

# COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE  
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August 22, 2023

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 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
\$159,660.00	Tropical Texas Behavioral Health JUSTICE INVOLVED INDIVIDUALS M.H.O.P (Mental Health Officer Program) Constable Precinct No. 5 Fiscal Year 2023

CERTIFIED BY:

  
Linda Fong, CPFO

08/14/2023  
Date

### HIDALGO COUNTY DISTRICT JUDGES

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

Meeting Date: 08/22/2023

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Ivan Cantu

Department: EXECUTIVE OFFICE

**CAPTION**

**Various Constable Offices - TTBH (1285):**

1. Approval to enter into Interlocal Cooperation Agreements between Hidalgo County and Tropical Texas Behavioral Health for fiscal year 2023 (September 1, 2023 to August 31, 2024) with authority for County Judge, as authorized official, to execute agreements for the following programs:

<b>Mental Health Officer Program (MHOP)</b>	
<b>Constable Office</b>	<b>Agreement Amount</b>
Precinct No. 1	\$253,166.00
Precinct No. 2	\$244,452.00
Precinct No. 4	\$161,314.00

<b>Safety &amp; Security Services</b>	
<b>Constable Office</b>	<b>Agreement Amount</b>
Precinct No. 1	\$82,833.00
Precinct No. 4	\$82,833.00

<b>Justice Involved Individuals (JII) ✓</b>	
<b>Constable Office</b>	<b>Agreement Amount</b>
Precinct No. 2	\$81,484.00
Precinct No. 4	\$79,831.00
Precinct No. 5 ✓	\$159,660.00 ✓

- 2. Approval to pay overtime reimbursable under the agreement(s) terms and conditions.
- 3. Approval of certification of revenues by County Auditor and appropriation of same.

**BACKGROUND**

The TTBH Interlocal Agreements with various Constable Offices will fund a total of 14 deputy constable positions salaries, allowances, overtime, & fringes in order to provide mental health officers for TTBH for FY 2023 (9-1-2023 to 8-31-2024). TTBH will reimburse the county 100% of actual costs associated to the positions assigned. No county cash match required. Note that the Safety & Security Services agreement does not include an overtime provision. Only salary, allowances, & fringes are to be reimbursed by TTBH.

**Fiscal Impact**

**CALENDAR YEAR:** 2023

**ACCT. #:** 3-1285-421-00-29X-0XX-3-XXX

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Appropriation of funds for various Constables Offices in relation to the FY 2023 (9.1.2023 to 8.31.2024) interlocal agreements with TTBH, pending COR by Co. Auditor. No county cash match required. TTBH will reimburse county 100% of actual costs.

*prog. 013- TTBH-MHOP*

*prog. 019-TTBH-SECURITY*

*prog. 021-TTBH-JII*

refer to attached budget appropriation forms.

**Attachments**

- Email from Mr. Mike Taylor TTBH Concurrence-All Constables
- Legal Review Email-All Constables
- FY2023 Salary Projections-All Constables
- Const Pct. 1 MHOP ICA-FINAL
- Const Pct. 1 Security ICA-FINAL
- Const Pct. 2 MHOP ICA-FINAL
- Const Pct. 2 JII ICA-FINAL
- Const Pct. 4 MHOP ICA-FINAL
- Const Pct. 4 JII ICA-FINAL
- Const Pct. 4 Security ICA-FINAL
- Const Pct. 5 JII ICA-FINAL
- LEA Overtime Policy
- Appropriation-All Constables
- COR Request Memo

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Ivan Cantu (Originator) Budget & Management	Ivan Cantu	08/10/2023 01:15 PM
Ivan Cantu (Originator) Budget & Management	Ivan Cantu	08/11/2023 04:21 PM
Final Approval		
Form Started By: Ivan Cantu		Started On: 08/08/2023 07:42 AM

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TROPICAL TEXAS BEHAVIORAL HEALTH  
AND COUNTY OF HIDALGO, TEXAS, ACTING BY AND THROUGH THE OFFICE  
OF CONSTABLE **PRECINCT 5**, IN RELATION TO MENTAL HEALTH OFFICERS  
PROGRAM (MHOP)**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, 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 Hidalgo County, by and through the Precinct 5 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the grant from **Justice Involved Individuals (JII) & Valley Baptist Legacy Foundation (VBLF) program.**

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

**I. Objectives and Goals**

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHOP) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign two **(2) Officer to this program.**

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Justice Involved Individuals (JII) & Valley Baptist Legacy Foundation (VBLF) Officers serving on the task force will have the authority to intervene in cases involving individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the

jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

## **II. Extent of Authority**

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement 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.

## **III. Creation of an Advisory Board**

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team, hereinafter referred to as MHOT, supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

## **IV. Mental Health Officers Duties**

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies
- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present

- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

- A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
- B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

#### **V. TTBH Responsibilities**

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service quality, health outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the Justice Involved Individuals (JII) & Valley Baptist Legacy Foundation (VBLF).

## **VI. Training**

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

## **VII. Seizure of Contraband and Weapons**

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

## **VIII. Equipment**

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to MHOT if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

**IX. Compensation**

**Agreement Amount**

146,815.00
12,845.00
159,660.00

**a. Base Pay - Salaries, Allowances, Fringe Benefits**

Base Pay is defined as compensation for an 80 hour work period, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. **The maximum reimbursement entitlement for base pay plus applicable fringe benefits for two (2) Precinct 5 Deputy Constables assigned to the MHOT shall not exceed \$146,815.00 in any one year.**

In order for any expense to be reimbursable under this agreement, the terms, services and amounts must be mutually agreed to in writing by both parties. TTBH does not guarantee payments other than those specified in this contract. Any adjustments needed must be submitted 30 days in advance and must be pre-approved by TTBH.

Officer transfers out of the current program-funded positions require 14 days' written notice to TTBH.

**b. Overtime Pay**

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. **The maximum reimbursement entitlement for overtime plus applicable fringe benefits for two (2) Precinct 5 Deputy Constables assigned to the MHOT shall not exceed \$12,845.00 in any one year.**

**Basis for Calculating Reimbursable Costs**

- A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.
  
- B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

- C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.
- D. The Hidalgo County Constable, Precinct 5 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.
- E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.
- F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH
- G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:
  - 1. Shall not exceed five percent (5%) of either line-item;
  - 2. Shall not alter the intent of this Agreement; and
  - 3. Total expenses do not exceed the maximum Agreement amount.
- H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.
- I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.
- J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

**Unallowable Costs include:**

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

**Questionable Expenditures:**

Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

**Payment for Services**

A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

**X. Term**

This Interlocal Agreement will be effective from **September 1, 2023 to August 31, 2024.** Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on based on mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

**XI. Compliance with All Laws**

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

**XII. Entire Agreement**

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

**XIII. Breach of Obligation**

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

**XIV. Venue**

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

**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  
County Judge  
Date: \_\_\_\_\_

\_\_\_\_\_  
W. Terry Crocker  
Chief Executive Officer  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Hidalgo County Criminal District Attorney's Office

BY: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

**HIDALGO COUNTY**  
Department of Budget & Management

Constable Pct. 5  
TTBH Justice Involved Individuals (JII) Interlocal Agreement  
FY 2023 (September 1, 2023 to August 31, 2024)  
Salary Projection

Constable Pct 5-TTBH JII (1)		2023 Estimated Budgeted Amounts										2023/2024 Fringes					Total Salary, Allowances, Overtime & Fringe Benefits	
Slot No.	Employee No.	Position	2023 Budgeted Salary	Step Increase (2.5%)	COLA Increase (3.5%)	Longevity Pay	Supplemental Pay (Bachelor, Intermediate Cert. & Civil Process)	2023 Total Budgeted Compensation	2023 Prorated Compensation (09/01/23 - 12/31/23)	2024 Prorated Compensation (01/01/24 - 08/31/24)	Interlocal Agreement - Total Salary Amount (09/01/23 - 08/31/24)	Health Insurance (2023 - \$8,832/yr. 2024 - \$9,276/yr)	Life Insurance (\$56.16 per year, per empl.)	FICA (7.65%)	Retirement 12.68%	Unemployment Comp. (0.60%)		W/C (3.12%)
0001	263893	Overtime Pay									5,177.20	-	-	396.06	656.47	31.06	161.53	6,422.32
		Deputy Constable	46,832.00	0.00	1,640.00	0.00	3,300.00	51,772.00	17,257.33	34,514.67	51,772.00	9,128.00	56.16	3,960.56	6,564.69	310.63	1,615.29	73,407.33
<b>Totals</b>			<b>46,832.00</b>	<b>0.00</b>	<b>1,640.00</b>	<b>0.00</b>	<b>3,300.00</b>	<b>51,772.00</b>	<b>17,257.33</b>	<b>34,514.67</b>	<b>56,949.20</b>	<b>9,128.00</b>	<b>56.16</b>	<b>4,356.62</b>	<b>7,221.16</b>	<b>341.69</b>	<b>1,776.82</b>	<b>79,829.65</b>

		2023 Estimated Budgeted Amounts										2023/2024 Fringes					Total Salary, Allowances, Overtime & Fringe Benefits	
Slot No.	Employee No.	Position	2023 Budgeted Salary	Step Increase (2.5%)	COLA Increase (3.5%)	Longevity Pay	Supplemental Pay (Bachelor, Intermediate Cert. & Civil Process)	2023 Total Budgeted Compensation	2023 Prorated Compensation (09/01/23 - 12/31/23)	2024 Prorated Compensation (01/01/24 - 08/31/24)	Interlocal Agreement - Total Salary Amount (09/01/23 - 08/31/24)	Health Insurance (2023 - \$8,832/yr. 2024 - \$9,276/yr)	Life Insurance (\$56.16 per year, per empl.)	FICA (7.65%)	Retirement 12.68%	Unemployment Comp. (0.60%)		W/C (3.12%)
0002	VACANT	Overtime Pay									5,177.20	-	-	396.06	656.47	31.06	161.53	6,422.32
		Deputy Constable	46,832.00	0.00	1,640.00	0.00	3,300.00	51,772.00	17,257.33	34,514.67	51,772.00	9,128.00	56.16	3,960.56	6,564.69	310.63	1,615.29	73,407.33
<b>Totals</b>			<b>46,832.00</b>	<b>0.00</b>	<b>1,640.00</b>	<b>0.00</b>	<b>3,300.00</b>	<b>51,772.00</b>	<b>17,257.33</b>	<b>34,514.67</b>	<b>56,949.20</b>	<b>9,128.00</b>	<b>56.16</b>	<b>4,356.62</b>	<b>7,221.16</b>	<b>341.69</b>	<b>1,776.82</b>	<b>79,829.65</b>

<b>GRAND TOTAL (2023 BUDGETED)</b>			<b>93,664.00</b>	<b>0.00</b>	<b>3,280.00</b>	<b>0.00</b>	<b>6,600.00</b>	<b>103,544.00</b>	<b>34,514.66</b>	<b>69,029.34</b>	<b>113,898.40</b>	<b>18,256.00</b>	<b>112.32</b>	<b>8,713.24</b>	<b>14,442.32</b>	<b>683.38</b>	<b>3,553.64</b>	<b>159,659.30</b>
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146,815.00	Base Pay-Salaries, Allowances & Fringe Benefits
12,845.00	Overtime Pay 10% estimated of total budgeted compensation plus fringes
<b>159,660.00</b>	<b>Total Budgeted</b>

**Section IX-Compensation Agreement Notes**

- a. Base pay includes base compensation, allowances and longevity pay for 2 f/t deputy constable positions for the 1115 Waiver Program.
  - b. Overtime pay is time worked in excess of 80 hours per work period Overtime pay is paid at 150% of the base pay rate for 2 f/t deputy constable positions.
- 100% of costs to be reimbursed by TTBH





Ivan Cantu &lt;ivan.cantu@co.hidalgo.tx.us&gt;

---

**RE: Constable Pct 5- TTBH Agreement FY23**

1 message

**105091 - Michael Taylor** <mtaylor@ttbh.org>

Tue, Aug 1, 2023 at 11:29 AM

To: Cynthia Perez &lt;cynthiac.perez@co.hidalgo.tx.us&gt;, 102564 - Michelle Nielsen &lt;Mnielsen@ttbh.org&gt;, 102595 - CFO - Beatriz Trejo &lt;Beatrejo@ttbh.org&gt;

Cc: "victor.garza@da.co.hidalgo.tx.us" &lt;victor.garza@da.co.hidalgo.tx.us&gt;, Minerva Diaz &lt;minerva.diaz@auditor.co.hidalgo.tx.us&gt;, Ivan Cantu &lt;ivan.cantu@co.hidalgo.tx.us&gt;, Moises Beltran &lt;moises.beltran@auditor.co.hidalgo.tx.us&gt;, "marichalar, daniel" &lt;daniel.marichalar@co.hidalgo.tx.us&gt;

Good Morning All,

TTBH has reviewed the projections and agreements presented and confirms our support to proceed as planned.

Thank You,

MT

**Mike Taylor, MS**

Deputy CEO / Chief Operating Officer

Office: 956-289-7049

MTaylor@ttbh.org

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We appreciate your efforts to protect the confidential information of Tropical and its customers.

**From:** Cynthia Perez <cynthiac.perez@co.hidalgo.tx.us>  
**Sent:** Monday, July 31, 2023 4:33 PM  
**To:** 102564 - Michelle Nielsen <Mnielsen@ttbh.org>; 105091 - Michael Taylor <mtaylor@ttbh.org>; 102595 - CFO - Beatriz Trejo <Beatrejo@ttbh.org>  
**Cc:** victor.garza@da.co.hidalgo.tx.us; Minerva Diaz <minerva.diaz@auditor.co.hidalgo.tx.us>; Ivan Cantu <ivan.cantu@co.hidalgo.tx.us>; Moises Beltran <moises.beltran@auditor.co.hidalgo.tx.us>; marichalar, daniel <daniel.marichalar@co.hidalgo.tx.us>  
**Subject:** Constable Pct 5- TTBH Agreement FY23

You don't often get email from cynthiac.perez@co.hidalgo.tx.us. Learn why this is important

**CAUTION:** This email originated from outside of the organization. If the sender is requesting for W2, W9 data or money to be sent please forward the email to osalinas@ttbh.org.

Good afternoon Mr. Taylor & TTBH Management Team:

Attached for your review and concurrence, please find the TTBH Salary Projections worksheet and draft agreement for the new fiscal year, (9-1-2023 to 8-31-2024). The Salary Projections have been reviewed and approved by our budget office.

Our office is requesting that you please review and confirm agreement/concurrence with the Salary Projections worksheet provided. Please be advised that these agreements need to be placed for Commissioners Court approval **no later than August 22, 2022**, since it is the last Court agenda for the month of August, prior to the expiration of the current agreements of 8-31-2023.

**Cynthia C. Perez**

**Constables Pct 5**

708 E. Edinburg Ave. Ste A

Elsa, TX 78543

956-262-4200

ext 1521



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

**Re: TTBH Draft Agreement- HCCP5**

1 message

**Victor M. Garza** <victor.garza@da.co.hidalgo.tx.us> Thu, Aug 3, 2023 at 4:08 PM  
To: Cynthia Perez <cynthiac.perez@co.hidalgo.tx.us>  
Cc: Minerva Diaz <minerva.diaz@auditor.co.hidalgo.tx.us>, Ivan Cantu <ivan.cantu@co.hidalgo.tx.us>, "marichalar, daniel" <daniel.marichalar@co.hidalgo.tx.us>, Moises Beltran <moises.beltran@auditor.co.hidalgo.tx.us>

Ms. Perez,

Our office has reviewed the updated proposed ILA(s) with TTBH and Constable Pct. 5, and hereby approve the form of the agreement. Please let me know if you have any questions or concerns.

Respectfully,

**Victor M. Garza**  
Chief Administrative Attorney  
Hidalgo County Criminal District Attorney's Office  
Toribio "Terry" Palacios  
Hidalgo County, Texas  
100 East Cano Street  
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185  
(956) 292-7619 FAX  
victor.garza@da.co.hidalgo.tx.us

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On Thu, Aug 3, 2023 at 9:03 AM Cynthia Perez <cynthiac.perez@co.hidalgo.tx.us> wrote:

Good morning Mr. Garza,

Attached please find the TTBH draft agreement for Constable Precinct 5 in relation to the TTBH program for the new fiscal year 09/01/2023 to 08/31/2024.

At this time, our office is requesting legal review. I have modified the agreement to include the compensation amount as well as the new fiscal year term.

**Cynthia C. Perez**  
**Constables Pct 5**  
708 E. Edinburg Ave. Ste A

# DEPARTMENT OF BUDGET & MANAGEMENT

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


[www.co.hidalgo.tx.us/budget](http://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:** Thursday, August 10, 2023

**Subject:** Certification of Revenues-Tropical Texas Behavioral Health (TTBH) FY 2023 Interlocal Agreements

**Cc:** Letty Chavez, First Assistant County Auditor  
Minerva Diaz, Grants Accounting Supervisor  
Moises Beltran, Grants Accountant  
Damaris SanMiguel, Division Manager, Budget Division  
Ivan Cantu, Budget Analyst III

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the renewal interlocal agreements between participating Constables Offices and Tropical Texas Behavioral Health (TTBH) for the new fiscal year FY 2023, September 1, 2023 to August 31, 2024 for the programs stated below:

Mental Health Officer Program (MHOP)	
Constable Office	Agreement Amount
Precinct No. 1	\$253,166.00
Precinct No. 2	\$244,452.00
Precinct No. 4	\$161,314.00

Safety & Security Services	
Constable Office	Agreement Amount
Precinct No. 1	\$82,833.00
Precinct No. 4	\$82,833.00

Justice Involved Individuals (JII)	
Constable Office	Agreement Amount
Precinct No. 2	\$81,484.00
Precinct No. 4	\$79,831.00
Precinct No. 5	\$159,660.00

Please be advised that an agenda item has been placed for the next Commissioners Court meeting of August 22, 2023 (AI-91981) 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.



# HIDALGO COUNTY SHERIFF'S DEPARTMENT

SHERIFF ENRIQUE "HENRY" ESCALON

## MEMORANDUM

To: Criminal Enforcement and Adult Detention Personnel

From: Chief Deputy Ramiro Castellano *RC*

Date: April 10, 2003

Ref: Pay Period Computation

Effective pay period # 10, which begins on April 21, 2003, Law Enforcement and Detention Personnel of the Hidalgo County Sheriff's Department will change the way they compute their comp-time hours.

Deputy Sheriffs and Detention Officers will work eighty (80) hours within a designated two-week pay period. When an employee is authorized or required to perform his duties for more than the eighty (80) hours, the time above the eighty (80) hours will accrue at the rate of time and a half (1.5).

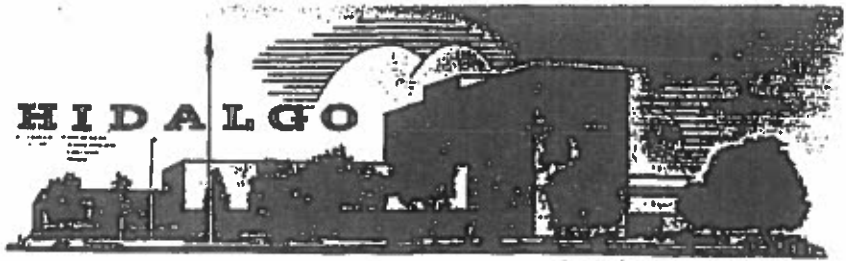
Example: An employee works 86 hours within a two-week pay period. The first eighty (80) hours will be computed at the regular pay rate. The remaining six (6) hours will be compensated at a rate of time and a half (1.5) which would amount to nine (9) hours.

Personnel affected are full time:

- Investigators
- Deputies
- Criminal Enforcement Sergeants
- Detention Sergeants
- Detention Officers
- Detention Matrons

CC COMANDER FLORENTINO GARZA  
COMMANDER ADOLFO CANTU  
MARILYN HILL  
COUNTY AUDITOR, ANTONIO SANDOVAL

# COUNTY *of* HIDALGO



**HIDALGO COUNTY AUDITOR'S OFFICE**  
Administration Building 3<sup>rd</sup> Floor  
100 East Cano  
Edinburg, Texas 78539-3587  
PHONE: (956) 318-2511  
FAX: (956) 318-2577  
E-mail: [hidalgoauditors@hotmail.com](mailto:hidalgoauditors@hotmail.com)

**EDINBURG, TEXAS 78539**

**MAILING ADDRESS:**  
**HIDALGO COUNTY AUDITOR'S OFFICE**  
P O Box 689  
Edinburg Texas 78539

## MEMORANDUM

**TO:** All Elected Officials and Department Heads  
**FROM:** A. R. Sandoval, Hidalgo County Auditor  
**DATE:** April 17, 2003  
**SUBJECT:** Recording Of Law Enforcement Compensatory Time (Comp-Time)

Effective March 24, 2003, the Hidalgo County Commissioners' Court approved the recording of compensatory time for all law enforcement officers to be based on an 80 hour pay period instead of an 86 hour pay period.

Time sheets submitted erroneously for Pay Period No. 08 (03/24/03-04/06/03) have been corrected by payroll personnel. Copies of these time sheets have been forwarded to the department.

Please do not hesitate to call Ms. Loni Salinas, Payroll Supervisor, at (956) 318-2550, if you have any questions regarding this memo.

*A. R. Sandoval* (8)

### HIDALGO COUNTY DISTRICT JUDGES

EDWARD O. APARICIO  
JUDGE, 15<sup>th</sup> D.C.  
OVERSEER

RODOLFO DELGADO  
JUDGE, 19<sup>th</sup> D.C.

LETICIA HINOJOSA  
JUDGE, 13<sup>th</sup> D.C.

ROSE GUERRA REYNA  
JUDGE, 26<sup>th</sup> D.C.

JUAN R. PARTIDA  
JUDGE, 27<sup>th</sup> D.C.

MARCO E. RAMIREZ, JR.  
JUDGE, 32<sup>nd</sup> D.C.

MOR GONZALEZ  
JUDGE, 17<sup>th</sup> D.C.

LETICIA LOPEZ  
JUDGE, 38<sup>th</sup> D.C.

ARBA BALBUENA FLO  
JUDGE, 39<sup>th</sup> D.C.

**REGULAR MEETING – MARCH 11, 2003**

BE IT REMEMBERED, that on this 11<sup>th</sup> day of March, A.D., 2003, there was begun and held a REGULAR MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE SYLVIA HANDY	COMMISSIONER, PRECINCT NO. 1
HONORABLE JOSE FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE OSCAR L. GARZA JR.	COMMISSIONER, PRECINCT NO. 4

and J.D. SALINAS, COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

# MEMORANDUM

**To:** Mercedes Salinas, Attorney for the Civil Service Commission  
Esther Cortez, Civil Service Secretary  
**From:** Valorie C. Glass  
**Date:** March 13, 2014  
**Subject:** Request for Approval of wording for Chapter 7 of the Hidalgo County Civil Service Commission Rules

---

On or about March 24, 2003, the Hidalgo County Commissioner's Court discussed and took action to change the regular work period of Hidalgo County law enforcement personnel from 86 hours a week to 80 hours a week. On April 10, 2003, the change to the designated work period was memorialized and disseminated to the law enforcement and adult detention personnel of the HCSO. Additionally, the County Auditor gave notice of the change to all elected officials and department heads on April 17, 2003. [See attached] We submit and request approval of proposed language for the Hidalgo County Civil Service Rules to reflect the 2003 changes as follows:

- 7.02 There are 40 regular work hours in a seven day work period and 80 regular work hours in a fourteen day work period. In the event of a conflict between the work hours rules set forth in Section 7.01 through 7.08 hereof for Head Start Program employees, the work hours set forth in the County's approved grant application for operation of the County's Head Start Program shall control. (Amended March 24, 2003).
- 7.09 The Fair Labor Standards Act ("FLSA") is the federal law which governs overtime compensation for employees covered by the provision of that Act. Most County and/or District non-management employees are covered by the overtime compensation requirements of the FLSA. An FLSA covered employee receives: (i) time and one-half compensation; or (ii) compensatory leave of one and one-half hours, for each hour physically worked in excess of 40 hours for employees with a seven (7) day work period and 80 hours for those employees with the fourteen (14) day work period. Hours for which an employee receives pay, such as paid leave and holiday hours, but which are not physically worked, are not considered hours worked for purposes of calculating FLSA overtime. (Amended March 24, 2003).

[The following 2 sections were switched and re-numbered.]

- 7.48 An FLSA covered employee earns Compensatory Leave for overtime hours worked when the employee physically works more than 40 hours if the employee has a seven (7) day work period or 80 hours if the employee has

a fourteen (14) day work period. When this occurs, the employee is credited with leave calculated at one and one-half time (converted overtime) for each hour of overtime. (Amended March 24, 2003).

- 7.49 Compensatory Leave on an hour for hour basis, for an FLSA covered employee, is earned by any employee, including law enforcement personnel, when the total of hours actually worked is less than 40 hours for an employee who has a seven day work period or 80 hours for an employee who has a fourteen day work period, but the total of such hours actually worked, plus paid leave used, and official holiday hours, exceeds 40 hours for an employee who has a seven day work period or 80 hours for an employee who has a fourteen day work period. (Amended March 24, 2003).