STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS, HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, UNITED IRRIGATION DISTRICT, AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 16

This **Agreement** is made and entered into under Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act and pertains to law enforcement services provided through the cooperation of municipalities, counties, and other local governments, to wit: the **COUNTY OF HIDALGO, TEXAS**, acting by and through the **Office of Constable, Precinct No. 3** (the "**Participating Law Enforcement Agency**"), and Limited Purpose Districts of the State of Texas, organized under Article XVI, Section 59 of the Texas Constitution and operate under the provisions of the Texas Water Code, Chapters 49 and 58, namely: **HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, UNITED IRRIGATION DISTRICT, AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 16** (hereinafter referred to as the "**DISTRICT**"). This **Agreement** constitutes the entire agreement of the **Parties** and **supersedes** any prior understanding or oral or written agreements between the **Districts** and the **Participating Law Enforcement Agency** on the matters contained herein. The **Participating Law Enforcement Agency** and the **Districts**, 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 **Districts** (the "**Services**") to increase the safety and security for the **Districts**, their 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 **Districts** 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 **Districts** 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. **Districts** and the **Participating Law Enforcement Agency** agree that the peace officer shall not perform any of the **Districts'** administrative duties other than those identified herein.

7. The **Participating Law Enforcement Agency** agrees to notify the administrative office of the **Districts** 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 **Districts** 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 **Districts** believe that the peace officer is not fulfilling their job duties or meeting the **Districts'** expected performance standards under this **Agreement**, the **Districts** 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 **Districts.**

II. Districts' Obligations

9. **Payment.** The total amount of this **Agreement** shall not exceed $105,965.00 per year for the **Services** performed under this **Agreement,** divided amongst the three (3)

Districts at twenty-seven point zero-four nineteen percent (27.0419%) and the County of Hidalgo, Texas at eighteen point eighty-seven forty-two percent (18.8742%). *See* the attached Salary Worksheet incorporated as **Exhibit "A"** for specific portions attributed to each **Districts** and the County of Hidalgo, Texas. The **Districts** shall not be responsible for purchasing or supplying any equipment to **Participating Law Enforcement Agency** related to the **Services** provided under this **Agreement.**

10. **Billing.** The **Districts** agree 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 **Districts** 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

11. **Term.** This **Agreement** shall be effective on October 18, 2026, and will expire on October 17, 2027, unless otherwise terminated.

12. **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 **Districts** shall continue to pay for the **Services** in the manner specified in this **Agreement.** However, the **Districts** and the **Participating Law Enforcement Agency** may **mutually agree to termination of this Agreement at any time.**

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

14. **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

Hidalgo County Irrigation District No. 6
Attn: Dr. Antonio Uresti, General Manager
P.O. Box 786
Mission, TX 78572

730 N. Breyfogle #B
Mission, TX 78572
956-581-6800

P.O. Box 786
Mission, TX 78572
956-585-8389

United Irrigation District
Attn: Juan Martinez, General Manager
P.O. Box 877
Mission, TX 78573
956-585-4818

Hidalgo County Irrigation District No. 16
Attn: Dr. Antonio Uresti, General Manager
P.O. Box 877
Mission, Texas 78573
956-585-4818

15. **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 No. 6
Attn: Dr. Antonio Uresti, General Manager
P.O. Box 877
Mission, Texas 78573
956-585-4818

United Irrigation District
Attn: Juan Martinez, General Manager
P.O. Box 877
Mission, TX 78573
956-585-4818

Hidalgo County Irrigation District No. 16
Attn: Dr. Antonio Uresti, General Manager
P.O. Box 877
Mission, Texas 78573
956-585-4818

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

16. **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 **Districts** hereby consent to personal

purchasing laws, regulations, policies, and procedures with respect to their respective portions of obligations under this **Agreement**, as performed by each party.

17. **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.

18. **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.

19. **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**.

20. **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**.

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

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **INDEMNIFICATION:** 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.

28. **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.

29. **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_____ ____, 2026.

Agenda Item No. ____

Executive Office: _____

County of Hidalgo, Texas

_____

Richard Cortez, Hidalgo County Judge

Date: _____

Hidalgo County Constable Precinct No. 3

_____

Constable Lazaro "Larry" Gallardo

Date: _____

United Irrigation District

_____

Jesus Garcia

President

Date: 10/26/26

Hidalgo County Irrigation District No. 16

_____

Xavier Ornelas

President

Date: 10-9-26

Hidalgo County Irrigation District No. 6

_____

Diana Izaguirre

President

Date: 10-19-2026

APPROVED AS TO FORM:

Office of Criminal District Attorney,

Toribio "Terry" Palacios

_____

Robert Vina III

Chief Assistant District Attorney

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

- **Exhibit "A"– *Salary Worksheet***

SUPPLEMENTAL SIGNATURES:

(*If* *Applicable*)

[[Page Intentionally Left Blank]]