

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 28<sup>th</sup> day of December 2006, there was conducted a SPECIAL Meeting of the Honorable Commissioners' Court of Cameron County, Texas, at the Courthouse thereof, in the City of Brownsville, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

BE IT FURTHER RESOLVED, that the Cameron County Commissioners' Court wishes to dedicate its proceedings in memory of Judge Darrell B. Hester.

THE COURT MET AT:

PRESENT:

3:00 P.M.

GILBERTO HINOJOSA  
COUNTY JUDGE

SOFIA C. BENAVIDES  
COMMISSIONER PRECINCT NO. 1

JOHN WOOD  
COMMISSIONER PRECINCT NO. 2

DAVID A. GARZA  
COMMISSIONER, PRECINCT NO. 3

EDNA TAMAYO  
COMMISSIONER, PRECINCT NO. 4

JOE G. RIVERA  
COUNTY CLERK

Aide A. Trejo Deputy Clerk

ABSENT:  
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The meeting was called to order by Judge Hinojosa at 3:00 P.M. He asked Reverend Bob Clark, Brownsville resident, for the invocation, and he then led the Court and audience in reciting the Pledge of Allegiance.

The Court considered the following matters as posted and filed for Record in the Office of the County Clerk on December 22, 2006 at 3:51 P.M.

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Judge Hinojosa thanked the Court for their ability to act as a “team”. He commented on three areas that he hopes the current members of the Commissioners’ Court will address once he leaves office: healthcare, economic development and an increase in law enforcement personnel.

Commissioner Tamayo thanked Judge Hinojosa for all of his work and noted that he will be remembered for paving roads, creating parks and the Rail Relocation projects.

Commissioner Wood thanked Judge Hinojosa for being fair and hearing the opinion of the entire Court. He stated that when he first came into office he was apprehensive about working with the Judge and soon realized that his concerns were unwarranted.

Commissioner Benavides thanked Judge Hinojosa for everything that he did for her late husband, Pedro “Pete” Benavides.

Commissioner Garza stated that his only regret was not getting to know Judge Hinojosa on a personal level and added that he hopes to do so in the future.

Judge Hinojosa thanked the Court for their comments.

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## **EXECUTIVE SESSION**

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Upon motion by Commissioner Garza, seconded by Commissioner Tamayo and carried unanimously, the Court met in Executive Session at 3:36 P.M. to discuss the following matters:

**(19) EXECUTIVE SESSION:**

- (A) DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF REAL PROPERTY RELATING TO PARKING FOR THE DANCY BUILDING RENOVATION PROJECT, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.072.**
- (B) DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF RIGHT OF WAY FOR THE WEST RAIL PROJECT, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.072.**
- (C) CONFER WITH COMMISSIONERS’ COURT LEGAL COUNSEL CONCERNING AGREEMENTS WITH MUTUAL OF OMAHA FOR INSURANCE FOR COUNTY EMPLOYEES, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.072(2).**
- (D) CONFER WITH COMMISSIONERS’ COURT LEGAL COUNSEL CONCERNING RED RIVER SERVICE CORPORATION’S PROPOSED SETTLEMENT OF THE OLD (MARCH 15, 2005) CONTRACT AND AUTHORITY TO ACCEPT SETTLEMENT, ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.071(1) (B) & (2).**

- (E) **CONFER WITH COMMISSIONERS' COURT LEGAL COUNSEL CONCERNING RED RIVER SERVICE CORPORATION'S PROPOSAL FOR CONTRACT EXTENSION, AND CONSIDER APPROVING CONTRACT, ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.071(2).**
- (F) **DELIBERATION REGARDING REAL PROPERTY CONCERNING THE POSSIBLE CONCESSION WITH AFFILIATED MANAGEMENT SYSTEMS, LTD FOR LAND IN ANDY BOWIE PARK, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.072.**
- (G) **CONFER WITH COMMISSIONERS' COURT LEGAL COUNSEL CONCERNING LEONARDO RINCONES VS. CAMERON COUNTY, TEXAS IN THE 107<sup>TH</sup> DISTRICT COURT; CAUSE NO. 2005-06-3057-A, FOR DISCUSSION ON MEDIATION AUTHORITY, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.071(2).**

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**NOTE: Commissioner Garza left the meeting at 4:39 P.M.**

Upon motion by Commissioner Tamayo, seconded by Commissioner Wood and carried unanimously, the Court reconvened into Regular Session at 4:49 P.M. to discuss the following matters:

**(20) ACTION RELATIVE TO EXECUTIVE SESSION:**

- (A) **DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF REAL PROPERTY RELATING TO PARKING FOR THE DANCY BUILDING RENOVATION PROJECT, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.072.**
- (B) **DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF RIGHT OF WAY FOR THE WEST RAIL PROJECT, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.072.**

Upon motion by Commissioner Wood, seconded by Commissioner Tamayo and carried unanimously, Executive Session Items No. 20 (A) and (B) were **TABLED**.

Commissioner Wood let it be known that neither of these items was discussed.

- (C) **CONFER WITH COMMISSIONERS' COURT LEGAL COUNSEL CONCERNING AGREEMENTS WITH MUTUAL OF OMAHA FOR INSURANCE FOR COUNTY EMPLOYEES, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.072(2).**

Upon motion by Commissioner Wood, seconded by Commissioner Tamayo and carried unanimously, the Status Report by Legal Counsel was acknowledged and authorization for Legal Counsel to proceed as discussed in Executive Session was approved.

- (D) **CONFER WITH COMMISSIONERS' COURT LEGAL COUNSEL CONCERNING RED RIVER SERVICE CORPORATION'S PROPOSED SETTLEMENT OF THE OLD (MARCH 15, 2005) CONTRACT AND AUTHORITY TO ACCEPT SETTLEMENT, ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.071(1) (B) & (2). (Contract No. 2006C12138)**

Commissioner Benavides moved to authorize the civil agreement.

The motion was seconded by Commissioner Wood and carried as follows:

AYE: Commissioner Benavides and Commissioner Wood

NAY: None

ABSTAIN: Commissioner Tamayo

Judge Hinojosa let it be known that Commissioner Tamayo was not present during the discussion of Executive Session Items No. 20 (D) and (E).

**The Agreement and Affidavit are as follows:**

- (E) **CONFER WITH COMMISSIONERS' COURT LEGAL COUNSEL CONCERNING RED RIVER SERVICE CORPORATION'S PROPOSAL FOR CONTRACT EXTENSION, AND CONSIDER APPROVING CONTRACT, ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.071(2). (Contract No. 2006C12139)**

Commissioner Benavides moved to approve the contract extension.

The motion was seconded by Commissioner Wood and carried as follows:

AYE: Commissioner Benavides and Commissioner Wood

NAY: None

ABSTAIN: Commissioner Tamayo

**The Agreement and Affidavit are as follows:**

- (F) **DELIBERATION REGARDING REAL PROPERTY CONCERNING THE POSSIBLE CONCESSION WITH AFFILIATED MANAGEMENT SYSTEMS, LTD FOR LAND IN ANDY BOWIE PARK, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.072.**

Upon motion by Commissioner Wood, seconded by Commissioner Tamayo and carried unanimously, the Status Report by the Parks Director was acknowledged.

- (G) **CONFER WITH COMMISSIONERS' COURT LEGAL COUNSEL CONCERNING LEONARDO RINCONES VS. CAMERON COUNTY, TEXAS IN THE 107<sup>TH</sup> DISTRICT COURT; CAUSE NO. 2005-06-3057-A, FOR DISCUSSION ON MEDIATION AUTHORITY, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.071(2).**

Upon motion by Commissioner Tamayo, seconded by Commissioner Wood and carried unanimously, authorization for Legal Counsel to proceed as directed in Executive Session was approved.

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- (1) **PUBLIC COMMENTS.**

None were presented.

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## **ACTION ITEMS**

- (2) **BUDGET AMENDMENTS, LINE ITEM TRANSFERS AND/OR SALARY SCHEDULES.**

Judge Hinojosa summarized a letter from the County Auditor regarding the issue with certification of revenues dealing with the \$200,000 contract extension with T-netix. He informed the Court that the County Auditor has recommended utilizing interest earnings from the Landmark lawsuit settlement fund while the District Attorney is reviewing the issue with using the T-netix agreement funds. He added that if and when the District Attorney has approved of the certification of revenues, the funds utilized can be reimbursed from the T-netix agreement funds.

Upon motion by Commissioner Tamayo, seconded by Commissioner Benavides and carried unanimously, the Budget Amendments, Line Item Transfers and/or Salary Schedules were approved.

**The Budget Amendments, Line Item Transfers and/or Salary Schedules are as follows:**

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- (3) **APPROVAL OF MINUTES FOR:**  
(A) **NOVEMBER 28, 2006-REGULAR MEETING**  
(B) **DECEMBER 7, 2006-SPECIAL MEETING**  
(C) **DECEMBER 12, 2006-REGULAR MEETING**

Upon motion by Commissioner Tamayo, seconded by Commissioner Wood and carried unanimously, the minutes for the November 28, 2006-Regular Meeting, December 7, 2006-Special Meeting and December 12, 2006-Regular Meeting were approved.

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- (5) **CONSIDERATION AND POSSIBLE ACTION REGARDING RENEWAL TERMS AND CONDITIONS OF THE ASO, STOP LOSS AND AGGREGATE STOP LOSS, MONTHLY PREMIUMS BETWEEN UNITED OF OMAHA LIFE INSURANCE COMPANY AND CAMERON COUNTY. (COMM. COURT)**

Judge Hinojosa-“The only thing I wanted to, we discussed this in Executive Session and I don’t really want to get into too many discussions regarding this. I just wanted to ask Mark (Yates) a question on this. What is your understanding in your discussions with Mr. Cary Malek as to who he represents? Does he represent us or does he represent Mutual of Omaha or does he represent a stop loss agency? We don’t know the answer to that question because we’ve been told by the insurance company, by Mutual of Omaha, that Mr. Johnny Cavazos and Mr. Malek are our agents. What is your understanding Mark in your dealings with these folks as to who are our agents? The reason we want to know that is because in the terms of the renewal policy that was given to us that we never approved there’s increases in the total cost to the County...”

Mr. Mark Yates, County Auditor-“Right”

Judge Hinojosa-“...of anywhere between \$500,000 and \$1,000,000. Now it may be that the total premiums went down because of the work that we’ve been doing internally in the County, but the trouble that I have and I understand your position that you didn’t understand that to be a contract that they just told us...and I know that Carey Malek stated in open session that there was some kind of an evergreen contract out there, of which we have yet to find, and we don’t agree that there’s not a renewal.”

Mr. Yates-“My understanding is that Mutual of Omaha and the County are under contract and that Carey Malek was a representative, originally an employee of Mutual of Omaha. At some given time during the year I am told, subsequently, that he no longer works for Mutual of Omaha but works directly for Johnny Cavazos who works

for, who represents Mutual of Omaha. My understanding is that Mr. Cavazos' relationship comes to the County with our agreements with Mutual of Omaha and that's the only understanding that I have."

Judge Hinojosa-"So does he represent us or does he represent Mutual of Omaha?"

Mr. Yates-"I'm not really quite sure at this stage who they represent. That's kind of what I'm interested in because when we did this deal back in 2001 and again in 2003, the agreement was with Mutual of Omaha. Now the people who showed up to do enrollments were Carey Malek, under the arrangement with Mr. Cavazos. That's my knowledge. I have no knowledge of any direct relationship between...I mean I don't know exactly the contractual arrangement between Carey Malek and Mr. Cavazos. I know that when Mr. (Manuel) Villarreal has meetings with regards to Mutual of Omaha that Carey Malek would show up and occasionally Johnny Cavazos would show up and that's my understanding."

Judge Hinojosa-"I mean I think what troubles us is that Mr. Malek came up here and he made some statements at the last meeting that suggested that whatever they did, in terms of this renewal, was an automatic kind of thing and our conclusions are otherwise. What troubles us is that there's increases in the total medical administrative fee from \$29.44 to \$32.10. We talked about the stop loss increases of \$33,000 a month last month. There's an aggregate stop loss premium rate that drops from 125% to 120%. They now will give us applicable aggregate stop loss reimbursements to be performed at year-end as opposed to monthly; that's a change in the policy. And it makes a difference because they hold onto our money for a year as opposed to reimbursing us if the opportunity arises on a monthly basis. They eliminated a bunch of procedures that are covered from the out-patient surgical procedures. They now are retaining pharmaceutical rebates that could average anywhere from \$140,000 to double that amount that we now are not receiving. And they're saying that the ASO fee has been credited according to this rebate charge and so the ASO agreement will be amended. It sounds like were getting increased charges as opposed to decreased charges."

Mr. Yates-"When Mr. Malek approached me he handed me this sheet and..."

Judge Hinojosa-"And I'm not concerned about whether or not you knew what you were being given, what I'm trying to find out is..."

Mr. Yates-"...what I'm finding out in your attorney's documentation is there was a third sheet involved in this that was not supplied to me. And so..."

Judge Hinojosa-"Which is the middle sheet"

Mr. Yates-"It was the middle sheet that has significant ..."

Judge Hinojosa-"With all the big changes"



Mr. Yates-“...terms and conditions in there. Now typically we do get copies of contracts that show how much we’re supposed to pay and to act on accordingly. I mean, that’s the way the setup works and that’s the way its worked over the last three years.”

Commissioner Tamayo-“Mark, excuse me, so you had two pages missing?”

Mr. Yates-“No I had...there were three pages that I’m aware of.”

Commissioner Tamayo-“Yes”

Mr. Yates-“Now, the first page had rates and based on how we’re supposed to setup on a per capitation amount. The last page didn’t have any documentation on it except for where...you know, I’m signing and he said, ‘This is your acknowledgement of you receiving this’. And it’s fairly typically of how rates are applied. That third page, which is 2 of 3, that was never included in...”

Judge Hinojosa-“But who gave you it to you?”

Commissioner Tamayo-“Did you notice that it was missing? Because those pages say ‘1 of 3’.”

Mr. Yates-“Right, at the time I didn’t notice that it said ‘1 of 3’ and ‘3 of 3’ and because at the time it was presented to me we were in a major move from the other building to this (Dancy Building). I looked at it, the rates all looked similar to what they had presented to me earlier. As you can see on the 26<sup>th</sup>, I think, or the 23<sup>rd</sup> document, that none of the specific terms were on the front sheet. I mean, it was just a list of rates and then they said, ‘Well this is for you to acknowledge this’. That second sheet, the middle sheet, I did not notice that it did say ‘1 of 3’ and ‘3 of 3’. You know, I looked at that and the rates looked the same. My files are in a box that are in transit; I didn’t have them necessarily to review. I knew that we were already in a plan year. We’ve were already three or four weeks into the plan year and so I handed it over to my assistant saying, ‘You need to prepare for when the billing comes in and match it against this’. Often these billing rates are not changed months into the plan year.”

Commissioner Wood-“You’re referring to the one that was dated September 26<sup>th</sup>?”

Mr. Yates-“Right. Initially and then there was one that came October 9th.”

Commissioner Wood-“And then there was one on October 9<sup>th</sup> which is the same thing? He only gave you two of three sheets?”

Mr. Yates-“I never saw the middle sheet. I mean there are two sheets and in fact I talked to him and I said, ‘You know, Mr. Malek, I never saw that third sheet.’ And he goes, ‘That’s right’.”

Commissioner Wood-“The issue that the Judge, I think, is trying to get at a little bit is who is Carey Malek working for. He signed both of these.”

Mr. Yates-“Actually they’re signed by a guy named Cory Michaels.”

Commissioner Wood-“Is that who that is?”

Judge Hinojosa-“Oh, I thought it was Carey (Malek). It looks like Carey.”

Mr. Yates-“No, it’s actually signed by an electronic signature by a Mutual of Omaha representative.”

Commissioner Wood-“Ok”

Mr. Yates-“The signature you’re seeing there is not Carey Malek, its Cory Michaels. By looking at it, you really can’t tell.”

Commissioner Wood-“I don’t know what Carey Malek...”

Judge Hinojosa-“But it’s also in the agreement it says, “add HRH of San Antonio Co-broker”; that’s Carey Malek right?”

Commissioner Wood-“That’s Carey Malek.”

Mr. Yates-“I imagine, is that on the second sheet?”

Judge Hinojosa-“Yeah”

Mr. Yates-“I mean I’ve seen the documents that you’re attorney presented to me...”

Judge Hinojosa-“Right”

Mr. Yates-“...yesterday.”

Judge Hinojosa-“And the reason, I think, that troubles us is that why would we have to approve a broker for Mutual of Omaha? That’s their deal.”

Mr. Yates-“I agree with you.”

Judge Hinojosa-“Mutual of Omaha hires their own brokers and so forth...”

Commissioner Tamayo-“And we pay for it.”

Judge Hinojosa-“...and if Mutual of Omaha is negotiating these terms with their own broker, rather than negotiating with us, but telling us that they’re negotiating it with us...I’m assuming you didn’t negotiate any of these terms right?”

Mr. Yates-“No, they’re presented to me in the fashion of say ‘here are the rates, be ready for the billing, they should match up’. Just keep in mind we did not change our specific stop loss rate. Where this is presented to me was this was notification that the rates were getting ready to start billing.”

Judge Hinojosa-“And the thing is that I think troubles us is that, you know, they’re using these terms about negotiations, but its like they’re negotiating with themselves to our detriment.”

Mr. Yates-“I can understand that.”

Judge Hinojosa-“And then handing us a contract telling us that, ‘You got to pay this’ at a point in time where we’ve...they don’t even present it to us for approval. We’re just told, ‘This is what you have to pay’ and tell you to issue the payment on that and the increases for the County...I mean, I couldn’t understand this. If he’s our agent, let me tell you something, we need to fire him as quickly as possible because he’s not acting in our interest.”

Mr. Yates-“And I understand Judge and...”

Judge Hinojosa-“Let me finish. The thing is that he gets up there and with a straight face tells us that, ‘What are we complaining about?’ Our rates have gone down, overall costs have gone down and we should be happy about that but he’s not the reason why they’ve gone down; we’re the reason that they’ve gone down because of all the policies that have been implemented in this County to get this insurance policy, get a handle on this insurance policy. It could have gone down significantly, our cost, if we didn’t have to pay all these amounts that we were not told we had to pay. Who were supposedly negotiated by someone who claims that they negotiated with our agent, who we claim is not our agent, but is their agent. So they’re negotiating with one another.”

Commissioner Wood-“It was never brought to us.”

Mr. Yates-“In fact, in 2004 and 2005 it looks like it was never brought to you. In your packet, provided by your attorney, there is a 2005 document that was e-mailed to myself and Mr. Villarreal and when I printed it out, I noticed that there was a number of terms and conditions associated with that document and as you can see on the cover of that I said ‘To Doug Wright’ or ‘To Doug’ and sent it up there for him to review. That itself was not even brought to the Commissioners’ Court.”

Judge Hinojosa-“Did you ever see that movie ‘Lord of the Rings’?”

Mr. Yates-“No, I actually haven’t seen any of those.”

Judge Hinojosa-“Who saw ‘Lord of the Rings’? Everybody saw ‘Lord of the Rings’, you have to seen ‘Lord of the Rings’; it’s a great movie. There’s a guy named Gollum and he negotiates with himself about whether to kill the good guy in the movie. And he talks to himself and he talks to himself and he goes back and forth; he’s got two different personalities. Then he finally...the guy, the bad guy makes the decision to kill the good guy at the end of the movie. In the negotiations the bad guy wins the negotiation because he did. I get the feeling that’s what happened here. Mutual of Omaha is negotiating with itself to decide what to do to us without telling us about it.”

Mr. Yates-“I’m not sure if Mutual of Omaha is actually doing the negotiations.”

Judge Hinojosa-“Well, they are because we’re not... you told me Mark that they didn’t negotiate with you, they didn’t negotiate with Mike, they didn’t negotiate with Mr. Villarreal, they certainly didn’t negotiate with my

office or any of the members of the Commissioners' Court, so the only person they could have negotiated with was their own broker, themselves."

Mr. Yates-"You're right..."

Commissioner Tamayo-"To their advantage"

Mr. Yates-"...a broker and Mutual and HRH and I don't know where Cavazos Insurance fits."

Judge Hinojosa-"Who pays HRH? Do you know?"

Mr. Yates-"I actually don't have any direct knowledge. I can get..."

Judge Hinojosa-"Do we pay them?"

Mr. Yates-"No, all we pay is Mutual of Omaha."

Judge Hinojosa-"But is any increase in fees that we pay now to Mutual of Omaha are attributed to bringing in this co-broker?"

Mr. Yates-"I don't have the knowledge of that."

Judge Hinojosa-"Who would know that?"

Mr. Yates-"Mutual of Omaha and the broker."

Judge Hinojosa-"But they've never told us that they're going to increase our fees because they're going to bring this guy in as a co-broker?"

Mr. Yates-"No, I don't have the knowledge of that."

Judge Hinojosa-"What does a co-broker do that the broker doesn't already do?"

Mr. Yates-"I don't know. I mean, I don't have the knowledge of that."

Commissioner Tamayo-"I really have a concern that on our staff there is no one that really knows what is going on."

Mr. Yates-"Well, I don't know the financial arrangements between Johnny Cavazos' Insurance Company and HRH. I don't know that. All I know is what we pay Mutual of Omaha. What they do with their funds I have no knowledge."

Commissioner Tamayo-"Well I think as a Court, we need to start finding out who we're going to hold accountable and do something about it."

Judge Hinojosa-"Alright, thank you Mark. Do I hear a motion to acknowledge discussion?"

Commissioner Tamayo-"So moved."

Commissioner Wood-"Second."

Judge Hinojosa-“Motion by Commissioner Tamayo, second by Commissioner Wood. Any further discussion? All those in favor signify by stating ‘aye’.”

Commissioner Tamayo, Commissioner Wood and Commissioner Benavides-“Aye”

Judge Hinojosa-“All those opposed? Motion carries.”

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**(6) DISCUSSION AND ACTION REGARDING CERTIFICATION OF ADDITIONAL REVENUES AND DIRECTION REGARDING UNBUDGETED AND OVER BUDGETED COUNTY EXPENDITURES. (MY-AUDITOR) (TABLED)**

Upon motion by Commissioner Tamayo, seconded by Commissioner Benavides and carried unanimously, this Item was **TABLED**.

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**(7) CONSIDERATION AND APPROVAL OF THE CREATION OF AN OFFICE ADMINISTRATOR FOR THE CONSTABLE PRECINCT NO. 2 DEPARTMENT. (AG-CONSTABLE PCT. 2)**

Judge Hinojosa asked if the position would be funded through Fund 90.

Constable Precinct No. 2 Abel Gomez replied in the affirmative.

Commissioner Benavides asked for more explanation on this item.

Constable Gomez informed the Court that he is requesting an office administrator to assist in tracking the funds that are coming in through Fund 90. He stated that the person hired will man the substation located in Cameron Park.

Commissioner Tamayo questioned why the position is listed as temporary.

Constable Gomez replied that he hopes to fund the position for the remainder of the fiscal year and added that if there are no funds available at that time or the position is deemed unnecessary, then the position will be eliminated.

Upon motion by Commissioner Benavides, seconded by Commissioner Wood and carried unanimously, the Creation of an Office Administrator for the Constable Precinct No. 2 Department was approved.

**The Documentation is as follows:**

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**(8) CONSIDERATION AND APPROVAL OF A RESOLUTION  
ADOPTING GUIDELINES AND CRITERIA GOVERNING TAX  
ABATEMENT AGREEMENTS IN THE HARLINGEN  
INDUSTRIAL PARK ENTERPRISE ZONE. (FB-PD & M)  
(Resolution No. 2006R12028)**

Upon motion by Commissioner Wood, seconded by Commissioner Benavides and carried unanimously, the Resolution Adopting Guidelines and Criteria Governing Tax Abatement Agreements in the Harlingen Industrial Park Enterprise Zone was approved.

**The Resolution is as follows:**

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(9) **CONSIDERATION AND APPROVAL OF A TAX ABATEMENT AGREEMENT WITH GLH, LLC AND/OR CARDONE INDUSTRIES IN THE HARLINGEN INDUSTRIAL PARK ENTERPRISE ZONE. (FB-PD & M) (Contract No. 2006C12109)**

Mr. Frank Bejarano, PD&M Director, clarified that the tax abatement agreement is with GLH, LLC and not Cardone Industries.

Upon motion by Commissioner Tamayo, seconded by Commissioner Wood and carried unanimously, the Tax Abatement Agreement with GLH, LLC and/or Cardone Industries in the Harlingen Industrial Park Enterprise Zone was approved.

**The Agreement is as follows:**

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**(4) APPROVAL OF CLAIMS.**

Commissioner Tamayo moved that the all of the Claims be approved.

The motion was seconded by Commissioner Wood and carried unanimously.

**The Claims are as follows:**



## CONSENT ITEMS

ALL ITEMS UNDER THE CONSENT AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED, AND APPROPRIATE ACTION TAKEN SEPARATELY.

Commissioner Tamayo moved to approve the "Consent and Travel Items".

The motion was seconded by Commissioner Benavides and carried unanimously.

- (10) **CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT TO CONTRACT NO. 2006C11077 BETWEEN CAMERON COUNTY AND LAGUNA MADRE WATER DISTRICT. (DJV-LEGAL) (Contract No. 2006C12115)**  
**The Amendment is as follows:**
- (11) **CONSIDERATION AND POSSIBLE APPROVAL OF A CONTRACTUAL AGREEMENT BETWEEN CAMERON COUNTY (PARKS) AND JOE FORTUGNO FOR THE BINGO DIRECTOR FOR THE WINTER PARK GUESTS. (JM-PARK SYSTEM) (Contract No. 2006C12140)**  
**The Agreement is as follows:**
- (12) **CONSIDERATION AND AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS FOR THE FOLLOWING COUNTY PARK PROPERTY LOCATIONS IN BOTH ISLA BLANCA AND ANDY BOWIE PARK. (JM-PARK SYSTEM)**
  - (A) SONNY'S BEACH SERVICES
  - (B) FUN N SHADE
  - (C) ISLAND FUN SPOT
  - (D) LA PLAYA BEACHWEAR
  - (E) JETTIES BAIT STAND
  - (F) BEACH SNACKS
  - (G) OASIS
- (13) **CONSIDERATION AND APPROVAL TO SUBMIT AN APPLICATION FOR THE 2007 EMERGENCY MANAGEMENT PERFORMANCE PLAN. (TH-EMERGENCY MANAGEMENT)**
- (14) **CONSIDERATION AND AUTHORIZATION TO BID FOR THE CAMERON PARK ROADWAY AND DRAINAGE IMPROVEMENTS – SECTION 3, CONCRETE INLETS, MANHOLES AND HAULING SERVICES FOR ROAD MATERIAL REMOVAL AND DEBRIS DISPOSAL. (PS-DEPT. OF TRANSPORTATION)**  
**The Documentation is as follows:**
- (15) **CONSIDERATION AND AUTHORIZATION TO BID NORTHEAST PARKING LOT LANDSCAPE & IRRIGATION IMPROVEMENTS FOR THE CAMERON COUNTY ADMINISTRATIVE BUILDING. (PS-DEPT. OF TRANSPORTATION)**  
**The Documentation is as follows:**
- (16) **CONSIDERATION AND APPROVAL OF TIME EXTENSION FROM FEBRUARY 14, 2007 TO FEBRUARY 14, 2008 FOR PROVIDING SEWER FACILITIES (SEPTIC SYSTEMS) AT HERON COVE SUBDIVISION, PRECINCT NO. 4. (PS-DEPT. OF TRANSPORTATION)**  
**The Documentation is as follows:**
- (17) **CONSIDERATION AND APPROVAL OF TIME EXTENSION FROM DECEMBER 31, 2006 TO DECEMBER 15, 2008 FOR PROVIDING SEWER FACILITIES (SEPTIC SYSTEMS) AT TAROS SUBDIVISION, PRECINCT NO. 4. (PS-DEPT. OF TRANSPORTATION)**  
**The Documentation is as follows:**

## TRAVEL ITEMS

- (18) **CONSIDERATIONS AND AUTHORIZATION TO TRAVEL/OR APPROVAL OF TRAVEL EXPENSE FOR THE FOLLOWING (PLEASE NOTE: TRAVEL REQUESTS ARE SUBJECT TO ALL APPLICABLE COUNTY POLICIES):**
- (A) **WIC DIRECTOR, TO TRAVEL TO AUSTIN, TX, ON 1/8-9/07, TO ATTEND A TEXAS WIC EBT MEETING.**
  - (B) **JUVENILE PROBATION FACILITY ADMINISTRATOR, TO TRAVEL TO AUSTIN, TX, ON 1/8-11/07, TO ATTEND TJPC WORKGROUP MEETING.**
  - (C) **JUVENILE PROBATION EMPLOYEES (2), TO TRAVEL TO AUSTIN, TX, ON 2/7-10/07, TO ATTEND "17<sup>TH</sup> ANNUAL TAAE CONFERENCE & EXHIBITION."**
  - (D) **DISTRICT ATTORNEY, ASSISTANT DISTRICT ATTORNEYS (2), TO TRAVEL TO SAN ANTONIO, TX, ON 1/8-10/07, TO ATTEND THE SOUTH TEXAS HIDTA EXECUTIVE COMMITTEE MEETING AND MEETING WITH EL PASO DISTRICT ATTORNEY.**
  - (E) **UNIFIED NARCOTICS INTELLIGENCE TASK FORCE DIRECTOR, TO TRAVEL TO SAN ANTONIO, TX, ON 1/8-10/07, TO ATTEND THE STX HIDTA EXECUTIVE COMMITTEE MEETING.**

- (10) CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT TO CONTRACT NO. 2006C11077 BETWEEN CAMERON COUNTY AND LAGUNA MADRE WATER DISTRICT. (DJV-LEGAL)  
(Contract No. 2006C12115)**

**The Amendment is as follows:**

- (11) CONSIDERATION AND POSSIBLE APPROVAL OF A CONTRACTUAL AGREEMENT BETWEEN CAMERON COUNTY (PARKS) AND JOE FORTUGNO FOR THE BINGO DIRECTOR FOR THE WINTER PARK GUESTS. (JM-PARK SYSTEM) (Contract No. 2006C12140)**

**The Agreement is as follows:**

- (14) **CONSIDERATION AND AUTHORIZATION TO BID FOR THE CAMERON PARK ROADWAY AND DRAINAGE IMPROVEMENTS – SECTION 3, CONCRETE INLETS, MANHOLES AND HAULING SERVICES FOR ROAD MATERIAL REMOVAL AND DEBRIS DISPOSAL. (PS-DEPT. OF TRANSPORTATION)**  
**The Documentation is as follows:**

- (15) CONSIDERATION AND AUTHORIZATION TO BID NORTHEAST PARKING LOT LANDSCAPE & IRRIGATION IMPROVEMENTS FOR THE CAMERON COUNTY ADMINISTRATIVE BUILDING. (PS-DEPT. OF TRANSPORTATION)**  
**The Documentation is as follows:**

- (16) CONSIDERATION AND APPROVAL OF TIME EXTENSION FROM FEBRUARY 14, 2007 TO FEBRUARY 14, 2008 FOR PROVIDING SEWER FACILITIES (SEPTIC SYSTEMS) AT HERON COVE SUBDIVISION, PRECINCT NO. 4. (PS-DEPT. OF TRANSPORTATION)**

**The Documentation is as follows:**

- (17) **CONSIDERATION AND APPROVAL OF TIME EXTENSION FROM DECEMBER 31, 2006 TO DECEMBER 15, 2008 FOR PROVIDING SEWER FACILITIES (SEPTIC SYSTEMS) AT TAROS SUBDIVISION, PRECINCT NO. 4. (PS-DEPT. OF TRANSPORTATION)**

**The Documentation is as follows:**



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There being no further business to come before the Court, upon motion by Commissioner Tamayo, seconded by Commissioner Benavides and carried unanimously, the meeting was **ADJOURNED** at 5:17 P.M.

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**APPROVED** this 23<sup>rd</sup> day of **January 2007**.

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**COUNTY JUDGE**

**ATTEST:**

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**JOE G. RIVERA,  
COUNTY CLERK AND EX-OFFICIO CLERK  
OF THE COMMISSIONERS' COURT OF  
CAMERON COUNTY, TEXAS**