



HIDALGO COUNTY AUDITOR'S OFFICE
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EDINBURG, TEXAS 78539

June 27, 2019

The Honorable Richard F Cortez, Hidalgo County Judge
 The Honorable David Fuentes, Commissioner, Precinct No. 1
 The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
 The Honorable Jose M. Flores, Commissioner, Precinct No. 3
 The Honorable Ellie Torres, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0700707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Maria Arcilia Duran, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Hidalgo County Irrigation District #6. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$50,000	Hidalgo County Irrigation District #6 – Peace Officer Hidalgo Co. Constable Precinct No. 3 FY2019

CERTIFIED BY:

Maria Arcilia Duran
 Maria Arcilia Duran, CPA

6-28-19
 Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92 ND D.C.	FERNANDO MANCIAS JUDGE, 93 RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139 TH D.C.	ROSE GUERRA REYNA JUDGE, 206 TH D.C.	MARLA CUELLAR JUDGE, 275 TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 ND D.C.	NOE GONZALEZ JUDGE, 370 TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 TH D.C.	L. KENO VASQUEZ JUDGE, 398 TH D.C.	ISRAEL RAMON, JR. JUDGE, 430 TH D.C.	RENEE R. BETANCOURT JUDGE, 449 TH D.C.	JAI ME TLJERINA JUDGE, 464 TH D.C.
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AI-70772

Constable Pct. #3 12. A.

CC AGENDA SPECIAL MTG

Meeting Date: 07/01/2019

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 (1285):

1. Requesting approval to continue payment from General Fund for the employee currently hired under the Irrigation District #6 agreement, pending approval to renew agreement for the year 2019.
2. Requesting approval to renew Interlocal Agreement between County of Hidalgo, Texas, (acting by and through the office of Constable, Precinct 3) and Hidalgo County Irrigation District #6 with additional amendments, effective May 31, 2019.
3. Requesting approval of Certification of Revenues in the amount of \$50,000.
4. Requesting approval of appropriation of funds in the amount of \$64,889.65.

BACKGROUND

Original contract was approved on May 29, 2018 under agenda item 65070. Contract also had automatic one year term renewals up to three years.

Fiscal Impact

CALENDAR YEAR: 2019

ACCT. #: 9-1285-421-00-293-020-9-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds.

Interfund transfer - AI-71057 CC 07/01/9, in the amount of \$14,889.65; COR in the amount of \$50,000.

Attachments

Minutes

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/24/2019 09:59 AM
Final Approval		

Form Started By: Raquel Ramos

Started On: 06/10/2019 01:37 PM

DATE: June 26, 2019

2019
Transfer



DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

AI: 70772

ACCOUNT NUMBER: 9-1285-421-00-293-020-9-XXX

Contact Person: Raquel Ramos Ph#: 956-205-7031

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code Chapter 111, § 111.070, Item C (2).

0 *
45,914.00+
600.00+
7,392.00+
43.56+
3,558.32+
5,651.45+
279.08+
1,451.24+
64,889.65*

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1285-421-00-293-020-9-113	Const. Pct. 3 - HC Irrig. Dist6 - Reg F/T Employees	\$ 45,914.00
9-1285-421-00-293-020-9-117	Const. Pct. 3 - HC Irrig. Dist6 -Supplemental Pay	\$ 600.00
9-1285-421-00-293-020-9-211	Const. Pct. 3 - HC Irrig. Dist6 - Health Insurance	\$ 7,392.00
9-1285-421-00-293-020-9-212	Const. Pct. 3 - HC Irrig. Dist6 - Life Insurance	\$ 43.56
9-1285-421-00-293-020-9-220	Const. Pct. 3 - HC Irrig. Dist6 - FICA	\$ 3,558.32
9-1285-421-00-293-020-9-230	Const. Pct. 3 - HC Irrig. Dist6 -Retirement	\$ 5,651.45
9-1285-421-00-293-020-9-250	Const. Pct. 3 - HC Irrig. Dist6 - Unemployment Comp	\$ 279.08
9-1285-421-00-293-020-9-260	Const. Pct. 3 - HC Irrig. Dist6 -Worker's Comp.	\$ 1,451.24
9-1285-391-01-020-100-9-000	Transfers In-General Fund (DO NOT POST)	14,889.65
9-1285-337-00-293-020-9-000	Const. Pct. 3 - HC Irrig. Dist6 - Revenues	\$ 50,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$ 64,889.65

REASON: To appropriate funding for Interlocal Agreement between Hidalgo County Constable Precinct 3 and Hidalgo County Irrigation District #6. Interlocal Agreeent amount is \$50,000 and the remaining amount will be transferred in from General Fund.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Mr. Brandon Thompson made a motion for the Board of Directors to reconvene at 4:28 p.m. and seconded by Mr. Santana Gutierrez.

Motion carried unanimously.

For the Record: Martha Salinas, Interim General Manager, left the closed session at 3:44 p.m. and joined the closed session at 4:06 p.m. to discuss item 20a, 20c, 20h, 20i and 20j.

21. Discussion and possible action regarding item(s) discussed in Executive Session.

Item: 5 d. Mr. Brandon Thompson made a motion and seconded by Mr. Santana Gutierrez to approve legal counsel to create a Hold Harmless Agreement to be signed by the Board of Directors regarding Constable Pct. 3's request to borrow HCID#6's observation tower to be located at Anzaldua's Park on Easter Sunday.

Motion carried unanimously.

Item: 6. Mr. Brandon Thompson made a motion and seconded by Mr. Santana Gutierrez to take no action regarding the West-South corner of HCID#6 Walker Lake property boundaries.

Motion carried unanimously.

Item: 12. Mr. Brandon Thompson made a motion and seconded by Mr. Santana Gutierrez to table this item and allow counsel to review with engineers the request made by Victor Trevino, South Texas Infrastructure Group, on behalf of Manuel Chapa regarding the review on *Camino De Abram Subdivision Phase II*, being a 58.65-acre tract of land situated in Nicholas Zamora Survey, A-76, Porcion 48, Hidalgo County, Texas, out of a 130.465-acre tract of land as described in Volume 1178, Page 208, of the Deed Records, Hidalgo County, Texas.

Motion carried unanimously.

Item: 13. Mr. Brandon Thompson made a motion and seconded by Mr. Santana Gutierrez for counsel to obtain a title report and for Mr. Munoz to provide two surveys regarding a request made by *Rodolfo Munoz* regarding the release of HCID#6 easement on *El Rancho Estate Phase III*, being a 2.07-acre tract of land out of Lot 102 and 101, Block 3A, The Goodwin Tract Subdivision No. 1 and No. 2, according to the Map Recorded in Vol. 8, Page 52A and 3, Map Records, Hidalgo, County. (FR: 2457)

Motion carried unanimously.

Item: 16. Mr. Brandon Thompson made a motion and seconded by Mr. Santana Gutierrez to authorize counsel to amend and clarify expenditures for extra equipment regarding the Interlocal Cooperative Agreement for an additional year by and between The County of Hidalgo acting by through the *Office of Constable, Precinct #3* and Hidalgo County Irrigation District No. 6.

Motion carried unanimously.

Item: 19. Mr. Brandon Thompson made a motion and seconded by Mr. Santana Gutierrez to authorize counsel to create a Hold Harmless Agreement by Thursday, April 18, 2019, regarding a request made by Jared J. Jarvis, on behalf of *U.S. Customs and Border Protection Department of Homeland Security*, regarding an extension to deploy the antenna at Walker Lake through April 1, 2020.

Motion carried unanimously.

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

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

*Agreement Attached is For FY18.
FY19 Agreement is being Amended
by legal. To clearly state any
Expenses over \$50,000 must
be covered by C. PCT. 3*

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 31, 2018, and will expire on May 30, 2019, 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
Ramon Garcia
Hidalgo County Judge
Date: 5/29/18

Hidalgo County Irrigation District #6

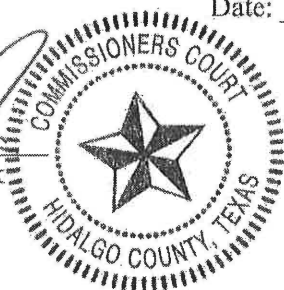
Diana Izaguirre
Diana Izaguirre
President
Date: 6-1-18

Constable Lazaro "Larry" Gallardo
Constable Lazaro "Larry" Gallardo
Hidalgo County Constable Precinct No. 3
Date: _____

Brandon Thompson
Brandon Thompson
Secretary
Date: 6-1-18

ATTEST:

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



APPROVED AS TO FORM:

Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

Josephine Ramirez-Solis
Josephine Ramirez-Solis, Assistant District Attorney

APPROVED BY
COMMISSIONERS' COURT
ON: 5/29/18