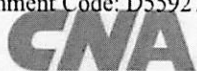
**If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

*The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.*

Thank you for your cooperation.

**Lockton Companies**



## POLICY HOLDER NOTICE – COUNTRYWIDE

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA75014XX (01-2015)  
Endorsement Effective Date: 5/1/2021  
Endorsement No: Page: 1 of 1  
Underwriting Company: Continental Casualty Company

Policy No: [REDACTED]  
Policy Effective Date: 5/1/2021





## NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)  
Endorsement Effective Date: 5/1/2021  
Endorsement No:  
Underwriting Company: Continental Casualty Company

Policy No: XXXXXXXXXX  
Policy Effective Date: 5/1/2021  
Policy Page:



## Additional Insured - Designated Person or Organization Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person Or Organization:**

Any person or organization for whom the Named Insured has agreed to provide insurance prior to loss as provided by

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the section entitled **WHO IS AN INSURED** is amended with the addition of the following:

- A. The person or organization shown in the Schedule is an **Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part, by: the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:
  - 1. in the performance of the **Named Insured's** ongoing operations; or
  - 2. in connection with premises owned by or rented to the **Named Insured**.
- B. However, if coverage for the additional insured is required by written contract or written agreement, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - 1. coverage broader than required by such contract or agreement; or
  - 2. a higher limit of insurance than required by such contract or agreement.
- C. The coverage granted by this endorsement does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below,

CNA74745XX (1-15)

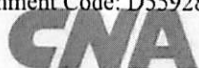
Page 1 of 1

CONTINENTAL CASUALTY COMPANY

Insured Name: T-MOBILE US, INC.

Policy No:

Endorsement No:



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: T-MOBLIE US, INC.

Endorsement Effective Date: 05/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s):

Where required by written contract executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but

only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor

Form No: 7012343878  
Endorsement Effective Date: 5/1/2021  
Underwriting Company: Continental Casualty

Policy No:   
Policy Effective Date: 5/1/2021  
Policy Page:



## Limited Contractual Liability – Railroads Endorsement

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
<b>Scheduled Railroad:</b> All Railroads
<b>Designated Job Site:</b> All Jobsites

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that with respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the section entitled **DEFINITIONS** is amended to delete paragraphs c. and f. the definition of insured contract and replace them with the following:

c. Any easement or license agreement;

f. That part of any other contract or agreement pertaining to a Named Insured's business (including an indemnification

of a municipality in connection with work performed for a municipality) under which a Named Insured assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by a Named Insured or those acting on the Named Insured's behalf. However, such part of a contract or agreement shall only be considered an **insured contract** to the extent a Named Insured's assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below,

CNA74825XX (1-15)

Page 1 of 1

CONTINENTAL CASUALTY COMPANY

Insured Name: T-MOBILE US, INC.

Policy No:

Endorsement No:



STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415  
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: City of Mercedes Library  
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 2238151400  
DATE 3/8/2022  
TERM 9 Months  
PAGE 1 of 2

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PDK / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PDK / FLIX	Included Data		Voice Overage	Monthly Cost	Term Cost
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PDK / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
MOBILE BROADBAND UNLIMITED - DTL 25GB	52	\$37.99					\$0.00	\$1,975.48	\$17,779.32
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
	52							\$1,975.48	\$17,779.32

MACHINE TO MACHINE	Line Count	Discounted Monthly Access		Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00

FEATURES	Line Count	Discounted Monthly Access					Monthly Cost	Term Cost
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [ 9 Months ]  
SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

\$17,779.32

## EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
Orbic Speed M5	52	\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	52	\$0.00	\$0.00

ACCESSORIES ELIGIBLE FOR 35% DISCOUNT	Line Count	Cost per Unit after Discount	Subtotal
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
ACCESSORIES INELIGIBLE FOR 35% DISCOUNT	Line Count	Cost per Unit	Subtotal
		\$0.00	\$0.00
		\$0.00	\$0.00
			\$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	\$0.00
--	--------

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [ 9 Months ]:	\$1,975.48	\$17,779.32
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		\$0.00
INVESTMENT TOTAL		\$17,779.32

2022 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

QUOTE ID: 2022051400

## Additional Notes:

\* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

\*\* Equipment pricing and availability is subject to change.

\*\*\* All applicable price plan and feature discounts have already been applied.

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3415 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the <https://dir.texas.gov/View/Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3415> internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

\*Updated 4/1/2020\*



OmniPro LLC  
5086B Diamond Hts Blvd  
San Francisco, CA 94131  
Phone 415.648.1121  
Fax 415.648.1174  
[sales@omniopro.com](mailto:sales@omniopro.com)  
SBE #1744559



# Quotation

DATE: 2/28/2022

Bill To:  
City of Mercedes Library  
434 South Ohio Avenue  
Mercedes, Texas 78570

Ship To:  
City of Mercedes Library  
434 South Ohio Avenue  
Mercedes, Texas 78570

SALESPERSON	QUOTE NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Edward	5-02282022	TBD	Ground	SFO	Net 30

QUANTITY	Part No.	DESCRIPTION	UNIT PRICE	AMOUNT
52	82J70001US	Lenovo 100s (Gen 3) LTE Chrome OS AMD 3015Ce with integrated Radeon graphics 4GB RAM (soldered), 32GB eMMC (soldered) 11.6" (1366 x 768) / 16:9, TN, non touch, 250 nits / Clamshell 4G LTE WWAN Fibocom NL668-AM TMO Support LTE Band Support: 2, 4, 5, 12, 13, 66, 71 WIFI Realtek 8822CE 1x USB-C 3.2 Gen 1 (Power Delivery/Charging/Display Port/data), 1x HDMI 1.4, 2x USB-A 3.2 Gen1, 1x MicroSD, 1x Audio Jack 720p Camera front facing with privacy shutter One (1) Year Warranty	\$ 319.00	\$ 16,588.00
52	4Y50R20863	LENOVO ESSENTIAL - MOUSE - USB - BLACK	\$ 19.95	\$ 1,037.40
		Lenovo DIR: DIR-TSO-3808		

SUBTOTAL	\$ 17,625.40
TAX RATE	
SALES TAX	\$ -
SHIPPING	\$ 150.00
TOTAL	\$ 17,775.40



**CONSENT ITEM: NO****DATE:** March 15, 2022**FROM:** Orlando Diaz, Sergeant Mercedes Police Department**ITEM:** Discussion and Possible Action on Approval of Interlocal Cooperation Agreement Between The City Of Weslaco, Texas And The City OF Mercedes, Texas

**BACKGROUND INFORMATION:** This Agreement is made by and between the City of Weslaco, Texas hereinafter referred to as "Weslaco" and the City of Mercedes, Texas; hereinafter referred to as "Mercedes", pursuant to the provisions of the Texas Interlocal Cooperation Act. The purpose of this agreement is for the temporary housing and detention of Mercedes prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Weslaco agrees to make use of their holding cells for prisoners of the City of Mercedes subject to availability of space based on their facility's capacity, and as provided herein.

The term of this agreement is for a period of One (1) year commencing on January 1, 2022, and ending at midnight on January 1, 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.

Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

**BOARD REVIEW/CITIZEN FEEDBACK:****ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:** Weslaco agrees to process and temporarily confine persons arrested ("prisoners") by a Mercedes peace officer at a cost of **Fifty-Four Dollars (\$54) per prisoner per day on a twenty-four-hour cycle**. The day the prisoner is "booked in" will be counted and charged as one day. The succeeding days charges will begin after the prisoner has been confined for twenty-four (24) hours. This cost will include detention, transportation and meal costs. Weslaco agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.

**Proposed Expenditure/(Revenue):**

\$54.00

**Account Number(s):**

522-2045

**Finance Review by:****LEGAL REVIEW:****ATTACHMENTS:**

1. Interlocal Cooperation Agreement Between The City Of Weslaco, Texas And The City Of Mercedes, Texas (New)
2. Interlocal Cooperation Agreement Between The City Of Weslaco, Texas And The City Of Mercedes, Texas (Expired)

**DRAFT MOTION:**



**STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF WESLACO, TEXAS AND THE CITY OF MERCEDES, TEXAS**

This Agreement is made by and between the City of Weslaco, Texas hereinafter referred to as "Weslaco" and the City of Mercedes, Texas; hereinafter referred to as "Mercedes", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

***WITNESSETH:***

**WHEREAS**, City of Weslaco is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

**WHEREAS**, City of Mercedes is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

**WHEREAS**, City of Mercedes 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 Weslaco 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 Weslaco and City of Mercedes 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***, The City of Weslaco and City of Mercedes, 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 Mercedes prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Weslaco agrees to make use of their holding cells for prisoners of the City of Mercedes 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 January 1, 2022, and ending at midnight on January 1, 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 Weslaco agrees to process and temporarily confine persons arrested ("prisoners") by a Mercedes peace officer at a cost of Fifty-Four Dollars (\$54) per prisoner per day on a twenty-four-hour cycle. The day the prisoner is "booked in" will be counted and charged as one day. The succeeding days charges will begin after the prisoner has been confined for twenty-four (24) hours. This cost will include detention, transportation and meal costs. Weslaco agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.
- 3.2 Mercedes agrees to transport prisoners to the Weslaco Police Department Jail and to assist Weslaco Police Department personnel in processing said prisoners.
- 3.3 The length of confinement shall not exceed a forty-eight (48) hour period per prisoner. Within the 48-hour confinement period, Mercedes shall make all necessary arrangements to transport said prisoners out of the Weslaco Police Department Jail Facility.
- 3.4 Weslaco agrees to provide the same level of care and security for Mercedes prisoners as they do for their own prisoners.
- 3.5 Weslaco agrees to notify Mercedes as soon as possible of any issues involving Mercedes prisoners including but not limited to health, safety and general condition of the prisoners, while housed in the Weslaco jail facility.
- 3.6 City of Mercedes agrees that the Mercedes personnel involved in delivering and retrieving prisoners from the Weslaco facility shall at all times adhere to Weslaco rules and procedures in place pertaining to the detention of prisoners.
- 3.7 City of Mercedes agrees to reimburse Weslaco 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 Weslaco, Mercedes will relocate any Mercedes prisoners that the Weslaco Police Department determines is being unruly or disruptive or might cause harm to, or be harmed by, any other prisoner. Mercedes further agrees to relocate any Mercedes prisoners that the Weslaco Police Department is unable to accommodate for health, safety or crowded conditions.

- 3.9 Weslaco reserves the right to refuse to accept for processing or temporary confinement of 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 Weslaco.

**4. *Use of Intoxilyzer.***

- 4.1 Upon request of Mercedes peace officer, Weslaco agrees to provide use of an intoxilyzer instrument for any prisoner charged with the offense of Driving While Intoxicated. If the Mercedes peace officer is not certified or trained to use the intoxilyzer, Weslaco agrees to provide a certified peace officer to administer the breath test. A Mercedes peace officer shall remain present at all times during the use of the intoxilyzer instrument.

**5. *Medical Treatment.***

- 5.1 Weslaco 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. A written medical clearance form must accompany the Mercedes prisoner to the Weslaco Police Jail facility in order to be confined, or to resume confinement. Arrangements for such treatment and the cost thereof shall be the responsibility of Mercedes.
- 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, Mercedes agrees that it will make the same available to any such prisoner. Weslaco agrees to notify Mercedes of any such circumstance and in emergency situations, shall transport the prisoner to the proper medical facilities, and Mercedes agrees to relieve Weslaco within thirty (30) minutes of transport. Any such emergency treatment and the cost thereof shall be the responsibility of Mercedes.

**6. *Insurance and Indemnification.***

- 6.1 Mercedes agrees to notify the City's Insurance Provider, TML, of this agreement and Mercedes will provide Weslaco proof that TML has been notified. Mercedes further agrees to indemnify and hold harmless the City of Weslaco for any legal action arising from any complaints, lawsuits, or civil complaints brought about by any prisoners housed under the terms and conditions of this agreement, unless a proper investigation determines that any agent or employee of the City of Weslaco acted illegally or contrary to approved Weslaco policies, rules, regulations or commonly accepted practices.

**7. *Other Terms.***

- 7.1 Conflict with applicable Law. Nothing in this Agreement shall be construed 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, 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.

- 7.2 **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 7.3 **Entire Agreement:** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of Mercedes and City of Weslaco and not otherwise.
- 7.4 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- 7.5 **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 the City of Weslaco:  
255 S. Kansas Ave.  
Weslaco, Texas 78596

Attn: Mike Perez, City Manager

If to City of Mercedes:  
400 S. Ohio Ave.  
Mercedes, Texas 78570

City of Mercedes Attn: City Manager

Any other 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.

- 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.

**[ Signature Page to Follow]**

WITNESS THE HANDS OF THE PARTIES effective as of the \_\_\_\_\_ day of January  
2022.

**City of Weslaco, Texas**

\_\_\_\_\_  
David Suarez, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Norma A. Cantu, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Juan E. Gonzalez, City Attorney

\_\_\_\_\_  
Date

**City of Mercedes, Texas**

\_\_\_\_\_  
Oscar D. Montoya, Sr., Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Joycelyn Castillo, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

STATE OF TEXAS §

COUNTY OF HIDALGO §

*USE for Review*

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF WESLACO, TEXAS AND THE CITY OF MERCEDES, TEXAS**

This Agreement is made by and between the City of Weslaco, Texas hereinafter referred to as "Weslaco" and the City of Mercedes, Texas; hereinafter referred to as "Mercedes", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

WHEREAS, City of Weslaco is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Mercedes is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Mercedes 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 Weslaco 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 Weslaco and City of Mercedes 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**, The City of Weslaco and City of Mercedes, 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 Mercedes prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Weslaco agrees to make use of their holding cells for prisoners of the City of Mercedes 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 January 1, 2021 and ending at midnight on January 1, 2022, 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 Weslaco agrees to process and temporarily confine persons arrested ("prisoners") by a Mercedes 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. Weslaco agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.

3.2 Mercedes agrees to transport prisoners to the Weslaco Police Department Jail and to assist Weslaco 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, Mercedes shall make all necessary arrangements to transport said prisoners out of the Weslaco Police Department Jail Facility.

3.4 Weslaco agrees to provide the same level of care and security for Mercedes prisoners as they do for their own prisoners.

3.5 Weslaco agrees to notify Mercedes as soon as possible of any issues involving Mercedes prisoners including but not limited to health, safety and general condition of the prisoners, while housed in the Weslaco jail facility.

3.6 City of Mercedes agrees that the Mercedes personnel involved in delivering and retrieving prisoners from the Weslaco facility shall at all times adhere to Weslaco rules and procedures in place pertaining to the detention of prisoners.

3.7 City of Mercedes agrees to reimburse Weslaco 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 Weslaco, Mercedes will relocate any Mercedes prisoners that the Weslaco Police Department determines is being unruly or disruptive or might cause harm to, or be harmed by, any other prisoner. Mercedes further agrees to relocate any Mercedes prisoners that the Weslaco Police Department is unable to accommodate for health, safety or crowded conditions.

*within 24 hr  
cycle*

*48 w/o  
rejection*



3.9 Weslaco reserves the right to refuse to accept for processing or temporary confinement of 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 Weslaco.

#### **4. *Use of Intoxilyzer.***

4.1 Upon request of Mercedes peace officer, Weslaco agrees to provide use of an intoxilyzer instrument for any prisoner charged with the offense of Driving While Intoxicated. If the Mercedes peace officer is not certified or trained to use the intoxilyzer, Weslaco agrees to provide a certified peace officer to administer the breath test. A Mercedes peace officer shall remain present at all times during the use of the intoxilyzer instrument.

#### **5. *Medical Treatment.***

5.1 Weslaco 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. A written medical clearance form must accompany the Mercedes prisoner to the Weslaco Police Jail facility in order to be confined, or to resume confinement. Arrangements for such treatment and the cost thereof shall be the responsibility of Mercedes.

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, Mercedes agrees that it will make the same available to any such prisoner. Weslaco agrees to notify Mercedes of any such circumstance and in emergency situations, shall transport the prisoner to the proper medical facilities, and Mercedes agrees to relieve Weslaco within thirty (30) minutes of transport. Any such emergency treatment and the cost thereof shall be the responsibility of Mercedes.

#### **6. *Insurance and Indemnification.***

6.1 Mercedes agrees to notify the City's Insurance Provider, TML, of this agreement and Mercedes will provide Weslaco proof that TML has been notified. Mercedes further agrees to indemnify and hold harmless the City of Weslaco for any legal action arising from any complaints, law suits, or civil complaints brought about by any prisoners housed under the terms and conditions of this agreement, unless a proper investigation determines that any agent or employee of the City of Weslaco acted illegally or contrary to approved Weslaco policies, rules, regulations or commonly accepted practices.

#### **7. *Other Terms.***

7.1 *Conflict with applicable Law.* Nothing in this Agreement shall be construed 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, 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.

**7.2 No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**7.3 Entire Agreement:** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of Mercedes and City of Weslaco and not otherwise.

**7.4 Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**7.5 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 the City of Weslaco:

City of Weslaco  
Attn: Mike Perez, City Manager  
255 S. Kansas Ave.  
Weslaco, Texas 78596

If to City of Mercedes:

City of Mercedes  
Attn: City Manager  
400 S. Ohio Ave.  
Mercedes, Texas 78570

Any other 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.

**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 herefrom, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

[ Signature Page to Follow ]

WITNESS THE HANDS OF THE PARTIES effective as of the \_\_\_\_ day of January 2021.

City of Weslaco, Texas

David Suarez  
David Suarez, Mayor

01/05/2021  
Date

ATTEST:

Norma A. Cantu  
Norma A. Cantu, City Secretary

01-05-2021  
Date

WCC

APPROVED AS TO FORM:

Juan E. Gonzalez  
Juan E. Gonzalez, City Attorney

City of Mercedes, Texas

Oscar D. Montoya, Sr.  
Oscar D. Montoya, Sr., Mayor

                      
Date

ATTEST:

Joycelyn Castillo  
Joycelyn Castillo, City Secretary

                      
Date

APPROVED AS TO FORM:

                      
City Attorney