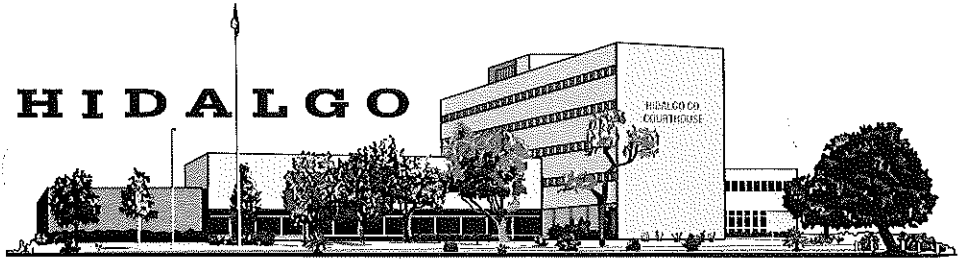


COUNTY of HIDALGO



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, 2022

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 Everardo Villarreal, Commissioner, Precinct No. 3
The Honorable Ellie Torres, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

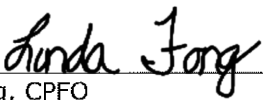
Pursuant to Local Government Code § 111. 0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

The county auditor shall certify to the commissioner's court the receipt of all revenue from intergovernmental contracts 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 revenue from intergovernmental contracts for its intended purpose.

I Linda Fong, Interim County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the La Joya Consolidated Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$39,415.29	Project S.T.O.P. (Stop Truancy FY223on Patrol) La Joya C.I.S.D

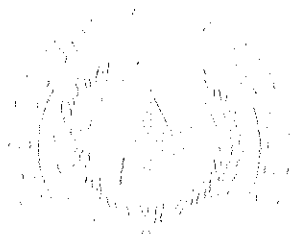
CERTIFIED BY:



Linda Fong, CPFO

08/15/2022

Date



HIDALGO COUNTY DISTRICT JUDGES

- | | | | | | | | | | | | |
|---|---|---|--|--|--|---|--|--|--|--|--|
| LUIS M. SINGLETERRY
JUDGE, 92 ND D.C. | FERNANDO BANCAS
JUDGE, 93 RD D.C. | J. R. "BOBBY" FLORES
JUDGE, 139 TH D.C. | ROSE GUERRA REYNA
JUDGE, 236 TH D.C. | MARLA CUELLAR
JUDGE, 215 TH D.C. | MARIO E. RAMIREZ, JR.
JUDGE, 332 ND D.C. | NOE GONZALEZ
JUDGE, 319 TH D.C.
OVERSEER | LETICIA LOPEZ
JUDGE, 389 TH D.C. | L. KENO VASQUEZ
JUDGE, 358 TH D.C. | ISRAEL RAMON, JR.
JUDGE, 437 TH D.C. | RENEE R. BETANCOURT
JUDGE, 441 TH D.C. | JOE RAMIREZ
JUDGE, 484 TH D.C. |
|---|---|---|--|--|--|---|--|--|--|--|--|

AI-86970

Constable Pct. #3 11. B.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 08/18/2022

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Leidy Roque, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

CAPTION

Constable Pct.3 STOP Truancy Program (1285):

1. Approval to renew Memorandum of Understanding (MOU) between Hidalgo County and Mission CISD and La Joya ISD for the fiscal year 2023 (period of 9-1-2022 to 8-31-2023) in relation to the STOP Truancy Program with authority for County Judge, as authorized official, to execute agreements.
2. Approval of certification of revenues, as certified by the Co. Auditor, and appropriation of same.

BACKGROUND

The memorandum of understanding agreements will fund a total of 4 deputy constable positions salaries, allowances, & fringes in order to provide school resource officers for the school districts for FY 2023 (9-1-2022 to 8-31-2023)

Mission CISD portion is 100% (3 deputy constables)

La Joya ISD portion is 50%/County's portion is 50% (1 deputy constable)

AI: 86959, CC 8-18-2022, change in funding source

Fiscal Impact

CALENDAR YEAR: 2022

ACCT. #: 2-1285-421-00-293-005-3-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Appropriation of funds for FY 2023 MOUs with Mission CISD and La Joya ISD, pending COR by Co. Auditor

FY 2023 agreements are effective on 9-1-2022 to 8-31-2023

La Joya ISD 50% funding \$39,415.29

Mission CISD 100% funding \$237,047.80

50% Cash match portion by Hidalgo County is \$39,415.29;total agreement is \$315,878.38 (school district funding and Hidalgo County cash match)

Attachments

FY 23 La Joya ISD MOU

FY 23 Mission CISD MOU

Legal Review Email

FY 23 Mission CISD Salary Analysis

FY 23 La Joya ISD Salary Analysis

COR Request Email 8.12.22
Const Pct. 3 Truancy Prog. Approp.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/12/2022 08:24 AM
Ivan Cantu	Ivan Cantu	08/12/2022 11:54 AM
Final Approval		
Form Started By: Leidy Roque		Started On: 08/09/2022 02:56 PM

DATE: August 18, 2022

2022

DEPARTMENT HEAD: Vidal Roman, Budget Officer

Appropriation

DEPARTMENT NAME: Dept of Budget & Mgmt for Const Pct. 3 STOP Truancy Prog.

AI-86970/CC 8.18.2022

ACCOUNT NUMBER: 2-1285-421-00-293-005-3-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 111.070, Item C (2).

AMOUNT	Chapter 111, §
211,523.00	
1,380.00	
13,200.00	
34,432.00	
174.24	
17,296.88	
29,461.22	
1,356.62	
7,054.42	
315,878.38	
237,047.80	
39,415.29	
39,415.29	
315,878.38	
39,415.29	
315,878.38	

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1285-421-00-293-005-3-113	STOP TRUANCY - REG F/T EMPLOYEES	211,523.00
2-1285-421-00-293-005-3-113	STOP TRUANCY - LONGEVITY PAY	1,380.00
2-1285-421-00-293-005-3-113	STOP TRUANCY - SUPPLEMENTAL PAY	13,200.00
2-1285-421-00-293-005-3-113	STOP TRUANCY - HEALTH INSURANCE	34,432.00
2-1285-421-00-293-005-3-113	STOP TRUANCY - LIFE INSURANCE	174.24
2-1285-421-00-293-005-3-113	STOP TRUANCY - FICA	17,296.88
2-1285-421-00-293-005-3-113	STOP TRUANCY - RETIREMENT	29,461.22
2-1285-421-00-293-005-3-113	STOP TRUANCY - UNEMPLOYMENT COMP	1,356.62
2-1285-421-00-293-005-3-113	STOP TRUANCY - WORKER'S COMP	7,054.42
	TOTAL APPROPRIATIONS	\$315,878.38
2-1285-337-01-293-005-3-000	STOP TRUANCY - MISSION CISD - REVENUE	237,047.80
2-1285-337-02-293-005-3-000	STOP TRUANCY - LA JOYA ISD - REVENUE	39,415.29
2-1285-391-21-293-005-3-100	STOP TRUANCY LA JOYA TRN IN-GENERAL FUND (DO NOT POST)	39,415.29
	TOTAL REVENUES	315,878.38
2-1100-491-21-293-005-3-285	TRANSFERS OUT-STOP TRUANCY LA JOYA (DO NOT POST)	39,415.29
	TOTAL BUDGET INCREASE (DECREASE)	\$315,878.38

REASON: Appropriation of funds for the Constable Pct. 3 STOP Truancy Program for FY 2023. Grant period from 09-01-2022 to 8-31-2023. Total cash match \$39,415.29 in relation to La Joya ISD.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

0.*

39,415.29 REV

39,415.29 CM

78,830.58* La Joya FY23

0.*

237,047.80

39,415.29

39,415.29

315,878.38

Rev. Transfer In

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING BETWEEN
LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO**

THIS Memorandum of Understanding (this "MOU") is made on this the 18th day of August, 2022, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", by and through **CONSTABLE PRECINCT #3** pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act, (the "Act") Chapter 791, Texas Government Code, and Section 37.081 of the Texas Education Code as follows:

WITNESSETH:

WHEREAS, the District is organized as an Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities, which assist and benefit the youth and general community; and

WHEREAS, an agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003(4) and (5) of the Local Government Code, as any corporate and political entity organized under state law, and

WHEREAS, the Texas Education Code §37.081 gives the District's Board of Trustees the power to enter into a memorandum of understanding to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, and

WHEREAS, the District seeks to increase the safety and security for faculty, students, and members of the community; and

WHEREAS, the County and District have a common interest in reducing crimes committed by juveniles and reducing juvenile delinquency behavior and increasing school attendance; and

WHEREAS, the District has requested that a County peace officer be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer would be appropriate;

NOW, THEREFORE, County and District, in consideration of the mutual promises, covenants and agreements set forth in this MOU, County and District agree

as follows:

1. County by and through the Constable Precinct #3 will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue to provide security and support at the District. The County peace officer shall use his best efforts to address crimes committed by juveniles and reduce juvenile delinquency behavior as well as assist the District in their efforts to increase school attendance.
2. During the term of this MOU, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.
3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.
4. The parties agree that the peace officer will not be required to perform any school administrative duties required by law, other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.
5. **Term.** The period of performance of this MOU shall commence on September 1, 2022 and terminate on August 31, 2023.
6. **Work Hours.** The peace officer shall be assigned to District business from 8 a.m. to 5 p.m., Monday through Friday; or in lieu thereof "at such other times agreed by District and County".
7. **Time Off.** The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.
8. The County, through Constable Precinct #3, may, but is not required to, consult with the District prior to making any staffing changes in connection with this MOU but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of Constable Precinct #3. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this MOU, the District shall notify the Constable with specific information regarding such nonperformance. The County

39,415.29+
39,415.29+
78,830.58*

shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this MOU upon an additional fifteen (15) days written notice to the County.

9. Each party shall contribute one-half of the costs associated with administering the performance of this MOU; upon the County's receipt of payment from the District, the County shall fund the amount of Thirty Nine Thousand Four Hundred and Fifteen Dollars and 29/100 (\$39,415.29) for its one-half share of the cost associated with assigning a peace officer pursuant to the terms and conditions described herein.
10. Within fifteen (15) days of receiving an invoice from the County, the District shall and agrees to pay to the County the one match payment in the amount of Thirty Nine Thousand Four Hundred and Fifteen Dollars and 29/100 (\$39,415.29) as consideration to the County for the continued performance of the MOU by County at the District.
11. 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 MOU performed by each party.
12. **Termination.** Either party shall have the right to terminate this MOU with or without cause upon sixty (60) days written notice.
13. **Conflict of Applicable Law.** Nothing in this MOU shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this MOU 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 MOU shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
14. **No Waiver.** No waiver by any party hereto of any breach of any provision of the MOU shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
15. **Entire Agreement.** This MOU contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this MOU not specifically set forth herein. This MOU may be modified or amended only by agreement in writing executed by County and District, and not otherwise.
16. **TEXAS LAW TO APPLY.** THIS MOU SHALL BE CONSTRUED UNDER AND

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE DISTRICT HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

17. **Notice.** Except as may be otherwise specifically provided in this MOU, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: La Joya Independent School District
Attention: Dr. Gisela Saenz, Superintendent
200 W. Expressway 83
La Joya, Texas 78560

If to County: Hidalgo County, Texas
Attention: Richard Cortez, County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

with copy to : Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78574

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

18. **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 MOU.
19. **Successors.** This MOU 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 MOU.
20. **Assignment.** This MOU shall not be assignable.
21. **Headings.** The headings and captions contained in this MOU are solely for convenience reference and shall not be deemed to affect the meaning or

interpretation of any provision or paragraph hereof.

22. **Gender and Number.** All pronouns used in this MOU 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.
23. **Authority to Execute.** The execution and performance of this MOU by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this MOU constitutes the valid and enforceable obligations of District and County in accordance with its terms.
24. **Governmental Purpose.** Each party hereto is entering into this MOU 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.
25. **No Waiver of Governmental Immunity.** Neither County nor District, via this MOU, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that County and District have entered into this MOU shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.
26. **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 MOU, then any party may terminate this MOU 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 MOU. The parties intend this provision to be a continuing right to terminate this MOU at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
27. **Nondiscrimination.** The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or DISTRICT policy, State or Federal law, including without limitation, race, gender, color, national origin, religion, sex, age, veteran, status, or disability.

[Signature Page to Follow]

WITNESS THE HANDS OF THE PARTIES and effective as of the day and year first written above.

**LA JOYA INDEPENDENT
SCHOOL DISTRICT**

Dr. Alda T. Benavides, President, Board of
Trustees

ATTEST:

Esperanza Ochoa, Secretary, Board of Trustees

HIDALGO COUNTY

Richard Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

BY: _____
Amanda D. Austin,
Assistant District Attorney

Hidalgo County

Department of Budget & Management

Hidalgo County Constable Pct. 3 La Joya ISD Truancy Program Salary Analysis FY 2023 (9-1-2022 to 8-31-2023)

Exhibit A

AI-86970, CC 8-18-2022

1285-421-00-293-005-X-XXX STOP TRUANCY PROG.

Budgeted Salary
Rank/Step Increase
COLA Increase (3.5%)
TOTAL BUDGETED SALARY:

Budgeted Longevity (includes annual increase-2023)
Budgeted Supplemental Pay
TOTAL BUDGETED ALLOWANCES:

TOTAL BUDGETED COMPENSATION:

	<u>RATES</u>
Health Insurance	2022/8,328 2023/8,748
Life Insurance	43.56
FICA	7.65%
Retirement	13.03%
Unemployment	0.60%
Workers Compensation	3.12%

TOTAL BUDGETED FRINGE BENEFITS:

TOTAL BUDGETED COMPENSATION & FRINGE BENEFITS

LA JOYA ISD 50/50	
Deputy Constable	
Slot: #0002	
Emp # 91308	
Rank 6, Step 2	TOTAL
47,062.00	47,062.00
4,255.00	4,255.00
1,797.00	1,797.00
\$ 53,114.00	\$ 53,114.00
-	-
3,300.00	3,300.00
\$ 3,300.00	\$ 3,300.00
\$ 56,414.00	\$ 56,414.00
\$ 8,608.00	\$ 8,608.00
43.56	\$ 43.56
4,315.67	\$ 4,315.67
7,350.74	\$ 7,350.74
338.48	\$ 338.48
1,760.12	\$ 1,760.12
\$ 22,416.58	\$ 22,416.58
\$ 78,830.58	\$ 78,830.58

LA JOYA ISD PORTION (50%)	\$ 39,415.29
HIDALGO CO PORTION (50%)	\$ 39,415.29
TOTAL COMPENSATION	\$ 78,830.58

*Based on Budgeted Amount

DBM REVISED: 6-27-2022



Leidy Roque <leidy.roque@co.hidalgo.tx.us>

Memorandum of Understanding

Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>
To: Leidy Roque <leidy.roque@co.hidalgo.tx.us>
Cc: Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Robert Vina <robert.vina@da.co.hidalgo.tx.us>, "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>

Thu, Jul 21, 2022 at 2:00 PM

Ms. Leidy Roque:

Our office has reviewed the MOU provided and approves as to the form, subject to the inline recommendations attached to this email. Also, please consult with the Budget and the Auditor's office to verify if costs, payment, etc need to be modified. If modifications are necessary, please disregard this approval and resend it for a legal review. Thank you.

Respectfully,

Amanda D. Austin
Assistant District Attorney
Pronouns: she, her, hers
Office of the Criminal District Attorney, Civil Litigation Division
Hidalgo County, Texas
100 E. Cano
Edinburg, Texas 78539
(o) 956.292.7609
amanda.austin@da.co.hidalgo.tx.us
.....

THE INFORMATION CONTAINED IN THIS EMAIL MAY BE SUBJECT TO 1. ATTORNEY-CLIENT PRIVILEGE, 2. ATTORNEY WORK PRODUCT, AND/OR 3. CONFIDENTIAL. IT IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY DESIGNATED ABOVE. ANY DISTRIBUTION, COPYING, OR USE OF OR RELIANCE UPON THE INFORMATION CONTAINED IN THIS EMAIL BY OR TO ANYONE OTHER THAN THE RECIPIENT DESIGNATED ABOVE BY THE SENDER IS UNAUTHORIZED AND STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY EMAIL TO AMANDA.AUSTIN@DA.CO.HIDALGO.TX.US AND DELETE THE COMMUNICATION.

The statements contained herein are not intended to and do not constitute an opinion as to any legal or other matter. They are not intended to be used and relied on by any recipient to avoid penalties that may be imposed under any law.

[Quoted text hidden]

ADA inline recommendations to 2022 La Joya ISD Contract.doc
63K

AI-86970 FY 2023 Const Pct. 3 STOP Truancy Prog. Cert.
of Revenues

Ivan Cantu <ivan.cantu@co.hidalgo.tx.us>

9:13 AM (0
minutes ago)

to Moises, Leidy

Good morning Moises:

On behalf of Constable Pct. 3, please process a certification of revenues in relation to the FY 2023 STOP Truancy Program. Agenda item #86970 has been placed on the agenda for CC 8-18-2022 in relation to this matter.

Thank you.