FILED
AT 3:20 O'CLOCK P M
JUN 12 2017
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND HIDALGO COUNTY IRRIGATION DISTRICT #6

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, regarding law enforcement services provided through the cooperation of municipalities, counties, and other local governments between the **County of Hidalgo, Texas acting by and through the Office of Constable, Precinct #3**, (hereinafter referred to as the participating law enforcement agency) and the **Hidalgo County Irrigation District #6**, (hereinafter referred to as the District), a political subdivision of the state of Texas organized under Article XVI, Section 59 of the Texas Constitution and operating under the provisions of the Texas Water Code, Chapters 49 and 58; collectively, the governmental units are referred to as the "Parties" herein.

I.
Law Enforcement Agency Obligations

1. With the aim of increasing the safety and security for District and its resources, as well as for the citizens of Hidalgo County, Office of Constable, Precinct 3 will provide one (1) commissioned peace officer(s) to provide safety and security services (hereinafter referred to as "Services") to locations in and around District.

2. Services will be provided Monday-Friday, 8:00 a.m. to 5:00 p.m. or in lieu thereof at such other times agreed by District and the participating law enforcement agency.

3. The peace officer assigned by the participating law enforcement agency shall be empowered to enforce the laws of the State of Texas.

4. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County of Hidalgo and shall be subject to all applicable personnel policies, rules and procedures of the County of Hidalgo and the participating law enforcement agency.

5. In addition to the duties identified above, the participating law enforcement agency agrees that such peace officer assigned to the District shall use his/her best efforts to respond to emergencies or other exigent circumstances which may exist at the District during regular or agreed upon hours in which the response of a peace officer would be appropriate or in which the jurisdiction of the primary local law enforcement agency would be applicable. However, the peace officer shall use his/her sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. Should the peace officer decide to exercise the above referenced discretion, it will not be considered a violation of this agreement.

6. District and the participating law enforcement agency agree that the peace officer will not be required to perform any District administrative duties, other than those identified herein.

7. The participating law enforcement agency agrees to notify the administrative office of the District when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions. The participating law enforcement agency will provide a suitable replacement officer in any event that a normally assigned officer is unavailable by virtue of the use of the leave specified above. In the event that an officer is unexpectedly unavailable, the participating law enforcement agency shall provide a suitable replacement officer as soon as feasible.

8. The participating law enforcement agency may, but is not required to, consult with District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of Hidalgo County personnel shall remain the sole prerogative of the participating law enforcement agency. However, should District believe that the peace officer is not fulfilling his/her job duties or meeting District's expected performance standards under this Agreement, District shall notify the participating law enforcement agency with specific information regarding such nonperformance. The participating law enforcement agency shall correct the unsatisfactory performance or provide a suitable replacement officer by the next scheduled service day or as soon as feasible after receipt of notification by District.

II.
District's Obligations

Payment. The total amount of this Agreement shall not exceed $50,000.00 per year for services performed under this agreement.

Billing. District agrees to pay participating law enforcement agency on a monthly basis after receipt of an invoice. Such invoices shall be submitted by County to District for each month of service, with payment made ten (10) days following receipt of invoice in the Fiscal Department. Payment will be made only based on an approved statement of services rendered by participating law enforcement agency.

III.
Miscellaneous

Term. This agreement shall be effective on May 30, 2017, and will expire on May 30, 2018, unless otherwise terminated. This agreement may automatically renew for one year terms (up to 3 years) by agreement of the parties.

Termination of Agreement. This agreement shall remain in effect until terminated by either party with a thirty (30) day written notice prior to any cancellation. Such written notice shall be mailed to the address designated under **Notice.**

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

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

Amendments. This agreement may only be amended by written agreement between participating law enforcement agency and District.

Entire Agreement. This agreement constitutes the entire agreement of the parties and supersedes any prior understanding or oral or written agreements between District and participating law enforcement agency on the matters contained herein.

Contractor Relations. All participating law enforcement agency questions, issues, and comments regarding the management of this Agreement shall be directed to:

Hidalgo County Constable Precinct No. 3
Attention: Constable Larry Gallardo
730 N. Breyfogle #B
Mission, TX 78572
956-581-6800

Hidalgo County Irrigation District #6
Attention: Joe Aguilar, District Manager
P.O. Box 786
Mission, TX 78572
956-585-8389

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

Ramon Garcia
Hidalgo County Judge
Hidalgo County Courthouse Annex
100 E. Cano, 1st floor
Edinburg, Texas 78539

Hidalgo County Irrigation District #6
P.O. Box 786
Mission, Texas 78572
Attn: Joe Aguilar

Copy to:
Hidalgo County Constable Precinct No.3
Attention: Constable Lazaro "Larry" Gallardo
730 N. Breyfogle #B
Mission, Texas 78572

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

Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

Conflict of Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision

of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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.

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.

Assignment. This Agreement shall not be assignable.

Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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.

Authority to Execute. The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating law enforcement agency and District in accordance with its terms.

Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

Indemnification: Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character

whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under the Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto.

Nondiscrimination. The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or District policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.

This agreement shall become effective upon the execution by all parties as noted below.

County of Hidalgo, Texas

Ramon Garcia
Hidalgo County Judge
Date: _____

Constable Lazaro "Larry" Gallardo
Hidalgo County Constable Precinct No. 3
Date: 6/14/17

ATTEST:
Arturo Guajardo, Jr., County Clerk
Date: _____

Hidalgo County Irrigation District #6

Diana Izaguirre
President
Date: 6-19-17

Brandon Thompson
Secretary
Date: 6/19/17

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

APPROVED BY
COMMISSIONERS' COURT
ON: 5/30/17

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

Josephine Ramirez-Solis, Assistant District Attorney