

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
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 15, 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 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 |
|--------------|---|
| \$242,130.45 | Project S.T.O.P. (Stop Truancy FY24 on Patrol) Mission C.I.S.D |

CERTIFIED BY:


Linda Fong, CPFO

09/18/2023
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-92505

Constable Pct. #3 10. A.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 09/19/2023

Submitted For: Larry Gallardo, CONSTABLE
PCT. #3

Submitted By: Raquel Ramos

Department: CONSTABLE PCT. #3

CAPTION

Constable Pct. 3 STOP Truancy Program (1285):

1. Approval to renew Memorandum of Understanding (MOU) between Hidalgo County, acting by and through Constable Pct. 3, and Mission CISD for the fiscal year 2024 (period of 09/01/2023 to 08/31/2024) 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 County Auditor, and appropriation of the same.

BACKGROUND

The Memorandum of Understanding (MOU) agreement will fund a total of three deputy constable positions salaries, allowances, and fringes in order to provide school resource officers (SRO's) for the school district for FY 2024 (09/01/23 to 08/31/24).

Mission CISD portion is 100% (3 deputy constables); no county cash match required.

Fiscal Impact

CALENDAR YEAR: 2023

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds for FY 2024 Memorandum of Understanding (MOU) with Mission CISD, pending COR by County Auditor. FY 2024 agreement is effective from 09/01/2023 thru 08/31/2024.

Mission CISD 100% funding \$242,130.45; no county cash match required.

Revenue acct#: 3-1285-337-01-293-005-4-000 STOP TRUANCY - MISSION CISD REVENUE

Attachments

FY 2024 Mission CISD MOU

Legal Review MCISD

FY2024 Mission CISD Salary Analysis

FY2024 Appropriation-Mission CISD

COR Request Memo

Form Review

Inbox
Budget & Management

Reviewed By
Veronica Ortiz

Date
09/15/2023 09:44 AM

Ivan Cantu
Final Approval
Form Started By: Raquel Ramos

Ivan Cantu

09/15/2023 11:51 AM

Started On: 09/14/2023 04:32 PM

DATE: September 19, 2023

2023
Appropriation

DEPARTMENT HEAD: Dagoberto Soto, Jr., Budget Officer

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

AI-92505/CC 9-19-2023

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 | 161,577.00 |
| 3-1285-421-00-293-005-4- 115 | STOP TRUANCY - LONGEVITY PAY | 1,500.00 |
| 3-1285-421-00-293-005-4- 117 | STOP TRUANCY - SUPPLEMENTAL PAY | 9,900.00 |
| 3-1285-421-00-293-005-4- 211 | STOP TRUANCY - HEALTH INSURANCE | 27,384.00 |
| 3-1285-421-00-293-005-4- 212 | STOP TRUANCY - LIFE INSURANCE | 168.48 |
| 3-1285-421-00-293-005-4- 220 | STOP TRUANCY - FICA | 13,232.74 |
| 3-1285-421-00-293-005-4- 230 | STOP TRUANCY - RETIREMENT | 21,933.48 |
| 3-1285-421-00-293-005-4- 250 | STOP TRUANCY - UNEMPLOYMENT COMP | 1,037.86 |
| 3-1285-421-00-293-005-4- 260 | STOP TRUANCY - WORKER'S COMP | 5,396.89 |
| | TOTAL APPROPRIATIONS | \$242,130.45 |
| 3-1285-337-01-293-005-4-000 | STOP TRUANCY - MISSION ISD - REVENUE | 242,130.45 |
| | TOTAL REVENUES | 242,130.45 |
| | TOTAL BUDGET INCREASE (DECREASE) | \$242,130.45 |

REASON: Appropriation of funds for Const Pct. 3 STOP Truancy Program Memorandum of Understanding (MOU) between Hidalgo Co. & Mission CISD for FY 2024 (9.1.2023 to 8.31.2024). Agreement with La Joya ISD was previously approved by CC on 8-22-2023 (AI-91849/CC 8-22-2023)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

| |
|-----------|
| 161577 |
| 1500 |
| 9900 |
| 27384 |
| 168.48 |
| 13232.74 |
| 21933.48 |
| 1037.86 |
| 5396.89 |
| 242130.45 |

DATE

ATTEST COUNTY CLERK

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 ____ day of _____, 2023, 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, 2023 and terminate on August 31, 2024.
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 \$242,130.45 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 Forty Two Thousand One Hundred Thirty Dollars and 45/100 (\$242,130.45) 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.

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

**MISSION CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

Veronica "Betty" R. Mendoza President, Board of Trustees

ATTEST:

Iris Iglesias, 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, Toribio "Terry" Palacios

BY: _____
Josephine Ramirez
Assistant District Attorney

Hidalgo County

Department of Budget & Management

Hidalgo County Constable Pct. 3 Mission CISD School Resource Officer (SRO) Interlocal Agreement FY 2024 (9-1-2023 to 8-31-2024)

Salary Analysis - Exhibit A

| | | MISSION CISD 100% | | | |
|--|------------------------------|---|---|--|----------------------|
| 1285-421-00-293-005-4-XXX STOP TRUANCY PROG. | | Senior Deputy Constable Slot #0001 Emp #24821 | Deputy Constable Slot #0003 Emp #243531 | Senior Deputy Constable Slot #0005 Emp #193615 | |
| | | Rank 8, Step 2 | Rank 6, Step 2 | Rank 8, Step 1 | TOTAL |
| Budgeted Salary | | 53,652.00 | 48,003.00 | 52,343.00 | 153,998.00 |
| Rank/Step Increase | | 805.00 | - | 1,309.00 | 2,114.00 |
| COLA Increase (3.5%) | | 1,906.00 | 1,681.00 | 1,878.00 | 5,465.00 |
| TOTAL BUDGETED SALARY: | | \$ 56,363.00 | \$ 49,684.00 | \$ 55,530.00 | \$ 161,577.00 |
| Budgeted Longevity (includes annual increase-2024) | | 840.00 | - | 660.00 | 1,500.00 |
| Budgeted Supplemental Pay | | 3,300.00 | 3,300.00 | 3,300.00 | 9,900.00 |
| TOTAL BUDGETED ALLOWANCES: | | \$ 4,140.00 | \$ 3,300.00 | \$ 3,960.00 | \$ 11,400.00 |
| TOTAL BUDGETED COMPENSATION: | | \$ 60,503.00 | \$ 52,984.00 | \$ 59,490.00 | \$ 172,977.00 |
| | RATES | | | | |
| Health Insurance | 2023-\$8,832 2024-\$9,276 | 9,128.00 | \$ 9,128.00 | \$ 9,128.00 | \$ 27,384.00 |
| Life Insurance | 56.16 | 56.16 | 56.16 | 56.16 | 168.48 |
| FICA | 7.65% | 4,628.48 | 4,053.28 | 4,550.99 | 13,232.74 |
| Retirement | 12.68% | 7,671.78 | 6,718.37 | 7,543.33 | 21,933.48 |
| Unemployment | 0.60% | 363.02 | 317.90 | 356.94 | 1,037.86 |
| Workers Compensation | 3.12% | 1,887.69 | 1,653.10 | 1,856.09 | 5,396.89 |
| TOTAL BUDGETED FRINGE BENEFITS: | | \$ 23,735.13 | \$ 21,926.81 | \$ 23,491.51 | \$ 69,153.45 |
| TOTAL BUDGETED COMPENSATION & FRINGE BENEFITS | | \$ 84,238.13 | \$ 74,910.81 | \$ 82,981.51 | \$ 242,130.45 |

| | |
|--|----------------------|
| MISSION CISD PORTION (100%) | \$ 242,130.45 |
| HIDALGO CO PORTION | \$0.00 |
| TOTAL COMPENSATION | \$ 242,130.45 |

*Based on Budgeted Amount

DBM REVISED: 6-28-2023



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

MCISD Memorandum FY23-24

Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Thu, Jul 6, 2023 at 4:29 PM

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

Cc: Larry Gallardo <larry.gallardo@co.hidalgo.tx.us>

The revised agreement with Mission CISD is approved as to form.

Please let me know if I can be of any further assistance.

Thanks,

Josephine Ramirez Solis

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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[Quoted text hidden]

DEPARTMENT OF BUDGET & MANAGEMENT

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

www.co.hidalgo.tx.us/budget

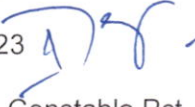
505 S. McColl Rd. Suite G
Edinburg, Texas 78539



MEMORANDUM

To: Linda Fong, CPFO, Interim County Auditor

From: Dagoberto Soto, Jr., Budget Officer

Date: Friday, September 15, 2023 

Subject: Certification of Revenues- Constable Pct. 3- FY 2024 Mission CISD 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
Minerva Diaz, Grants Accounting Supervisor
Damaris SanMiguel, Division Manager
Abraham Salazar Martinez, 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 Mission CISD for the new fiscal year, FY 2024 (9-1-2023 to 8-31-2024) in the amount of \$242,130.45.

Please be advised that an agenda item has been placed for the next Commissioners Court meeting of September 19, 2023 (AI-92505) 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.