

## **DRAINAGE DISTRICT #1**

The Honorable Renato Cuellar, County Judge, called the Drainage District #1 Board meeting to order, whereupon the following proceedings were had, to-wit:

### **CONSENT AGENDA**

**ITEM 1. APPROVAL OF CHECK REGISTER AND PAYMENT OF CLAIMS AND BILLS - COUNTY AUDITOR**

**ITEM. 2. LINE ITEM TRANSFER - \$10,000.00**

(See Exhibit A)

**ITEM 3. PERMIT - CITY OF MCALLEN - HEATHERWOOD SUBDIVISION**

(See Exhibit B)

The County Judge introduced the Drainage District #1 Consent Agenda. There being no changes, a motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve the Consent Agenda, as presented.

MOTION CARRIED.

### **REGULAR AGENDA**

**ITEM 1. APPROVAL OF ESTIMATE #4 - SASCON CONSTRUCTION CO. - HOME DEPOT PROJECT**

**ITEM 2. AUTHORIZATION TO PAY ESTIMATE #4 - SASCON CONSTRUCTION - HOME DEPOT PROJECT**

Vona Walker, the Right of Way Director, informed the Board that they were requesting authorization to approve and pay estimate #4 to Sascon Construction Co. A motion was made by Commissioner Garces and seconded by Commissioner Handy to approve the estimate and authorize payment.

MOTION CARRIED.  
(See Exhibit C)

**ITEM 3. PURCHASING DEPARTMENT:**

- A. Recommending award of bid for “Lubricants (Grease, Oil, Hydraulic fluids) and Anti-Freeze Products” to multiple vendors

Martha Salazar, the Purchasing Director, came before the Court recommending the awarding of the bid for lubricants, grease, oil, hydraulic fluids and anti-freeze products. She stated that this bid opening was held on March 4<sup>th</sup> in which they had three bidders: Lubrication Engineers Inc., out of Fort Worth; Holland Oil, out of Weslaco; and Specialty Oil, out of La Feria. She was recommending award to each respective low bidder, of which there are two. Multi-vendor awards to Holland Oil and Specialty Oil as highlighted on the exhibit. This contract would be effective April 8<sup>th</sup>, 1998. A motion was made by Commissioner Rosel and seconded by Commissioner Handy to approve the request as presented.

MOTION CARRIED.  
(See Exhibit D)

There being no further business to come before the Drainage District #1 Board, a motion was made by Commissioner Garces and seconded by Commissioner Rosel that said meeting be hereby adjourned.

MOTION CARRIED

**COMMISSIONERS' COURT**

The Honorable Renato Cuellar, County Judge, called the Commissioners' Court meeting to order, whereupon the following proceedings were had, to-wit:

## CONSENT AGENDA

### **ITEM 1. APPROVAL OF CHECK REGISTER AND PAYMENT OF CLAIMS AND BILLS -**

#### **COUNTY AUDITOR**

(See Exhibit E)

### **ITEM 2. LINE ITEM TRANSFERS:**

- A. WIC Department - \$10,000.00
- B. Juvenile Probation - \$40,624.00 - No Action
- C. Treasurer Department - \$1,079.00
- D. Commission Pct. 1 - Road & Bridge - \$3,000.00
- E. Commissioner Pct. 1 - Parks - \$5,500.00
- F. Commissioner Pct. 1 - Administration - \$1,850.00
- G. Commissioner Pct. 1 - Sanitation - \$2,000.00
- H. General Litigation - \$50,000.00
- I. County Clerk - \$2,226.80
- J. Constable Pct. 4 - \$300.00

(See Exhibit F)

### **ITEM 3. RIGHT OF WAY DEPARTMENT:**

- A. Permits:
  - 1. Pct. 3 - Southwestern Bell Telephone
    - Coastal Oil and Gas USA
  - 2. Pct. 4 - North Alamo Water Supply

(See Exhibit G)

### **ITEM 4. URBAN COUNTY PROGRAM:**

- A. HOME - First Time Homebuyer Contract Agreement and Letter of Commitment to Mortgage Company - 3 families

(See Exhibit H)

### **ITEM 5. PLANNING DEPARTMENT:**

- A. Subdivision:

1. Summit Plaza - Pct. 2
2. Summit Plaza No. 2 - pct. 2
3. Sharyland Business Plaza - Pct. 3
4. Southwest Elementary School S/B - Pct. 4
5. Starry Subdivision - Pct. 4

(See Exhibit I)

**ITEM 6. COUNTY CLERK:**

- A. Approval of Monthly Fee Report - February 1998 total of \$108,446.42
- B. Approval of Monthly Court Cost Report - February 1998 Total  
\$154,844.05

(See Exhibit J)

**ITEM 7. DISTRICT CLERK:**

- A. Approval of Monthly Fee Report - Total of \$153,963.47

(See Exhibit K)

The County Judge introduced the Consent Agenda. Upon a question by Commissioner Garces regarding any changes, it was reported that there would be no action on Item 2/B. Manuel Cavazos, the County Auditor, also pointed out that there was a correction on Item 1; check number 14237 had to be voided. A motion was made by Commissioner Garces and seconded by Commissioner Rosel to approve the Consent Agenda, as presented.

MOTION CARRIED.

The County Judge informed the Court that he would like to proceed with the Regular Agenda and go on to Addendum No. 3.

**REGULAR AGENDA**

**ADD. 3. RESOLUTION REGARDING HIDALGO COUNTY SUBDIVISIONS**

Commissioner Handy read the resolution into the record. A motion was then made by Commissioner Arcaute and seconded by Commissioner Garces to adopt the resolution, as presented.

MOTION CARRIED.

(See Exhibit W)

Mr. Eddie Anaya, Leader of Valley Interfaith, approached the Commission and stated that he felt that the resolution was a step in the right direction and the Commissioners' Court was making an effort in getting this problem resolved. He continued by saying that they are also taking action and indicated that the Texas Water Development Board will be in Penitas today and his organization will continue to meet with them in order to continue moving projects for approval. He added that they would like to request weekly meetings, with the Judge and Commissioners in trying to find out where they are in resolving the present problem. Judge Cuellar informed Mr. Anaya that this Commissioners' Court has been "shooting in the dark" with regards to this problem, because they have not received the report from the Attorney General's Office as of yet; but they will keep the public informed in this matter. Commissioner Garces reported that he had a handout from the Planning Department which provided eight suggestions from the Chief Planner and he felt that they should look into it; the County Judge recommended that they address it according to the agenda.

The County Judge went back to the regular order of the agenda and proceeded with the Executive Agenda.

## **EXECUTIVE AGENDA**

### **ITEM 1. CLOSED SESSION:**

Commissioners' Court may go into Closed Session pursuant to Chapter 551,

Texas Government Code, Section 551.071 to discuss the following

#### A. Litigation:

1. PCM Ref.: 7004495, Eloy Sanchez, et al -vs- Hidalgo County
2. Rene Lizcano -vs- Hidalgo County

The County Judge and Commissioners went into Executive Session accompanied by Mr. Steve Crain, the County Legal Counsel.

### **ITEM 2. OPEN SESSION:**

#### A. Litigation:

1. PCM Ref.: 7004495, Eloy Sanchez, et al -vs- Hidalgo County
2. Rene Lizcano -vs- Hidalgo County

2/A/1

A motion was made by Commissioner Handy and seconded by Commissioner Garces to proceed with negotiations as recommended by legal counsel.

MOTION CARRIED.  
(See Exhibit L)

2/A/2

Commissioner Handy informed the Court that there would be no action on this item.

NO ACTION.

## **REGULAR AGENDA**

### **ITEM 1. JUVENILE PROBATION:**

#### A. Approval to submit the VISTA Project applications

Israel "Buddy" Silva, Juvenile Probation Director, came before the Court requesting approval to submit the VISTA Project applications. He stated that this was an application that they are reapplying for and if approved by VISTA it will provide the department with five staff people that would be assigned to their Juvenile Court Conference Committee program. VISTA will pay for their salary and fringe benefits and other things that they provide. Mr. Silva indicated that the only commitment that the County would have is a \$5,000.00 travel allowance, for travel that these individuals would be doing if the application was approved. A motion was made by Commissioner Garces and seconded by Commissioner Rosel to approve the request as presented.

MOTION CARRIED.  
(See Exhibit M)

### **ADD. 1. JUVENILE PROBATION:**

#### A. Approval of budget amendment

Mr. Silva explained that this was budget amendment to record the criminal justice division grant in the amount of \$40,624.00. He added that this was a Criminal Justice grant out of Austin and he is requesting approval. A motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve the request as presented.

MOTION CARRIED.

**ITEM 2. ADULT PROBATION:**

- A. Approval of FY 1997 (9/1/96 thru 8/31/97) 4<sup>th</sup> Quarterly Report and Statement of Financial Position

Diana Solis, from the Adult Probation, came before the Court requesting approval of the FY 1997 4<sup>th</sup> Quarterly Report and Statement of Financial Position. She stated that this was in accordance with their requirement by the Texas Department of Criminal Justice. A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the report as presented.

MOTION CARRIED.  
(See Exhibit N)

**ITEM 3. COUNTY JUDGE'S OFFICE:**

- A. Approval of Budget Amendment for the Fifth Administrative Judicial Region
- B. Discussion & Action on the Headstart program Director Job Description

3/A

Loura Etnire, Chief Administrative Assistant to the County Judge, reported that the request was for approval of a budget amendment for the Fifth Administrative Judicial Region. The amendment is for an amount of \$10,676.00. A motion was made by Commissioner Arcaute and seconded by Commissioner Garces to approve the request as presented.

MOTION CARRIED.  
(See Exhibit O)

3/B

Lisa Saucedo, Administrative Assistant to the County Judge, informed the Court on the advertisement of the job description for the Headstart Director. She mentioned that the Personnel Director was also present and they were wanting some direction on what route to take with regards to the advertisement. Ms. Saucedo indicated that they had looked in to advertising in five major newspapers, during the Sunday editions, for a month and they found that this would cost the County approximately \$10,000.00. Commissioner Arcaute asked if this Court felt that there were no local people who fill this position and Ms. Saucedo declared that she did not. The County Judge noted

that they were directed by the Dallas office to go statewide. Commissioner Rosel wanted to know what the response to Commissioner Arcaute's question was and Ms. Saucedo reiterated her response. Commissioner Garces asked if there was a qualified amount in their line items, within the Headstart Program to help them with this expense and Ms. Saucedo reported that she had not looked into any Headstart monies. Commissioner Arcaute then pointed out that if the State wanted the County to advertise on a statewide basis, then they should only do it once to satisfy that requirement. Esther Cortez, the Personnel Director, stated that if they advertise one Sunday in six major newspapers it would cost the County approximately \$4,500.00 and this was agreed to by the Commissioners' Court.

NO ACTION.  
(See Exhibit O)

**ITEM 4. CONSTABLE PCT. 5:**

- A. Approval of appointment of deputy constable as prescribed in TLGC Section 86.011 for Constable Pct. #5
- B. Approval of Budget Amendment
- C. Set Salary

4/A

Constable Bazan came before the Court requesting approval of the appointment of deputy constable as per the Texas Local Government Code Section 86.011. He mentioned that he had interviewed eight applicants of which two were no-shows and he was recommending the appointment of Joel Benavidez. A motion was made by Commissioner Handy and seconded by Commissioner Arcaute and Garces to approve the appointment of deputy constable as prescribed in TLGC Section 86.011 for Constable Pct. #5, whose name is Joel F. Benavidez.

MOTION CARRIED.  
(See Exhibit P)

4/B

A motion was made by Commissioner Handy and seconded by Commissioner Arcaute to approve the budget amendment for said Constable position in the amount of \$19,058.03.

MOTION CARRIED.  
(See Exhibit P)

4/C

A motion was made by Commissioner Handy and seconded by Commissioner Arcaute to set the salary for the new deputy constable at a pro-rated salary of \$18,918.62 and the effective date would be March 30th.

MOTION CARRIED.  
(See Exhibit P)

**ITEM 5. CONSTABLE PCT. 1:**

- A. Approval of appointment of deputy constable as prescribed in TLGC Section 86.011 for Constable Pct. #1
- B. Approval of Budget Amendment
- C. Set Salary

5/A

Raul C. Garza, Chief Deputy Constable, came before the Court requesting approval of a deputy constable as prescribed in TLGC Section 86.011 for Constable Pct. #1. Deputy Garza reported that the selection for this position was Blanca Sanchez. A motion was made by Commissioner Handy and seconded by Commissioner Arcaute to approve the appointment of deputy constable as prescribed in TLGC Section 86.011 for Constable Pct. #1; the selection of Blanca I. Sanchez.

MOTION CARRIED.  
(See Exhibit Q)

5/B

A motion was made by Commissioner Handy and seconded by Commissioner Arcaute to approve the budget amendment in the amount of \$19,058.03.

MOTION CARRIED.  
(See Exhibit Q)

5/C

A motion was made by Commissioner Handy and seconded by Commissioner Arcaute to set the salary for deputy constable position, pro-rate the salary of \$18,918.62, the position to begin on March 30<sup>th</sup>, 1998.

MOTION CARRIED.  
(See Exhibit Q)

**ITEM 6. SHERIFF'S OFFICE:**

- A. Approval of contract with Hidalgo County Crime Stoppers, Inc.
- B. Approval of Budget Amendment (General Fund) - donation for the Funding of Rewards
- C. Approval to re-appropriate funds from the 1997 budgets in the following accounts into the 1998 budgets:
  - 1. Sheriff Back wages Account
  - 2. Sheriff LEOSE Account
  - 3. U.S. Department of Justice Account
- D. Approval to appropriate \$4,562.72 in the Sheriff's Investigation Fund 104 for monies received from the auction of five seized vehicles
- E. Approval of Budget Amendment for the Sheriff's Federal Sharing U.S. Treasury

6/A

Roy Quintanilla, Chief Deputy, came before the Court and announced that back in February this Commissioners' Court had approved \$25,000.00 to be donated to the Crime Stoppers. He stated that at that time the Court had ordered that a contract be drawn up, and this has been done and he is requesting approval of the contract. A motion was made by Commissioner Arcaute and seconded by Commissioner Handy to approve the request as presented.

MOTION CARRIED.  
(See Exhibit R)

6/B

Deputy Quintanilla continued by requesting a budget amendment in the amount of \$25,000.00, be appropriated into the proper line item. Commissioner Rosel asked him if they had these funds within their budget and Deputy Quintanilla responded that they did not have any funds appropriated for these kinds of requests. After further discussion, a motion was made by Commissioner Arcaute and seconded by Commissioner Garces to approve the budget amendment from the General Fund, as presented.

MOTION CARRIED.  
(See Exhibit R)

6/C

Emilia Uriegas informed the Court that they were requesting approval to re-appropriate funds from the 1997 budget in the Sheriff Back wages Account into the 1998 budget. The amount to be re-appropriated is \$19,839.13.

A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the re-appropriation as presented.

MOTION CARRIED.  
(See Exhibit R)

The next request is to re-appropriate funds into the LEOSE account in the amount of \$9,388.43. A motion was made by Commissioner Garces and seconded by Commissioner Rosel to approve.

MOTION CARRIED.  
(See Exhibit R)

The following request was for the U.S. Department of Justice account, in the amount of \$19,632.53. A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve.

MOTION CARRIED.  
(See Exhibit )

6/D

Ms. Uriegas explained that this next item was for approval to appropriate \$4,562.72 in the Sheriff's Investigation Fund 104. This were monies that were received on auction of five seized vehicles. A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.  
(See Exhibit R)

6/E

The last request was for approval of a budget amendment in the Sheriff's Federal Sharing U.S. Treasury Fund 111. This was in the amount of \$4,847.65. A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.  
(See Exhibit R)

**ITEM 7. COMMISSIONER PCT. 1 & 3:**

- A. Discussion and possible action on who to pay (unpaid billings thru 9/14/97) for security services provided by in the Shadow Security

- Services at Pct. 1 and Pct. 3 Parks: Delta Lake Park, Sunrise Hill Park and Anzalduas Park (Pay Ramón C. Coronado or Juan Casares)
- B. Discussion and possible action on whether or not to pay Juan Casares for Unpaid billings from 9/15/97 thru 0/25/97 for security services provided at Pct. 1 and Pct. 3 parks: Delta Lake Park, Sunrise Hill Park and Anzalduas Park

Commissioner Rosel explained that he had received a call from the Auditor's Department requesting that they place this item on the agenda in order to make a determination as to who is going to get paid. Manuel Cavazos, the County Auditor, informed the Court that this involved a security contract with The Shadow Security Services and before the contract had been terminated there had been a problem between Mr. Juan Casares and Mr. Ramón C. Coronado regarding a change in ownership of the company. The question was who to pay for services rendered. Mr. Cavazos continued by saying that after some research they have concluded that they owe Mr. Coronado for services up to September 14, 1997 and he is recommending payment, assuming that he will release the County from any liability. He added that if they approve to pay Mr. Coronado, they will owe Mr. Casares for services rendered after he took over the company with totals to \$2,572.50. Commissioner Garces asked that under whose authority Mr. Casares had put up these hours, as there was not commitment with the County to go out and provide these services. Mr. Cavazos indicated that his understanding was that the contract was with Mr. Coronado. Commissioner Handy noted that she had asked her Parks Manager, Roy Quintero, to be present and she asked that he come to the podium. Mr. Quintero indicated that Mr. Casares had continued to provide services, but he was not aware who had made the arrangements. Commissioner Rosel asked that Legal Counsel direct the Commissioners' Court as to any waivers that need to be signed and if payment is going to be authorized then they should get these individuals to sign some type of document so that the County will not be liable in this case. Mr. Cavazos recommended that no payment be made until both parties sign a release and Commissioner Rosel asked that legal counsel prepare the documentation. A motion was made by Commissioner Rosel and seconded by Commissioner Handy to authorize the County Auditor to make payment as recommended by the Auditor, himself, and before payment is made that legal counsel will prepare documents and that the document will be signed by the individuals that they are going to pay, that they will waive any further liability from this County.

MOTION CARRIED.  
(See Exhibit S)

## **ITEM 8. URBAN COUNTY PROGRAM:**

- A. Approval of a construction contract with Cunningham Constructors & Asso. Inc. - City of La Villa PFI - Water/Sewer Improvements Year 8 - 1995
- B. Approval of a Professional Service Contract with Quintanilla, Headley and Associates for PFI Street Improvements, Year 10 - 1997 Pct. 4
- C. Approval of contract for Architectural Service - City of Alton - UCP Year 9 - 1996 and Year 10 - 1997 Pct. 4
- D. Approval of a Budget Amendment for Year 1996 - Pct. 4
- E. Consideration and Action on Change Order #2 for the City of San Juan and Fitzgerald Contracting PFI - Water/Sewer Improvements - 1997 Year 10
- F. Approval of rejection of bids on construction contract Pct. #2 - Construction Contract year 10 - PFI - Street Improvements
- G. City of Penitas - HOME - Housing Rehabilitation Program - Construction Contract Award
- H. Declaration of an imminent threat to public health and safety, and approving a contract for removal of said imminent threat in the City of Edcouch

8/A

Anthony Covacevich, Urban County Director, came before the Court requesting approval of a construction contract with Cunningham Constructors & Associates. It was for water and sewer improvements in the City of La Villa and they are the low bidders with a contract amount of \$66,800.00. A motion was made by Commissioner Handy and seconded by Commissioner Garces to approve the request as presented.

MOTION CARRIED.  
(See Exhibit T)

8/B

Mr. Covacevich explained that the following request was from Precinct Four and it was for a professional service contract with Quintanilla, Headley and Associates for street improvements. This was under Year 10 and the amount of the contract was for \$111,133.77. A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.  
(See Exhibit T)

8/C

The City of Alton was requesting approval of a contract for architectural services. This was under Years 9 and 10 and it was for a parks and recreational facility and the contract amount was for \$6,600.00 and it was with Eduardo G. Vela Architect, the County of Hidalgo and the City of Alton. A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.  
(See Exhibit T)

8/D

Mr. Covacevich informed the Court that Precinct Four was requesting a budget amendment for Year 1996. The amendment was to move \$4,342.50 from street improvements to public services to fund the Foster Grandparent Program. A motion was made by Commissioner Garces and seconded by Commissioner Handy to approve the request as presented.

MOTION CARRIED.  
(See Exhibit T)

8/E

The City of San Juan was requesting approval of change order #2 with Fitzgerald Contracting for water and sewer improvement project for Year 10. The change order #2 was for an extension of seven (7) days to the contract, due to rain. A motion was made by Commissioner Arcaute and seconded by Commissioner Garces to approve change order #2.

MOTION CARRIED.  
(See Exhibit T)

8/F

Precinct Two was requesting rejection of bids on a construction contract under Year 10 for street improvements. Mr. Covacevich explained that the engineer placed on the project a betterment allowance in instruction to the bidders, but did not include this on the bid form. One bidder neglected to include this and also betterment allowances are not allowed by HUD on any contract. He is recommending rejection of the bids and authorize to rebid. A motion was made by Commissioner Arcaute and seconded by Commissioner Garces to approve the request as presented.

MOTION CARRIED.  
(See Exhibit T)

8/G

The City of Penitas was requesting approval of a construction contract award under the HOME Housing Rehabilitation Program. The contract was with the sole bidder De Leon Construction for an amount of \$106,200.00, for bid option number one and this is under the Urban County Programs estimate of \$107,000.00. This is for six dwelling units to be rehabbed. A motion was made by Commissioner Rosel and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.  
(See Exhibit T)

8/H

Mr. Covacevich reported that this next item there was a need to remove a water tower in Edcouch. Due to the high winds they had a situation where part of the water that had been slated to be removed fell and because it is surrounded by residential homes the City has considered this and have declared an emergency. They have discussed with HUD the situation and they are in agreement that it is an emergency and there is a need to remove. According to HUD requirement they are to take speedy action to hire a contractor to remove the water tower so that it does not create an imminent threat. Commissioner Rosel asked him if everything was in order and Mr. Covacevich replied that it was and they had obtained an estimate from a contractor, McCreary Water Tower and he was recommending that the enter into contract with this company. A motion was made by Commissioner Handy and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.  
(See Exhibit T)

**ITEM 9. PURCHASING DEPARTMENT:**

**A. HIDALGO COUNTY:**

1. Requesting the authority to submit properly procured small contracts (those not exceeding \$5,000.00, thus requiring only telephone quotes), on the weekly "Consent Agenda" for approval by Commissioners' Court

**B. HIDALGO COUNTY:**

1. Requesting approval of contract for: Hidalgo County's Group Health Insurance Plan with Certus Health Care

**C. HIDALGO COUNTY:**

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (8) for a

period of one (1) year for Sheriff's Dept. and Hidalgo County Jail, Youth Village, Adult Probation (includes Boot Camp and Restitution Center), Juvenile Probation and other Hidalgo County departments requiring food purchases

D. HIDALGO COUNTY PRECINCT NO. 3

1. Recommending to reject the sole proposal received for Emergency Medical Services - Med Care
2. Requesting exemption from competitive bidding requirements for Emergency Medical Services as per Section 262.024 (a) (2) "to preserve or protect the public health or safety of the residents"
3. Requesting approval of ruling for the "finding of the emergency" by Commissioners' Court
4. Recommending the award for Emergency Medical Services to Valley Emergency Medical Services based on three quotes and complying with the present specifications, terms and conditions
5. Requesting approval of contract for Emergency Medical Services to Valley Emergency Medical Service

E. HIDALGO COUNTY SHERIFF'S DEPARTMENT:

1. Requesting authority to declare surplus for auction
  - a. Numerous office equipment and three (3) seized vehicles
2. Requesting authority to declare surplus for destruction
  - a. One bullet proof vest (asset #19023) be declared surplus for destruction
3. Requesting authority to declare surplus for inventory removal
  - a. Two (2) lost or stolen items

9/A

Martha Salazar, the Purchasing Director, came before the Court requesting authority to submit properly procured contracts (those not exceeding \$5,000.00 and requiring only telephone quotes, on the weekly "Consent Agenda". She added that there were several situations that arise in her office on a daily basis where they have contracts under the \$5,000.00 limit that they feel can be approved within the Consent Agenda. A motion was made by Commissioner Rosel and seconded by Commissioner Handy to approve the request as presented.

MOTION CARRIED.

(See Exhibit U)

9/B

Mrs. Salazar informed the Court that she was requesting approval of the contract for the County's Group Health with Certus Health Care. She mentioned that she did not have the documents at the time of submittal and she

proceeded to hand those out. Mrs. Salazar explained that the handout was the draft document that was sent to Certus to their local counsel, and attached to that there was a second exhibit which was titled "Guarantee". The latter was a guaranty agreement submitted by Certus' local counsel to the County Legal Counsel and the third document was a letter from the County legal counsel, Atlas & Hall, to local counsel for Certus asking for some revisions of the guarantee agreement. She added that to her knowledge those revisions had not been incorporated into the guarantee agreement that she handed out. The problem she stated was that there "was some language on an exhibit called 'Exhibit A', submitted by Atlas & Hall on the guarantor's part that Certus felt made the guarantor appear to be operating as an HMO, thus the last ...document that is attached is the revised language that our counsel, Atlas & Hall, feels would remove the appearance and still have our guarantees in place of Certus' guarantor appearing to be operating as an HMO". She mentioned that these documents were forwarded yesterday. Mrs. Salazar explained that because Certus was an HMO and they do not participate in the Texas Re-Insurance Fund, they do have a re-insurance contract. She continued by saying that Certus' financial backer had made overtures to the County that they were there to guarantee financial solvency of the company if the need ever arose. Mrs. Salazar indicated that the request today was to "get this document signed as the revisions are requested only to produce evidence of what has been offered". After further discussion a motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve the Certus contract for a three period, contingent that the re-insurer is in place. Steve Crain, the County Legal Counsel, then gave a brief recap of the situation, adding that there were some documents that were delivered to this office this morning and which he has not had a change to review. He did clarify that Certus was an HMO and thus was not licensed to provide insurance and the guarantee issue arose because Certus' parent company would guarantee this obligation and Atlas & Hall drew the guarantee based on this. The only issue they are concerned about on the guarantee is with regards to the performance by the performance company, should Certus cease offering the services during the contract term, the parent company will pay the bills that have been incurred until the County is able to go through the RFP process and acquire a replacement in place and he went on to give an example of this. Mr. Crain also mentioned that in the document that were delivered there was a document title "Group Enrollment Agreement" and they had originally been asked by Purchasing to draft one. They had drafted one and had sent it to Certus and apparently what was being sent back was a different agreement and he has not had a chance to review this new document. The only other item that he had a concern with was in acquiring a corporate resolution from the company who was giving guarantee, showing that whoever signed that guarantee had the authority from that company to execute those types of guarantees and they have yet to be provided with this document. He indicated that at this time they needed direction

from the Court as to where they wanted them to go on this issue. Commissioner Rosel amended his motion to include that they wanted approval of the contract, to make sure that the re-insurer is in place and to go ahead and clarify any language that needs to be clarified between now and the time that the contract is signed. Mr. Crain had a question with the word "clarify" as he had received a whole new agreement and a whole new guarantee and he added that it was Certus that offered the guarantee and they can't approach this in insurance terms, because this is not insurance. Mr. Crain pointed out that he wanted to make sure that if for some reason the HMO falls apart, the employees will be covered by someone to pay those bills that will be incurred in the transition period until such time as the County gets a new health plan in effect. Commissioner Garces asked Mr. Crain if he was not satisfied with the financial back on the plan and Mr. Crain replied that he was not comfortable with the terms "of what the financial back, the guarantor, is willing to do and right now they do say 'we'll financially guarantee that that financial guarantee runs to the County' and what he was concerned about was 'the employee out there in the transition period who has incurred bills with one of the approved service providers and all of a sudden it stops and they still have ongoing treatment; who's going to pay the cost of that employees bill'. He wanted to be sure that the transition period was covered until they could get a replacement in place. Commissioner Garces indicated that he felt very secure with what they had and he didn't know if they were over procuring the County's liabilities. Commissioner Rosel restated his motion that they approve the contract and that they make sure that the re-insurer is in place. The County Judge asked him what would happen if the re-insurer was not in place and the response was that the motion would not be valid. After continuing discussion, Commissioner Rosel amended his motion to approve the contract, to make sure the re-insurer is in place and that the company would be there for ninety days after termination notice. Mr. Crain pointed out that his office had not yet reviewed the documents that were received today, so in essence this Commission was approving a contract that had not been reviewed by legal counsel. He mentioned this because he did not know if there were any other changes in the documentation and he wanted the Commissioners to be aware of this. Judge Cuellar asked if there was an urgency in getting this approved this today and Mrs. Salazar explained that if they did not then she would have to request that they month-to-month with ASO and also Certus has directed that if this is not implemented by April 1<sup>st</sup>, there would be a 5% annual divided by the quarter increase in rates. Commissioners Garces and Handy seconded the amendment to the motion by Commissioner Rosel and upon a vote in carried.

MOTION CARRIED.  
(See Exhibit U)

Mrs. Salazar explained that the following was an annual request for exemption from competitive bidding requirements under the Texas Local Government Code Section 262.024 (a) (9) for a period of one year for the Sheriff's Department, the Jail, the Youth Village, Adult Probation, including Boot Camp and the Restitution Center, Juvenile Probation and any other Hidalgo County departments requiring food purchases. A motion was made by Commissioner Rosel and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.  
(See Exhibit U)

9/D/1

MARTHA SALAZAR Item 9/D/1, this is a project that we have had ongoing with Precinct No. Three, as it relates to emergency medical services, ambulance services. This is, this is requesting rejection of the sole proposal received on an RFP that was put out for Precinct Three on emergency medical services due to the high proposal that was received of \$240,000.00. We did try to negotiate a best and final offer and there was no best and final offer tendered other than it would remain at \$240,000.00. We're recommending rejection of this proposal.

COMM. ARCAUTE What is the, ah, what figure do you consider to be, if you say that this is high?

MARTHA SALAZAR Well we were paying right now of, we're paying around \$84,000.00. I think we're paying about \$7,000.00 something a month, almost 90. The best, we, we asked we tried to negotiate under that RFP, \$100,000.00 and we've received argument from the proposer that that was.., that the best and final offer would remain at \$240,000.00. That would be all, double, more than double of what we were paying under contract at the time.

COMM. ARCAUTE What you're actually paying right now for that service?

MARTHA SALAZAR Right now we're still paying under the old terms and conditions of \$7,000.00 plus a month. At least we were because it terminated March 15<sup>th</sup>. You had, we had

gone out on the 90 day emergency contract with a vendor...

COMM. ARCAUTE Huh-hum.

MARTHA SALAZAR while the RFP was ongoing and that was at the same rate, terms and conditions as the prior vendors terminated contract, which was \$7,000.00 plus a month.

COMM. ARCAUTE Why would that vendor not submit a.., I noticed it says quote "request for quotes"...

MARTHA SALAZAR Okay, that's, that's on the, the, the other, the ah, the other items as we go on. He, he submitted, the only proposer submitted his proposal at \$240,000.00.

COMM. ARCAUTE Huh-hum.

MARTHA SALAZAR We counter-offered in our negotiations \$100,000.00 and he refused, stating that, that ah, \$240,000.00 would be the, the, the offer. Now, we did have ongoing negotiations after that trying to extend the present contract with him, and there were issues that we couldn't resolve; and that would be addressed on my later items, that I have for you, Commissioner.

COMM. ARCAUTE And that was the same proposal...

MARTHA SALAZAR That was...

COMM. ARCAUTE ...we were working under...

MARTHA SALAZAR Correct.

COMM. ARCAUTE (INAUDIBLE)

MARTHA SALAZAR ..under terms and conditions. Under the terms and conditions, not at the same amount. We did try to negotiate the present contract that this vendor was under, to extend it and those fell through, we could not come to an, to an agreement. At the same time, because those negotiations were not being very productive on extending the present contract which

terminated Sunday the 15<sup>th</sup>, we solicited, because we knew we were going to be faced with an emergency situation, three quotes, from three different vendors, on supplying emergency medical services. We had two no bids and one quote at \$120,000.00, from a vendor other than the one that just, the vendor that we had under contract as of this last Sunday. As of last Friday, the present vendor that terminated on March the 15<sup>th</sup>, submitted an additional quote that I have for you of \$118,500.00. So we now have two quotes received, however, the vendor who is requesting \$118,500.00 does request housing in the Precinct and, ah, the housing in the Precinct approximately costs the City about \$10,000.00 a year to house them. The quote received from the vendor offering \$120,000.00, they will house themselves. They will, they have their own housing, that is there is a \$1,500.00 difference, however we are having, we have received word from the, the City that would be housing them that it does cost them about \$10,000.00 a year to house. That expense is, is additional. Before Friday's late submission of the quote and I will pass it out to you (pause) before that submission we were prepared to come to Court and request the Precinct Three has opted to go out and have an election for, for, for the, for a fire district. Atlas & Hall is the facilitating them with the procedures to get that election affected. Because we at that point, up until Friday only had one quote on that emergency service, had made, had solicited quotes to effect the contract that would run through the final implementation of the election and the actual ability of the district to start collecting and having funds, appropriate funds to be able to pay for their own, them to have their own emergency medical services available. Speaking to Mr. Crain this morning, because we do have the late submission of the quote, he's suggesting that we do another emergency 90 days, short term contract because we now have two obvious vendors that are willing to compete and that suggestion has been made this morning. However, I will tell you that I believe the quotes solicited were for a term contract that would last for the duration until the election was implemented and the actual taxes were being collected.

COMM. ROSEL                    That was my understanding also.

MARTHA SALAZAR                Yes sir, I mean I just wanted to give the Court as much information. This has been all late breaking information that we received as of last Friday and we were working feverishly to get this in place, because as I said, we, you know, the terminated contract on that short term did terminate on Sunday.

COMM. ROSEL                    Commissioner, ahm...

COMM. GARCES                    If we would have taken care of this two years ago, we wouldn't be here today.

JUDGE CUELLAR                 We can make it retroactive, Commissioner.

COMM. ROSEL                    Well...

COMM. GARCES                    It's so easy, ain't it.

COMM. ROSEL                    Go ahead, Commissioner, go ahead. I know Commissioner Arcaute wants to say something.

COMM. ARCAUTE                 Yea, so right, so right now you're recommending that we reject the only proposal that we got?

MARTHA SALAZAR                Yes, that was the, because Precinct Three had, had advised us that \$240,000.00 was totally unacceptable as far as price was concerned.

COMM. ROSEL                    Compared to what quotes we received, it just that it was half of that.

COMM. ARCAUTE                 Well, yea that's easy..

MARTHA SALAZAR                Well, no, but we did make, we did make an attempt to negotiate at a lower amount and we could not come to that, Commissioner. That was, that was an attempt, we did make that

COMM. GARCES                    (INAUDIBLE)

COMM. ARCAUTE            You know, I've always questioned this, you know, and, and it seems like...

MARTHA SALAZAR        At the time though...

COMM. ARCAUTE        ...the same mistake over and over again.

MARTHA SALAZAR        At the time that we did receive, until we met with Commissioner and the Cities affected, the negotiations were with the vendor at the \$240,000.00, no attempt had been made to make, to get other quotes. We were trying to negotiate it downward, because we.., the Commissioner and the Cities affected felt it was too high. The quote situation did not come through until the vendor had told us that, that \$240,000.00 was the best and final offer and as I said, at the same time, we tried to negotiate something extending the present contract that terminated on the 15<sup>th</sup> with that vendor and those negotiations also fell through.

COMM. ROSEL            So the first action you're requesting is that we reject the, the what did you call it.

MARTHA SALAZAR        The, the proposal, the sole proposal we received.

COMM. ROSEL            Okay. I'd like to make a motion, at this time, that we reject the sole proposal received for emergency medical services in Precinct Three, from Med Care.

JUDGE CUELLAR        Is there a second?

COMM. ROSEL            That's the rejection.

COMM. GARCES          I second the motion, Judge.

JUDGE CUELLAR        Motion made and second to reject, is there a question on the motion, is there a question on the motion, there being none all those in favor signify by saying aye.

COMMISSIONERS        Aye.

JUDGE CUELLAR        Opposed. Ayes have it. So ordered.

**9/D/3**

- MARTHA SALAZAR      Okay. The second part is the exemption from competitive requirements, requesting the exemption for emergency medical services as per the Texas Local Government Code Section 262.024 (a)(2) “ to preserve or protect the public health or safety of the residents” .
- COMM. ROSEL            I'd like to make a motion at this time that we exempt
- COMM. HANDY            Second.
- JUDGE CUELLAR        Motion made and second to exempt, is there a question on the motion.
- COMM. ARCAUTE        Yea, I just have some questions just for -----, no longer call it a clarification cause this has been my stance since, at least for twelve, the last twelve years. What, what is the emergency?
- COMM. ROSEL            Legal Counsel can answer that not me.
- STEVE CRAIN            That's what you have to find.
- MARTHA SALAZAR        Oh, after the exemption you have make a finding that there is, that an emergency exists. If you'll notice Item 3, there would be a finding that an emergency would exist once the exemption is...
- COMM. ARCAUTE        Would that be first? This should be three and three should be two. You have to declare the emergency first before you have the authority to be able to...
- MARTHA SALAZAR        I apologize, I did put them in reverse. We can take Item 3 first.
- COMM. ARCAUTE        Regardless, I..., the point I'm trying to make is, is and I've been saying this all along; and this relates also to the, I think it's Item 5, no, you said something about creating a, a dis..., I'm sorry I didn't, I didn't go through this full agenda last night, I just started looking at it about 11:30 last night, but...

MARTHA SALAZAR It's, it's in your background, Commissioner, what you're looking for.

COMM. ARCAUTE Right, we, we've always talked about, you know the, the other areas of this County, you know have fire districts that were dealing with this kind of a, of a, or this issue and well we always criticize Precinct Three for not wanting to do that, but I think that the last time we, we discussed it we were talking about and now why don't we do a Countywide deal, since now we do have from the Legislature that authority to do so.

MARTHA SALAZAR All right.

COMM. ARCAUTE And maybe this will be the time, Commissioners, instead of just doing the Precinct Three now...

MARTHA SALAZAR County.

COMM. ROSEL We, we discussed that among the Mayors and we'd like it, I mean, but obviously Precinct Three can not do it on its own, it has to be a Countywide because there's some parameters that have to be met within that, within declaring that an emergency service district, or whatever you call it. We liked it and we wanted to pursue it but we felt that we needed to come to discuss that with the Commissioners and ask for the Commissioners approval to go ahead on a Countywide basis, that way you would take care of two animals. One would be the ambulance and the other would be the fire calls and that way we can save this County, of our budget over a million dollars, wouldn't it Mrs. Etnire, about, over a million dollars in fire calls itself; and from the ambulance you, you, at least \$75,000.00 a year from Precinct Three.

MARTHA SALAZAR Eighty-four plus, Commissioner.

COMM. ARCAUTE That's, that's been my question all along, you know and I've always warned this County that we are not in the ambulance providing business...

JUDGE CUELLAR            Except in Precinct Three.

COMM. ROSEL                In Precinct Three, correct. I'll take some of the fault, but not all of it, you know.

COMM. ARCAUTE            Well the other ones are too, but of course they do it through fire districts.

COMM. ROSEL                Right.

COMM. GARCES              (INAUDIBLE)

COMM. ROSEL                So I, I, I would like to pursue that, Commissioner, I mean I'd like to see us take action here in this, in this Commissioners' Court to, to try to get an ESD set up and I think David and I met and I think that Steve's been in, in contact with us regarding that matter, so what I'd like to do now is just go ahead and get this approved and then have, ah, and I've asked Paul to, to help us out with this situation, Yvonne's helping us out also, so I'd like for, for them to address the Commissioners' Court as to how we can go Countywide in taking this issue on, but I think it's, it's a move that we need to make. So, ahm, I don't know if that answered your question about...

COMM. ARCAUTE            Yea, no, it was mostly on the...

MARTHA SALAZAR            You asked about the...

COMM. ROSEL                I hear you.

MARTHA SALAZAR            ...the statutory, statutorily I don't know that there is a statutory obligation to provide the, the ambulance service, Commissioner, if that was what you were asking.

COMM. ROSEL                To be honest with you, the County, from what discussions I have had with Legal Counsel, the, the statutory responsibility is that of the cities and not of the County.

MARTHA SALAZAR            Correct.

COMM. ROSEL But, of course, you know here we are, we can't leave the cities out there on their own, because most of the cities are set up all over this County are cities that are just getting by on their, on their, on just very minimal budgets.

COMM. ARCAUTE We're not doing so hot ourselves.

COMM. ROSEL No kidding. So, you know my, my motion was to go ahead and, and exempt from competitive bidding requirements for emergency medical services as, that was item number two.

COMM. GARCES You want to flip them. Ya que estamos aqui...

MARTHA SALAZAR Would you like to take three first.

COMM. ROSEL Okay, that'll be fine...

MARTHA SALAZAR Requesting...

COMM. ROSEL ----- my motion on item number two go to number three. Item number three is requesting approval of ruling for the finding of the emergency under the parameters that we just discussed. I'd like to make a motion that, that we do so.

COMM. GARCES We need to lay out specifics, ah, I'll second the motion, Juan, but let me, in discussion obviously there is a public health issue...

MARTHA SALAZAR Concern

COMM. GARCES ...out there, if we don't respond and we don't have a provider in place, obviously it's a, dwelling or life, so, that's, that's to be, I mean you don't have to discuss that in detail. When we have, when you put it in record, is that what you're saying.

COMM. ROSEL And it's true, very true.

COMM. GARCES My second, Judge.

JUDGE CUELLAR Motion made and seconded, is there a question on the motion, is there a question on the motion. There being none all those in favor signify by saying.

COMMISSIONERS Aye.

JUDGE CUELLAR Opposed. Ayes have it, so ordered.

**9/D/2**

MARTHA SALAZAR Okay going on to D/2, this would be requesting the exemption from competitive bidding requirements for emergency medical services, as per Section of the Texas Local Government Code 262.024 (a)(2) "to preserve or protect the public health or safety of the residents".

COMM. ROSEL So move.

COMM. GARCES Second.

JUDGE CUELLAR Motion made and second to approve, is there a question on the motion. Is there a question on the motion, there being none all those in favor signify by saying aye.

COMMISSIONERS Aye.

JUDGE CUELLAR Opposed. Ayes have it, so ordered.

**9/D/4**

MARTHA SALAZAR Okay, going on to D/4, as I have stated in my narrative to you earlier, the situation was that, a, as of March the 9<sup>th</sup>, we had received one quote for these services at \$120,000.00. As of Friday we received a late submission quote, late Friday we received a quote for \$118,500.00 from a, from another company. That company at \$118,500.00, Med Care, is requesting housing and the housing has been reported to me by the City, would approximately cost \$10,000.00 to house them. The quote by Valley EMS (whispering) Pardon

me, I'm being corrected, it is approximately \$5,000.00 the cost for housing as opposed to ten. Now, the quote from Valley EMS is for \$120,000.00 but they provide their own housing and those are the two, at the time that I submitted my, my agenda request to you, we had only that one quote as of March the 9<sup>th</sup>, that \$120,000.00, that's what I was bringing to, to you as recommending. We do now have two quotes. If you, ah, if you wish to consider them both, which I have given you a copy; as I said Legal Counsel has suggested, since we now have two potential quotes, perhaps limiting the, the contract to a short term, short term again, but I do know that the quote was sent out based on the term of the contract would be through the implementation of the fire district, not only election but also the actual recovery of taxes. Collecting of taxes.

COMM. ARCAUTE This, this term is for...

MARTHA SALAZAR We anticipate about...

COMM. ARCAUTE Is this going to be taken out of the General Fund?

MARTHA SALAZAR As you can tell there are not funds available, it would require General Fund. Yes sir.

COMM. ARCAUTE You see this, we're going to go back to the same thing, Commissioner. This will be, what, the sixth year?

COMM. ROSEL Yea, it'll be the sixth year, Commissioner.

COMM. ARCAUTE They did all right the first three years.

COMM. ROSEL Yea, Commissioner, what we have talked to, to various people about is the fact that, that the Precinct will put up at least half the money and, and then we will come to the General Fund to find the, the rest of it, but the Precinct will, will fund at least half of it, but there's, there are, there is a process that we need to, to meet in order to do that and then we need to sit down with the Auditor to, to ah, to figure that out. Which he's helped us in the past.

COMM. ARCAUTE            So it's all gonna come from the County anyway.

COMM. ROSEL             True. That's very true.

COMM. GARCES            How many, ah, how many ----- did you have out there that can share in the, ah, in the process.

COMM. ROSEL             Well, the cost is always paid through...

COMM. GARCES            Provide a share.

COMM. ROSEL             ...through giving them back to the monies through Urban County and not actual liquid money. It's always been set up that way. I think that the, you know, one is obviously we're gonna have to decide as to whether this Commissioners' Court wants to, you know, wants to go with the \$118,500.00 or \$120,000.00. Obviously it's going to cost a public entity out there a little bit more money, if we go with \$118,500.00, simply because of the fact that, they're requesting for housing; and I think that the City of Palmview has, is saying that, it costs approximately \$5,000.00...

MARTHA SALAZAR         \$5,000.00.

COMM. ROSEL             ...per year.

MARTHA SALAZAR         Correct, it was knocked down.

COMM. ROSEL             That in it itself would put them over the bid, but, you know still they're under because of the City willing to, to help them out and house them. I understand that they've had some problems in Alton and the question is who hasn't, but in Alton, as to far, as far as ah, being able to settle down out there in that area. So, I don't know if the company itself Valley, ah, what's the name of the company, Med Care?

MARTHA SALAZAR         Med Care.

COMM. ROSEL             Would be, would consider the same type of offer at \$120,000.00 and they find their own housing or \$118,500.00 and find their own housing...

- COMM. GARCES           And now we're negotiating...
- COMM. ROSEL           ...and then, yea we're negotiating, so we don't want to do that.
- COMM. ARCAUTE        Why don't we cancel all of this, since now we got more players and I'm sure that by the time this is all over, at least by the time this meeting is over, there are going to be four vendors that are going to find out that hey maybe there's something out there.
- MARTHA SALAZAR      Yes sir.
- COMM. ARCAUTE        And then, you know, then you give everybody a fair, fair shot at this.
- COMM. ROSEL           Well, I'll be, well go ahead, I'm sorry...
- COMM. ARCAUTE        That, and I tend to agree with you, Commissioner, the only thing is that we would have the situation that in the interim we do not have a contract now. We do have emergency med., Valley EMS on Sunday, well let's say Monday morning 12:01, has been taking the calls since we had a terminated contract. I don't anticipate we're going to be spending \$15,000.00, but that's the only issue that would still be left unaddressed. If we, if we...
- CANDE ONTIVEROS     Judge, Commissioners, if I may address. I'm Cande Ontiveros, this is my partner George Flores, we own Med Care Ambulance. Probably just two points that I want to make to you. I, I think...
- JUDGE CUELLAR        Can you get close, would you get close, sir, and identify yourself, please.
- CANDE ONTIVEROS     I'm Cande Ontiveros, Judge, good morning, Commissioners, this is my partner George Flores and we own Med Care Ambulance. I think you do have a, an emergency situation, in Precinct Three. I do the numbers, the administration, you have on the average 410 calls a month, being ah, being responded to out there. The problem that we had and, and so that we

don't look like a bunch of bullies that wanted \$240,000.00 is that it is very expensive to run these \$70,000.00 units and stay out there with at least sixteen personnel on a, on a twenty-four hour basis. The reason that we took a look at it again and submitted a, a lower bid, is that we began to speak with the police departments and the cities and with the Commissioner, hoping that we'd get some more response, ah, more help from them. What happens is this, they will place us into Precinct Three, we're expected to cover the, the calls for ambulances and we did and I believe we've done a good job, we've got a very good report card back from the cities; but what also happens is that other ambulance services get into the jurisdiction and take calls that are good paying calls. Not all ambulance calls will pay, that's the premise, you have to answer all ambulance calls, but not all will pay. If we get called to an assault at a bar, for an example, for, and the people are there, two people who beat up John, John Doe, chances are they are not going to have any insurance, but we must perform according to the oath that we take as an ambulance company and we will expend upwards of \$2,000.00, \$3,000.00. What the other ambulance services have been doing while we're covering Precinct Three, in that capacity, is they will go into the jurisdictions and pick up the calls that do have insurance. So, in a sense it's like a, a football game where we'll drive the ball down all the way to the ten yard line and then they'll put somebody else in to score the touchdown and that's the reason that, that bid had come in as high as it did, it's 'cause that's what actually gets to, to take, to run a place like that, otherwise you're running in the red. What I was hoping to do this time, at the \$118,500.00 bid was get some more cooperation from the cities, so that we could see about limiting the extent that those ambulance companies can come in to our jurisdiction and pick up the calls that do pay, that helps up offset our costs and then we can live with \$118,000.00 figure. That is basically the, in a nutshell what we're, what we're saying, but I think you do have an emergency situation in Precinct Three. You definitely need some ambulance coverage and you need it on a permanent basis, because it's a very fast growing area,

it's not a great collector, a lot of the people that are out there are uninsured or uninsurable, but you, but you do have on the average, like I said of at least 400 calls a month and we also cover rural district four, which is rural San Juan and Donna and they don't have near those volumes, so, and we all will, at one time or another be traveling in that jurisdiction and, and as an ambulance provider there, there should be, I would request some permanency to see, so that we will make our plans to, to stay in there or stay out.

COMM. GARCES

I think that there's no question that we have an emergency out there, we're not questioning that; and now that you kind of touched on it a little bit, Mr. Ontiveros, who's got discretion of sending XYZ ambulance to that location. I think the dispatch and then XYZ ambulance provider is not available then they send somebody else and now you're dealing with city ordinances in areas that the County doesn't have any type of enforcement, as to, only, you know, that's what I'm, the overall picture ----- it's in those numbers.

CANDE ONTIVEROS

Commissioner, the, the ones that, since we're the, since we were for an emergency basis for 90 days, the emergency provider, as it would come through to the 911 then we will dispatch them, we will get out there. What happens is you'll have the non-emergency calls which are generally the good paying calls and these people were the, were, would invade the territory and they would pick up those calls, so basically we were left, ah, kind of cleaning up the building the whole time and not getting paid.

COMM. GARCES

Again, dispatch had the discretion of who, how do they, how do they...

VONA WALKER

They call direct.

CANDE ONTIVEROS

They'll call direct to the....

COMM. GARCES

You see, that's something that we're not going to be able to, ah, to handle.

- MARTHA SALAZAR            That's their option.
- COMM. GARCES            I mean if I want my neighborhood ambulance person, that's who I'm going to get. We're dealing in areas that we really can't tighten up.
- GEORGE FLORES            Commissioner, I have a question.
- COMM. GARCES            Sure.
- GEORGE FLORES            We get paid to, ah, do, to take care of the Precinct during those ninety days, but then again as you know, Palmview has a lot of RV parks, where then again you have another service putting red phones at those places and they're the ones responding to those emergencies. There was a lot of confusion, I was at operations, sometimes they would call us, when are you gonna get here, ah, what is your estimated time of arrival, ah, we didn't know what the call was. That's basically where we're heading also; the majority of the people which can afford an ambulance, ----- insured, well, those are the calls that another provider would put red phones in so it just dialed direct. Another issue that I wanted to state is, ah, we're requesting housing and I believe in letter H from your contract, it states, ah, you want training, well I think it would be much easier if we station our ambulances at, at Alton fire department, Palmview Fire department, so we can take advantage of that place and do our, our training there. I would hate for all the people from Alton, Palmview, Penitas everywhere, go all the way to Pharr where our main headquarters is at just to go do some training. I think you can take advantage if we would be stationed in Palmview and in Alton, one week, it'll be Alton, the following week it'll be Palmview. That's one of the reasons that we can benefit from that...
- COMM. GARCES            Looking at the, yea, looking at the area of Precinct Three, I think Palmview would be almost the center point of that Precinct so I don't have problems with that, I'm just saying that there's some, there's some wording here in this agreement that, that we don't have any, any jurisdiction over. See, that's what I want to lay out and,

and if that's, if the providers are you all, and if Precinct Three agrees, then I have no problem, but let's get that cleared first and then we can take the next step.

CANDE ONTIVEROS I think that'll be a legal hurdle that you should probably look at later, I don't want to and I had talked to Commissioner Rosel and I believe Yvonne at one time, that's something that we'll look to in the future to see about, adopting an ordinance, I don't expect you all to do it now, what I expect for us to do now is to work a little better with the cities to tell, so that they will come with us to those RV parks and say "this is your 911 provider, should you have an emergency or perhaps a non-emergency, you should call this provider"; that type of cooperation would help us offset our loses. We didn't have that in the past, but we were only there ninety days. I would, at this time around, implement that kind of program.

COMM. ARCAUTE Commissioner? Well, I mean...

COMM. ROSEL What do we, what do we do, do we go the 120 or the 118, I mean, Commissioner, I mean, you guys better, gonna have to look at it with me here and decide as to which way we should go. Obviously the need's there.

COMM. ARCAUTE And I apologize, a while a go, ----- stating -----, Commissioner, you just made me aware of it, I was ----- you're out here, who's gonna award my Precinct 61 over there. So that \$118,500.00 would be, (LAUGHTER) just kidding, okay, (INAUDIBLE)....

JUDGE CUELLAR That goes into the record too, Commissioner.

COMM. ARCAUTE I know. Commissioner, if you, you know, feel comfortable with the \$118,500.00 and then the housing being provided...

COMM. ROSEL By the cities?

COMM. ARCAUTE Yea, vamonos.

COMM. ROSEL                    Okay, then I'll make a motion at this time that we go ahead and provide the service to who, to Med Care, provide a contract to Med Care....

COMM. GARCES                 118.

COMM. ROSEL                 ...for \$118,500.00 for the terms as stated...

MARTHA SALAZAR             All right...

COMM. ROSEL                 ...for as much as...

MARTHA SALAZAR             Could I just have one clarification. Are they gonna require the housing? Because they are, they, they were requiring housing which was gonna cost \$5,000.00 to the city.

COMM. ROSEL                 If the cities are not willing to provide housing, can you find housing on you own?

GEORGE FLORES              The reason that we're requesting the, the housing is because, like I said, I want to take advantage of the training.

JUDGE CUELLAR              State your name for the record, please.

COMM. GARCES                We got, we have the entity that's gonna, that's looking at...

JESSE LERMA                 Good morning, my name is Jesse Lerma, with the City of Palmview, we have no problem with providing housing, in our city and it will be a benefit to our fire department, to our community, but it must be, and I think it needs to be clarified, that it must be under our provisions and we'd like to make sure that we're there when the contract is gonna be done with the provis..., the provisions that are set are ours, because we are gonna be housing them.

COMM. ROSEL                 You, you never had any problems with them?

JESSE LERMA                 Absolutely no problems with them; but the provisions need to be ours.

COMM. ROSEL We'll do it that way at \$118,500.00 then the cities will help in the -----.

COMM. GARCES ----- to Med Care.

COMM. ROSEL Med Care, terms as, for how long, one year?

MARTHA SALAZAR We....

COMM. ROSEL ----- says one year.

MARTHA SALAZAR Well, original, as you'll look at your backup the term is to be for the length of time it takes to implement your fire district. Now, I don't know if the County is gonna try to go on a County wide...

COMM. GARCES For County, yeah, whichever is the, whichever comes first.

MARTHA SALAZAR ...and that the, the election is effected...

COMM. ROSEL Legal Counsel what is your recommendation, on the term?

COMM. ARCAUTE The question to Legal is how long does the process take.

STEVE CRAIN Well, how long the process takes and the election. The other question is, on, when this was advertised what was the final date...

MARTHA SALAZAR It was not advertised, this was on quotes.

STEVE CRAIN On quotes...

COMM. GARCES It was almost an open type of situation.

MARTHA SALAZAR That's why I explained everything this morning on a ----- --.

COMM. ARCAUTE What does the contract call for?

STEVE CRAIN I just never seen something like this come up before, where there's not a deadline on when you submit.

COMM. GARCES The intent of, and I'm not going to try to put words into Precinct Three, but I think the intent was while we set up that, that district that we're talking about.

COMM. ROSEL That's what I said.

COMM. GARCES Whether it be County or Precinct level, okay, now if it runs past the year, then we know we have to come back and take care of the payment.

STEVE CRAIN I would still recommend what I told Marty this morning, that, because of the situation in which this was done and how our responses were done that we go for a short time period, such as she suggested ninety days and then go back out on a more formal because the election, you've got to look at a uniform election days and you're not gonna be able to get posted and get everything done by May 2<sup>nd</sup>, which is the next uniform election day. So your next one after that, I believe is August.

COMM. ROSEL August.

STEVEN CRAIN And so you're probably not gonna be into place there or September, whichever. So, you're probably not gonna be in place, at the earliest would be September when you will be able to have it.

COMM. ROSEL Well I would say...

COMM. ARCAUTE But that's for a November election.

COMM. ROSEL I would say that let's just leave in place for as much as one year, as if need be.

COMM. ARCAUTE Okay, that was gonna be question, how close or how close do you think you are as far as...

COMM. ROSEL Well, we got everyone.....

- COMM. ARCAUTE ...you know, you got to get some stuff ready before you put something up there to the voters, you know.
- COMM. ROSEL Legal Counsel is addressing that. Go ahead Marty.
- MARTHA SALAZAR The only concern I have is because, as I said, up until May the 9<sup>th</sup>, I mean March the 9<sup>th</sup>, pardon me, because we have a deadline to meet, not only termination of the contract, plus we have to get on the agenda, because of this issue, the last quote by the vendor at \$120,000.00 to their knowledge they were the, the only bidder and we have now one that was submitted on Friday. That's my only concern that I would like to voice to Commissioners' Court.
- COMM. ROSEL But this isn't, ah...
- MARTHA SALAZAR There was no, because they were telephonic quotes there were no deadlines.
- COMM. ROSEL Right.
- MARTHA SALAZAR That's the technical issue, here.
- COMM. ROSEL So, it's admissible is it not, Steve?
- STEVE CRAIN The concern I have is the challenges between bidders, as to who had the final quote in, what was, I don't know all the facts this time, other than what Marty and I discussed just a few minutes ago.
- COMM. GARCES The bottom line, who is the lowest?
- STEVE CRAIN That's, who is the lowest and who got the quotes in, were there, were some of these quotes final quotes, then they came back and changed them, I don't know; but you're saying because of the uncertainty, I'm a little concerned about awarding a lengthy contract to someone because that may establish a situation where you got the other bidder coming in saying that "I was the final quote".

- COMM. ROSEL Well this, obviously this contract is only for temporary, ah temporary period and that is until we set up, you know an RFP or ESD across this County.
- STEVE CRAIN And I think you asked for my recommendation, if you don't like the ninety days then I would say that, that you have some type of a "no fault out clause" of the County that we can terminate this on "x" day's notice, on whatever you decide. So, that we can make in effect a very short period quote if we need to.
- COMM. ROSEL That's, that's no problem, I don't see any problem with it.
- STEVE CRAIN And I think the other thing is you've got on your, on your bidding laws, so you make sure you don't violate the bidding laws, is the other issue and you can spend up to \$15,000.00 prior to going out for contract, if you do telephonic quotes, and that's why I'm just trying to keep that sum under \$15,000.00 so that we do have the opportunity to go out and bid for a longer period of time if we need to.
- COMM. ARCAUTE We're gonna have to.
- COMM. ROSEL Two months.
- COMM. ARCAUTE \$10,000.00 a month.
- STEVE CRAIN It probably work out at about a month and a half at best, before you end up with that problem and that might give Purchasing enough time to go out for...
- COMM. ROSEL When did you declared the situation an emergency, we did declare it...
- STEVE CRAIN You declared it as an emergency and then, and the question you still have, which I don't want to get into, all the legal aspects at this time, is an issue you brought up already with regards to declaring that an emergency. I don't want to go into that in this forum at this particular time. However, I think the only safe route is to table all fifteen and then go out for written quotes for this service

so you, and complies with the bid laws and there wouldn't be any question at that point.

COMM. ROSEL Then here we go again, we're gonna go out for proposals again.

MARTHA SALAZAR Well, Commissioner, also the alternative could also be the short term ninety day contract and, and do the RFP process; and the RFP would be contingent on the, the initiation and the implementation of your district, the Emergency, ah, District that you want to...

COMM. ARCAUTE We already waived the competitive bidding deal...

MARTHA SALAZAR Correct, well that is true.

COMM. ARCAUTE ...----- is out the window...

COMM. ROSEL Yea, let's...

COMM. GARCES (INAUDIBLE)

COMM. ROSEL You're asking me what I'd like to do? Mande...

COMM. ARCAUTE Go ninety days?

COMM. ROSEL You don't want to extend it and say until, until we either go on a ESD or an RFD or no, or not to exceed one year.

COMM. ARCAUTE That's why I was asking, you know, how long the process would take and if it would be November you're talking eight months, parece, if my mathematics...

MARTHA SALAZAR Correct, that's, the only thing is that Mr. Girault had, ah, had advised me that it's just not the having the election and let's say, the election, have the district in place, it's the actual collection of taxes, it takes one year before you're even able to collect.

COMM. GARCES After taking a vote on it.

MARTHA SALAZAR Correct...

COMM. GARCES After it goes...

MARTHA SALAZAR So that's where, after, assuming it passes, then you've got one year, because the collection is gonna be one year later.

COMM. GARCES Right Steve, every bit of two years?

MARTHA SALAZAR Then you're gonna have to have enough appropriated in collections to be able to start and that's the, that's why this could up, this could take up from two to three years to be solvent, to be able to implement.

COMM. GARCES I have no problem with Med Care, I they're a very reputable outfit, but mark my word we're gonna see that other bidder come in and do...

MARTHA SALAZAR That's was, that's why I wanted to voice the situation as it occurred. The circumstances.

COMM. GARCES Well, litigation.

COMM. ROSEL So you're recommendation to this Court is, would be to what?

MARTHA SALAZAR Would be, to do a short term, we've com..., we've exempt it for a short term, ninety days...

COMM. ROSEL Ninety days, is the vendor willing to...

MARTHA SALAZAR I just asked them that, they are.

COMM. GARCES Ninety days?

GEORGE FLORES Yes, that's fine Commissioner, we can do that....

COMM. ROSEL Okay.

GEORGE FLORES (INAUDIBLE)

COMM. ROSEL We'll do so.

COMM. GARCES                    Second. That was your motion, after a thirty minute discussion.

COMM. ROSEL                    Yeah.

JUDGE CUELLAR                And after these negotiations. Motion made and motion seconded, is there a question on the motion?

COMM. GARCES                    That's what it was.

JUDGE CUELLAR                And after negotiations, is there a question on the motion, there being none all those in favor signify by saying aye.

COMMISSIONERS                Aye.

JUDGE CUELLAR                Opposed. Ayes have it and so ordered.

**9/D/5**

MARTHA SALAZAR                And, ah, I'm now requesting on number 5 approval of a contract with Med Care on the ninety day contract.

COMM. ROSEL                    So move.

COMM. GARCES                    Second.

JUDGE CUELLAR                Motion made and seconded to approve, is there a question on the motion? Is there a question on the motion, there being none, all those in favor signify by saying aye.

COMMISSIONERS                Aye.

JUDGE CUELLAR                Opposed. Ayes have it, it's so ordered.  
(See Exhibit U)

**9/E/1**

Mrs. Salazar announced that the Sheriff's Department was requesting authority to declare surplus for auction numerous office equipment and three seized vehicles as stipulated on the exhibit. She was also requesting authority to declare surplus for destruction one bullet proof vest asset #19023 and finally requesting authority to declare surplus for inventory removal two stolen

items. A motion was made by Commissioner Garces and seconded by Commissioner Rosel to approve the requests as presented.

MOTION CARRIED.  
(See Exhibit U)

## **ADD. 2. HIDALGO COUNTY SUBDIVISION REGULATIONS**

Commissioner Garces explained that they had announced this item earlier in the agenda when they had the Valley Interfaith organization, during the adoption of the resolution. He did have a list of eight recommendations that were submitted by the Planning Department and he asked that Emilio Garcia come before the podium to discuss them. Mr. Garcia pointed out that there were nine recommendations, with the ninth being left out erroneously. He then proceeded to explain each of the nine recommendations, during which Commissioner Rosel advised that these recommendations be submitted to legal counsel for review. Commissioner Arcaute asked Mr. Garcia if there were not already requiring that a water meter or septic tank be in place before lots were sold and Commissioner Garces responded that when the plat is brought in for approval the meter and/or the septic tank should be in place and the County Judge stated that the developer should be responsible for that. A discussion followed along this issue with comments from Commissioner Garces, Emilio Garcia and Vona Walker. Steve Crain, the County Legal Counsel, indicated that all these suggestions were good, but they still had to wait for the report from the Attorney General's Office. Commissioner Rosel felt that not issuing a building permit until all the process was complete was a step in the right direction. He also indicated that they could not wait on the Attorney General's Office for ever and something had to be done soon, "because we got people out there that want to conduct business and we can't stop them forever, so if they're not going to come back within a week or two then" he was going to request to this Commissioners' Court that they put these plats back on the agenda. The County Judge stated that what they had to do was take that letter that he had sent to the TWDB and then they had to start complying and let the developers and the lot buyers know about the rules that the County thinks they need to comply with. Mr. Garcia made it known that these recommendations were for existing subdivision plats in order to ensure that people not move in without water or septic services. Commissioner Rosel asked if they were issuing an building permits at this time and Mr. Garcia responded that they were, but not on the present recommendations and Commissioner Garces pointed out that this may not be in their favor. After further discussion the County Judge directed that the Chief Planner look at the letter that was sent to the Texas Water Development Board and not to approve anything unless it meets those recommendations. Roy Tijerina, from the Health Department, came before the

Court and asked with regards to homes and mobile homes, being moved into lots without any kind of permit and he felt that they would continue to do this until they found a way to have them removed. The County Judge recommended that he also acquire a copy of the letter as well as the one from the TWDB, and inform the public of the violation. No action was taken on this matter.

NO ACTION.  
(See Exhibit V)

There being no further business to come before the Commissioners' Court, a motion was made by Commissioner Arcaute and seconded by Commissioner Garces that said meeting be hereby adjourned.

MOTION CARRIED.