

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:

Judge Cuellar indicated that all the Commissioners were present with the exception of Commissioner Rosel.

CONSENT AGENDA

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

ITEM 2. PERMIT

A. City of Pharr - Nolana Vista
(See Exhibit A)

The County Judge introduced the Consent Agenda and asked if there were any changes. There being none, a motion was made by Commissioner Arcaute and seconded by Commissioner Garces to approve.

MOTION CARRIED.

REGULAR AGENDA

ITEM 1. APPROVAL OF ACCEPTANCE FOR FLOOD CONTROL PROJECT (ON MILE 12 $\frac{3}{4}$ NORTH)

Godfrey Garza, Drainage District Manager, came before the Court requesting acceptance of the flood control project on Mile 12 $\frac{3}{4}$ North. A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.
(See Exhibit B)

ITEM 2. AUTHORIZATION OF FINAL PAYMENT - MILE 12 $\frac{3}{4}$ NORTH

Mr. Garza then requested authorization of the final payment in the amount of \$39,915.00 for the flood control project on Mile 12 $\frac{3}{4}$ North. A motion was made by

Commissioner Garces and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.
(See Exhibit B)

ITEM 3. PURCHASING DEPARTMENT

- A. Recommending award of bid for One Batwing Rotary Cutter to lowest bidder that meets all of the specifications
- B. Requesting authority to advertise and approval of specifications as attached hereto for Gasoline - On Highway Diesel & Off Highway Diesel Fuel Products

3/A

Martha Salazar, Purchasing Director, came before the Court requesting a bid award for one Batwing Rotary Cutter. She explained that she had received four bids: Seiver Implement Company with a bid of \$9,867.00; H & B Equipment Company who did not meet all of the specifications; Amigo Implement Company at \$10,688.00; Weaks-Martin Implement Company at \$9,939.00. She was recommending that the bid be awarded to the lowest bidder meeting all specifications which was Seiver Implement at \$9,867.00. A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.
(See Exhibit C)

3/B

A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to authorize the advertising for bids for "Gasoline - On Highway Diesel & Off Highway Diesel Fuel Products"

MOTION CARRIED.
(See Exhibit C)

There being no further business to come before the Drainage District No. 1 Board, a motion was made by Commissioner Garces and seconded by Commissioner Arcaute 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 D)

ITEM 2. LINE ITEM TRANSFERS

- A. Commissioner Pct. 2 - Paved/Unpaved - \$19,800.00
- B. Commissioner Pct. 2 - Road Administration - \$1,000.00
- C. Commissioner Pct. 3 - Administration - \$1,000.00
- D. Commissioner Pct. 3 - Parks - \$700.00
- E. Commissioner Pct. 3 - Landfill - \$1,500.00
- F. Commissioner Pct. 4 - Administration - \$3,500.00
- G. Commissioner Pct. 4 - Parks - \$30,320.07
- H. County Court at Law #4 - \$650.00
- I. Sheriff's Office - Jail - \$10,000.00
- J. Historical Commission - \$4,275.00
- K. Treasurer Department - \$1,973.00
- L. Purchasing Department - \$550.00

(See Exhibit E)

ITEM 3. DISTRICT ATTORNEY'S OFFICE

- A. Approval of Processing fees report for the month of June, 1998 - Total \$16,206.48

(See Exhibit F)

ITEM 4. RIGHT OF WAY DEPARTMENT

A. Permits

- 1. Pct. #1 - North Alamo Water Supply - South of Mile 14 ¼ & its intersection with FM 88
 - North Alamo Water Supply - North of Bus. 83 & its intersection with Mile 2 2/3
- 2. Pct. #3 - Southwestern Bell Telephone - Taylor Road North of 6 Mile Line west of Bentsen Along 6 Mile Line
 - Southwestern Bell Telephone - Doffing Road from its intersection with 7 Mile Line
 - Southwestern Bell Telephone - Sunrise Ave. from its intersection with Bryan Road
 - Southwestern Bell Telephone - Los Ebanos Rd. north of its intersection with 4 Mile Line
 - Southwestern Bell Telephone - South of Loop 374 and its intersection with Scott Lane
- 3. Pct. #4 - Texas Eastern

- Southwestern Bell Telephone - Mile 17 ½ east of its intersection with Alamo Rd. (Fm 907)
- Southwestern Bell Telephone - North of FM 1925 along Rio Grande Care Rd.

(See Exhibit G)

ITEM 5. PURCHASING DEPARTMENT

A. Hidalgo County Sheriff's Department

1. Approval of Dishwasher Lease with AmeriClean System, Inc.

(See Exhibit H)

The County Judge introduced the Consent Agenda and asked if there were any changes. There being none, a motion was made by Commissioner Handy and seconded by Commissioner Garces to approve.

MOTION CARRIED.

REGULAR AGENDA

ITEM 1. PUBLIC FORUM

Judge Cuellar indicated that one person had signed up for the Public Forum. He then asked that Roberto Flores, Jr. come to the podium and explained to him that he had five minutes to speak. Mr. Flores commenced with this comments regarding the possible consideration of this Commissioners' Court in naming a street in honor of his friend He indicated that a request had been presented to Commissioner Garces and this Court to name a street in honor of a fallen hero by the name of Florentino Martinez, Jr.. Mr. Flores continued by saying that he had understood that if the residents were not in favor of this name that a "neutral" name would be chosen. His request was that the name of Florentino Martinez, Jr. be considered when the issue of naming a street is brought before this Commissioners' Court.

NO ACTION.

(See Exhibit I)

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. Potential Litigation

1. Omar Rodriguez -vs- Hidalgo County - C-3559-98-C

2. Discussion and possible action on Alamo Head Start Center

The County Judge and Commissioners went into executive session accompanied by Valde Guerra, an Administrative Assistant to the County Judge, and Steve Crain, the County legal counsel, on the civil matter. With respect to the Head Start they were accompanied by Mr. Edmundo Garcia, as well as Mr. Crain.

NO ACTION.

ITEM 2. OPEN SESSION

A. Potential Litigation

1. Omar Rodriguez -vs- Hidalgo County - C-3559-98-C
2. Discussion and possible action on Alamo Head Start Center

2/A/1

The County Judge indicated that no action would be required on this item at this time.

NO ACTION.
(See Exhibit J)

2/A/2

Judge Cuellar stated that no action can be taken in closed session and all this was, was a discussion in closed session.

NO ACTION.
(See Exhibit J)

REGULAR AGENDA

ITEM 2. TAX OFFICE

A. Approval of tax refund for Abasto Corporation

A motion was made by Commissioner Garces and seconded by Commissioner Handy to approve a tax refund for Abasto Corporation in the amount of \$3,798.02.

MOTION CARRIED.
(See Exhibit K)

ITEM 3. WIC PROGRAM

- A. Approval of proclamation of World Breastfeeding Week August 1-7, 1998 and Designating August as Breastfeeding Awareness month

B. Approval of Budget Amendment

3/A

Norma Longoria, WIC Director, came before the Commissioners' Court requesting approval of a proclamation designating the week of August 1-7 as World Breastfeeding Week and the Month of August as Breastfeeding Awareness Month. A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the proclamation, as presented.

MOTION CARRIED.
(See Exhibit L)

3/B

Ms. Longoria was also requesting approval of a budget amendment in the amount of \$204,000.00. She mentioned that these are State funds and no County match is required. A motion was made by Commissioner Garces and seconded by Commissioner Handy to approve the request as presented.

MOTION CARRIED.
(See Exhibit L)

ITEM 4. CONSTABLE PCT. 5**A. Approval of budget amendment (LEOSE Funds)**

A motion was made by Commissioner Handy and seconded by Commissioner Garces to approve a budget amendment from the LEOSE fund into the travel line item in the amount of \$829.26.

MOTION CARRIED.
(See Exhibit M)

Commissioner Arcaute indicated that he had stated before that he would be voting against every budget amendment between now and October 31st.

ITEM 5. ADULT PROBATION**A. Authorization to modify the amount in the contract with Rio Grande Valley Council on Alcohol and Drug Abuse (TAIP Services)**

Joe Lopez, Adult Probation Director, came before the Court requesting authorization to modify the amount on the contract with the Rio Grande Valley Council on Alcohol and Drug Abuse (TAIP Services). He stated that he had received funding from CJAD for out-patient counseling services for probationers in the amount of \$116,000.00. Mr. Lopez continued by saying that he had divided these funds between

two vendors with each receiving about \$57,000.00 for drug abuse services. Treatment Associates had a slow start in the beginning of the contract and as a result they will have some funds left over. Mr. Lopez indicated that he was wanting to take some monies from Treatment Associates and allocate them into the contract with the Rio Grande Valley Council on Alcohol and Drug Abuse. A motion was made by Commissioner Arcaute and seconded by Commissioner Garces to approve the request as presented.

MOTION CARRIED.
(See Exhibit N)

ITEM 6. HIDTA Task Force

- A. Approval of the Hidalgo County HIDTA Task Force FY '98 Grant
- B. Authorization to appropriate the Hidalgo County HIDTA Force FY'98 Budget

6/A

Celia Haro came before the Court requesting approval of the Hidalgo County HIDTA Task Force FY '98 Grant in the amount of \$511,081.00. A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the request as presented.

MOTION CARRIED.
(See Exhibit O)

6/B

A motion was made by Commissioner Garces and seconded by Commissioner Handy to appropriate the Hidalgo County HIDTA Task Force FY '98 budget.

MOTION CARRIED.
(See Exhibit O)

ITEM 7. HEADSTART PROGRAM

- A. Authorization and approval of the Annual Lease Agreement between the Headstart Program and Edcouch-Elsa ISD
- B. Authorization of Collaborative Agreement between the Hidalgo County Head Start Program and the PSJA ISD to provide services to pre-school children with disabilities
- C. Authorization from competitive bidding for professional services to provide mental health services to Head Start Children & families from the following service providers
 - 1. Linda M. Ramirez, LPC, RPT-S
 - 2. Emily Oe, Ph.D. Counseling and Development
 - 3. The McAllen Psychological Center

4. Charter Palms Behavioral Health System

7/A

Rene Sandoval came before the Court requesting approval of the annual lease agreement between the Hidalgo County Headstart Program and the Edcouch-Elsa ISD. Steve Crain, the County legal counsel, recommended that they include in their agreement a description of what they are leasing. A motion was made by Commissioner Garces and seconded by Commissioner Handy to approve the request as presented.

MOTION CARRIED.
(See Exhibit P)

7/B

A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve the collaborative agreement between the Hidalgo County Headstart program and the PSJA ISD to provide services to preschool children with disabilities.

MOTION CARRIED.
(See Exhibit P)

7/C

Paul Vazaldua, Administrative Assistant to the County Judge, informed the Court that they were requesting that no action be taken on this item and it be brought back with the proper wording.

NO ACTION.
(See Exhibit P)

ITEM 8. SHERIFF'S OFFICE

A. Authorization to file a grant application with the Department of Justice "Combating Underage Drinking"

Richard McIntosh came before the Court requesting Commissioners' Court authorization to file a grant application with the Department of Justice. The title of the grant is "Combating Underage Drinking" and under this grant, the Sheriff's Office was proposing to flood the schools and the communities with posters and literature addressing this issue. They were also hoping to post deputies at the international bridges on weekends from eight in the evening until four in the morning to apprehend or detain anyone who is found to be drinking and returning from Mexico. Mr. McIntosh indicated that the only problem that they had was with regards to the eighty-six hour provision and they would be requesting that this rule be suspended for this grant if funded. This last comments resulted in a discussion with comments by Commissioner

Garces on the lawsuit that the County previously had regarding the wage and hour provisions and the Department of Labor. Steve Crain, the County legal counsel, pointed out that this last request was not on the agenda.. A motion was made by Commissioner Handy and seconded by Commissioners Arcaute and Garces to approve the grant application with the Department of Justice "Combating Underage Drinking". Roy Quintanilha came into the discussion and pointed out that under this grant it would require that off-duty deputies work and if no one signs up for it then they could lose it. After further discussion it was established that the issue of the officers working under this grant would be addressed later.

MOTION CARRIED.
(See Exhibit Q)

ITEM 9. COUNTY JUDGE'S OFFICE

- A. Approval on authorizing the County Judge to execute release of all claims regarding Monte Cristo Recreation Vehicle Community Property
- B. Approval of agreement between the City of McAllen and County of Hidalgo for COPC Clinic
- C. Approval of budget amendment - to match federal funds to provide fans to the needy
- D. Discussion and possible action on Interlocal Agreement to provide funding of Phase I and II of the Feasibility Study for the Regional Academic Health Care Center Project

9/A

Lucy Canales, the delinquent tax attorney, came before the Court requesting that this Commissioners' Court authorize the County Judge to execute release of all claims regarding Monte Cristo Recreation Vehicle Community Property. She stated that this was piece of property that was subject to an agreed judgment that took place back in 1996. The legal description of this property is all of Monte Cristo Recreational Vehicle Community an addition to the City of Edinburg, Hidalgo County, Texas as per map recorded in Volume 24, Page 21, Map Records, Hidalgo County, Texas to which reference is here made for all purposes save and except Lots 89, 90, 196 and Lot 8, thereof. She added that this agreed judgment was signed by the Edinburg CISD and the City of Edinburg and part of the agreed judgment was that all the taxes would be paid on what is the golf course now and the receiver held what is the R.V. Community, in exchange for the receiver deeding over their interest of the golf course the taxing entities were to get one-third of the net proceeds when the receiver sold the R.V. Community and the County would be getting 38% of one-third of the next proceeds which totals \$22,833.09. A motion was made by Commissioner Handy and seconded by Commissioner Arcaute to give the County Judge authorization to execute release of all claims regarding Monte Cristo Recreation Vehicle Community Property.

MOTION CARRIED.

(See Exhibit R)

9/B

Paul Vazaldua, Administrative Assistant to the County Judge, came before the Court requesting approval of an agreement between the City of McAllen and the County of Hidalgo for the COPC/El Milagros Clinic. He stated that the El Milagro Clinic agreement had been going back and forth between the legal counsels for both entities on some concerns with regards to the procurement for the architectural services and the assurance that the building would be allowed to have some County health care portions. Mr. Vazaldua reported that the agreement now addressed both of these issues and the County will procure for the architectural services. He added that they had received this draft of the agreement late yesterday and the County legal counsel has not had a chance to review it. A motion was made by Commissioner Arcaute and seconded by Commissioner Handy to *table* this item at this time.

MOTION CARRIED. (Commissioner Garces voted against the motion)
(See Exhibit R)

9/C

Mr. Vazaldua indicated that he was recommending no action on this item at this time.

NO ACTION.
(See Exhibit R)

Commissioner Rosel came in during the following item.

9/D

Mr. Vazaldua stated that the last item was for approval of an interlocal agreement to provide funding of Phase I and Phase II of the feasibility study for the Regional Academic Health Care Center Project. As per this agreement, the County was to provide a contribution in the amount of \$20,000.00 for the feasibility study. He then gave a recap of how much the participating entities would be contributing, as well as a brief overview of why this approval was not done previously. Manuel Cavazos, the County Auditor, indicated that he would recommend that this item be set aside until he has an opinion on the legality of the County's participation in this endeavor. A discussion then ensued with regards to whether the County could participate in this agreement being that, as per Steve Crain, the County legal counsel, the laws that governed cities were not the same as those that governed the County. A motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve the interlocal agreement to provide funding of phase one and two of the feasibility study for the Regional Academic Health Care Center Project of \$20,000.00. Mr. Cavazos indicated that he would not make payment until he acquired a legal opinion on this issue.

MOTION CARRIED.

(See Exhibit R)

ITEM 10. COMMISSIONER PCT. #4

- A. Authorization to name an un-named County Road in Evangeline Gardens Subdivision (Adams Lane)

The County Judge announced that no action would be required on this item at this time.

NO ACTION.
(See Exhibit S)

ITEM 11. O.E.T.

- A. Authorization to approve the CHOET Safety Policy Manual

Dick Dickinson, OET Executive Director, came before the Court requesting approval of the Hidalgo County OET Safety Policy Manual. He explained that this was mandated under their requirements. A motion was made by Commissioner Handy and seconded by Commissioner Garces to approve the safety policy manual, as presented.

MOTION CARRIED.
(See Exhibit T)

ITEM 12. URBAN COUNTY PROGRAM

- A. Approval of a Public Hearing considering the passage of an Order designating as a reinvestment zone property within the unincorporated areas of the Hidalgo County in particular: lots # 18, 20, 22, 24, 26 28 & 30 of Block 63 Santa Cruz Gardens Unit #2 Subdivision as recorded in Volume 8, Pages 28 & 29, Map and Plat Records of Hidalgo County, Texas
- B. Approval of an Order designating certain real property within the unincorporated areas of Hidalgo County as Reinvestment Zone, more particularly: Being Lots #18, 20, 22, 24, 26 28 & 30 of Block 63 Santa Cruz Gardens Unit #2 Subdivision as recorded in Volume 8, Pages 28 & 29, Map and Plat Records of Hidalgo County, Texas
- C. Approval of an agreement between County of Hidalgo and Edinburg Energy Limited Partnership granting tax abatement in accordance with the Guidelines and Criteria's adopted March 31, 1998

12/A

Anthony Covacevich, Urban County Director, came before the Court requesting a public hearing to hear comments about the consideration of the passage of an Order designating as a reinvestment zone property within the unincorporated areas

of the Hidalgo County in particular: lots # 18, 20, 22, 24, 26 28 & 30 of Block 63 Santa Cruz Gardens Unit #2 Subdivision as recorded in Volume 8, Pages 28 & 29, Map and Plat Records of Hidalgo County, Texas. He continued by saying that this was to possibly grant a tax abatement for this area to a company by the name of American National Power, who is interested in building an electrical generating plant, north of Edinburg. The County Judge opened the public hearing. No one had any comments and therefore the public hearing was closed.

NO ACTION.
(See Exhibit U)

12/B

A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to approve an Order designating certain real property within the unincorporated areas of Hidalgo County as Reinvestment Zone, more particularly: Being Lots #18, 20, 22, 24, 26 28 & 30 of Block 63 Santa Cruz Gardens Unit #2 Subdivision as recorded in Volume 8, Pages 28 & 29, Map and Plat Records of Hidalgo County, Texas.

MOTION CARRIED.
(See Exhibit U)

12/C

A motion was made by Commissioner Garces and seconded by Commissioner Rosel to approve an agreement between the County of Hidalgo and Edinburg Energy Limited Partnership granting tax abatement in accordance with the Guidelines and Criteria adopted March 31, 1998.

MOTION CARRIED.
(See Exhibit U)

ITEM 13. PURCHASING DEPARTMENT

A. HIDALGO COUNTY

1. Requesting authority to advertise & approval of specifications as attached hereto for "Farm Land Lease"
2. Requesting authority to advertise and approval of specifications as attached hereto for "Gasoline - On Highway Diesel & Off Highway Diesel Fuel Products"
3. Recommending award of bid for "Industrial Chemicals" to multiple bidders
4. Requesting approval of contract for "Industrial Chemicals" to multiple bidders
5. Recommending award of bid for "Janitorial Supplies" to multiple bidders

6. Requesting approval of contracts for "Janitorial Supplies" to multiple bidders
- B. HIDALGO COUNTY PRECINCT NO. 3
1. Requesting one (1) 1994 Crown Victoria (Asset #27486) and one (1) Ice Maker, Ice-O-Matic (Asset #21505) be declared surplus
 2. Recommending Bid Award for "Crushed Caliche-East of Abram" to Valley Caliche Products, Mission, Texas
 3. Approval of contract for "Crushed Caliche-East of Abram to Valley Caliche Products, Mission, Texas
- C. HIDALGO COUNTY J.P. PCT. 1 PL. 2
1. Requesting office and computer equipment be declared surplus
- D. HIDALGO COUNTY ADULT PROBATION
1. Requesting exemption from competitive bidding requirements Professional Services/Audit Services Adult Probation Department
 2. Approve engagement of audit firm for Independent Audit for 1998 - Adult Probation Dept.
 3. Approval of contract with Rhonda Gillum, C.P.A. for Audit Services for Independent Audit for fiscal year 1998 - Adult Probation Department
- E. HIDALGO COUNTY AUXILIARY COURT
1. Requesting to declare surplus one (1) Computer (Asset #19482) and one (1) monitor (Asset #19483)
- F. HIDALGO COUNTY CONSTABLE PCT. NO. 5
1. Requesting one (1) 1993 Ford Crown Victoria be declared surplus
- G. HIDALGO COUNTY H.I.D.T.A. TASK FORCE
1. Requesting various vehicles be declared surplus
- H. HIDALGO COUNTY SHERIFF'S DEPARTMENT
1. Requesting six (6) vehicles and numerous items as listed on Exhibit "A" pages 1 thru 3 be declared surplus
 2. Requesting one (1) 1989 Ford F-150 Pickup (VIN# 1FTDF15N2KKA09249) be declared surplus
 3. Requesting authority to purchase "One (1) New Ford 15-Passenger Transport Van" through the Interlocal Agreement with the Houston-Galveston Area Council (H-GAC)
 4. Requesting exemption from competitive bidding requirements under TX. Local Gov't Code, Section 262.-24(a),(9)(C)
 5. Requesting authority to the purchase of Seven (7) Passenger Vehicles from the Texas Department of Public Safety of Austin, Texas
- I. HIDALGO COUNTY WIC DEPARTMENT
1. Recommending to reject bid for "Rental of Office Space - City of Mercedes"
 2. Requesting authority to re-advertise "Rental of Office Space - City of Mercedes)
 3. Requesting approval of a 90 day extension to present lease under the same terms & conditions due to necessity to re-advertise & allow bid

process to be completed. This will assure department of housing for clinic until award of new bid

J. JAIL PROJECT

K. Discussion and Action on approval of an architectural contract for the Hidalgo County Adult Detention Facility with Di Stefano/Santopetro Architects, Inc.

L. Discussion and action on approval of Specimen Insurance Policy proposed for project by Di Stefano/Santopetro Architects, Inc.

M. Discussion and action to authorize the approval to share 50% of the total cost of said policy for the Adult Detention Facility with Di Stefano/Santopetro Architects, inc.

13/A/1

A motion was made by Commissioner Garces and seconded by Commissioner Arcaute to authorize the advertising for bids for the leasing of farm land.

MOTION CARRIED.

(See Exhibit V)

13/A/2

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to authorize the advertising for bids for "Gasoline - On Highway Diesel & Off Highway Diesel Fuel Products".

MOTION CARRIED.

(See Exhibit V)

13/A/3

Martha Salazar, County Purchasing Director, came before the Court and reported that she had received bids for the purchase of twenty-two products under industrial chemicals. She was requesting that the bid be awarded to the low bidder in every product category with the companies involved being Blue Star Company, Gulf Coast Paper Company, National Sanitary Supplies and Diversitech Systems. A motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve the request as presented.

MOTION CARRIED.

(See Exhibit V)

13/A/4

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve the contracts with Blue Star Company, Gulf Coast Paper Company, National Sanitary Supplies and Diversitech Systems for industrial chemicals.

MOTION CARRIED.
(See Exhibit V)

13/A/5

Mrs. Salazar indicated that she was requesting the awarding of bids for janitorial supplies to multiple bidders. She had advertised for sixty-three different items and she was recommending the low bidder for each item as indicated on the exhibit. The six awarded vendors are AOC, Blue Star Chemicals Company, Gulf Coast Paper Company, Joiner Food Service Inc., National Sanitary Supplies, Diversitech Systems and Sales. A motion was made by Commissioner Garces and seconded by Commissioner Rosel to approve the request as presented.

MOTION CARRIED.
(See Exhibit V)

13/A/6

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve contracts for industrial chemicals with AOC, Blue Star Chemicals Company, Gulf Coast Paper Company, Joiner Food Service Inc., National Sanitary Supplies, Diversitech Systems and Sales.

MOTION CARRIED.
(See Exhibit V)

13/B/1

A motion was made by Commissioner Rosel and seconded by Commissioner Handy to authorize the declaration of one 1994 Crown Victoria (Asset #27486) and one Ice-O-Matic ice maker as surplus.

MOTION CARRIED.
(See Exhibit V)

13/B/2

Mrs. Salazar reported that she was recommending the awarding of bid for "crushed caliche - east of Abram" to Valley Caliche Products who is the low bidder.. This award is for Precinct Three and three bids were received: Valley Caliche Products at \$2.30 per ton; Redland Stone Products at \$2.35 per ton and Frontera Materials at \$2.40. A motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve the request as presented.

MOTION CARRIED.
(See Exhibit V)

13/B/3

A motion was made by Commissioner Rosel and seconded by Commissioners Garces and Arcaute to approve the contract with Valley Caliche Products for crushed caliche- east of Abram for Precinct Three.

MOTION CARRIED.
(See Exhibit V)

13/C

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to authorize the declaration of office and computer equipment as surplus from the office of the Justice of the Peace Pct. 1 Pl. 2.

MOTION CARRIED.
(See Exhibit V)

13/D/1

A motion was made by Commissioner Garces and seconded by Commissioners Rosel and Handy to authorize the exemption from the competitive bidding requirements under Professional Services/Audit Services with Rhonda Gillum for the Adult Probation Department.

MOTION CARRIED.
(See Exhibit V)

13/D/2&3

A motion was made by Commissioner Garces and seconded by Commissioner Rosel to authorizing the engaging of a firm for the independent audit for 1998 and the approval of a contract with Rhonda Gillum for the Adult Probation Department. Contract amount not to exceed \$13,700.00.

MOTION CARRIED.
(See Exhibit V)

13/E

A motion was made by Commissioner Garces and seconded by Commissioner Rosel to authorize the declaration of one computer (asset #19482) and one monitor (asset #19483) from the Auxiliary Court as surplus.

MOTION CARRIED.
(See Exhibit V)

13/F

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to authorize the declaration of one 1993 Ford Crown Victoria from the Constable Pct. No. 5 Office as surplus.

MOTION CARRIED.
(See Exhibit V)

13/G

A motion was made by Commissioner Rosel and seconded by Commissioner Arcaute to authorize the declaration of various vehicles from the HIDTA Task Force as surplus.

MOTION CARRIED.
(See Exhibit V)

13/H/1

A motion was made by Commissioner Rosel and seconded by Commissioner Arcaute to authorize the declaration of six vehicles and numerous items as surplus from the Sheriff's Department.

MOTION CARRIED.
(See Exhibit V)

13/H/2

A motion was made by Commissioner Rosel and seconded by Commissioner Arcaute to authorize the declaration of one Ford F-150 pick-up truck from the Sheriff's Department as surplus.

MOTION CARRIED.
(See Exhibit V)

13/H/3

A motion was made by Commissioner Rosel and seconded by Commissioner Arcaute to authorize the purchase of "One (1) New Ford 15-Passenger Transport Van" through the Interlocal Agreement with the Houston-Galveston Area Council (H-GAC); Philpott Motors Inc., out of Port Neches, Texas. The price of the vehicles including administration and delivery fee is \$24,161.80.

MOTION CARRIED.
(See Exhibit V)

13/H/4

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to authorize an exemption from the competitive bidding requirements under Texas Local Government Code, Section 262.024(a), (9)(C).

MOTION CARRIED.
(See Exhibit V)

13/H/5

A motion was made by Commissioner to authorize the purchase of seven used passenger vehicles from the Texas Department of Public Safety in Austin, Texas, for the Sheriff's Department. Total purchase price \$40,625.00.

MOTION CARRIED.

(See Exhibit V)

13/I/1

Mrs. Salazar reported that the WIC Department was requesting that all bids received for rental of office space in the City of Mercedes be rejected due to . A motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve the request as presented.

MOTION CARRIED.

(See Exhibit V)

13/I/2

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to authorize the re-advertising for bids for rental of office space in the City of Mercedes for the WIC Department.

MOTION CARRIED.

(See Exhibit V)

13/I/3

A motion was made by Commissioner Rosel and seconded by Commissioners Garces and Arcaute to approve a 90 day extension on the present lease under the same terms & conditions due to necessity to re-advertise & allow bid process to be completed. This will assure the WIC Department of housing for clinic until award of new bid.

MOTION CARRIED.

(See Exhibit V)

13/J/2

MARTHA SALAZAR

All right, under Item J, this is the jail project may I suggest that we address item L first since there is some, ah, some discussion that needs to take place on that item. If it be, it it's the pleasure of the Court before approval of the contract. This is the discussion and action on the approval of the specimen insurance policy proposed for the project by Di Stefano/Santopetro Architects, incorporated. This would be a component of the proposed approval of the contract for

architectural services, since it is a requirement. I have provided for you in your back-up the original after the negotiating committee had met and got, and has received direction from the Court as to suggested insurance requirements. We had forwarded a letter to the architectural firm as to the requirements, we were requesting. They have offered us an insurance policy that deviates from that original request and you have also in your back-up a, some correspondence from the, from legal counsel as to concerns with that accepting that type of policy; and its limits. I thought that that was something you might want to discuss first before going further.

COMM. ROSEL

Well, give us, ah, the concerns.

MARTHA SALAZAR

The concerns in the letter voiced by Mr. Crain, is, are, I believe seven points. One of which we originally requested from the firm a project policy which would mean it would be specific to the project of the Hidalgo County Jail. What this policy that's being proposed by the architects, it would be a project specific endorsement. There would be a, within his professional liability insurance, as opposed to taking out a policy specific for the Hidalgo County project, he would incorporate into his policy a four point five to four point seven five million dollar endorsement project specific within his professional liability insurance.

COMM. ROSEL

Within the work that he does?

MARTHA SALAZAR

Within the work that he does.

COMM. ROSEL

The design.

MARTHA SALAZAR

Yes sir, but what we're....

COMM. ROSEL

That's what he's saying.

MARTHA SALAZAR

In...

COMM. ROSEL

And, what, what...

MARTHA SALAZAR

As opposed to we were requiring that he obtain a project policy specific only to the jail. To Hidalgo County. Now, this will be designated to be fair, this will be designated according to his, to his carrier. This money is set aside for the Hidalgo

County Jail also. It is, it will be noted in your back-up you have a, I provided you a specific project excess limit of liability endorsement in which they have build in, the four point five to four point seven five also it would, I, I am making that assumption that at the part, at the, there was also a space where it gives you the specific named project in the Hidalgo County proj., ah, Jail. We haven't received a specimen that gives us that language but I have spoken to the carriers, ah, to the carrier and they name, they will name the project.

COMM. ROSEL

So, there's no problem there.

MARTHA SALAZAR

Correct, but Mr., ah, Mr. Crain also wants you to understand that we also had asked under the, that we have, we, the five year term, he's, he would go for the five year term and we also, we'd asked for an additional named insurer, well we can't ask for an additional named insurer, they're just setting aside the project under that endorsement so in essence that is equal to or they are telling us that that will be equal to the named insured. We also asked that it be done on a claims payable as an occurrence basis, while this policy that he's giving you gives you a claims made insurance policy, as opposed as Mr. Crain goes into some lengths as to giving you the concerns on having a policy to, that addresses that way instead of, I believe, the advantage on a claims payable on an occurrence basis would be every occurrence that may be addressed on a legal challenge would then be on a projects specific poli., I mean on a project policy as opposed to a claims made insurance as he put it, meaning that any claim must be made during the policy period and within sixty days after the end of the policy period, as opposed of anything coming out as resulting after, which a project policy would address.

COMM. ROSEL

Well,...

COMM. GARCES

And I'm sure that there's any area where it will differentiate from the design, Paul, versus general contractor.

STEVE CRAIN

This is strictly on the design.

MARTHA SALAZAR

This is strictly the design.

COMM. GARCES

Yeah, five million dollars? Let me tell you who I talked to, Ogden-Rike-Figueroa, a million dollars, ah, VA Architects, a million dollars, their question was why five, based on design,

that's, that's the scope of the, of the liability these -----
are worried about, I mean an architect is just the design, the
subs and the generals will come in and take care of the
bonding on, on their part...

MARTHA SALAZAR But originally our request to the, to the, to the architect was
five million because we were requesting a project policy, five
million which would encompass everything because of the, of
the amount that eventually the project would cost...

COMM. ROSEL And all those things that...

MARTHA SALAZAR That's where one of the...

COMM. ROSEL All those things are possible but it costs money, which is quite
obvious. It's only a difference of money, right and that's all.

MARTHA SALAZAR Yes, the premiums do get, do get higher.

COMM. ROSEL So, I mean if we want to add on to the cost, obviously then
what we've gotta do is just approve more money to be spent.

MARTHA SALAZAR Well, I believe that what also legal counsel and the committee
as, we were given direction, we were trying to, to also, as, as
you see on one of, one of the additional requests that I'm
making is that we had offered the architectural firm to
participate since we had asked for a project policy in which we
felt we were getting everything we were requesting.

COMM. ROSEL Well, define project policy, for my sake.

MARTHA SALAZAR It is a policy that is strictly to cover the Hidalgo County Jail and
is not part of any other existing policy that the...

COMM. GARCES That he might have...

MARTHA SALAZAR ...that he might have, yes. That would be, that would be
claims made against that liable.

COMM. ROSEL For example, for example what you're saying, correct me if I'm
wrong, that if, if in fact there is a washing machine or washing
machines that are, that are placed in the jail, in the
infrastructure, that we need to be able to maintain the, the
clothes for the, for the inmates.

MARTHA SALAZAR For your laundry, yes.

- COMM. ROSEL** You're saying that if the washing machine is not working then we should go back to the architect and say well this is part, part of the project...
- COMM. GARCES** No.
- MARTHA SALAZAR** No, no, this would be a design and, and contractors...
- COMM. ROSEL** Only design. Only the design...
- MARTHA SALAZAR** and, design and contractors...
- COMM. GARCES** Juan, that's why I asked...
- COMM. ROSEL** Well, the contractor's separate.
- COMM. GARCES** Right, that's, where does the role of the design from the architect stop, right, and the general contractor bond come in, kicks in...
- UNKNOWN** Correct.
- COMM. GARCES** ...and I think you just mentioned it.
- COMM. ROSEL** That's separate.
- COMM. GARCES** It's based on design. That's, that's, I don't see how -----.
What you got?
- STEVE CRAIN** I think you got two questions or two issues we need to try to explain better. Marty's done a good job explaining, I think I need to just add a little bit to it. The project policy is different than the general design policy for the architect, in that under the general policy of the architect, the architect may have fifty or sixty different projects going on at any one time. And since the policy covers a period then if there's problems with some other or maybe not problems somebody alleges there's problems with some other projects of the architect and they're successful, because this project also takes the legal cost of defending the architect out of the coverage amount. So, the more legal fees he has on other claims it reduces the amount available. The other things that happens under general policy is if someone else is successful in bringing some claim and it's during that same period as we would be bringing in a claim,

then whatever is left, whoever is at the tail end gets what's left of the project coverage, of the policy coverage. So, for example, with a one million dollar insurance policy, let's say we were the fourth or the second person to bring in a claim the first person that was successful in bringing in a claim, would, let's say, they've, it was eight hundred thousand including legal defense costs of the architect, the only thing you've got left being the second person under that insurance coverage would be a maximum amount of two hundred thousand dollars, under general policy. Under a project policy, what it says is no other claims of that, or against that architect or any legal defense costs of the architect under any of the claims can bring down that five million dollars worth of coverage.

COMM. ROSEL

It's just more money, then we're just gonna have to, that's what's it's all about, he's gonna have, either he or we are gonna have to dish out more money so that that policy can be in place. That's it.

COMM. ARCAUTE

My thought was that if we dish out more money, it would be to ah, to go into what is referred as value engineering. Would be, ah, an overseer not an overseer, but somebody who would work with the, with the architect.

COMM. ROSEL

Well, I think we need to do that, Commissioner, but...

COMM. GARCES

That obviously, we have to do.

COMM. ROSEL

...and I think that if we do that, as our next step to come in and bring in a person that we feel that will represent this Commissioners' Court and the County to go ahead and work along side with an architect in as far as the design is concerned...

COMM. GARCES

Eyes and ears of the Court.

COMM. ROSEL

...through the whole project.

COMM. ARCAUTE

Especially the design, 'cause, or course if you over design you're gonna over build.

COMM. GARCES

Commissioner Arcaute, we have a couple of schools going up in, in the ISD here in Edinburg and every single one of those constructions sites will have a, a project representative and, and their, their scale is like a, a fourth, four million dollars.

Now, you can imagine what we're gonna go through. We need somebody out there that has the insides of an engineer, maybe, not an engineer, I'm saying, but somebody that knows general contract work, that quantify...

- MARTHA SALAZAR** Well, if you'll recall we did at, at one point, we had left that option open to the County to have an on-site representative or a liaison for, between the Commissioners' Court and the, and their, and in our architect contract there is provisions for an on-site, ah...
- COMM. GARCES** That's the architect.
- MARTHA SALAZAR** Under the architect.
- COMM. GARCES** Paid by the architect firm.
- MARTHA SALAZAR** Yes.
- COMM. GARCES** What we need is Commissioners' Court.
- MARTHA SALAZAR** Yes sir, and we had discussed that option with you...
- COMM. GARCES** Yeah.
- MARTHA SALAZAR** ...that that was something left at your discretion.
- PAUL VAZALDUA** That can probably be discussed during Item K, Commissioner.
- MARTHA SALAZAR** Correct.
- COMM. GARCES** Okay.
- COMM. ROSEL** So, it says here if you, if you wish to increase, oh, for five million dollars of, of limits....
- MARTHA SALAZAR** Right.
- COMM. ROSEL** ...it's an additional premium of thirteen thousand dollars.
- MARTHA SALAZAR** Well, that's, that, that coverage, the thirteen six would be for the entire practice. Now if you want specifically just the endorsement, if I understand the carrier correctly, because I did want them to give me that information, it would be the

seven thousand thirty-two; and I know that the architect is here, he may correct me if I'm, if I'm wrong.

COMM. ARCAUTE

(Inaudible)

JOE SANTOPETRO

May I address...

MARTHA SALAZAR

As to just this issue, because I know he got a quote from the carrier...

JUDGE CUELLAR

I don't have any problem.

MARTHA SALAZAR

... I did try to get some explanation to increase the entire practice would be the thirteen six. Specific endorsement of the four point five to, would be seven thousand thirty-two, as I was explained by the carrier on Friday, late Friday...

COMM. ROSEL

That's one.

MARTHA SALAZAR

...I mean Monday.

COMM. ROSEL

That's one...

MARTHA SALAZAR

Yes.

COMM. ROSEL

The specific endorsement is one.

MARTHA SALAZAR

Yes.

COMM. ROSEL

And then this one would be an additional...

MARTHA SALAZAR

With two. That would, no, this would, you could pick either or.

JUDGE CUELLAR

You wanted to explain something, Mr. Santopetro?

MARTHA SALAZAR

As per your carrier if I'm explaining that correctly, I, I tried to get direction from her, from that...

JOE SANTOPETRO

Your Purchasing Agent is absolutely corrects, what she told you. I'd just like to say something regarding this, this insurance policy. I, I, it's not quite what you heard. What we're talking about here is a project specific endorsement of five million dollars. We normally carry a two hundred and fifty thousand dollar policy, that two hundred and fifty thousand dollars is subject to risk from another claim. Anything beyond

that, four million seven hundred and fifty thousand cannot be touched, it can not be eroded by other people and you get what's left over. Four million seven hundred and fifty thousand of that is dedicated purely to you. Okay, if there were a claim against the two hundred and fifty thousand it would eliminate that otherwise, the whole five million would be there. Okay.

MARTHA SALAZAR

And that's what I explained. The four point five to four point seven five is specific to the account, the Hidalgo County Jail.

JOE SANTOPETRO

Yeah, so it is a project specific it's not a separate policy but it is dedicated project specific for the Hidalgo County Jail project.

COMM. GARCES

So that hurdle has been crossed, Marty, as far as design liability. The design?

MARTHA SALAZAR

It's to design.

COMM. GARCES

Okay, so Item L, vamos. Take care of that item.

MARTHA SALAZAR

Okay, I'd, I also would you like to discuss, okay that's "L" what we were discussing, that's what we, this was on the approval of the specimen, if you were going to be approving the type of coverage that he's proposing to us.

COMM. ROSEL

All right, now...

MARTHA SALAZAR

And I just wanted you to, to hear all the concerns that legal had and, and as opposed to what we had requested as a negotiating committee for them to try and, and get for you. But he, he's proposing this in lieu of. Now another incentive we had, we had proposed to the, to the architect as we had requested a project policy was that we would participate at a, at, at a fifty percent contribution in helping him attain that extra, that project policy. And, ah, the handout I just have you would be fifty percent of the seven thousand thirty-two, unless you opted to go on his entire practice, but, as I explained by the carrier it'd be seven thousand thirty-two. Now, we would be participating fifty percent of that and you realize that would be for five years, is what we're requesting he hold that policy. And as you can tell by also some of her language, we don't know that the premium would be the same the next year, depending on, on what the premium would be quoted as the next year, but we would be participating at a five year term.

- COMM. ROSEL** But half of that seven thousand?
- MARTHA SALAZAR** Seven thousand or whatever the premium is that next year.
- COMM. ROSEL** Half of the premium?
- MARTHA SALAZAR** Correct, and I needed...
- COMM. ROSEL** And, in violation to getting that extra project coverage...
- MARTHA SALAZAR** Project specific endorsement, yes.
- COMM. ROSEL** Okay, that'd be fine. That's gonna take more money, obviously. All right, so you want...
- MARTHA SALAZAR** So, we would need to be, you'd need to act on "L" first.
- COMM. ROSEL** All right, so what kind of action do you need...
- STEVE CRAIN** You need to act on "K" first.
- PAUL VAZALDUA** "K" first.
- MARTHA SALAZAR** Oh, pardon me. We can go back to "K", I'm, I'm out of order. I just wanted that discussed before you voted on "K".
- COMM. ROSEL** Now, on Item, well, let me just make a motion on Item "M" what we're talking about is paying half of the insurance premium in order to be able to get these specific, what did you call it?
- MARTHA SALAZAR** Project specific endorsements.
- COMM. ROSEL** All right, so I'll make a motion at this time that the, that the County would pay half of the insurance premium for the Adult Detention Facility in the contract with the architects of Di Stefano/Santopetro...
- MARTHA SALAZAR** Well, Commissioner, what I was gonna say, if you will approve the contract first...
- COMM. GARCES** Yeah.

MARTHA SALAZAR ...then we can go, the only reason I took it out was that you could discuss whatever concerns were raised on the type of policy.

COMM. ROSEL Well, I thought I heard him say take action on 'M' first, that's why.

COMM. GARCES No, no, no, "K".

MARTHA SALAZAR No, "K".

COMM. ARCAUTE Are we on "K".

MARTHA SALAZAR We're gonna go to "K".

COMM. ROSEL All right, go ahead, I'm sorry.

MARTHA SALAZAR Okay.

COMM. ARCAUTE I'd like to take a look at this, I didn't start looking at this until last night, about eleven...

MARTHA SALAZAR Okay.

COMM. ARCAUTE ...and...

COMM. HANDY I, I didn't get my packet either 'til late Friday and, you know, I'm just not comfortable with this today.

COMM. ARCAUTE Huh-hum, I don't either I don't feel like...

COMM. HANDY You know, there's so much information that was brought up today, that we're just getting and, I mean, this is a major decision we have to do here and to just get it thrown at us and not have time to look at it and absorb it and, you know, think about it...

MARTHA SALAZAR I, I apologize, I thought you had been delivered under separate cover packets which I provided to you all and then, ----- it was done for the ...

COMM. GARCES Paul, when did you, when did you hand them out last week sometime, before you took off...

PAUL VAZALDUA I obtained signatures for the agenda request on Monday, but I didn't deliver packets -----...

- COMM. HANDY** As a matter of fact, I never get my packet until Friday evening, sometimes I don't even get them until Saturday.
- MARTHA SALAZAR** Ah, I, Commissioner, or whatever the pleasure of the Court...
- COMM. HANDY** (Inaudible)
- MARTHA SALAZAR** Yes it is very, it, the, I will tell you that the contract has been reviewed by legal, but I, I do welcome you that you read it, it does have, and also I'd welcome you reading the report that I, that I handed you which was the chronological order in which we negotiated to this point so that you can, see the high points that you may want to review in the contract, which of course are "B" and...
- COMM. ARCAUTE** Wasn't legal counsel a member of the negotiating committee?
- MARTHA SALAZAR** Yes, sir.
- STEVE CRAIN** No.
- MARTHA SALAZAR** No, they were, he was, he was the legal representative for us, but he did not, but he was not...
- COMM. GARCES** (Inaudible)
- JUDGE CUELLAR** He was legal counsel.
- COMM. GARCES** Well, he was there.
- JUDGE CUELLAR** Because of that, he was there, but he was not on the negotiating committee.
- COMM. ROSEL** Well...
- COMM. GARCES** So, Marty...
- MARTHA SALAZAR** He addressed an legal issues as to the negotiations.
- COMM. ROSEL** ...he was there first round, he was there first round and then he asked to be out and we did, we...
- COMM. GARCES** So, Marty...

- COMM. ARCAUTE** He was TKO'd.
- COMM. HANDY** So, this is the first time we get something from the, from the committee. The first time we get something from the committee.
- COMM. ARCAUTE** Yes.
- COMM. HANDY** As far as information from what you all have been discussing.
- MARTHA SALAZAR** This is an end product of the negotiating, to this point and that's why, ah, and, and if you'll notice on Item "K" alone, I do have a report for you.
- COMM. GARCES** Commissioner, maybe we should talk to some people at the Judge's Office, 'cause I've had it for a week.
- COMM. ROSEL** Well...
- COMM. GARCES** But anyway, I, I think yeah, you need to go through that.
- COMM. HANDY** I mean, I just, I just would like to go over it, absorb it, read it...
- COMM. ROSEL** That's good.
- COMM. ARCAUTE** I got it...
- COMM. HANDY** ...and if I have any questions it, I think....
- COMM. ROSEL** That's the way the Court feels...
- MARTHA SALAZAR** Commissioner, just for some clarification, we had brought major issues to you at several, you know, at every juncture that we were at, that we needed direction from the Court.
- COMM. HANDY** Right.
- MARTHA SALAZAR** This is now a culmination right, of proposed final draft and approval of the direction we've received from Court. We have reported that we had negotiated three points, which was, which were the rate, the architectural rate, the on-site representation, which we negotiated down ward and also the additional cost for the architect from a two point five to two. That's in your report. This is just presenting you the final product.

- COMM. HANDY** Oh, okay.
- COMM. ROSEL** Okay.
- COMM. ARCAUTE** So,...
- MARTHA SALAZAR** But, ah, I do understand your, your concerns that you would like to go through it. I, ah, I apologize, I thought, I had provided some, to Mr. Vazaldua and I wasn't aware he didn't deliver it to all of them. He just got here...
- COMM. HANDY** Since that -----, I think that we're just getting our packets too late, we don't have enough time to go over them and be prepared for this.
- COMM. ARCAUTE** Yeah, I got my late, -----, I, I'd like to recommend to this Court that we, you know, take it under advisement, you know, so we can...
- COMM. ROSEL** And perhaps I'll agree with you, Commissioner, but what I'd like to do is I'd like for her to go through all the information first and then at that time we can, we can go ahead and, and decide as to whether we want to go ahead and just put it off till next week or, two weeks from now or whenever, but after we hear it, then we'll have more information to be able to make a decision.
- COMM. HANDY** Right.
- COMM. ARCAUTE** Huh-hum.
- COMM. ROSEL** To me, I can remember the certain points and major, the negotiating points that they brought to us, to this Commissioners' Court and which we discussed it. So, I don't know what she's gonna talk about now in this "K", but I'd like to be able to hear it to find out if there's, it is complicated or not.
- COMM. GARCES** Just a little tidbit, Marty, I think and, Paul and I discussed it last week. Judge, we're gonna be before the Jail Commission in September and I think once again we're gonna be front and center and I, I have all the copies that we're gonna have something by then, verdad. I just don't want to cut it too short, ah, I don't know what they can bring about this County to, to

entice us to go ahead and move on it, but that's the only thing that I'm taking into consideration, you know, ----- gone by.

COMM. ARCAUTE Well, I'm sure, the Commission on Jail Standards, you know, will at least some...

COMM. HANDY Don't we also have a workshop...

COMM. ARCAUTE (Inaudible)

COMM. HANDY ..on this today?

COMM. GARCES -----, you know but the thing is we just need to keep it on the front burner and...

COMM. HANDY Yeah.

MARTHA SALAZAR If, we, we could review it at workshop today, point, the point if you...

COMM. GARCES (Inaudible)

COMM. HANDY Yeah, that would be a good idea.

MARTHA SALAZAR ...on the, on the contractor to be, if you wish he'll give you the noon hour to, to read over anything you might want to...

COMM. ARCAUTE Yeah, ah, no what...

JUDGE CUELLAR It doesn't have to do with this, the, the workshop is on somebody came out with a concept not a plan, because I have never seen any plans, but they came out with a concept, people ought to be aware of what it is. It's hard to get it out of the press sometimes, can't decide.

COMM. ROSEL Well...

COMM. HANDY So, it doesn't have anything to do with this?

MARTHA SALAZAR It's on funding I, now that I recollected...

COMM. ARCAUTE (Inaudible)

COMM. GARCES Yeah, ----- additional information that we might pick up.

- MARTHA SALAZAR** It has on project funding.
- COMM. ROSEL** Well they're talking about, you know building in phases or whatever, but you can't build it in phases, you can't build it all at one time without the design. So, you're gonna have to select a designer, an architect....
- COMM. HANDY** Yeah.
- COMM. ROSEL** ...whether you like it or not and then when this, Commissioners' Court hasn't taken action on the monies to be appropriated to, to, to confront the project then next year, those Commissioners will have to decide as to how they're gonna build it, whether they're gonna be CO's or phases or whatever. If we don't take action...
- COMM. GARCES** And I'm afraid, Commissioner Handy that that's what you're gonna get into another cycle of another twelve or eighteen months...
- COMM. ROSEL** Oh no...
- COMM. GARCES** ...we can't afford paying...
- COMM. ROSEL** ...that's why I'm saying we have to select the architect, we have to get the design done.
- COMM. ARCAUTE** We got to sell the bonds next week...
COMM. GARCES That's what I'm saying.
- COMM. ARCAUTE** ...and then worry about the design.
- COMM. GARCES** Commissioner...
- COMM. ROSEL** (Inaudible)
- COMM. ARCAUTE** (Inaudible)
- COMM. ROSEL** No, Commissioner, I disagree with you, because you can't, you can't go out and sell a design, with the CO's without knowing how much it will cost.
- COMM. ARCAUTE** Sure.
- COMM. GARCES** No, you can't, you can't.

- COMM. ROSEL** You can't.
- COMM. ARCAUTE** Well, we already determined here six point five percent of the cost...
- COMM. GARCES** You don't want to.
- COMM. ARCAUTE** ...of construction.
- COMM. ROSEL** We, we can sell a hundred million dollars worth CO's if we want to, but what we have to do is first of all find out how much money we need. After that then we go...
- COMM. ARCAUTE** That's exactly what I'm getting at, we're willing to pay six point five percent and six point percent of what, okay.
- COMM. ROSEL** Well, exactly, I mean who's did we determine, I mean that's why you hire this particular person because he's gonna do the design, we're gonna cut it down and we're going to enlarge the Sheriff's department is gonna do the same, we come up with, with the monies that we need after we got the plan finalized. Real simple, you know that.
- COMM. ARCAUTE** No. No, I don't.
- COMM. ROSEL** Yes you do.
- COMM. ARCAUTE** Oh no, I don't.
- COMM. GARCES** Commissioner Arcaute what I'm looking at also...
COMM. ARCAUTE I think it's important for us to determine how much money or, do we have to spend to build the jail.
- COMM. ROSEL** Well, I think, now wait a minute, hold it, now you're getting back into what, when Judge Ruiz was here, or Edgar Ruiz, excuse me...
- COMM. ARCAUTE** Judge, is correct.
- COMM. ROSEL** Well, you go ahead and, and we voted at that time to keep at a cap of twenty million dollars.
- COMM. HANDY** Well, I think we're going off on a tangent here...

- COMM. ROSEL** Exactly.
- COMM. HANDY** ...let's go back to this contract...
- COMM. ARCAUTE** We did, we did, we'll do that at the workshop.
- COMM. HANDY** ...-----, yeah, I just, I just...
- COMM. ROSEL** Can, can we go back and let her discuss what she's, what she wants to tell us and then we don't, we'll have to take action on it.
- COMM. GARCES** Keep this in line, Marty and Commissioner Handy, Arcaute and then Juan, Judge. Once we decide then that architectural firm out there is not gonna come back in one day and give us a design. It's not gonna take a week, it's not gonna take two weeks all right, now we're in September, it's not gonna take three weeks, maybe three, maybe a month, am I, mas o menos accurate there, Mr. Santopetro.
- COMM. ROSEL** How about four to six months probably.
- COMM. GARCES** Ah, so now you're talking about a whole forty-five days down the road and that and we're getting into adopting the budget and it's gonna be, we're gonna be pushing for time, that's one thing that I, that we need to keep in mind also ----- . They just can't turn around and give us a design in one week. And also I don't know if we want to go about bringing in a committee, to help in the method that we're going to use out there. There's a lot of...
- COMM. ROSEL** Well, the...
- COMM. GARCES** ... well anyway. These all, all this has to come into the mix.
- COMM. HANDY** All I'm saying is that I got this late Friday, I haven't had much time to go over it. I mean this is a real important contract and I think that I, I'm not comfortable voting on anything on it today. I wouldn't ----- if you want to put it on next week, that's, you know, but I just, at lease like a few more days to look it over.
- COMM. ROSEL** And I agree with you. I mean, there's some things I want to hear to, but let's let her and explain them and then we, we'll

decide what to do; and if it's real complicated then we'll just put it off.

MARTHA SALAZAR Well on the, ah, "K" item that's just a one page report to you giving you a chronological order as how we res..., we have arrived to this point on the proposed contract.

COMM. ROSEL Please go through them, I, I don't have it at the...

MARTHA SALAZAR This was the present negotiating committee was named in May, May 11th. May 14th, we had our first full meeting with Mr. Santopetro who had been the second architectural firm, he represented the, the Di Stefano/Santopetro Architects and we went, we reviewed all and any objections, corrections, deletions and modifications and clarifications to the proposed contract submitted by Mr. Santopetro. If you will recall in our, in our letter to him advising him that we were going to begin negotiations, he then proposed his first initial, ah, standard AIA with our modifications as, as drawn up by legal counsel. At that point, we went through all of those that day and then we agreed to the corrections, negotiated fees, rates, terms and conditions, that would be presented to the revised proposed contract for our next scheduled meeting. That happened on May 26th, then we reviewed all the previously discussed items, we completely, we got a briefing from counsel on the issues that were still absolutely, that were of absolute necessity in assuring that the best interest of the County were not compromised. The for..., the forwarding of a letter detailing all required changes to the original draft proposal was sent to Mr. Santopetro. On June the 1st, we finalized any pending negotiated and agreed to issues in particular with exhibit "B" which Mr. Santopetro had some problems with; the best and final offer was requested and on architectural fees for the additional services of the architect. We negotiated also a project representation beyond basic services. The best and final offer accepted by both parties was from seven percent to six point five on architectural fee. On additional services of the architect we went from initial proposed of two point two and a half times cost to two point zero cost, times cost. And project representation from the initial amount proposed at a hundred and eighty-six thousand dollars to a hundred thousand dollars with the added requirement that the project representation be a licensed architect or engineer. Left pending were the scope of the project and insurance requirements. We then went to Commissioners' Court on June 16th and we asked and we did

discuss those two issues with the Court and received direction. We, ahm, made a, we sent to Mr. Santopetro the scope of work and then developed the insurance requirements as we had been, as we had suggested to Court and gave, and given direction. And then we, on June 26th, we sent the letter to Mr. Santopetro outlining the two issues pending, resolution and order to proceed with the final proposed contract to the Adult Detention Facility. On July the 10th, we received a faxed copy of the proposed insurance policy, forwarded to legal counsel for thorough review. From July 13th through July 23rd, we had, we requested further documentation from Mr. Santopetro's insurance carrier and on July 24th, we have, we had a letter forwarded to all Commissioners and myself on the concerns he had with the proposed policy. And that brings us to this point today.

COMM. HANDY

Marty, what did, what does this mean, it says that "best and final offer suggested by both parties resulted in architectural fee".

MARTHA SALAZAR

Huh-huh.

COMM. HANDY

At six point five percent, right?

MARTHA SALAZAR

Right from the original proposed, he proposed seven percent.

COMM. HANDY

Okay.

MARTHA SALAZAR

Of construction costs.

COMM. HANDY

Now, what does it mean additional service from the architect...

MARTHA SALAZAR

That if you will see on your, if you look at your con..., proposed contract, that is any other fees that he has to en..., compensation rates, that's exhibit "D", that's the last page of your proposed contract.

COMM. HANDY

The last page?

MARTHA SALAZAR

The last page of the, under the proposed contract which is under "K". You will see an exhibit "D". This is...

COMM. ARCAUTE

"B"?

MARTHA SALAZAR

"D" as in David.

COMM. ARCAUTE "D".

MARTHA SALAZAR Compensation rates, multiples of direct personal expense for principal's employees. This, this is the, proposed cost times rate that the architect is charging us for additional personnel.

COMM. HANDY What does that mean?

MARTHA SALAZAR Well, there, he's going to have personnel in his office that is going, that he is the project director and there are personnel in his office that will be compensated for any work done under the, under these headings.

COMM. HANDY Well, really, really we're looking ----- point five percent it's eight point five percent, Marty.

MARTHA SALAZAR No sir.

COMM. HANDY For the architect.

MARTHA SALAZAR No, no ma'am, because at the...

COMM. HANDY It's six point five percent and then additional services of the architect at two point zero times cost.

MARTHA SALAZAR Right, that's on a cost basis...

COMM. HANDY But...

MARTHA SALAZAR ...this is on the...

COMM. HANDY ----- eight point five percent.

MARTHA SALAZAR No, but, well, at least, some of the, ah, the figures that we, that we came up with, even including the, ahm, additional representation, we were still coming under seven, we were still coming under seven percent, when all was totaled, now that part I can't tell you how much that, that much would bring us over.

COMM. GARCES ----- keep that in mind and I think, what I looked at and it's kind of like a little bit of ambiguity in the area of the six point five of actual cost of construction inclusive of engineer professionals, all right...

- MARTHA SALAZAR** Yes.
- COMM. GARCES** To be employed and paid by.
- STEVE CRAIN** Right.
- MARTHA SALAZAR** Correct.
- COMM. GARCES** Okay. So, you don't think we need to kind of tighten it up and clarify it a little bit better?
- STEVE CRAIN** Commissioner, I think it already is tight.
- COMM. GARCES** Yeah.
- STEVE CRAIN** Let me, let me tell you why and let me try to answer the question. The, every architect, every AIA contract has different components to it. The main component you have to understand is what is called basic services. It's defined in the agreement and basically basic services cover everything that an architect and any consultants he would have would normally have to do to design...
- COMM. GARCES** Falls within the six point five.
- STEVE CRAIN** ...falls within the six point five. Everything they would normally have to do...
- COMM. HANDY** What kind of consultants are you talking about that he has to have?
- STEVE CRAIN** Well he's, mechanical engineers, ah, all the engineers, the geo-tech, the geo-tech, the electrical engineers. Whenever, even if you go, anytime you build, and even some homes you build, some of the more expensive homes, the architect is going to hire a mechanical engineers to, for example, to design the AAHPAC units, or whenever you're involved in building schools. Schools, you hire the architect, but then the architect, under his contract hires HPAC engineers, which would be your mechanical engineers, you gotta hire electrical engineers, to do the lighting and all these people have to work together but they are under the employ or under contract with the architect to provide those services to the architect so he can incorporate those things into his design. The architect,

remember, is not an engineer, he is a licensed architect. So, anything that gets over into engineering practices, the architect has to hire engineers to perform those. So, but back to the question, basic services, everything that's normal.

COMM. HANDY

Can we hire those, those engineers?

STEVE CRAIN

The only problem with that and people have tried to do that, the problem with that is that it's someone the architect has to work with, 'cause he's got to rely on what they're producing, because he's, the architect is ultimately liable for that work and so the architect hires those people 'cause he has to work with them, he's confident in those people and their ability and that's the reason the architect's agreement and this is not an agreement we invented or the County invented, this is an AIA contract which is put forth by their society and it's a way every architect's agreement is structured. That they hire the consulting engineers.

COMM. HANDY

Okay, so the, the, the additional coverage of the architect would be for all those engineers?

STEVE CRAIN

No. That would be included under basic services. What I'm saying is basic services generally encompasses everything to build the building. Additional services, if you look on page four of the contract, number one, if, if the architect was going to proposed to do additional services, as we've modified the contract, the architect would have to come to you before he'd want to do any additional services and have and tell you the reasons he needs those additional services and you would have to approve that. That's on page four, Section 3.1.1.

COMM. ROSEL

For example, electrical engineer...

STEVE CRAIN

No.

COMM. ROSEL

...there is basic services that...

STEVE CRAIN

That's basic.

COMM. ROSEL

...----- provide.

STEVE CRAIN

That's basic.

- COMM. ROSEL** Now, if he's going to do, go above and beyond on what is normal then he's gonna have to come to this Commissioners' Court to...
- STEVE CRAIN** Well, now I don't really want to know, say normal because the way the contract is structured it defines what is basic and defines what is additional. Those things are all defined. And what we have done, in negotiating, in the negotiating committee is we have even modified the AIA document to make it more restrictive as to what is additional services.
- COMM. ROSEL** So, this is nothing unusual, I mean, the school's do it and the...
- STEVE CRAIN** Every entity that I know of and every architect that I know of, and Mr. Santopetro could correct me if I'm wrong, but every, every architect I know that does any major project, starts with a basic AIA contract, then there's modifications that are negotiated between the parties and that's what we've done here.
- COMM. ARCAUTE** In exhibit, ah, Exhibit "B", third page of that three page exhibit...
- COMM. GARCES** Exhibit "B", Lalo?
- COMM. ARCAUTE** Huh-hum.
- COMM. GARCES** Okay.
- STEVE CRAIN** That was something that we added.
- COMM. ARCAUTE** Fourteen point eleven.
- STEVE CRAIN** Everything on two "A and "B" is what we've added and what, and the only reason we put that on there is so, one part, one reason is for the Auditor, is that we want to be able to track the separate bids and contracts, because there's a provision if you look at Exhibit, ah, it's not the exhibit it's Article 12, that, we've added twelve point three, which says the owner or it's County Auditor, or their respective agents or representatives shall have the right to examine, copy and audit the books and other records of the architect relating to this contract. So, that Article 11, ties into that, ----- ties into this saying that he

will obtain separate bids for his engineering and construction, engineering and I forgot what the other one was...

COMM. HANDY ----- that again, two point, two point zero times cost.

STEVE CRAIN Right.

COMM. HANDY Additional services of the architect.

STEVE CRAIN Right.

COMM. HANDY Two point zero times whatever it's gonna cost for the additional services.

STEVE CRAIN Let me explain how that works, you need to get the concept then you can, then you can, can discuss that. Basically, the, those figures vary, but basically what that's saying is if the architect has to buy a widget and the widget costs a dollar, you're gonna be charged too. The reason for that is, is the architect is being compensated in the additional part for his office expense, overhead and everything it takes for him to go buy that cost or buy that widget. So, for example, if, if you go out in your precinct and you buy a box of widgets, what it cost you to buy the box of widgets in your precinct is not just what the cost from the widget salesman is for the box of widgets but the cost of your time and your employees time and the paperwork to do all that to process that, to get that box of widgets into your precinct.

COMM. HANDY Well, wouldn't that be included in the, in the six point five percent. I mean that would be -----, isn't it.

STEVE CRAIN Well, that's for, that's anything outside, if he's has to go out and buy something that is consumed in this project, that's what that cost covers. It wouldn't, it wouldn't for example, it wouldn't cover a box of staples...

COMM. GARCES It's just the standard practice, right Steve.

STEVE CRAIN That's the standard practice, it's in every AIA contract.

COMM. GARCES You've seen these through your contracts with maybe some other entities out there...

STEVE CRAIN

With some other governmental entities and some private individuals, now...

COMM. HANDY

I understand what you're saying that it's, that it's in there, I just need to understand it, because when I go out of here people are gonna ask me all sorts of questions and I just need to be able to understand it so that I can explain to them why we're paying six point five percent and then additional services of the architect at two point zero times cost.

STEVE CRAIN

If you, if you...

COMM. HANDY

This is gonna look like it's eight point five percent to them.

STEVE CRAIN

Well, and that's why I was going to go back, let me try that again. Additional services is anything beyond the definition of basic services. And if you look back in your contract on page two, it starts on page two, Article Two, Article Two tells you everything that's included in basic services; ah, schematic design phase under two point two, design development phase, construction document phase, bidding and negotiation phase, construction phase, administration and construction contract and then that covers everything that's in basic. And it's pretty inclusive.

COMM. HANDY

Does he, does he really think we're gonna need this, I mean, when he came in, when he made his presentation he already had the plans all drawn up and everything. He brought in some plans here for the jail.

STEVE CRAIN

Well, why don't we let him answer that, if he thinks he's gonna need any additional services.

JOE SANTOPETRO

I can, I can explain what the difference, Commissioner. Under basic services, we're gonna design a building for you and we're gonna provide all the structural engineering, mechanical engineering, okay. What, what this additional services, say that building is under construction and all of a sudden you decide you want a central power plant next to it to supply that building, okay; and that was not part of the original plan, that would have to be authorized by you folks, okay. That's is additional services, that does not fall under the six and a half percent. What we would do then is we would take our time and it's there and the rates and we would just charge you whatever that time is for, for doing that work.

- COMM. HANDY** Okay, you're talking about like after construction has started and, and then something is needed...
- JOE SANTOPETRO** Pretty much, but you may, like, say you might even decided that at, at the time the drawings are being down, say we're doing the drawings for the jail and you decide you want this little power plant there, then I'll come before you, you all authorize that work and it'll be handled as a separate item reimbursed according to those rates there, but if, if we don't do that work that never ----- into it, so the, the...
- COMM. GARCES** And it has to go through Commissioners' Court.
- JOE SANTOPETRO** Yeah, you have to authorize it. I can't just do that on my own and say you folks owe "x" amount of dollars.
- COMM. HANDY** Oh, okay.
- COMM. GARCES** That needs to be kind of...
- JOE SANTOPETRO** Yeah, you add the details, but as far as the six and a half percent that is gonna get your jail built with all the proper engineering complete. I mean, there, there are no extra costs for that...
- COMM. ROSEL** Inclusive of the widgets that you're talking about. If he's going, if you're going to purchase a box of widgets you're gonna have to come to this Commissioners'...
- STEVE CRAIN** Under additional services.
- COMM. ROSEL** Court.
- JOE SANTOPETRO** Yeah, yeah I can't do that on my own that's not a decision I make, that's a decision you make. I may come before you and say, listen you folks have talked about a power plant, you know we can do this, and here is what's it's gonna take and then you'll have to authorize it.
- COMM. ROSEL** So, you're not gonna charge us six and a half or whatever you're gonna charge us plus five pounds of drafting paper.
- JOE SANTOPETRO** No.

STEVE CRAIN

No. The, the one, the one place, stand here for a second, Joe, correct me. The one place that I see that, that it may come up or it could, the most likely place it could come up is he comes up here and presents you a set of plans and you say yes, that's what, we like it, go forward. He comes back the next meeting and he's done more work to develop those set of plans and you go back to him and say well no let's scrap what we already did and let's go, because I know we told you to do that, Mr. Architect, but we changed our minds, we want you to do a different, a totally different concept.

COMM. ROSEL

Well, yeah, but you're talking about going the opp..., above the...

STEVE CRAIN

And that's what I'm saying, that is getting into additional services. Once you've given him the approval and said, yes we like that go with it; then you come back and change your mind, then you could kick in to additional services.

COMM. ROSEL

That's the nature of the animal in that...

STEVE CRAIN

That's the nature of the animal, that the ----- architect after getting approval and going forward with the work if you come back and change your mind totally disregard what, the approval you gave him before then he needs to be compensated.

COMM. ROSEL

(Inaudible)

COMM. GARCES

----- you're building your house, you okay the plan, you get your financing and all of a sudden, the wife needs cabinets somewhere or...

STEVE CRAIN

Or you decide you want ----- instead of having garage on the left hand side of the house...

COMM. HANDY

(Inaudible)

STEVE CRAIN

...instead of having the garage on the left hand side of the house you want to move it to the right hand side of the house.

JOE SANTOPETRO

Let me just say, that in general there are no additional services on any of our projects, it is, it has happened on a couple of occasions where when we've been in the design we've been asked to enlarge it, like we were designing a hundred bed

facility and they, you know, they say how much more would it cost to go to a hundred and forty-eight beds. We've had that happen a couple of times, but typically there...

COMM. ROSEL Well, but you can give the Commissioners' Court a, an idea of the projected cost before you go into the design phase and then at that time the Commissioners' Court can say go ahead.

JOE SANTOPETRO Yeah, once again, we can't do the work unless you authorize it.

COMM. HANDY And that, Santo..., Santopetro, I'm not trying to be real picky but you, you have to understand that, you know...

JOE SANTOPETRO No, this is very confusing, Commissioner, ah, it's a confusing contract, it's been around since 1917, okay; it's been, a million lawyers have written and worked on it and I don't understand half of it, but...

COMM. HANDY Yeah.

JOE SANTOPETRO ...ah...

COMM. HANDY Because you know, what's gonna happen is they're gonna come to us and they're gonna say, what did, what does it mean by this or why did you do this and, and I want to be able to, to...

COMM. GARCES And you're straight up on this, verdad, I appreciate it.

MARTHA SALAZAR And that is why that...

COMM. HANDY ...----- the media is not gonna go to, to you for questions, they're gonna come to us and...

MARTHA SALAZAR And that is why one of the points was...

COMM. HANDY ...and I just want to make sure that when they ask me questions I'll know what to answer.

JOE SANTOPETRO Yeah, and, and as I said I'll be happy to explain. I, I also have to say you're, you're negotiating committee did a very good job for Hidalgo County. I...

UNKNOWN (Inaudible) (Laughter)

- JOE SANTOPETRO** Well, no that, that, personally I, I have a different feeling, I'm saying as far as the County is concerned you've, you've got a tough group negotiating for you, I promise you that. They did an excellent job for you.
- MARTHA SALAZAR** Therefore your exhibit "D" was negotiated beforehand, in the, in the case that he were to come and we were to expand in any additional services we negotiated beforehand if we'd left it blank, he, he proposed two and a half, if we hadn't done anything with it, it would have stayed at two and a half. That's what...
- PAUL VAZALDUA** That was the, that was the point that I wanted to bring up on the rates, ah, for the additional services and for the six and a half percent. The negotiations committee asked me to call several counties that were, that had done jail projects, now only jail projects but jail projects of this size or larger. Ahm, most, ah, most of the counties weren't, were negotiating to seven and a half percent for the services and two point five or two point six for the additional services.
- MARTHA SALAZAR** Even up as high as two seven five.
- COMM. ARCAUTE** What do we do with an architect that shows up and says I'll do it for five?
- COMM. GARCES** (Inaudible)
- COMM. ROSEL** Well, I mean, it depends on the architect you chose.
- STEVE CRAIN** (Inaudible)
- COMM. GARCES** Like number one...
- PAUL VAZALDUA** They need to go through the, through the procurement process.
- COMM. ROSEL** I mean I've -----.
- COMM. ARCAUTE** Huh.
- COMM. ROSEL** I'll get up there and propose, I'll design it for four, but then well, I'm not a designer.

- COMM. ARCAUTE** No, I'm talking about an architect, you know, a licensed architect...
- JUDGE CUELLAR** This kind of designer.
- COMM. ROSEL** Well I'm, yeah, and again we get into the argument we had before, I said well let's look at his qualifications.
- COMM. ARCAUTE** (Inaudible) Ah, I got a lot of questions yet, you know, about seventeen to be exact, but, ah, this is the reason that I, I'd like to look at this, I just went through the first three pages last night...
- COMM. ROSEL** Well, I'd appreciate it if you'd give us your questions one through seventeen, that way we can get the information and then next week we can be prepared, they can be prepared with the answer.
- COMM. GARCES** Yeah, that'd be something to consider. Marty and...
- COMM. ROSEL** What's question number one?
- COMM. ARCAUTE** Let me start with seventeen.
- COMM. ROSEL** Number seventeen, okay.
- COMM. ARCAUTE** Yeah. How much money are we gonna spend to build this jail?
- COMM. ROSEL** Oh, we answered that just few minutes ago.
- COMM. ARCAUTE** You did.
- COMM. ROSEL** Yes sir.
- COMM. ARCAUTE** Would you repeat it, please.
- COMM. ROSEL** There are various answers to be talked about here and if we can get to an hour discussion if you want to, or we can wait till the workshop.
- COMM. ARCAUTE** (Inaudible)
- JUDGE CUELLAR** Aren't you supposed to have asked the...

COMM. GARCES On the concept and design...

JUDGE CUELLAR ...architect to give an educated guess.

COMM. ARCAUTE I still, I still, this is what happens.

COMM. GARCES Let me, let me, Marty, hold on before...

COMM. ARCAUTE Out of every twenty questions that I've asked in this Commissioners' Court I get answers for two, out of the twenty. Here's another one. I ask for a figure and you still haven't given me a figure.

COMM. ROSEL You want to give it. You want me to...

COMM. ARCAUTE And you said that you had already answered it.

COMM. ROSEL Yes I did. Last week at this...

COMM. ARCAUTE What was the figure?

COMM. ROSEL By Commissioners' Court.

COMM. ARCAUTE What was the figure?

COMM. ROSEL By Commissioners' Court.

COMM. ARCAUTE Give us the figure.

COMM. ROSEL Twenty million dollars.

COMM. ARCAUTE Twenty million. All right.

COMM. GARCES Now and let me, let me...

COMM. ARCAUTE So, we've determined much we're gonna spend.

COMM. GARCES (Inaudible)

COMM. ROSEL Well, he asked the question I gave him the answer.

COMM. GARCES The price, the tag on this project if gonna based, not just on what we say, but the type of security we're gonna have out there. We're gonna have direct-indirect type of design. Modular, single cell, max., minimum security...

- COMM. ROSEL** We don't know. We don't know.
- COMM. GARCES** Hey, I've turned those keys and I can tell you that the more minimal security that we have, the more for the bucks. All right This is, this is where the experts in this area come in handy.
- COMM. ROSEL** There's where you're...
- COMM. GARCES** Twenty, twenty-five years of doing jails, that's where it comes in and that's where they can save some money. So for us to say twenty million, we're way out of line, we can't, we can't say that.
- COMM. ROSEL** And the only reason I say it, Commissioner, is the fact...
- COMM. ARCAUTE** Why not?
- COMM. ROSEL** ...that this Commissioners' Court took previous action on, on giving a cap. That's the only reason, but if you want to get into the realities of it it's just like what you explained.
- COMM. GARCES** Right, we need a design before we can...
- COMM. ROSEL** Exactly.
- COMM. ARCAUTE** No, I, I understand all that.
- COMM. ROSEL** Well then it's gonna delete the seventeen questions.
- COMM. GARCES** The next step would be, coming back with the design and saying...
- COMM. ARCAUTE** (Inaudible) last Sunday. The reason I'm saying, see this is important, you know..
- PAUL VAZALDUA** I know where you're coming from.
- COMM. ARCAUTE** Let us leave it for the workshop.
- COMM. ROSEL** Okay.
- COMM. ARCAUTE** I just, I just save it for today, just give us a week, a few more days to read the whole contract, you know. That's all I'm asking.

- COMM. ROSEL** Okay, let me ask you, Marty, now you covered the three, the three items. The item was on the sharing the cost of the insurance premium, the other one was on the insurance itself on the, on the what, the areas it covers and on the first one you're talking about the negotiating committee negotiating a contract at six and a half percent.
- MARTHA SALAZAR** Yes sir. That was, that was...
- COMM. ARCAUTE** Let us do six and we'll, we'll help you pay the insurance.
- COMM. ROSEL** Six and a half percent, right.
- MARTHA SALAZAR** Yes sir. Well...
- COMM. ARCAUTE** No, six and we pay the insurance. For six and a half he pays the whole insurance.
- COMM. ROSEL** Ahm, so those are the three areas that needed to be covered.
- COMM. HANDY** Steve, can I ask you a question?
- STEVE CRAIN** As many as you like.
- COMM. HANDY** If, if we...
- COMM. ROSEL** He gets paid by the hour.
- COMM. HANDY** If we start building, if we start going through this and I have any questions, will I be able to call Mr. Santopetro during, to ask him questions, or how would I, get answers to my questions.
- STEVE CRAIN** I think, I think, almost any question, I think that you would have, I think members of the nego., any member of the negotiating committee could answer it and if they can't answer it, it comes under legal interpretation, feel free to call me.
- COMM. HANDY** Okay and I will tell you...
- COMM. GARCES** But there's nothing statually (sic) saying that we can't call him?
- STEVE CRAIN** No, but I'm just saying, I'm thinking that...
- COMM. GARCES** Isn't that what you want to know.

- COMM. HANDY** Yeah.
- COMM. GARCES** That's the answer you want.
- COMM. HANDY** Well, it's like right now he came up here...
- COMM. GARCES** To me you did a great job, Steve, now we need to tighten up and say let's go to directly to the source...
- JUDGE CUELLAR** I think, I think, Commissioner, there is something about you calling and negotiating with him, because that's the purpose of a negotiating committee and we're not supposed to do that. If we do it here in the presence of, of an announced meeting for that purpose, yes we can do it, otherwise we can't. Yes there is a statute on that. Am I correct?
- STEVE CRAIN** I think it's a better ideal to keep it in-house with the negotiating committee, explaining questions you may have.
- COMM. GARCES** I think you were asking that question...
- COMM. ROSEL** ----- questions...
- COMM. GARCES** ...-----, verdad?
- COMM. HANDY** Yeah.
- JUDGE CUELLAR** For your, for your information the last data we received from the Jail Standards Commission said we would go a long ways towards solving our problem and we had number one, the price, the cost of the jail; number two, funding. How we're going to fund it.
- COMM. ROSEL** Well, yeah. Obviously.
- JUDGE CUELLAR** And my understanding was that at some point they were going to try to get an educated cost from, this is prior to the signing of any contract. Now, I don't know if I was misled, I know that's where we were going when we did it.
- COMM. GARCES** The jail, the...
- MARTHA SALAZAR** Well, one of the com., pardon.

COMM. GARCES ...they've been in, at this for years, they should know better that we can't go out there and prematurely say this is the amount of the jail.

JUDGE CUELLAR Yes we can. Oh, yes we can. An estimate.

COMM. ARCAUTE No, we can't.

COMM. ROSEL An estimate?

COMM. GARCES An estimate, an estimate, but no you want, you want the cost.

COMM. ROSEL We can guesstimate, but...

JUDGE CUELLAR That's what they want to know. Number one what is the commitment that we're making and number two...

COMM. ROSEL How much are we gonna appropriate, how much do we plan to appropriate for the jail.

JUDGE CUELLAR How much it's going to cost, a round figure and how we're going to fund it.

COMM. ROSEL Tax dollars.

JUDGE CUELLAR How we're going to, yeah...
COMM. ROSEL Tax dollars.

JUDGE CUELLAR Yeah.

COMM. ROSEL Real simple.

COMM. ARCAUTE I think that's the message I was trying to relay.

COMM. ROSEL That's all.

PAUL VAZALDUA One, one of the things...

COMM. ARCAUTE We need to tell the, we need to tell the architect today, we have this amount of money, design us a jail that we can build with that amount of money.

COMM. ROSEL Well now, there you're going for design-build, that's something else.

- COMM. ARCAUTE** No, let us not get into those terms, I mean that messes up our legal counsel over there.
- COMM. ROSEL** (Laughter) confuses him.
- JUDGE CUELLAR** No, he was messed up by the, by the Attorney General, like I was; and I've seen that...
- COMM. ROSEL** Well, depends on what you, what you ask for. If you ask for a specific...
- COMM. GARCES** It's how you word your question.
- JUDGE CUELLAR** No, I think it's when you ask the Attorney General. Once he's not Attorney General, he might say, well, what are they asking for -----.
- COMM. ARCAUTE** Well the only difference between the Attorney General and our legal counsel, is that he gets elected, you know, and he doesn't get elected.
- COMM. ROSEL** No, he gets paid.
- COMM. ARCAUTE** That's the only difference.
- JUDGE CUELLAR** Yeah, but we don't, we don't either, Commissioner. We don't get elected either.
- COMM. ARCAUTE** Yes we do.
- JUDGE CUELLAR** You forgot something that -----
- COMM. ARCAUTE** No, I was looking through the agenda to use that. You didn't use the past tense.
- COMM. ROSEL** Okay so you want to wait a week before we bringing it on back on.
- COMM. ARCAUTE** I think so. ----- we'll do the...
- MARTHA SALAZAR** Would you want to forward any...
- COMM. ROSEL** Okay.
- MARTHA SALAZAR** ...and questions I will be glad to forward them to Mr. Santopetro and, and I would, ah, I would also ask if you would

care for him to be here at Monday's meeting, in case you want any questions answered. Do you...

- COMM. HANDY** I think, I think it's gonna depend on whether we're gonna have any questions.
- COMM. ROSEL** Well, yeah and that's...
- COMM. GARCES** (Inaudible)
- COMM. HANDY** Well, if we can, if we go through the committee and we get the questions answered before...
- COMM. ROSEL** Yeah.
- COMM. HANDY** ...'cause he has to come all the way from Houston...
- MARTHA SALAZAR** Well, we could, you know we can do it by fax and, and if I can get some, some questions and, and we will forward right to him and, and, and try to get them back to you individually as you've asked them for, for more information. I will ask him, though, just, just for his scheduling if, if that would a, ah, will he be available because we do have a Monday meeting...
- COMM. ROSEL** Monday.
- MARTHA SALAZAR** ...this next Monday.
- COMM. ROSEL** Monday.
- JUDGE CUELLAR** Again, we can put it off if there's questions to be raised...
- MARTHA SALAZAR** He would be available ----- further clarification on anything.
- COMM. ARCAUTE** So, there is, there is something in there that if, if I read through it I'll be able to stumble on it, that will prevent what happened in the Sharyland ISD.
- MARTHA SALAZAR** On what ISD?
- COMM. ARCAUTE** Sharyland.
- COMM. ROSEL** Well, well what he's talking about, I think, correct me if I'm wrong, I think, you're talking about after the architect had

designed the whole program, the whole school, at the time, that time that the, the bond, the bond vote did not pass, the voters rejected the bond issue, the architect demanded his money and the architect got paid...

MARTHA SALAZAR Under this and...

COMM. ROSEL That's what you're asking, correct?

MARTHA SALAZAR ... Steve, can correct me if I'm wrong. Under this, under this contract, if funding is not available or if you abandon the project, the architect would be paid for any services up until the notice that either funding did not occur or that the, the project is going to be abandoned or held off.

COMM. ROSEL Normal course of business.

COMM. ARCAUTE How much will be get paid?

MARTHA SALAZAR He will get paid up, his expenses, up to the point of work that he has done.

STEVE CRAIN It's the less from the number of hours that he can prove that he expended or fifteen percent of the construction -----.

MARTHA SALAZAR Right.

COMM. GARCES Similar to the...

MARTHA SALAZAR There is provision.

COMM. GARCES Lalo, the engineering contract that we're talking about, about a week or two ago, from the Water Development Board, something like that, they'll have somebody else come in and analyze it, another architect...

MARTHA SALAZAR It's the lessor of both.
JUDGE CUELLAR This is when he starts work on the project, not on the -----
.

STEVE CRAIN Correct.

MARTHA SALAZAR Right.

PAUL VAZALDUA Ah, let me say, if the contract were to pass Commissioners' Court whether it be today or next Monday or the following

Monday, at that point we would request that the architect begin to work on a schematic design of the jail facility.

COMM. ROSEL

There you go.

PAUL VAZALDUA

At that point, we would review the schematic design, bring that to Commissioners' Court for approval and at that time obtain the cost of the construction of the jail. That would take anywhere between four to six weeks to do. Before that, we can not get an educated guess on what the cost would be unless we use rule of thumb figures that say it costs eighteen thousand...

JUDGE CUELLAR

At that time, if we decide not to go ahead and build, we would pay at the rate that has been negotiated, a hundred dollars an hour or whatever?

PAUL VAZALDUA

No, at that time, we would pay six and a half percent of the time that it was estimated for him to prepare that schematic design...

MARTHA SALAZAR

But not to exceed fifteen...

JUDGE CUELLAR

Explain that six and a half percent of what time?

PAUL VAZALDUA

I'm gonna let Steve cover that.

STEVE CRAIN

What the paragraph says, it notifies the architect that we intend to finance construction of this project through the issuance of bonds or certificates of obligation. Should the owner, the owner being the County, determine that it is not economically feasible or in the best interest of owner to finance this project, we may terminate the agreement on seven days notice. And then it kicks in to what he's paid if we make that determination.

PAUL VAZALDUA

So...

MARTHA SALAZAR

It says...

PAUL VAZALDUA

So, once we, once we review that schematic and hypothetically speaking, say that the jail is gonna cost thirty million dollars and we go out for CO's or, or go out for bonds, and something happens, either a petition is raised or the, the

referendum does not pass through an election, then we can terminate this contract with the architect.

JUDGE CUELLAR But he's, he knows that we have not led out any bonds...

PAUL VAZALDUA The architect...

JUDGE CUELLAR ...that we have not voted on an amount.

PAUL VAZALDUA He understands that and he know that we, practically what we're doing is waiting for his schematic in order for us to come up with that figure.

COMM. GARCES With that thought, let me just say this and Roy, I might need your, your input here. The system and way that we're supervising our inmates at the jail right now, would you consider that what, indirect?

ROY QUINTANILHA Yes sir.

COMM. GARCES It's not direct 'cause they're not in the cell, right So, we know that construction of the cell is gonna be much higher, right. Medium to max and you have the figures there right, twenty-four to thirty- four thousand dollars a bed.

MARTHA SALAZAR Those are industry...

COMM. GARCES Now, listen, listen, based on the figures that we -----

MARTHA SALAZAR Industry averages.

COMM. GARCES Yeah, just the averages, all right, schematics come into play, Lalo, when you have the maximum of minimal security applied to your project, bringing the cost down to maybe sixteen thousand per bed. All right, here's where the schematics and design have to come back and then we can start trying to get closer to that magic figure of twenty, twenty-five, thirty whatever it might be.

PAUL VAZALDUA Commissioner, just to add to that, one step further, the, the Jail Commission does dictate to us a percentage of, a ratio of maximum securities, a ratio of medium and a ratio of minimal. So, what, what basically the architect would do is take the scope of work which is the sixteen hundred bed facility and then come back and tell us, okay, according to Jail Standards,

you need "x" amount of maximum, "x" amount of minimum and "x" amount of, of, of medium and then from there start to design the schematic ...

COMM. GARCES

And that would be ----- from out detention officer at the jail, ----- that was one, but if we can incorporate direct supervision and be accepted by our Sheriff, see this is where you start now, thinking numbers and saying, well you can put one detention officer for how many, how many inmates?

JOE SANTOPETRO

Direct, forty-eight.

COMM. GARCES

Forty-eight. ----- says if it's indirect...

JOE SANTOPETRO

It's still more than forty-eight, the problem, the difference is you have to have two twenty-four men to one -----, twenty-four men.

COMM. ROSEL

But, Commissioner, we're gonna build it and he has, he's the custodian, he takes care of them. He's not gonna tell us how to build it, I mean we're gonna work with him. Right, we're gonna build it for him, but he has to operate it.

PAUL VAZALDUA

Yeah.

COMM. ROSEL

He's not say I want it this way, I want it that way...

COMM. GARCES

I just want us to be aware that it's gonna be very difficult, a hard decision for the Sheriff to swallow just like it's hard for us to, to reject a budget amendment. ----- to swallow the change has been out there since '77, of the indirect, it's, it's a night and day situation.

PAUL VAZALDUA

Once, once the contract is approve the next step would be to get a working committee with members of the Court, the, the and the Sheriff to sit down with the architect to begin to discuss those design concepts that, that we need to do. It's, it's a lot more technical than to say that we're gonna build a three or four cages of, of jail cells around our, our campus at this time.

COMM. ROSEL

First thing you have to do is go in there and tell us whether he can build it on the present site or not. He's gonna have to come to us with a recommendation as to where, where best to do, because -----

COMM. ARCAUTE You're gonna start that, Commissioner.

COMM. GARCES No, (inaudible)

COMM. ARCAUTE Don't get me started on that one. We've already spent a hundred and ninety-five thousand dollars and now you're, you're questioning this.

COMM. ROSEL Okay...

COMM. ARCAUTE Well, we already had a site...

JUDGE CUELLAR ----- coming sooner than we think.

COMM. ROSEL One of my references to either the present site or the forty acre site, that's my reference.

COMM. ARCAUTE Well, we're gonna have some problems with that one, I guarantee you.

COMM. ROSEL With which one?

COMM. ARCAUTE And I'm not gonna miss that one.

COMM. GARCES I'm hungry.

COMM. ROSEL What else is on the agenda?

COMM. ARCAUTE I'm gonna be out there.

COMM. GARCES We.

COMM. ARCAUTE Yes.

COMM. GARCES We, thank you.

COMM. ARCAUTE Thanks, Commissioner. No, these guys are not through with us yet. What I call litigation. Well, we got a workshop today, so what's the action, can we wait till next week to do...

COMM. GARCES Next Monday?

MARTHA SALAZAR To place it on the agenda for next Monday and you will forward any, any questions that need to be addressed by the architect.

- COMM. ROSEL** I would, what I would do with Commissioner Handy to make her feel more comfortable is call her daily on a daily basis and ask her if there's any questions because, we got lot's of things that can come up...
- MARTHA SALAZAR** Certainly.
- COMM. HANDY** Yeah.
- MARTHA SALAZAR** No, well then let's...
- COMM. GARCES** You're ----- with Raul also, right.
- COMM. HANDY** Yeah, he was gone for two weeks. He's back already.
- JUDGE CUELLAR** So, we'll hold up on, on those three. No action?
- MARTHA SALAZAR** No action on the three.
(See Exhibit V)

ADD. 1. COMMISSIONER PCT. 3

- A. Authorization to escrow donation from Coastal Corporation with Atlas & Hall, L.L.P. as trustee

Commissioner Rosel indicated that he would like for legal counsel to contact the representative of Coastal Corporation and tell them that he would like to do this project, however, he has a problem with the commencement and the termination dates of the project. He would like for the agreement to indicate that he will have this project completed before the end of the year. This is for a project regarding a road that is used by Coastal Corporation where they are willing to assist the County in the construction of this one mile stretch of road. A motion was then made by Commissioner Rosel and seconded by Commissioner Garces to accept the escrow donation from Coastal Corporation; and the agreement is that they deposit \$61,000.00 with Atlas & Hall for a donation in the construction of a road at 14 Mile Line, out in McCook and contingent that they will start and finish before December 31st, 1998.

MOTION CARRIED.
(See Exhibit W)

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

MOTION CARRIED.