

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
MISSION CISD AND THE COUNTY OF HIDALGO, TEXAS**

This Amendment to the **MEMORANDUM OF UNDERSTANDING (“AGREEMENT”)** is made this _____ day of _____, 2022, by and between the **COUNTY OF HIDALGO, TEXAS** (the “**COUNTY**”), by and through the **HIDALGO COUNTY CONSTABLE PRECINCT NO.3 (“CONSTABLE PCT. 3”)**, and **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (“DISTRICT”)**, by and through the **DISTRICT Board**. Hereinafter **COUNTY** and **DISTRICT** are collectively referred hereto as the “**PARTIES**”.

WHEREAS, on August 18, 2022, **DISTRICT** and **COUNTY** entered into an **AGREEMENT** to increase the safety and security of faculty, students, and members of the community; reduce crimes committed by juveniles, reduce juvenile delinquency behavior, increase school attendance; and 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; and

WHEREAS, Section 15 of the **AGREEMENT** allows the **PARTIES** to modify or amend the **AGREEMENT** by a written agreement executed by both **PARTIES**;

WHEREAS, it has become necessary to modify the **AGREEMENT** to further the **PARTIES'** common interest in increasing the safety and security of faculty, students, and members of the community; reducing crimes committed by juveniles, reducing juvenile delinquency behavior, and increasing school attendance;

WHEREAS, the **PARTIES** wish to modify the **AGREEMENT** as hereinafter provided.

NOW, THEREFORE, and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DISTRICT** and **COUNTY** hereby agree to the following:

1. The **PARTIES** agree to replace Section 1 of the **AGREEMENT** in its entirety to permit the **PARTIES** to increase the number of **DEPUTIES** during the term of the **AGREEMENT** as follows:
 1. The **COUNTY**, by and through **CONSTABLE PCT. 3** will, pursuant to its applicable personnel policies, rules, and procedures, hire three (3) commissioned peace officers (“officers”) and the necessary support staff to provide security and support at the **DISTRICT**. The 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. Upon **DISTRICT**'s written request at any time during the term of this **AGREEMENT**, **COUNTY** may provide an additional number of officers to reasonably meet **DISTRICT**'s needs. **COUNTY** shall have thirty (30) days to provide notice to the **DISTRICT** regarding whether **COUNTY** will be able to accommodate **DISTRICT**'s request, subject to the approval of the Hidalgo County Commissioners Court. In the event that additional officers are required during the term of this **AGREEMENT** under this section, **DISTRICT** shall provide additional consideration in accordance with this **AGREEMENT**. In the event that additional officers are provided as described in this section the same rules regarding their assignment apply.

2. Further, the **PARTIES** agree to replace Section 9 of the **AGREEMENT** in its entirety to permit the **PARTIES** to increase the total amount of the **AGREEMENT** in the event that additional officers are required under the amended Section 1 described above:

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 **DISTRICT** shall not be responsible for purchasing or supplying any equipment to the Participating Law Enforcement Agency related to the services provided under this **AGREEMENT**. If at any time the total cost for performance of said work will be greater than the above estimated cost, due to the provision of requested additional officers, as described under Section 1, then **COUNTY** shall notify **DISTRICT** to the effect, giving its revised estimate of the total cost. **DISTRICT** is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by **DISTRICT** in writing before the cost is incurred.

3. Except as modified herein, all terms and conditions of the **AGREEMENT**, as amended, remain in full force and effect. **DISTRICT** and **COUNTY** ratify and confirm the terms, and provisions of the **AGREEMENT** as amended.

[[Signature Page to Follow]]

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

APPROVED BY COMMISSIONERS' COURT ON September 27, 2022.

Agenda Item No. _____

Executive Office: _____

Mission Consolidated Independent School District

BY: _____

, President, Board of Trustees

ATTEST:

, Secretary, Board of Trustees

COUNTY OF HIDALGO, TEXAS

BY: _____

Richard Cortez, Hidalgo County Judge

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney
Ricardo Rodriguez, Jr.

ATTEST:

By: _____

Amanda Diane Austin,
Assistant District Attorney

By: _____

Arturo Guajardo, Jr.
Hidalgo County Clerk

ATTACHMENTS:

(If Applicable)

SUPPLEMENTAL SIGNATURES:

(If Applicable)