

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

August 6, 2024

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, Letty Chavez, 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
\$269,144.79	Project S.T.O.P. (Stop Truancy FY25 on Patrol) Mission C.I.S.D

CERTIFIED BY:



Letty Chavez, County Auditor

8/7/2024

Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92 ND D.C.	FERNANDO MANCIAS JUDGE, 93 RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139 TH D.C.	ROSE GUERRA REYNA JUDGE, 206 TH D.C.	MARLA CUELLAR JUDGE, 275 TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 ND D.C.	NOE GONZALEZ JUDGE, 370 TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 TH D.C.	L. KENO VASQUEZ JUDGE, 398 TH D.C.	ISRAEL RAMON, JR. JUDGE, 430 TH D.C.	RENEE R. BETANCOURT JUDGE, 449 TH D.C.	JOSE "JOE" RAMIREZ JUDGE, 464 TH D.C.	YSMAEL FONSECA JUDGE, 476 TH D.C.
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AI-96115

Constable Pct. #3 21. A.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 08/06/2024

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 Interlocal Agreement between Hidalgo County, acting by and through Constable Pct. 3, and Mission CISD for the fiscal year 2025 (period of 09/01/2024 to 8/31/2025) 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 Interlocal Agreement will fund a total of three (3) deputy constable positions' salaries, allowances, and fringes in order to provide school resource officers (SRO's) for the school district for FY25 (09/01/24 to 08/31/25).

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

Fiscal Impact

CALENDAR YEAR: 2024

ACCT. #: 4-1285-421-00-293-005-5-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for FY25 Interlocal with Mission CISD, pending COR by County Auditor. FY25 agreement is effective from 09/01/2024 thru 08/31/2025.

Mission CISD 100% funding is \$269,144.79; no cash match required.

Revenue Account #: 4-1285-337-01-293-005-5-000 STOP TRUANCY - MISSION CISD - REVENUE

Attachments

- Legal Review - MCISD
- FY 2025 Mission CISD ICA
- COR Request
- Appropriation

Inbox

Budget & Management

Final Approval

Form Started By: Leidy Roque

Reviewed By

Veronica Ortiz

Date

07/25/2024 03:07 PM

Started On: 07/25/2024 01:15 PM

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Interlocal Cooperation Agreement, hereinafter referred to as "Agreement" is made on this the _____ day of _____, 2024, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District" and the **COUNTY OF HIDALGO, TEXAS**, 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, 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, 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 of this Agreement, such peace officers at all times, shall remain and be treated as employees 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 officers assigned to the District shall use their best efforts to respond to emergencies or other exigent circumstances that 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. 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 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, 2024, and terminate on August 31, 2025. 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 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.** The County agrees to notify the District's Safety & Security 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 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 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, the District shall notify the Constable Precinct #3 with specific information regarding such non-performance. The county shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's non-performance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.
9. The District shall contribute 100% of the costs associated with administering the performance of this Agreement at the District; within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County one match payment in the amount of two hundred sixty-nine thousand, one hundred forty-four and 79/100 Dollars (\$269,144.79) as consideration to the County for the continued implementation of the Agreement at the District.
10. 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.
11. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

12. **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.
13. **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.
14. **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.
15. **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 JURISDICATION IN HIDALGO COUNTY, TEXAS.
16. **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.

17. **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.
18. **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.
19. **Assignment.** This Agreement shall not be assignable.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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. 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.
25. **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.
26. **Non-Discrimination:** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and District policy, including without limitation to race, 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.

CONTRACTOR:

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: _____

AGENCY:

Mission Consolidated Independent School District



Iris Iglesias, President
Mission CISD Board of Trustees



Cris Valdez, Ed. D.
Interim Superintendent for Schools



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

Certification of Revenues Request - Const. Pct. 3/ICA Between Mission CISD

1 message

Leidy Roque <leidy.roque@co.hidalgo.tx.us>
To: Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us>
Cc: Ray Morin <ray.morin@auditor.co.hidalgo.tx.us>

Thu, Jul 25, 2024 at 2:51 PM

Good Afternoon,

Please let this email serve as a request for a Certification of Revenues from your office in reference to the Interlocal Agreement between Hidalgo County and Mission CISD for the fiscal year FY 2025 (9-1-24 to 8-31-25) in the amount of \$ 269,144.79. ✓

Please be advised that an agenda has been placed for the next Commissioners Court meeting of August 6, 2024 (AI-96115) for the appropriation of funds.

Thank you in advance,

--

Leidy Nallely Roque
Executive Assistant
Hidalgo County Constable Pct. 3
Phone: 956-205-7031 EXT.3305
FAX: 956-519-4245
leidy.roque@co.hidalgo.tx.us

DATE: August 6, 2024

DEPARTMENT HEAD: Dagoberto Soto, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Const Pct.3 STOP TRUANCY PRG

ACCOUNT NUMBER: 4-1285-421-00-293-005-5-XXX

Contact Person: Patricia Pacheco Ph#: (956) 292-7025 ext. 5416

2024 Appropriation

AI-96115



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
4-1285-421-00-293-005-5 113 ✓	STOP TRUANCY- REG F/T EMPLOYEES ✓	179,310.00
4-1285-421-00-293-005-5 115 ✓	STOP TRUANCY- LONGEVITY PAY ✓	3,120.00
4-1285-421-00-293-005-5 117 ✓	STOP TRUANCY- SUPPLEMENTAL PAY ✓	9,000.00
4-1285-421-00-293-005-5 211 ✓	STOP TRUANCY- HEALTH INSURANCE ✓	35,604.00
4-1285-421-00-293-005-5 212 ✓	STOP TRUANCY- LIFE INSURANCE ✓	168.48
4-1285-421-00-293-005-5 220 ✓	STOP TRUANCY- FICA ✓	14,644.40
4-1285-421-00-293-005-5 230 ✓	STOP TRUANCY- RETIREMENT ✓	26,149.33
4-1285-421-00-293-005-5 250 ✓	STOP TRUANCY- UNEMPLOYMENT COMP ✓	1,148.58
		179,310.00 + 3,120.00 + 9,000.00 + 35,604.00 + 168.48 + 14,644.40 + 26,149.33 + 1,148.58
4-1285-337-01-293-005-5- 000 ✓	STOP TRUANCY - MISSION CISD - REVENUE ✓	269,144.79 ✓
TOTAL BUDGET INCREASE (DE		269,144.79

REVIEWED By Minerva Diaz at 3:44 pm, Aug 02, 2024

REASON: Appropriation of funds for FY25 Interlocal Agreement between Hidalgo County and Mission CISD, pending COR by County Auditor. FY25 agreement is effective from 09/01/2024 thru 08/31/2025. Mission CISD 100% funding is \$269,144.79; no cash match required. ✓

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK



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

Certification of Revenues Request - Const. Pct. 3/ICA Between Mission CISD

1 message

Leidy Roque <leidy.roque@co.hidalgo.tx.us>
To: Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us>
Cc: Ray Morin <ray.morin@auditor.co.hidalgo.tx.us>

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