

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is executed by and between Webb County and the Webb County Deputy Sheriff’s Association.

Attention: Fred Calderon, President of Webb County Deputy Sheriff’s Association

From: Jorge L. Trevino, Jr. Assistant Civil Legal Division Attorney

Date: October 30, 2018

Re: Deputy appointed as Bailiff to Webb County Court that can also provide translating services independent of being a Sheriff’s Deputy.

Factual Background

On October 22, 2018, Webb County Commissioners Court during its regularly scheduled meeting voted to authorize contact with the Webb County Deputy Sheriff’s Association (“WCDSA”) representative in order to address an issue raised by the Honorable Hugo Martinez, County Court at Law 1 Judge. Below is the excerpt of the agenda item.

Honorable Hugo Martinez, County Court at Law 1 Judge

Discussion and possible action to continue the payment of court interpreter stipend for Slot #1371, in the amount not to exceed \$6,448.00, with additional action to determine funding source as it was not requested in budget; and any other matters incident thereto.

16. **Issue:** The stipend for court interpreter was inadvertently overlooked and was not added to the general order for fiscal year 2018-2019.

Solution: Determine a funding source to be able to continue providing services.

Result: By funding this stipend, services will continue as it has in previous years.

Request by Webb County

Webb County is requesting pursuant to Article XXII of the Collective Bargaining Agreement between Webb County, Webb County Sheriff and the Webb County Deputy Sheriff’s Association October 1, 2015 to September 30, 2020 (herein after referred to as “CBA”) that the WCDSA acknowledge in writing to memorialize that: 1. Art X Maintenance of Standards; will not be violated since the pay will not be related to the duties of a deputy; and 2. that Article XI Section C- Incentive Pay is not violated since this section does not apply to a certified translator. More importantly, the CBA as a whole will not be breached, violated nor offended by any action

taken by commissioner's court in relation to the agenda item listed above including any action that may be required to fulfill the commissioner's court obligation to provide a translator to Webb County Court at Law 1 ("CCL1").

The service that will be paid by County Court at Law 1 will be for translating courtroom proceedings. Therefore, any stipend will constitute pay for actual work performed as a translator fall outside the duties of a deputy who is assigned as a bailiff to CCL1.


Acknowledgement and Agreement

Both parties have met and agreed by and through their authorized representatives that if the Webb County Commissioners Court authorizes by a majority vote on an agenda item to transfer funds in the amount of \$6,488.00 to pay an individual for translating services by County Court a Law 1, then it is acknowledged, agreed and understood by both parties that the individual who is paid for the translating services will likely be a deputy and such payment for services of translating will not offend, breach nor violate the CBA between Webb County, Webb County Sheriff and the Webb County Deputy Sheriff's Association October 1, 2018 to September 30, 2020.

This MOU is limited to the subject for which is stated throughout this MOU and shall not be used by either party as precedence to avoid, violate nor offend the terms of the CBA.

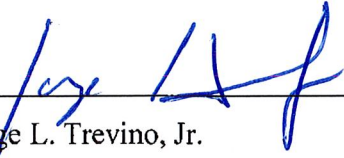
The signing of this document constitutes a final decision by the parties to this agreement.

Signed,



Federico Calderon, President
Webb County Deputy Sheriff's Association

11/5/18
Date



Jorge L. Trevino, Jr.
Assistant Attorney for the
Webb County Civil Legal Division

11/7/18
Date