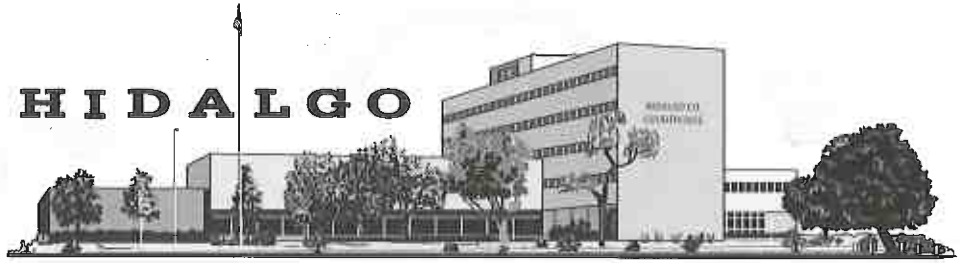


COUNTY of HIDALGO



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 12, 2020

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:

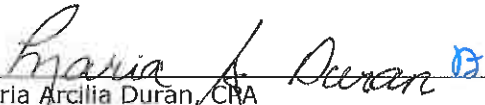
Pursuant to Local Government Code § 111. 0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

The county auditor shall certify to the commissioner's 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 Mental Health Officer 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
\$78,349.00	Safety and Security Constable Precinct No. 4 FY20

CERTIFIED BY:


Maria Arcilia Duran, CRA

8-17-20
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY
JUDGE, 52ND D.C.

FERNANDO MARCOAS
JUDGE, 57TH D.C.

J. R. "BOBBY" FLORES
JUDGE, 128TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

MARLA CUELLAR
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NDE GONZALEZ
JUDGE, 376TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

L. XERO VASQUEZ
JUDGE, 388TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

RENEE R. BETANCOURT
JUDGE, 468TH D.C.

YSMAEL O. FONSECA
JUDGE, 484TH D.C.

AI-76839

Constable Pct. #4 15. A.

CC REGULAR AGENDA SPECIAL MTG

Meeting
Date: 08/18/2020

Submitted Damaris San Miguel, BUDGET & MANAGEMENT
For:

Submitted Ivan Cantu, BUDGET & MANAGEMENT
By:

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Precinct No. 4 - TTBH-Security (1285):

1. Discussion, consideration, and approval to enter into an Interlocal Cooperation Agreement between Hidalgo County, acting by and through, Constable Precinct No. 4 and Tropical Texas Behavioral Health (TTBH) for the fiscal year 2020 (Sept. 1, 2020 to Aug. 31, 2021) in relation to Safety & Security Services.
2. Authorization for County Judge, as Authorized Official, to execute the Interlocal Agreement and related documents.
3. Approval of certification of revenues, as certified by Co. Auditor, in the amount of \$78,349.00 and appropriation of the same.

BACKGROUND

FY 2020 agreement period is from 9-1-2020 to 8-31-2021.

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.

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 located in Edinburg, TX at the following address: 1901 South 24th Avenue, Edinburg, TX 78539

TTBH agrees to pay participating law enforcement agency on a monthly basis after receipt of an invoice for services rendered. 100% of actual salary related costs to be reimbursed by TTBH for **1 deputy constable** assigned to security services.

Fiscal Impact

CALENDAR YEAR: 2020 ACCT. #: 0-1285-421-00-294-019-0-XXX
FUNDS AVAILABLE Y MATCHING FUNDS N
Y/N?: Y Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in relation to the FY 2020 Constable Pct. 4 TTBH Safety & Security services agreement, pending certification of revenues by Co. Auditor. Agreement period is from 9-1-2020 to 8-31-2021. No county cash match required. TTBH will reimburse county 100% of actual salary related costs for **1 deputy constable** assigned to this program.

Revenue acct #0-1285-337-00-294-019-0-000 *CONST PCT 4*
TTBH-SECURITY-REVENUES

Attachments

Const Pct. 4 TTBH Security Draft ICA
Const Pct. 4 TTBH Security Salary Proj.
Const. Pct. 4 Security Approp.

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/14/2020 08:35 AM
Budget & Management	Merlen P. Munoz	08/14/2020 08:36 AM
Final Approval		
Form Started By: Ivan Cantu		Started On: 08/12/2020 01:44 PM

DATE: August 18, 2020

2020
Appropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Const. Pct. 4 TTBH Security

AI-76839/CC 8-18-2020

ACCOUNT NUMBER: 0-1285-421-00-294-019-0-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

SUBJECT: Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1285-421-00-294-019-0- 113	CONST PCT4 TTBH- SECURITY- REG. F/T EMPLOYEES	53,114.00
0-1285-421-00-294-019-0- 115	CONST PCT4 TTBH- SECURITY- LONGEVITY PAY	360.00
0-1285-421-00-294-019-0- 117	CONST PCT4 TTBH- SECURITY- SUPPLEMENTAL PAY	3,300.00
0-1285-421-00-294-019-0- 211	CONST PCT4 TTBH- SECURITY- HEALTH INSURANCE	7,848.00
0-1285-421-00-294-019-0- 212	CONST PCT4 TTBH- SECURITY- LIFE INSURANCE	44.00
0-1285-421-00-294-019-0- 220	CONST PCT4 TTBH- SECURITY- FICA	4,343.00
0-1285-421-00-294-019-0- 230	CONST PCT4 TTBH- SECURITY- RETIREMENT	7,227.00
0-1285-421-00-294-019-0- 250	CONST PCT4 TTBH- SECURITY- UNEMPLOYMENT COMP	342.00
0-1285-421-00-294-019-0- 260	CONST PCT4 TTBH- SECURITY- WORKERS COMP	1,771.00
0-1285-337-00-294-019-0 000	CONST PCT 4 TTBH-SECURITY REVENUES	78,349.00
TOTAL BUDGET INCREASE (DECREASE)		78,349.00

REASON: Appropriation of funds to fund salaries, allowances and fringes in relation to the Constable Pct. 4 interlocal agreement with TTBH for Safety & Security Svcs for FY 2020. Agreement period is from 9-1-2020 to 8-31-2021. No cash match required by the County. 100% of actual costs to be reimbursed by TTBH.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

0**

53,114.00+
 360.00+
 3,300.00+
 7,848.00+
 44.00+
 4,343.00+
 7,227.00+
 342.00+
 1,771.00+
 78,349.00*

STATE OF TEXAS §
COUNTY OF HIDALGO §
 §

INTERLOCAL COOPERATION AGREEMENT BETWEEN TROPICAL TEXAS BEHAVIORAL HEALTH AND COUNTY OF HIDALGO, TEXAS, ACTING BY AND THROUGH THE OFFICE OF CONSTABLE PRECINCT 4 IN RELATION TO SAFETY AND SECURITY SERVICES

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 located in Edinburg, TX at the following address:

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 six (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 judgement 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 \$78,349.00 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 accountspayable@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, 2020 and will expire on August 31, 2021, 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 Atancio "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
Attn: 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.
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 obligation 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 in duplicate originals by all parties as noted below:

HIDALGO COUNTY

TROPICAL TEXAS BEHAVIORAL HEALTH

Richard F. Cortez
Hidalgo County Judge

W. Terry Crocker
Chief Executive Officer

ATTEST

APPROVED AS TO FORM

Arturo Guajardo, Jr.
Hidalgo County Clerk

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

Date: _____

By: _____
Victor M. Garza
Assistant District Attorney

On Tue, Aug 11, 2020 at 3:39 PM 105091 - Michael Taylor <mtaylor@ttbh.org> wrote:

Hello Mr. Cantu,

As a follow-up to our phone conversation today, this email serves as confirmation of Tropical Texas Behavioral Health's intent to continue all Interlocal Agreements between TTBH and Hidalgo County related to Peace Officers.

These agreements include the JII program as well as other funding sources to provide for the Mental Health Officer Taskforce (MHOT) and for Security Officers.

On a related note, we also confirmed that SAMHSA funding for the AOT program will end effective 9/30/20.

If additional information is needed, don't hesitate to contact us by email or phone.

We value our continued partnership and look forward to continued collaboration.

Thank You,

Mike Taylor, MS

Chief Operating Officer

Office: 956-289-7049

MTaylor@ttbh.org



Confidentiality Statement:

Tropical Texas Behavioral Health is one of the Valley's leading providers of behavioral healthcare. This email transmission and/or its attachments may contain confidential health information or privileged and confidential attorney-client information, intended only for the use of the individual or entity named above.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT

**DRAFT SALARY PROJECTION
AS OF MARCH 20, 2020**

CONSTABLE PCT. 4
TTBH SECURITY INTERLOCAL AGREEMENT
FY 2020 (SEPTEMBER 1, 2020 TO AUGUST 31, 2021)
SALARY PROJECTION

DOC#	BEGDATE	ENDDATE	2020 Budget				2020 Budget				2020 Budget				2020 Budget			
			Base Pay	Compensation	Benefits	Other	Base Pay	Compensation	Benefits	Other	Base Pay	Compensation	Benefits	Other	Base Pay	Compensation	Benefits	Other
0001	05/01/20	08/31/21	47,682.00	300.00	3,000.00	50,382.00	47,682.00	300.00	3,000.00	50,382.00	47,682.00	300.00	3,000.00	50,382.00	47,682.00	300.00	3,000.00	50,382.00
GRAND TOTAL (2020 BUDGETED)			47,682.00	300.00	3,000.00	50,382.00	47,682.00	300.00	3,000.00	50,382.00	47,682.00	300.00	3,000.00	50,382.00	47,682.00	300.00	3,000.00	50,382.00
GRAND TOTAL (2020 BUDGETED)			47,682.00	300.00	3,000.00	50,382.00	47,682.00	300.00	3,000.00	50,382.00	47,682.00	300.00	3,000.00	50,382.00	47,682.00	300.00	3,000.00	50,382.00

100% of total Budgeted Compensation plus fringe

Section 16 Compensation Agreement below
a. Base pay includes base compensation, allowances and longevity pay for 1.00 deputy constable position to provide security services for TTBH (contracted in following TX Agreement does not include overtime expenses.
100% of cost to be reimbursed by TTBH