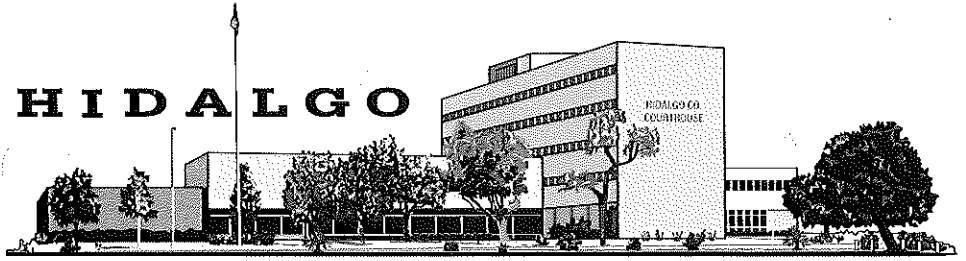


COUNTY of HIDALGO



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:

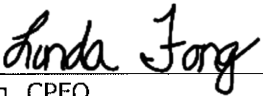
Pursuant to Local Government Code § 111. 0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

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.

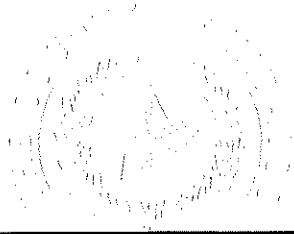
I, Lina Fong, Interim County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Mission Consolidated Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current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

AMOUNT	PURPOSE
\$237,047.80	Project S.T.O.P. (Stop Truancy FY23 on Patrol) Mission C.I.S.D

CERTIFIED BY:


Linda Fong, CPFO

08/15/2022
Date



HIDALGO COUNTY DISTRICT JUDGES

- LUIS R. SINGLETERRY
JUDGE, 8th D.C.
- FERNANDO MANCAS
JUDGE, 9th D.C.
- J.R. "BOBBY" FLORES
JUDGE, 13th D.C.
- ROSE GUERRA REYNA
JUDGE, 20th D.C.
- MARLA CUELLAR
JUDGE, 27th D.C.
- MARIO E. RAMIREZ, JR.
JUDGE, 32nd D.C.
- NOE GONZALEZ
JUDGE, 37th D.C.
OVERSEER
- LETICIA LOPEZ
JUDGE, 38th D.C.
- L. KENO VASQUEZ
JUDGE, 39th D.C.
- ISRAEL RAMON, JR.
JUDGE, 43rd D.C.
- RENEE R. BETANCOURT
JUDGE, 44th D.C.
- JOE RAMIREZ
JUDGE, 45th 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 with Local Government Code, Chapter 111, § 111.070, Item C (2).

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
MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Memorandum of Understanding, hereinafter referred to as "Agreement" is made on this the 9th day of August, 2022, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", by and through HIDALGO COUNTY CONSTABLE PRECINCT #3, hereinafter referred to as 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, District seeks to increase the safety and security for faculty, students, and members of the community; and

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

WHEREAS, District has requested that three (3) County peace officers 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 or officers would be appropriate;

NOW, THEREFORE, County and District, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, 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 three (3) commissioned peace officers and the necessary support staff to continue to provide security and support at the District. The County peace officers shall use their best efforts to address crimes committed by juveniles and reduce juvenile delinquency behavior as

well as assist the District in its efforts to increase school attendance.

2. During the term this Agreement, such peace officers at all times, shall remain and be treated as an employees of County and shall be subject to all applicable personnel policies, rules, and procedures of County.
3. In addition to the duties identified in paragraph 1 herein, County agrees that such peace officers assigned to District shall use their 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 or officers would be appropriate. However, the peace officers shall use their sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such a peace officer or officers. District agrees that 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 officers will not be required to perform any school administrative duties required by law, other than those identified herein, nor will the peace officers be required to perform the duties of a District security guard.
5. **Term.** The period of performance of this Agreement shall commence on September 1, 2022 and terminate on August 31, 2023.
6. **Work Hours.** The peace officers shall be assigned to District business from 8:00 a.m. to 5:00 p.m., Monday through Friday or lieu thereof "at such other times as agreed by District and County".
7. **Time Off.** County agrees to notify District's Human Resources Department when either 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 District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative Constable Precinct #3. However, should the District believe that either peace officer is not fulfilling their job duties or meeting the District's expected performance standards under this Agreement, District shall notify the Constable Precinct #3 with specific information regarding such non-performance. County shall, within fifteen (15) days, correct the unsatisfactory performance. Should County fail to correct or address District's non-performance concerns, District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to County.
9. **Payment.** The total amount of this Agreement shall not exceed \$237,047.80 per year for the Services performed under this Agreement, paid for by the District, and more specifically described in the Salary Worksheet attached hereto and incorporated herein as **Exhibit "A"** for all purposes. 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. Within fifteen (15) days of receiving an invoice from County, District agrees to pay to County in full payment in the amount of Two Hundred Thirty Seven Thousand Forty Seven Dollars and 80/100 (\$237,047.80) which represents its 100% of cost as consideration to the County for the continued implementation of the Agreement 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 Agreement performed by each party.

12. Termination. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

13. 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 this 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.

14. 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.

15. Entire Agreement. This Agreement 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

16. TEXAS LAW TO APPLY. THIS AGREEMENT 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 PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

17. Notice. Except as may be otherwise specifically provided in this Agreement, 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: Mission Consolidated Independent School District
 Attention: Dr. Carol G. Perez, Superintendent
 1201 Bryce Drive
 Mission, Texas 78572

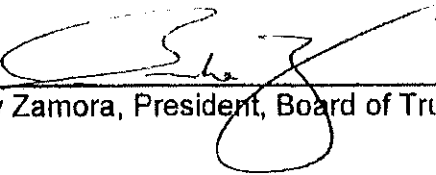
If to County: Hidalgo County, Texas
 Attention: Richard Cortez, County Judge
 PO Box 1356
 Edinburg, Texas 78540-1356

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.

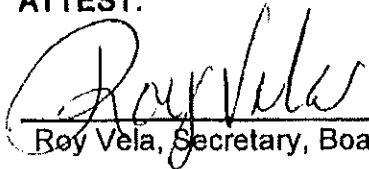
18. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
19. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
20. **Assignment.** This Agreement shall not be assignable.
21. **Headings.** The headings and captions contained in this Agreement are solely for convenient 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 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.
23. **Authority to Execute.** The execution and performance of this agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement 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 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.
25. **No Waiver of Governmental Immunity.** Neither County nor District, via this agreement, 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 agreement 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 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 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.

**MISSION CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

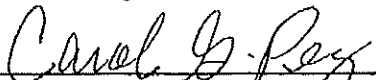


Jerry Zamora, President, Board of Trustees

ATTEST:



Roy Vela, Secretary, Board of Trustees



Carolina "Carol" G. Perez, Ed. D.
Superintendent of Schools

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 Mission CISD Truancy Program Salary Analysis FY 2023 (9-1-2022 to 8-31-2023)

Exhibit A

AI-86970, CC 8-18-22

		MISSION CISD 100%			
		Senior Deputy Constable Slot #0001 Emp #24821 Rank 8, Step 2	Deputy Constable Slot #0003 Emp #243531 Rank 6, Step 1	Senior Deputy Constable Slot #0005 Emp #193615 Rank 8, Step 1	TOTAL
1285-421-00-293-005-3-XXX STOP TRUANCY PROG.					
Budgeted Salary		52,600.00	45,914.00	51,317.00	149,831.00
Rank/Step Increase		789.00	1,148.00	1,283.00	3,220.00
COLA Increase (3.5%)		1,869.00	1,648.00	1,841.00	5,358.00
TOTAL BUDGETED SALARY:		\$ 55,258.00	\$ 48,710.00	\$ 54,441.00	\$ 158,409.00
Budgeted Longevity (includes annual increase-2023)		780.00	-	600.00	1,380.00
Budgeted Supplemental Pay		3,300.00	3,300.00	3,300.00	9,900.00
TOTAL BUDGETED ALLOWANCES:		\$ 4,080.00	\$ 3,300.00	\$ 3,900.00	\$ 11,280.00
TOTAL BUDGETED COMPENSATION:		\$ 59,338.00	\$ 52,010.00	\$ 58,341.00	\$ 169,689.00
	RATES				
Health Insurance	2022/8,328 2023/8,748	\$ 8,608.00	\$ 8,608.00	\$ 8,608.00	\$ 25,824.00
Life Insurance	43.56	43.56	43.56	43.56	130.68
FICA	7.65%	4,539.36	3,978.77	4,463.09	12,981.21
Retirement	13.03%	7,731.74	6,776.90	7,601.83	22,110.48
Unemployment	0.60%	356.03	312.06	350.05	1,018.13
Workers Compensation	3.12%	1,851.35	1,622.71	1,820.24	5,294.30
TOTAL BUDGETED FRINGE BENEFITS:		\$ 23,130.03	\$ 21,342.00	\$ 22,886.76	\$ 67,358.80
TOTAL BUDGETED COMPENSATION & FRINGE BENEFITS:		\$ 82,468.03	\$ 73,352.00	\$ 81,227.76	\$ 237,047.80

*Based on Budgeted Amount

DBM REVISED: 6-27-2022

MISSION CISD PORTION (100%)	\$ 237,047.80
HIDALGO CO PORTION	\$ -
TOTAL COMPENSATION	\$ 237,047.80



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

Memorandum of Understanding

Tue, May 17, 2022 at 4:07 PM

Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>

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

Cc: Josephine Ramirez <josephina.ramirez@da.co.hidalgo.tx.us>, "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>, Ivan Cantu <ivan.cantu@co.hidalgo.tx.us>, Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>, Robert Vina <robert.vina@da.co.hidalgo.tx.us>

Ms. Leidy Roque:

Thank you for your request. Our office has reviewed the agreement provided and made a few recommendations. Our office further recommends consulting with the Budget Department about Exhibit "A" specifications.

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 REFERENCE TO 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 recommendation to 2022 MCISD Interlocal Amended.docx
30K

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.