

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 19th day of December, 2023, 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 September 19, 2023, **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 amend Section 1 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 four (4) 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.

2. The **PARTIES** agree to amend Section 9 of the **AGREEMENT** as follows:

9. Payment. The total amount of this **AGREEMENT** shall not exceed Two Hundred Ninety-Three Thousand Two Hundred and Twenty-Eight Dollars and Seventy-Three Cents (\$293,228.73) 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**.

3. The **PARTIES** agree to amend Section 10 of the **AGREEMENT** as follows:

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 Ninety-Three Thousand Two Hundred and Twenty-Eight Dollars and Seventy-Three Cents (\$293,228.73), which represents its 100% of cost as consideration to the County for the continued implementation of the Agreement at the District.

4. 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 December 19, 2023.

Agenda Item No. _____

Executive Office: _____

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

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

Date

COUNTY OF HIDALGO, TEXAS

By: _____

Richard Cortez, Hidalgo County Judge

Date

ATTEST:

By: _____

Iris Iglesias, Secretary, Board of Trustees

ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney
Toribio "Terry" Palacios

By: _____

Michelle Lopez
Assistant District Attorney