

**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