

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO       §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND HIDALGO COUNTY APPRAISAL DISTRICT IN RELATION TO SECURITY SERVICES**

This Agreement is made and entered into by and between **COUNTY OF HIDALGO, TEXAS**, acting by and through the **Office of Constable Precinct No. 4** (the “**Participating Law Enforcement Agency**”), and **Hidalgo County Appraisal District** (hereinafter referred to as the “**District**”) pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (the “**Act**”) Chapter 791, Texas Government Code. This **Agreement** constitutes the entire agreement of the **Parties** and **supersedes** any prior understanding or oral or written agreements between the **District** and the **Participating Law Enforcement Agency** on the matters contained herein. The **Participating Law Enforcement Agency** and the **District**, collectively referred to herein as the “**Parties**”, mutually agree as to the following:

**I. Law Enforcement Agency’s Obligations**

1. **Participating Law Enforcement Agency** will provide one (1) commissioned peace officer(s) in and around the **District** (the “**Services**”) to increase the safety and security for the **District**, its resources, and for the safety and security of the citizens of Hidalgo County;
2. The **Services** will be provided Monday-Friday, 8:00 a.m. to 5:00 p.m. or, in lieu thereof, at such other times mutually agreed to by the **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. The **Participating Law Enforcement Agency** agrees that the assigned peace officer shall use their best efforts to respond appropriately to emergencies or exigent circumstances that may exist at the **District** and/or the applicable jurisdiction of the **Participating Law**

**Enforcement Agency.** However, the peace officer shall use their sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such an officer. Should the peace officer decide to exercise the above-referenced judgment and/or discretion, it shall not be considered a violation of this **Agreement**.

6. **District** and the **Participating Law Enforcement Agency** agree that the peace officer shall not perform any of the **District's** 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 the **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 the **District** believe that the peace officer is not fulfilling their job duties or meeting the **Districts'** expected performance standards under this **Agreement**, the **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 the **District**.

## **II. District's Obligations**

9. **Payment.** The total amount to be paid by the District for the services provided under this Agreement shall be \$78,216.43 per year billed in accordance to Paragraph 10 below.

10. **Billing.** The **District** agrees to pay the **Participating Law Enforcement Agency** on a monthly basis after receipt of an invoice. Invoices shall be submitted by the **County of Hidalgo, Texas** to the **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**.

11. **Equipment and Supplies.** “Participating Law Enforcement Agency” for “District” shall be responsible to provide any and all supplies, equipment, uniforms, as well as a law enforcement vehicle, if any, with insurance coverage to be used for official business and while on duty by the Peace Officer assigned by the **Participating Law Enforcement Agency**.

### III. Miscellaneous

12. **Term.** This Agreement shall be effective on June 1, 2024 and will expire on May 31, 2025, unless otherwise terminated.

13. **Termination of Agreement.** This Agreement shall remain in effect until terminated by any party with a thirty (30) day written notice before any cancellation. The written notice shall be mailed to the addresses 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 provide the **Services** under this Agreement; and the **District** shall continue to pay for the **Services** in the manner specified in this Agreement. However, the **District** and the **Participating Law Enforcement Agency** may mutually agree to termination of this Agreement at any time.

14. **Amendments.** This Agreement may only be amended by written agreement between **Participating Law Enforcement Agency** and the **District**.

15. **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. 4**  
Attn: Constable Atanacio “J.R.” Gaitan  
1212 S. 25<sup>th</sup> St. Suite B  
Edinburg, TX 78539  
956-383-8560

**Hidalgo County Appraisal District**  
Attn: Rolando Garza, Chief Appraiser  
4405 S. Professional Dr.  
Edinburg, TX 78539  
956-381-8466

16. **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:

**Hidalgo County Judge**

Attn: Richard Cortez, County Judge  
Hidalgo County Courthouse Annex  
100 E. Cano, 1<sup>st</sup> floor  
Edinburg, Texas 78539

**Hidalgo County Appraisal District**

Attn. Rolando Garza, Chief Appraiser  
4405 S. Professional Dr.  
Edinburg, Texas 78539

**Copy to:**

**Hidalgo County Constable Precinct No.4**

Attn: Constable Atanacio "J.R" Gaitan  
1212 S. 25<sup>th</sup> St.  
Edinburg, Texas 78539

17. **Governing Law.** This **Agreement** is being executed, delivered, and shall be performed in the County of Hidalgo, 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. The **District** hereby consents to personal jurisdiction in Hidalgo County, Texas. The **Parties** shall conform to their own applicable purchasing laws, regulations, policies, and procedures with respect to their respective portions of obligations under this **Agreement**, as performed by each party.

18. **Conflict of Applicable Law.** Nothing in this **Agreement** shall be construed to require the commission of any act contrary to law. If there is any conflict between any provision of this **Agreement** and any present or future law, ordinance, administrative, executive, or judicial regulation, order or decree, or amendment thereof, the latter shall prevail. The affected provision(s) 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.

19. **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.

20. **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**.

21. **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**.

22. **Assignment.** This **Agreement** shall not be assignable.

23. **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.

24. **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 as often as may be appropriate.

25. **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 Districts** in accordance with its terms.

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

27. **Immunities.** This **Agreement** is not intended to extend the liability of the **Parties** beyond that provided by law. The **Parties** do not waive, nor shall the **Parties** be deemed to have hereby waived, any immunity or defense that would otherwise be available to them against claims arising from third parties.

28. **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.

29. **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 this **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.

30. **Nondiscrimination.** The **Parties** agree that the **Services** shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, disability, or any other protected class.

*[Signature Page to Follow]*

This Agreement shall become effective upon the execution by all Parties as noted below.

APPROVED BY COMMISSIONERS' COURT ON \_\_\_\_\_.

Agenda Item No. \_\_\_\_\_

Executive Office: \_\_\_\_\_

County of Hidalgo, Texas

Hidalgo County Appraisal District

\_\_\_\_\_  
Richard Cortez, Hidalgo County Judge

\_\_\_\_\_  
Rolando Garza, Chief Appraiser

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Hidalgo County Constable Precinct No. 4

\_\_\_\_\_  
Constable Atanacio "J.R." Gaitan

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Office of Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
TBD  
Assistant District Attorney

**ATTACHMENTS:**

- Exhibit "A"– *Salary Worksheet*

**SUPPLEMENTAL SIGNATURES:**

*(If Applicable)*

