

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

May 20, 2021

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 Everardo Villarreal, Commissioner, Precinct No. 3
The Honorable Ellie Torres, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

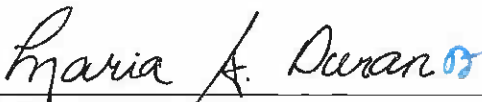
Pursuant to Local Government Code § 111.0700707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

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
\$45,000	Hidalgo County Irrigation District #6 - Peace Officer Hidalgo Co. Constable Precinct No. 3 FY2021

CERTIFIED BY:



Maria Arcilia Duran, CPA

5-24-21

Date



HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY
JUDGE, 82ND D.C.

FERNANDO MARCHESI
JUDGE, 89TH D.C.

J. R. "BOBBY" FLORES
JUDGE, 138TH D.C.

ROSE GUERRA REYNA
JUDGE, 204TH D.C.

MARLA CUELLAR
JUDGE, 216TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

MOE GONZALEZ
JUDGE, 378TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

L. KENO VASQUEZ
JUDGE, 389TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

RENEE R. BETANCOURT
JUDGE, 448TH D.C.

JOE RAMIREZ
JUDGE, 464TH D.C.

AI-80841

Constable Pct. #3 18. 0.

CC REGULAR AGENDA REGULAR MTG

Meeting Date: 05/25/2021
 Submitted For: Leidy Roque, CONSTABLE PCT. #3
 Submitted By: Leidy Roque, CONSTABLE PCT. #3
 Department: CONSTABLE PCT. #3

CAPTION

Constable Pct. 3 - Irrigation District No. 6 (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 2021.
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 **second amendment** agreement to be effective on **May 31, 2021** through **May 30, 2022 (FY 2021)**.
3. Requesting approval of certification of revenues, as certified by the Co. Auditor, in the amount of **\$45,000.00**
4. Requesting approval of appropriation of funds in the amount of **\$75,720.90.**

BACKGROUND

AI-65070, CC 5-29-2018, CC Approval of Original Agreement between County & Irrigation District No. 6
 AI-70772, CC 7-1-2019, CC Approval of 1st Amendment Agreement between County & Irrigation District No. 6

The Second Amendment Agreement has an automatic one year term renewal of up to 4 years. The Second Amendment Agreement extends the renewal term for an additional one year term from **5-31-2021 to 5-30-2022 (FY 2021)** and reduces the Irrigation District No. 6 contribution from \$50,000.00 to \$45,000.00.

Fiscal Impact

CALENDAR YEAR:	2021	ACCT. #:	1-1285-421-00-293-020-1-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	Y

BUDGETARY IMPACT:

CONST PCT3-IRRIG DIST6; Appropriation of Funds in the amount of \$75,720.90, pending COR by Co. Auditor in the amount of \$45,000.00..

The compensation amount as stipulated in agreement cannot exceed \$45K. The remaining amount of \$30,720.90 is to be paid by county (i.e. cash match) to fund salary & fringes for one deputy constable position, slot #0001 for new fiscal year 2021 to be effective from 5-31-2021 to 5-30-2022.

Interfund transfer- AI 80922 CC 5-25-2021 in the amount of \$30,720.90; COR in the amount of \$45K.

Revenue acct #1-1285-337-00-293-020-1-000 *CONST PCT3-HC IRRIG.
DIST6-REVENUES*

Cash match acct #1-1285-391-01-293-020-1-100 *TRANSFERS IN-GENERAL
FUND*

Attachments

Original Interlocal Agreement

1st Amended ICA

2nd Amendment ICA

Const. Pct. 3 Irrig. Dist #6 Approp.

Const Pct. 3-Irrig. Dist. No. 6 Salary Analysis

COR Request Email 5.19.2021

Legal Approval Email 5.19.2021

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/19/2021 04:56 PM
Ivan Cantu	Ivan Cantu	05/20/2021 10:02 AM
Final Approval		
Ivan Cantu	Ivan Cantu	05/20/2021 03:18 PM
Final Approval		
Form Started By: Leidy Roque		Started On: 05/13/2021 01:10 PM

DATE: May 25, 2021

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2021
Appropriation
AI-80841/CC 5-25-2021



DEPARTMENT NAME: Hidalgo County Department of Budget & Management
for Constable Pct. 3-Irrigation District No. 6

ACCOUNT NUMBER: 1-1285-421-00-293-020-1-XXX

Contact Person: Ivan Cantu Ph#: ext. 5425

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).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
1-1285-421-00-293-020-1-	113	Const. Pct3-Irrig Dist 6-	Regular F/T Employees	52,857.00
1-1285-421-00-293-020-1-	117	Const. Pct3-Irrig Dist 6-	Supplemental Pay	1,800.00
1-1285-421-00-293-020-1-	211	Const. Pct3-Irrig Dist 6-	Health Insurance	7,848.00
1-1285-421-00-293-020-1-	212	Const. Pct3-Irrig Dist 6-	Life Insurance	43.56
1-1285-421-00-293-020-1-	220	Const. Pct3-Irrig Dist 6-	FICA	4,181.26
1-1285-421-00-293-020-1-	230	Const. Pct3-Irrig Dist 6-	Retirement	6,957.84
1-1285-421-00-293-020-1-	250	Const. Pct3-Irrig Dist 6-	Unemployment Comp	327.94
1-1285-421-00-293-020-1-	260	Const. Pct3-Irrig Dist 6-	Worker's Comp	1,705.30
<i>1-1285-337-00-293-020-1-</i>	<i>000</i>	<i>Const Pct. 3-HC Irrig Dist6-</i>	<i>Revenues</i>	<i>45,000.00</i>
<i>1-1285-391-01-293-020-1</i>	<i>100</i>	<i>Transfers in-General Fund</i>	<i>(DO NOT POST)</i>	<i>30,720.90</i>
TOTAL BUDGET INCREASE (DECREASE)				75,720.90

REASON:

Appropriation of funds for the Const. Pct. 3 Irrigation District No. 6 FY 2021 2nd Amendment Interlocal Agreement effective from 5-31-2021 to 5-30-2022. Agreement requires a county cash match to cover the remaining portion of the salary & fringes for one Deputy Constable assigned to provide security services to the Irrigation District No. 6.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

52,857.00+
 1,800.00+
 7,848.00+
 43.56+
 4,181.26+
 6,957.84+
 - 327.94+
 1,705.30+
 75,720.90*

45,000.00+
 30,720.90+
 75,720.90*

Hidalgo County
Constable Pct. 3
Irrigation District No. 6
FY 2021 (5-31-2021 to 5-30-2022)
Salaries Worksheet

Agenda Item - 80841
CC, 5-25-2021

1285-421-00-293-020-1-XXX CONST. PCT 3 IRRIG. DIST 6 SECURITY

FY 2021 (5-31-2021 to 5-30-2022)

		Irrigation District No. 6	
		Deputy Constable	
		Slot #0001	
		Emp #222879	
		LED Date: 9-19-2017	TOTAL
Budgeted Salary		47,062.00	47,062.00
Rank/Step Increase (rank 8, step 1)		4,255.00	4,255.00
COLA Increase (3.0%)		1,540.00	1,540.00
TOTAL BUDGETED SALARY:		\$ 52,857.00	\$ 52,857.00
Budgeted Longevity (includes annual increase-2022)		-	-
Budgeted Supplemental Pay		1,800.00	1,800.00
TOTAL ALLOWANCES:		\$ 1,800.00	\$ 1,800.00
TOTAL BUDGETED COMPENSATION:		\$ 54,657.00	\$ 54,657.00
	RATES		
Health Insurance	\$ 7,848.00	\$ 7,848.00	\$ 7,848.00
Life Insurance	\$ 43.56	43.56	43.56
FICA	7.65%	4,181.26	4,181.26
Retirement	12.73%	6,957.84	6,957.84
Unemployment	0.60%	327.94	327.94
Workers Compensation	3.12%	1,705.30	1,705.30
TOTAL FRINGE BENEFITS:		\$ 21,063.90	\$ 21,063.90
TOTAL COMPENSATION & FRINGE BENEFITS:		\$ 75,720.90	\$ 75,720.90

		% Distrib
Irrigation District No. 6 Portion	\$ 45,000.00	59%
Hidalgo Co. Portion	\$ 30,720.90	41%
	\$ 75,720.90	100%

*Based on Budgeted Amount

Fwd: FW: Second Amd to Interlocal Agmt.doc

Inbox

Leidy Roque

Wed, May 19, 3:47 PM
(17 hours ago)

to Moises, me

Good Afternoon Moises,

Attached is an email communication between Ms. Minnie Mueller and myself in reference to Monday's meeting. I do not have the minutes yet, but this is confirmation that can be used for the Certification of Revenues.

Thank you in advance

----- Forwarded message -----

From: <minnie.mueller@hcid6.com>

Date: Wed, May 19, 2021 at 3:38 PM

Subject: FW: Second Amd to Interlocal Agmt.doc

To: Leidy Roque <leidy.roque@co.hidalgo.tx.us>, <josephine.ramirez@da.co.hidalgo.tx.us>

Cc: <antonio.uresti@hcid6.com>, Deborah Cordova <dcordova@wmcnlaw.com>, Mary Ayala <mayala@wmcnlaw.com>

Ms. Leidy, (2nd Amendment)

Attached is **Board Approved agreement** which took place this Monday, May 17, 2021.

I will forward minutes as soon as they are available.

Thank you in advance.

Minnie Mueller

Assistant

Hidalgo County Irrigation District No. 6

PO Box 786 / 3735 N FM 492 (Goodwin Rd) / Mission, TX 78574

Email: minnie.mueller@hcid6.com

Phone: (956) 585-8389

Fax: (956) 585-9920

"Where the Water Flows Everything Grows"

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Fwd: Second Amd to Interlocal Agmt.doc

1 message

Moises Beltran <moises.beltran@auditor.co.hidalgo.tx.us>

Thu, May 20, 2021 at
2:09 PM

To: Ivan Cantu <ivan.cantu@co.hidalgo.tx.us>

Good afternoon Ivan,

Could you please replace the legal counsel email attached to AI-80841 with the email chain below?

Thank you.

----- Forwarded message -----

From: **Leidy Roque** <leidy.roque@co.hidalgo.tx.us>

Date: Thu, May 20, 2021 at 10:34 AM

Subject: Fwd: Second Amd to Interlocal Agmt.doc

To: Moises Beltran <moises.beltran@auditor.co.hidalgo.tx.us>

----- Forwarded message -----

From: **Josephine Ramirez** <josephine.ramirez@da.co.hidalgo.tx.us>

Date: Wed, May 19, 2021 at 2:51 PM

Subject: Re: Second Amd to Interlocal Agmt.doc

To: Deborah Cordova <dcordova@wmcnlaw.com>

Cc: leidy.roque@co.hidalgo.tx.us <leidy.roque@co.hidalgo.tx.us>, antonio.uresti@hcid6.com <antonio.uresti@hcid6.com>, minnie.mueller@hcid6.com <minnie.mueller@hcid6.com>, Mary Ayala <mayala@wmcnlaw.com>, Larry Gallardo <larry.gallardo@co.hidalgo.tx.us>

Great. Thank you.

Our office has no issues or concerns.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 292-7619 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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On Wed, May 19, 2021 at 2:47 PM Deborah Cordova <dcordova@wmcnlaw.com> wrote:

Josephine,

(2nd Amendment)

As we discussed, attached is the revised agreement for review.

Respectfully,

Deborah L. Cordova
Walsh McGurk Cordova Nixon, PLLC
1506 S. Lone Star Way, Suite 10

Edinburg, TX 78539
Direct Line: 956-632-5010

Main Line: 956-632-5000
dcordova@wmcnlaw.com
Click here to upload files.

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Visit us on the web at <http://www.wmcnlaw.com>

From: Deborah Cordova
Sent: Wednesday, May 19, 2021 11:29 AM
To: 'Larry Gallardo' <larry.gallardo@co.hidalgo.tx.us>
Cc: josephine.ramirez@da.co.hidalgo.tx.us; leidy.roque@co.hidalgo.tx.us; antonio.uresti@hcid6.com; 'minnie.mueller@hcid6.com' <minnie.mueller@hcid6.com>; Mary Ayala <mayala@wmcnlaw.com>
Subject: RE: Second Amd to Interlocal Agmt.doc

Constable Gallardo,

Attached is the revised Second Amendment for review extending the contract for an additional year as well. Initially, the contract read it could be extended for 3 one year terms and I changed that to 4 one year terms to get us through 2022. Please let me know if you have any questions or comments.

Deborah L. Cordova
Walsh McGurk Cordova Nixon, PLLC
1506 S. Lone Star Way, Suite 10

IRRIG DIST #6 INTERLOCAL AGREEMENT

TERM (FY17)	05/30/2017 - 05/30/2018
FIRST RENEWAL (FY18)	05/31/2018 - 05/30/2019
SECOND RENEWAL (FY19)	05/31/2019 - 05/30/2020
THIRD RENEWAL (FY20)	05/31/2020 - 05/30/2021
FOURTH RENEWAL (FY21)	05/31/2021 - 05/30/2022

**SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS AND HIDALGO COUNTY IRRIGATION DISTRICT
NO. 6**

This Second Amendment to Interlocal Cooperation Agreement between the County of Hidalgo, Texas and Hidalgo County Irrigation District #6 (the "Second Amendment") is entered into as of May 25, 2021, by and 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"), as an amendment to that certain Agreement defined below by and between the District and participating law enforcement agency.

WHEREAS, the District and the participating law enforcement agency previously entered into that certain Interlocal Cooperation Agreement between the County of Hidalgo, Texas and the Hidalgo County Irrigation District #6 on June 14, 2017 and entered into that First Amendment to the Interlocal Cooperation Agreement Between the County of Hidalgo, Texas and Hidalgo County Irrigation District No. 6 on July 1, 2019 (collectively, the "Agreement");

WHEREAS, the parties wish to amend certain provisions of the Agreement;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants set forth herein, the parties hereby agree to amend the Agreement.

1. **Ratification.** Except as supplemented or otherwise amended herein, the terms of the Agreement shall apply to this Second Amendment and are ratified and confirmed hereby. The Agreement and any executed amendments thereto constitute the entire agreement between the parties regarding the subject matter of the Agreement and supersede any and all prior or contemporaneous oral agreements or understandings between the parties.

2. Section II. District's Obligations, paragraph entitled "Payment" is deleted in its entirety and the following is inserted in lieu thereof:

Payment. The total amount of this Agreement shall not exceed \$45,000.00 per year for services performed under this Agreement. District shall not be responsible for purchasing or supplying any equipment to participating law enforcement agency related to Services provided under this Agreement.

3. Section III. Miscellaneous, paragraph entitled "Term" is deleted in its entirety and the following is inserted in lieu thereof:

Term. This Agreement shall be effective on May 31, 2017, and will expire on May 30, 2018, unless otherwise terminated. This agreement may automatically renew for one-year terms (up to 4 years) by agreement of the parties.

4. Section III. Miscellaneous, paragraph entitled "Contractor Relations" is deleted in its entirety and the following is inserted in lieu thereof:

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
Attn: Constable Larry Gallardo
730 N. Breyfogle #B
Mission, TX 78572
956-581-6800

Hidalgo County Irrigation District #6
Attn: Dr. Antonio Uresti, General Manager
P.O. Box 786
Mission, TX 78572
956-585-8389

5. Section III. Miscellaneous, paragraph entitled "Notice: is deleted in its entirety and the following is inserted in lieu thereof:

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

Richard Cortez
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: Dr. Antonio Uresti, General Manager

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

6. This Second Amendment shall become effective upon the execution of all parties as noted below.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first written above.

COUNTY OF HIDALGO, Texas

Hidalgo County Irrigation District #6

Richard Cortez, County Judge
Date: _____

Diana Izaguirre, President
Date: _____

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

Attest:

Arturo Guajardo, Jr., County Clerk

Date: _____

Approved as to Form:

Office of Criminal District Attorney.

Ricardo Rodriguez, Jr.

Josephine Ramirez-Solis,
Assistant District Attorney

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, TEXAS AND HIDALGO COUNTY IRRIGATION
DISTRICT NO. 6**

This First Amendment to Interlocal Cooperation Agreement between the County of Hidalgo, Texas, and Hidalgo County Irrigation District #6 (the "First Amendment") is entered into as of July 01, 2019, by and 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"), as an amendment to that certain Agreement defined below by and between the District and participating law enforcement agency.

WHEREAS, the District and the participating law enforcement agency previously entered into that certain Interlocal Cooperation Agreement between the County of Hidalgo, Texas and the Hidalgo County Irrigation District #6 on June 14, 2017(the "Agreement");

WHEREAS, the parties wish to amend certain provisions of the Agreement;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants set forth herein, the parties hereby agree to amend the Agreement.

1. **Ratification.** Except as supplemented or otherwise amended herein, the terms of the Agreement shall apply to this First Amendment and are ratified and confirmed hereby. The Agreement and any executed amendments thereto constitute the entire agreement between the parties regarding the subject matter of the Agreement and supersede any and all prior or contemporaneous oral agreements or understandings between the parties.

2. Section II. District's Obligations, paragraph entitled "Payment" is deleted in its entirety and the following is inserted in lieu thereof:

Payment. The total amount of this Agreement shall not exceed \$50,000.00 per year for services performed under this agreement. District shall not be responsible for purchasing or supplying any equipment to participating law enforcement agency related to Services provided under this Agreement.

3. Section III. Miscellaneous, paragraph entitled "Contractor Relations" is deleted in its entirety and the following is inserted in lieu thereof:

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
Attn: Constable Larry Gallardo
730 N. Breyfogle #B
Mission, TX 78572
956-581-6800

Hidalgo County Irrigation District #6
Attn: Rene Flores, Interim General Manager
P.O. Box 786
Mission, TX 78572
956-585-8389

4. Section III. Miscellaneous, paragraph entitled "Notice" is deleted in its entirety and the following is inserted in lieu thereof:

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

Richard Cortez
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: Rene Flores, Interim General Manager

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

5. This First Amendment shall become effective upon the execution of all parties as noted below.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first written above.

COUNTY OF HIDALGO, Texas

Hidalgo County Irrigation-District #6

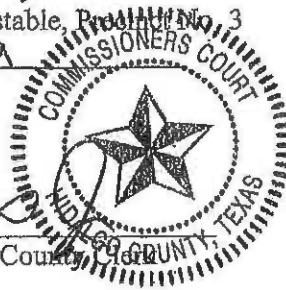
Richard Cortez
Richard Cortez, County Judge
Date: 7/16/19

Diana Izaguirre
Diana Izaguirre, President
Date: 7-24-19

Lazaro Gallardo Jr.
Constable Lazaro, Larry Gallardo
Hidalgo County Constable, Precinct No. 3
Date: 7/18/19

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: 7/11/19 *mk*

FILED
AT 11:30 O'CLOCK A M
MAY 29 2018
ARTURO GUJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS
BY: <u>NEIC</u> 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 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