

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
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WEBSITE: www.co.hidalgo.tx.us/auditor

August 22, 2023

The Honorable Richard F. Cortez, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Everardo "Ever" 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
\$40,186.99	Project S.T.O.P. (Stop Truancy FY24 on Patrol) La Joya C.I.S.D

CERTIFIED BY:


Linda Fong, CPFO

08/18/2023

Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. FERNANDO MANCIAS JUDGE, 93RD D.C. J. R. "BOBBY" FLORES JUDGE, 139TH D.C. ROSE GUERRA REYNA JUDGE, 206TH D.C. MARLA CUELLAR JUDGE, 275TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 389TH D.C. L. KENO VASQUEZ JUDGE, 398TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. RENEE R. BETANCOURT JUDGE, 449TH D.C. JOSE "JOE" RAMIREZ JUDGE, 464TH D.C. YSMAEL FONSECA JUDGE, 476TH D.C.

AI-91849

Constable Pct. #3 19. A.

CC REGULAR AGENDA REGULAR MTG

Meeting Date: 08/22/2023

Submitted For: Larry Gallardo, CONSTABLE
PCT. #3

Submitted By: Leidy Roque

Department: CONSTABLE PCT. #3

CAPTION

Constable Pct.3 STOP Truancy Program (1285):

1. Approval to renew Memorandum of Understanding (MOU) between Hidalgo County and La Joya ISD for the fiscal year 2024 (period of 9-1-2023 to 8-31-2024) in relation to the STOP Truancy Program with authority for County Judge, as authorized official, to execute agreement.
2. Approval of certification of revenues, as certified by the Co. Auditor, and appropriation of the same.
3. Approval to continue payment of salaries for three (3) Deputy Constable positions getting paid from the Mission CISD Memorandum of Understanding (MOU), pending renewal of agreement for FY 2024.

BACKGROUND

The Memorandum of Understanding (MOU) agreement will fund a total of 1 deputy constable position salaries, allowances, & fringes in order to provide a school resource officer for the school district for FY 2024 (9-1-2023 to 8-31-2024)

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

The Mission CISD MOU will be presented to Commissioners Court in September 2023 after school board approval. The next school board meeting is scheduled for 9-13-2023. There are 3 deputy constables getting paid from the Mission CISD MOU. Mission CISD will reimburse county 100% of actual costs associated to the 3 positions assigned.

Fiscal Impact

CALENDAR YEAR: 2023

ACCT. #: 3-1285-421-00-293-005-4-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y ✓

BUDGETARY IMPACT:

Appropriation of funds for FY 2024 MOU with La Joya ISD, pending COR by Co. Auditor; FY 2024 agreement is effective on 9-1-2023 to 8-31-2024 ✓

La Joya ISD 50% cash match \$40,186.99/County 50% cash match \$40,186.99 ✓

Revenue acct#s 3-1285-337-02-293-005-4-000 STOP TRUANCY-LA JOYA ISD REVENUE

3-1285-391-21-293-005-4-100 TRANSFERS IN-GENERAL FUND-STP TRNCY LA JOYA

Attachments

FY 2024 La Joya ISD MOU

FY 2024 La Joya ISD Salary Analysis

Legal Review Email-La Joya ISD

Form Review

Inbox

Budget & Management

Ivan Cantu

Final Approval

Form Started By: Leidy Roque

Reviewed By

Veronica Ortiz

Date

08/04/2023 11:31 AM

Started On: 07/31/2023 02:23 PM

DATE: August 22, 2023

2023
Appropriation



DEPARTMENT HEAD: Dagoberto Soto, Jr., Budget Officer

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

AI-91849/CC 08.22.2023

ACCOUNT NUMBER: 3-1285-421-00-293-005-4-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
3-1285-421-00-293-005-4- 113	STOP TRUANCY - REG F/T EMPLOYEES	54,088.00
3-1285-421-00-293-005-4- 115	STOP TRUANCY - LONGEVITY PAY	-
3-1285-421-00-293-005-4- 117	STOP TRUANCY - SUPPLEMENTAL PAY	3,300.00
3-1285-421-00-293-005-4- 211	STOP TRUANCY - HEALTH INSURANCE	9,128.00
3-1285-421-00-293-005-4- 212	STOP TRUANCY - LIFE INSURANCE	56.16
3-1285-421-00-293-005-4- 220	STOP TRUANCY - FICA	4,390.18
3-1285-421-00-293-005-4- 230	STOP TRUANCY - RETIREMENT	7,276.80
3-1285-421-00-293-005-4- 250	STOP TRUANCY - UNEMPLOYMENT COMP	344.33
3-1285-421-00-293-005-4- 260	STOP TRUANCY - WORKER'S COMP	1,790.51
	TOTAL APPROPRIATIONS	\$80,373.98
3-1285-337-02-293-005-4-000	STOP TRUANCY - LA JOYA ISD - REVENUE	40,186.99
3-1285-391-21-293-005-4-100	TRANSFERS IN-GENERAL FUND-STP TRNCY LA JOYA (DO NOT POST)	40,186.99
	TOTAL REVENUES	80,373.98
3-1100-491-21-293-005-4-285	TRANSFERS OUT-GRANTS LVL5-STP TRNCY (DO NOT POST)	40,186.99
	TOTAL BUDGET INCREASE (DECREASE)	\$80,373.98

REASON: Appropriation of funds for Const Pct. 3 STOP Truancy Program Memorandum of Understanding (MOU) between Hidalgo Co. & La Joya ISD for FY 2024 (9.1.2023 to 8.31.2024). Agreement with Mission CISD will be presented at a later date.

DEPARTMENT HEAD SIGNATURE		54,088.00	
		3,300.00	
		9,128.00	
		56.16	
APPROVED COMMISSIONERS' COURT	DATE	4,390.18	ATTEST COUNTY CLERK
		7,276.80	
40,186.99 REV		344.33	
+40,186.99 CM		+ 1,790.51	
80,373.98 LA JOYA FY24		80,373.98	

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 26th day of July, 2023, 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, 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 Interlocal 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 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 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 Agreement, 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 Agreement shall commence on September 1, 2023 and terminate on August 31, 2024. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
6. **Work Hours.** The peace officer shall be assigned to District business from 8 a.m. to 5 p.m., Monday through Friday 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 the Constable's Office, may, but is not required to, consult with the 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 of the Constable's Office. 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 Agreement, the District shall notify the Constable with specific information regarding such

40,186.99

40,186.99

80,373.98

nonperformance. The County 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 Agreement 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 Agreement at the District; upon the County's receipt of payment from the District, the County shall fund the amount of Forty Thousand One Hundred and Eighty-Six Dollars and 99/100 (\$40,186.99) 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 agrees to pay to the County the one match payment in the amount of Forty Thousand One Hundred and Eighty Six Dollars and 99/100 (\$40,186.99) as consideration to the County for the continued performance of the Agreement 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 Agreement performed by each party.
12. The County may, but is not required to, consult with the 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 of the County.
13. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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: La Joya Independent School District
 Attention: Beto Gonzalez, Interim 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.

19. **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.
20. **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.
21. **Assignment.** This Agreement shall not be assignable.

22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.


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

**LA JOYA INDEPENDENT
SCHOOL DISTRICT**



Alejandro Cantu, President, Board of Trustees

ATTEST:



Dr. Nereyda Cantu, 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: _____
Josephine Ramirez-Solis
Assistant District Attorney



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

FY23-24 Memorandum of Understanding-La Joya-Hidalgo County

Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
To: Leidy Roque <leidy.roque@co.hidalgo.tx.us>

Tue, Jun 27, 2023 at 3:25 PM

The Interlocal Agreement is approved as to form.

Josephine Ramirez, Esq.

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 292-7619 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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DEPARTMENT OF BUDGET & MANAGEMENT

O: (956) 292-7025
F: (956) 292-7034



www.co.hidalgo.tx.us/budget




505 S. McColl Rd. Suite G
Edinburg, Texas 78539



MEMORANDUM

To: Linda Fong, CPFO, Interim County Auditor

From: Dagoberto Soto, Jr., Budget Officer 

Date: Monday, August 14, 2023

Subject: Certification of Revenues- Constable Pct. 3- FY 2024 La Joya ISD Memorandum of Understanding (MOU)

Cc: Letty Chavez, First Assistant County Auditor
Constable Lazaro "Larry" Gallardo, Pct. 3
Gerardo Zamora, Chief Deputy
Ivan Cantu, Budget Analyst III

Minerva Diaz, Grants Accounting Supervisor
Damaris SanMiguel, Division Manager
Moises Beltran, Grants Accountant

On behalf of Constable Pct. 3, please let this memo serve as a request for a Certification of Revenues letter from your office in reference to the Memorandum of Understanding (MOU) renewal between Hidalgo County and La Joya ISD for the new fiscal year, FY 2024 (9-1-2023 to 8-31-2024), as stated below:

Program	School District Portion (50%)	County Portion (50%)	Total Agreement Amount
School Resource Officer (SRO)	\$40,186.99	\$40,186.99	\$80,373.98

Please be advised that an agenda item has been placed for the next Commissioners Court meeting of August 22, 2023 (AI-91849) for the appropriation of funds.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to contact Ivan Cantu, Budget Analyst, at ext. 5425 or Damaris SanMiguel, Division Manager, at ext. 5410.