

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

August 23, 2019

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 Jose M. Flores, 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. 0707 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 Tropical Texas Behavioral Health for the Safety and Security Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$71,309.00	Safety and Security Constable Precinct No. 4 FY19

CERTIFIED BY:

Maria Arcilia Duran
Maria Arcilia Duran, CRA

8-26-19
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLEY JUDGE, 22 ND D.C.	FERNANDO MANCIAS JUDGE, 27 TH D.C.	J. R. "BOBBY" FLORES JUDGE, 13 TH D.C.	ROSE GUERRA REYNA JUDGE, 26 TH D.C.	MARLA CUELLAR JUDGE, 27 TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 32 ND D.C.	NOE GONZALEZ JUDGE, 37 TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 38 TH D.C.	L. KENO VASQUEZ JUDGE, 38 TH D.C.	ISRAEL RAMON, JR. JUDGE, 43 RD D.C.	RENEE R. BETANCOURT JUDGE, 44 TH D.C.	JAIMÉ TIJERINA JUDGE, 44 TH D.C.
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AI-71727

Constable Pct. #4 17. B.

CC AGENDA REGULAR MTG

Meeting Date: 08/27/2019
Submitted For: Atanacio Gaitan, CONSTABLE PCT. #4
Submitted By: Nayla Munoz, CONSTABLE PCT. #4
Department: CONSTABLE PCT. #4

CAPTION

- ✓ Constable Precinct 4 - TTBH-Security (1285):
 1. Discussion, consideration, and approval to enter into an Interlocal Agreement between Hidalgo County Constable Precinct 4 and Tropical Texas Behavioral Health.
 - ✓ 2. Authorization to pay overtime reimbursable under the Interlocal Agreement terms and conditions.
 - ✓ 3. Authorization for County Judge, as authorized official, to sign Interlocal Agreement award and related documents.
 - ✓ 4. Approval of Certification of Revenues by the County Auditor in the amount of \$71,309.00 and appropriation of the same.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2019 ACCT. #: 9-1285-421-00-294-019-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Appropriation of funds.

Attachments

Interlocal Agreement

Salary Projection

Legal Approval

Appropriation

Form Review

Inbox
Budget & Management
Final Approval

Reviewed By
Veronica Ortiz

Date
08/09/2019 03:55 PM

Form Started By: Nayla Munoz

Started On: 08/09/2019 03:41 PM



Jose Rodriguez <jose.rodriguez@auditor.co.hidalgo.tx.us>

Certification of Revenues

1 message

Nayla Muñoz <nayla.munoz@co.hidalgo.tx.us>

Fri, Aug 23, 2019 at 2:56 PM

To: Arcy Duran <arcy.duran@auditor.co.hidalgo.tx.us>

Cc: Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, Debbie Tamez <debbie.tamez@co.hidalgo.tx.us>, Jose Rodriguez <jose.rodriguez@auditor.co.hidalgo.tx.us>

Good Afternoon Ms. Duran,

Please allow this email to serve as a formal request that Certification of Revenues be created for Texas Tropical Behavioral Health - Security; Revenue Acct. No. 9-1285-337-00-294-019-9-000 in the amount of \$71,309.00. Agenda Item No. 71727 was created to take before Commissioner's Court on August 27, 2019.

Please let me know if there is anything else is needed on my behalf to complete the process in certifying these revenues.

Thank you,

*Nayla Muñoz**Administrative Assistant***Hidalgo County Constable Precinct 4****2814 S. Business Highway 281****Edinburg, Texas 78539****O. (956) 383-8560****F. (956) 383-8565**



Debbie Tamez <debbie.tamez@co.hidalgo.tx.us>

TTBH ILA

1 message

Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Wed, Aug 21, 2019 at 10:32 AM

To: atanacio.gaitan@co.hidalgo.tx.us, Horaldo Sanchez <horaldo.sanchez@co.hidalgo.tx.us>, debbie tamez <debbie.tamez@co.hidalgo.tx.us>

Constable Gaitan,

Our office has reviewed the attached interlocal agreements with TTBH, and at this time approve as to the form of the agreements.

Please let me know if you have any questions or concerns.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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3 attachments

-  1115.TTBH.Interlocal.Hidalgo.Const.Pct4.2020.pdf
164K
-  JII.TTBH.Interlocal.Hidalgo.Const.Pct4.2020.pdf
166K
-  SecurityGuard.TTBH.Hidalgo.Const.Pct4.2020.pdf
153K

STATE OF TEXAS

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COUNTY OF HIDALGO

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TROPICAL TEXAS BEHAVIORAL HEALTH
AND COUNTY OF HIDALGO, TEXAS**

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 certain other local governments between **Tropical Texas Behavioral Health**, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and the **Hidalgo County Commissioner's Court acting by and through the Office of Constable, Precinct 4**, referred to as the participating law enforcement agency. Collectively, governmental units are referred to as the "Parties".

WHEREAS, TTBH seeks to increase the safety and security for any person served by TTBH, employed by TTBH or otherwise on the premises of the TTBH facility referenced below; and

WHEREAS, TTBH and the participating law enforcement agency have a common interest in reducing crimes committed on TTBH premises within Hidalgo County and providing safety and security for any person served by TTBH, employed by TTBH or otherwise on the premises of TTBH facilities in Hidalgo County; and

WHEREAS, TTBH has requested that a peace officer from the Office of the Constable, Precinct 4, be available to assist the TTBH by responding to emergencies or other exigent circumstances at the TTBH facility referenced below in which the response of a peace officer would be appropriate;

NOW, THEREFORE, TTBH and the participating law enforcement agency, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, TTBH and the participating law enforcement agency agree as follows:

I.

Law Enforcement Agency Obligations

1. Office of Constable, Precinct 4 will provide one (1) commissioned peace officer(s) to provide safety and security services (hereinafter referred to as "Services") to TTBH clinic location Edinburg:

1901 South 24th Avenue
Edinburg TX 78539

2. Services will be provided Monday-Friday, 8:00 a.m. to 5:00 p.m. in lieu thereof "at such other times agreed by TTBH 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. The peace officer assigned by the participating law enforcement agency must obtain Texas Commission on Law Enforcement (TCOLE) Class #4001 Mental Health Officer Certification within (6) months of assignment.
5. Nothing in this Agreement limits the authority of a peace officer to act under state law including (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.
6. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of Hidalgo County and shall be subject to all applicable personnel policies, rules and procedures of Hidalgo County.
7. In addition to the duties identified above, the participating law enforcement agency agrees that such peace officer assigned to the TTBH facility shall use his/her best efforts to respond to emergencies or other exigent circumstances which may exist at the TTBH facility during regular or agreed upon hours in which the response of a peace officer would be appropriate. 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. TTBH agrees that the participating law enforcement agency and the County of Hidalgo shall not be liable for failure to respond to any incident(s) at the TTBH facility which fall under the jurisdiction of the primary local Law Enforcement Agency.
8. TTBH and the participating law enforcement agency agree that the peace officer will not be required to perform any TTBH administrative duties required by law, other than those identified herein.
9. **Confidentiality.** Peace officer must maintain confidentiality of information received during the performance of this agreement, including information which discloses confidential personal information or identifies any person served by TTBH, in accordance with applicable federal and state laws and TTBH rules.
10. The participating law enforcement agency agrees to notify the administrative office of the TTBH facility when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.
11. The participating law enforcement agency, may, but is not required to, consult with TTBH 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 TTBH believe that the peace officer is not fulfilling his job duties or meeting TTBH's expected performance standards under this Agreement, TTBH shall notify the participating law enforcement agency with specific information regarding such nonperformance. The participating law enforcement agency shall, within fifteen (15) days, correct the unsatisfactory performance. Should the participating law enforcement agency fail to correct or address TTBH's nonperformance concerns, TTBH shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the participating law enforcement agency.

II.
TTBH's Obligations

1. **Payment.** The total amount of this Agreement shall not exceed \$71,309.00 per year for the cost associated with assigning a peace officer pursuant to the terms and conditions described herein.
2. **Billing.** TTBH agrees to pay participating law enforcement agency on a monthly basis after receipt of an invoice. Such invoices shall be submitted to TTBH's Accounts Payable Department at PO Box 1108, Edinburg, TX 78540 or email to mnielsen@ttbh.org 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

1. **Term.** This agreement shall be effective on September 1, 2019, and will expire on August 31, 2020, unless otherwise terminated. This agreement may be extended by mutual written agreement between the parties for up to three (3) one (1) year terms.
2. **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 TTBH will continue to have the responsibility to pay for the services in the manner specified in this agreement.

This agreement may be terminated immediately by TTBH when the life, health, welfare, or safety of individuals served or its employees is endangered or could be endangered either directly or through peace officer's willful or negligent discharge of its duties under this agreement.

TTBH and participating law enforcement agency may mutually agree to termination of this agreement at any time.

3. **Amendments.** This agreement may only be amended by written agreement between participating law enforcement agency and TTBH.
4. **Entire Agreement.** This agreement constitutes the entire agreement of the parties and supersedes any prior understanding or oral or written agreements between TTBH and participating law enforcement agency on the matters contained herein.
5. **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
Attention: Constable Atanacio "J.R." Gaitan
2814 S. Bus. Hwy 281
Edinburg, TX 78539
956-383-8560

6. **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 F. Cortez
County Judge
PO Box 1356
Edinburg, TX 78540

Tropical Texas Behavioral Health
PO Box 1108
Edinburg, TX 78540
Att'n: W. Terry Crocker
Chief Executive Officer

Copy to:
Hidalgo County Constable Precinct No. 4
Attention: Constable Atanacio "J.R." Gaitan
2814 S. Bus. Hwy 281
Edinburg, TX 78539

7. **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.

8. 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.

9. **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.

10. **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.

11. **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.

12. **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.

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

14. **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.

15. **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.

16. **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 TTBH in accordance with its terms.

17. **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.

18. **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.

19. **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.

20. **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.

This agreement shall become effective upon the execution by all parties as noted below:

HIDALGO COUNTY

TROPICAL TEXAS BEHAVIORAL HEALTH

Richard F. Cortez
Hidalgo County Judge

W. Terry Crocker
Chief Executive Officer

Constable Atanacio "J.R." Gaitan
Hidalgo County Constable Precinct No. 4

ATTEST:

Arturo Guajardo, Jr., County Clerk
Date: _____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

BY: _____
Victor M. Garza, Assistant District Attorney

DATE: August 23, 2019

2019
Appropriation

DEPARTMENT HEAD: Atanacio Gaitan



0 * *

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 9-1285-421-00-294-019-9-xxx

Contact Person: Horaldo Sanchez Ph#: (956) 383-8560

SUBJECT: **Appropriations of Funds** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

48,004.37+
3,300.00+
7,696.00+
43.56+
3,924.76+
6,431.81+
307.82+
1,600.68+
71,309.00*

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Appropriations of Funds (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1285-421-00-294-019-9-113	CONST PCT4 TTBH-SECURITY-REG F/T EMPLOY	\$48,004.37
9-1285-421-00-294-019-9-117	CONST PCT4 TTBH-SECURITY-SUPPLEMENTAL PAY	\$3,300.00
9-1285-421-00-294-019-9-211	CONST PCT4 TTBH-SECURITY-HEALTH INSURANCE	\$7,696.00
9-1285-421-00-294-019-9-212	CONST PCT4 TTBH-SECURITY-LIFE INSURANCE	\$43.56
9-1285-421-00-294-019-9-220	CONST PCT4 TTBH-SECURITY-FICA	\$3,924.76
9-1285-421-00-294-019-9-230	CONST PCT4 TTBH-SECURITY-RETIREMENT	\$6,431.81
9-1285-421-00-294-019-9-250	CONST PCT4 TTBH-SECURITY-UNEMPLOYMENT COMP	\$307.82
9-1285-421-00-294-019-9-260	CONST PCT4 TTBH-SECURITY-WORKERS COMP	\$1,600.68
9-1285-337-00-294-019-9-000	CONST PCT4 TTBH-SECURITY-REVENUES	\$71,309.00
TOTAL BUDGET INCREASE (DECREASE)		

REASON:

To appropriate funds from the Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health. Funds will cover prorated salaries, overtime wages, allowances and fringe benefits of 1 Deputy Constible positions (09-01-19 TO 08-31-19)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT

INTERLOCAL AGREEMENT - SECURITY
SALARY PROJECTION

Constable Per 4 [294-019-9]

Step No.	Position	2018 Budgeted Salary	Stop Increase	2% COLA Increase	2019 Total Compensation	2019 Projected Compensation (09/01/19 - 11/31/19)	2020 Projected Compensation (01/01/20 - 08/31/20)	2020 Projected Compensation (09/01/20 - 08/31/20)	Interlocal Agreement - Total Salary Amount	Health Insurance (2019-2020)	Life Insurance (\$4536 Per Year per emp.)	Retirement 2019 - 13.15% 2020 - 12.735%	Unemployment Comp. (0.65%)	W/C (1.12%)	Total Salary & Fringe Benefits
	Deputy Constable Step 1	45,914.00	1,148.00	942.00	51,304.00	51,304.00	51,304.00	51,304.00	51,304.00	7,694.00	43.56	6,437.83	407.83	3,600.68	71,308.53
	Totals	45,914.00	1,148.00	942.00	51,304.00	51,304.00	51,304.00	51,304.00	51,304.00	7,694.00	43.56	6,437.83	407.83	3,600.68	71,308.53

Interlocal Agreement Amount

571,319.00