



Mayor Oscar D. Montoya  
Mayor Pro-Tem Joe Martinez  
Commissioner Armando Garcia

Commissioner Jacob Howell  
Commissioner Ruben Saldana  
City Manager Alberto Perez

MERCEDES CITY COMMISSION  
REGULAR MEETING  
JUNE 21, 2022 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS  
400 S. OHIO AVE., MERCEDES, TX 78570

“At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.”

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Open Forum-**

Maximum length of time of forum is forty-five minutes with individual presentations limited to a maximum of five minutes. The City Commission can take no formal action on any city related matter discussed during the open forum. Persons who wish to participate in this portion of the meeting shall sign up as they arrive, indicating the topic about which they wish to speak. No one will be able to sign up **AFTER 6:20 PM**. The information required for signing up must be completed by that time. No public comments will be allowed during any agenda item unless recognized by the Mayor or if the item requires a public hearing. State your name and address before beginning your presentation.

There can be no comments about specific employees. By Charter, the City Manager is exclusively given authority over personnel matters, including complaints against city personnel. All complaints against city personnel will be addressed pursuant to Mercedes Personnel Policies. Comments must not be repeated and the Commission is not required to answer any question from the public. Any person who decides to directly question any member of the City Commission will be asked to discontinue their comments. The City Secretary's office representative will be responsible for notifying each presenter that their five-minute time limit has expired.

6. **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
  - a. Approval of Minutes for Meeting(s) held June 7, 2022.
  - b. Second and final reading of Ordinance No 2022-09 to update the Planning Permit Fees
7. **City Manager Comments**
  - a. Recognition of Mercedes Police Department Personnel
8. **Ordinance/Resolutions:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
  - a. Ordinance # 2022-10 To rezone Grosshauser's Subdivision Lot 5 and 6, and the Est 3 Acres of Lot 4 from Class "N" Newly Annexed to Class "C-1" Apartment District; Applicant: Tiki Land Company (ACM)
9. **Management Item(s):** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
  - a. The National Fitness Campaign (ACM)
  - b. Approving the Paramedic Certification Program. (Fire Chief/State Rep)
  - c. Directing the City Manager to develop an Inflation/Recession Emergency Financial Plan (Comm Howell & Martinez)
  - d. Directing City manager to develop an RFP for Broadband Service (Comm Howell & Martinez)
10. **Bids/Contracts:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
  - a. Directing City Manager and Legal to execute contract with Marco A. Arredondo, Inc for Energy Representative Services.(City Manager)
  - b. Approval of additional LaserLux Printer for the Police Department. (Int. Police Chief)
  - c. Approval of Memorandum of Understanding (MOU) Addendum between the Children's Advocacy Center of Hidalgo and Starr Counties and the Mercedes Police Department. (Int. Police Chief)
11. **Monthly Departmental Reports:**
  - a. Police Department, Fire Department, Library, Finance, City Secretary/HR, Planning, Municipal Court
12. **Executive Session:** *Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)*

- a. Discussion regarding Project V – Section 551.087 Texas Gov't Code Annotated – Economic Development.
- b. Consultation with Attorney regarding Police Department Building – Section 551.071
- c. Consultation with Attorney regarding contract renewals – Section 551.071
- d. Discussion regarding city business development projects – Section 551.087

**13. Open Session:** *Discuss, Consider, and Possibly Take Action Regarding*


- a. Item A listed in executive session
- b. Item B listed in executive session
- c. Item C listed in executive session
- d. Item D listed in executive session

**14. Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a ***Regular Meeting*** on Tuesday, June 21, 2022 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 17<sup>TH</sup> DAY OF JUNE, 2022.

ATTEST:

  
\_\_\_\_\_  
Joselyn Castillo, City Secretary  
Time of Posting: 4:20 P.M.

**ACCESSIBILITY STATEMENT**

**The City of Mercedes recognizes its obligations under the Americans with Disabilities Act of 1990 to provide equal access to individuals with disabilities. Please contact the City Manager's Office at (956) 565-3114 at least 48 hours in advance of the meeting with requests for reasonable accommodations, including requests for a sign language interpreter.**

**MERCEDES CITY COMMISSION  
REGULAR MEETING  
JUNE 7, 2022 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya Sr.	Mayor
	Joe Martinez	Mayor Pro-Tem
	Armando Garcia	Commissioner
	Jacob Howell	Commissioner
	Ruben Saldana	Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez	City Manager
	Martie Garcia-Vela	City Attorney
	Joselynn Castillo	City Secretary
	Javier Ramirez	Asst. City Manager
	Kristine Longoria	Human Resources
	Ervin Vilchis	IT Assistant
	Blanca Sanchez	Interim Chief of Police
	Meredith Hernandez	Chief Accountant
	Joaquin Hernandez	Public Works Director
	Richard Morin	Recreation Direction
	Javier Campos	Fire Chief
	Marisol Vidales	Library Director

**OTHERS PRESENT:** Axel Vallejo, Brianna Casares, Isaias Rodriguez, Isaac Huacuja, Ramon Mejia, Hector Castillo, Yolanda Molina, Rick Ramos

**1. CALL MEETING TO ORDER**

Mayor Montoya welcomed everyone and called the meeting to order at 6:30 p.m.

**2. ESTABLISH QUORUM**

All members of the Commission were present which constitutes a full quorum.

**3. INVOCATION**

Mayor Montoya said the Invocation.

**4. PLEDGE OF ALLEGIANCE**

Commissioner Saldana led in the Pledge of Allegiance.

**5. OPEN FORUM**

- Mr. Ramon Mejia addressed the Commission about professionalism due to the agenda having the former Commissioners listed at the top. He stated that a Commissioner's platform was to stop the negativity and added that they are not negative, they are concerned. Mr. Mejia later stated he would like the sidewalks cleaned in front of the theater and recommends hiring a professional company to clean the downtown area. Mr. Mejia then welcomed the new Commission.
- Mr. Hector Castillo addressed the Commission regarding the Keep Mercedes Beautiful project for a Butterfly Garden. Mr. Castillo stated that KMB now has 2 National Certifications and they are working diligently on the Community Garden.

- Ms. Yolanda Molina expressed her concern for the protection and security of the students at school. She stated that the people have been ignored and the City has hit rock bottom. Ms. Molina added that if the Commission is not listening to the community then they are not doing their service. Ms. Molina stated she takes pride in her city and streets and that there is no connection in Mercedes. She expects the Commission to do their job when representing the City.
- Mr. Albert Cano thanked the Hidalgo County Precinct 1 Commissioner David Fuentes and Raul Sesin for the Drainage Improvements in Mercedes and the Mile 8 North Road Improvements. He added that EMS was contacted and they were responsive and professional. Mr. Cano informed everyone of the call for EMS was a heart attack and EMS saved the patient's life. He added that EMS was well trained and having the Commission support helps morale.

**6. CONSENT AGENDA:**

- a. Approval of Minutes for Meeting(s) held May 17, 2022 & May 26, 2022.**
- b. Approval of Budget Amendment from Human Resources to Police Vehicle Maintenance.**

Mayor Pro-Tem Martinez made a motion to approve consent agenda items A & B. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

**7. CITY MANAGER COMMENTS:**

- a. Proclamation for the Mercedes High School Softball Team (Comm. Howell & Martinez).**

Mayor Montoya presented the proclamation to the Mercedes High School Softball Team.

- b. Recognition and Welcome of New Corporals**

The Corporals were not present for this item. No action required.

- c. Update on continued preparations for potential drop in revenue due to continued economic uncertainty. (Comm Howell & Martinez)**

Commissioner Howell stated that the national inflation rate has increased 8.6 percent and are currently at 8.3 percent. He stated to prepare, the City needs to be proactive and have a financial plan in place. Commissioner Howell added he does not want to cut employees or services to the community. Mr. Perez stated he monitors the budget and the City has a fund policy was approved. He added that the city is well on the way to the target goal and there is a 3-month reserves. Mr. Perez stated that his plan does not impact essential services and there are monies due to unfilled positions. Mr. Perez agrees to solidify what the city is practicing.

- d. Update on TIRZ and Opportunity Zone**

Mr. Perez informed the Commission that the TIRZ is being straightened out and the County Auditors are reviewing all the information sent by the City. He stated that the TIRZ is for business incentives. Commissioner Howell stated he would like job creation to bring in revenues to the City by stating the larger tax base, the more opportunity to provide.

Mayor Montoya called the meeting into executive session at 7:08 p.m.

**8. EXECUTIVE SESSION:**

- a. Discussion and Consultation with Attorney regarding personnel matters -Section 551.074
- b. Consultation with Attorney regarding industrial waste – Section 551.071
- c. Consultation with Attorney regarding update on legal matters – Section 551.071
- d. Deliberation with Attorney regarding Real Property Encroachment – Section 551.072
- e. Deliberation with Attorney regarding procurement of Real Property – Section 551.072
- f. Deliberation with Attorney regarding contract for Waste Connections – Section 551.071
- g. Consultation with Attorney regarding Water Rate Study – Section 551.071

Mayor Montoya called the meeting back to order at 9:56 p.m. At this time, the Commission moved to item 9D.

**9. ORDINANCE/RESOLUTIONS: *Present, Discuss, Consider, and Possible Take Action Regarding:***

**a. Resolution #2022-07 for Request to Increase the Credit Card Limit.**

Ms. Meredith Hernandez addressed the Commission requesting to increase the credit card limit from \$10,000 to \$20,000 and requested an additional card for the same account. Ms. Hernandez added that due to COVID restriction being lifted there has been more travel and Hotels are no longer accepting checks; therefore, the credit card is used for the payment and the credit card is mostly used for emergencies. Mr. Perez informed the Commission that a P.O Request is required and approval needed prior to the release of the credit card. Mayor Pro-Tem Martinez motioned for approval. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

**b. Resolution #2022-08 to update Bank Signatories**

Mayor Pro-Tem Martinez made a motion to approve resolution 2022-08. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

**c. Resolution #2022-09 to approve the Funding Opportunity Announcement for WaterSMART Drought Response Program: Drought Resiliency Projects for Fical Year 2023.**

Commissioner Howell made a motion to approve. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously. City Engineer Isaac Huacuja informed the Commission that the resolution is to request approval to submit for a grant. The grant they are applying for is a 50% match up to three million dollars. The project of for a water reservoir for clean drinking water and to possibly provide a 30 day water storage for three weeks. Mr. Perez stated that if the City gets awarded then the city can still decline if its not feasible.

**d. Resolution #2022-10 to resell properties acquired through tax foreclosure proceedings.**

Commissioner Howell made a motion to approve Resolution 2022-10. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously. At this time the Commission returned to item 9A.

**e. Ordinance #2022-08 to implement the recommended water rate schedule based on recommendations from the Water Rate Study.**

Mr. Jeff Snowden presented to the Commission the water rate study. He stated he recommends the City go easier on residential and heavier on Multi-Family and Small Business and Outside City limits. Mr. Snowden provided a comparison of the rates in Mercedes to the surrounding cities. Mr. Snowden stated the Mercedes had the same minimum rate for all meters. He stated that the recommendation will address the bond rating concerns, will pay operations, pay debts, and have revenues. He recommended a gradual increase for the next five years with the first increase being July 1, 2022 then October 1, 2023. Mayor Pro-Tem Martinez made a motion to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. Commissioner Saldana thanked Mr. Snowden for his work on the Water Rate Study.

**f. Ordinance #2022-09 to update the Planning and Building Permit Fees.**

Mayor Pro-Tem Martinez made a motion to approve. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

**10. MANAGEMENT ITEMS: *Present, Discuss, Consider, and Possibly Take Action Regarding:***

**a. Elida Fest Sponsorship Request**

Mr. Rick Ramos addressed the Commission about a project they began to bring Tejano music to the schools. The project included having a music festival in Mercedes at the Rio Grande Livestock Show Grounds for an academic scholarship and is requesting sponsorship from the City. Mr. Ramos stated they are looking at having the event annually. The concert will be July 30, 2022. He stated the sales tax revenues will go to Mercedes and La Quinta will be the official hotel. Mr. Ramos stated they will have five digital billboards. At a question, Mr. Ramos estimated \$90K in revenues and stated that they will donate half of the proceeds to the scholarship fund. Commissioner Howell made a motion to approve. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously. Mr. Ramos added that the tickets will be \$10 for the concert.

**b. Appointing a Member from the Commission to the DCM Marketing Committee**

Mayor Pro-Tem Martinez made a motion to appoint Commissioner Howell to the DCM Marketing Committee. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

**c. Approval on new Appointment of Member to the Keep Mercedes Beautiful Committee.**

Mayor Pro-Tem Martinez made a motion to appoint Ms. Janet Schofield. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

**d. Partnership to promote improved maintenance of the downtown area.**

Commissioner Saldana stated that he was briefed by EDC about entering an agreement to clean the downtown area to promote business development.

Commissioner Garcia stated this would revitalize the downtown area. No action was required.

**11. BIDS/CONTRACTS: *Discuss, Consider, and Possibly Take Action Regarding:***

**a. Directing City Manager and Legal to renew the contract with Waste Connections**

Mayor Pro-Tem Martinez made a motion to proceed as discussed in executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

**12. OPEN SESSION: *Present, Discuss, Consider, and Possibly Take Action Regarding:***

**a. Item A listed in executive session.**

No action was taken on this item.

**b. Item B listed in executive session**

Mayor Pro- Tem Martinez made a motion to proceed as discussed in executive session. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

**c. Item C listed in executive session**

Commissioner Howell made a motion to proceed with legal team and move forward. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

**d. Item D listed in executive session**

Mayor Pro-Tem Martinez motioned to proceed as discussed in executive session. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

**13. ADJOURNMENT**

Commissioner Saldana motioned to adjourn. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 10:59 P.M.

ORDINANCE NO. 2022 - 09

**AN ORDINANCE AMENDING ORDINANCE 2007-21 ADOPTING VARIOUS STANDARD CODES RELATING TO PERMIT AND INSPECTION ACTIVITIES OF THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS; AMENDING EXHIBIT "A" FEE SCHEDULE BUIDLING PERMIT FEES; ESTABLISHING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the desire of the City of Mercedes to update the fee schedule attached as Exhibit "A" to undertake numerous tasks that deal with construction of buildings, planning and developing of properties.

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, THAT ORDINANCE 2008-11, ORDINANCE 2012-01 AND 2017-06, EXHIBIT "A" FEE SCHEDULE IS HERBY AMENDED TO READ AS FOLLOWS:**

**SECTION I. Permit Fees**

- (a) *Schedule of fees.* The following fees shall be charged for the work shown. Other fees may be required under other ordinances. In the event that a permit is to be issued for work not shown below, a fee shall be charged based upon a category of work shown which most nearly resembles the wok intended. The permit fees listed may be doubled if work is started prior to the permit being issued.
- (b) *Investigation fee.* Any person who commences any work on any building or structure; or any electrical, gas, plumbing, or mechanical system before obtaining the necessary permits shall be subject to an investigation fee equal to the fee included in the permit fee schedule. The investigation fee shall be in addition to the regular permit fee.
  - a. *Contractor Registration.* It shall be unlawful for any person who is not registered by the City as a sign, concrete, electrical, plumbing, mechanical, irrigations, house moving, fuel tank installer, maintenance worker for apartments (plumbing/mechanical), or general contractor to secure a permit as provided for in this code, except that homeowners may obtain permits to perform work at a residence for which they have a homestead tax exemption and in which they live.
  - b. *Method of registration.* To register with the City as a contractor, application shall be made in writing on forms furnished by the building Official for that purpose along with the registration fee as required in this section.
  - c. *Contractor registration renewal.* Every contractor registration provided for in this code shall expire one year following the date of its issuance and shall be renewed by the building official upon application and upon the payment to the City of the required renewal fee.

**SECTION II. Cumulative Provision**

Any ordinance, regulation, policy, or executive order that is in conflict with the fees reflected in Section I and Exhibit "A" of this ordinance shall be deemed superseded, null, and void.

**SECTION III. Severability Provision.**

Should any sentence, provision, phrase or specific fee be deemed to be invalid or unconstitutional by a court of competent jurisdiction, the remaining components shall be deemed to be in full force and effect.

SECTION IV. Effective Date.

The fees established by this ordinance shall be in full force and effect upon publication of the caption of this ordinance in a newspaper of general jurisdiction.

**READ, DISCUSSED, AND APPROVED ON THIS THE 7<sup>TH</sup> DAY OF JUNE, 2022. 1<sup>ST</sup> READING OF ORDINANCE.**

**APPROVED AND ADOPTED ON THIS THE 21<sup>ST</sup> DAY OF JUNE, 2022. 2<sup>ND</sup> READING OF ORDINANCE.**

ATTEST:

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Oscar D. Montoya Sr., Mayor

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Joselynn Castillo, City Secretary

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Martie Garcia-Vela, City Attorney

## **EXHIBIT "A"**

### **Fee Schedule**

#### **Base Residential Building Permit Fee Schedule**

##### **Residential Building Permit Fee – Based on Square Feet**

0-1,200 sq. ft.	0.30 cents per square ft.
1,201 – 2,000 sq. ft.	0.30 cents per square ft.
2001 sq. ft. and up	0.30 cents per square ft.

\*A non-refundable plan review fee of \$150.00 shall be assessed to all Residential building permit applications at time of submittal.

#### **Base Commercial Building Permit Fee Schedule**

Commercial Building permit fees charged, including Multi-Family, for: New Construction, Additions, Alterations, Remodels & Repairs of a building, shall be based on the current International Code Council building schedule of valuation amounts per square foot of improvement adopted every year.

<b><u>Construction Value</u></b>	<b><u>Fee</u></b>
\$0 and up to \$2,000	\$65.00
\$2,001 and up to \$25,000	\$66.00 for 1 <sup>st</sup> \$2,000 Plus \$13.25 ea. addtl. \$1,000 or fraction
\$25,001 and up to \$50,000	\$367.25 first \$25,000 Plus \$10.25 ea. addtl. \$1,000 or fraction

\$50,001 and up to \$100,000	\$605.25 first \$50,000 Plus \$7.25 ea. addtl. \$1,000 or fraction
\$100,001 and up to \$500,000	\$932.25 first \$100,000 Plus \$5.25 ea. addtl. \$1,000 or fraction
\$500,001 and up to \$1,000,000	\$3,032.25 first \$500,000 Plus \$5.25 ea. addtl. \$1,000 or fraction
more than \$1,000,000	\$5,263.25 first \$1,000,000 Plus \$3.25 ea. addtl. \$1,000 or fraction

\*A non-refundable plan review fee shall be assessed to all Commercial and Multi-Family Building (three or more dwelling units in a building), Single, and Two-Family Residential building permit applications at the time of submittal. A building permit application is not considered received until the plan review fee has been paid. The non-refundable plan review fee shall be assessed at 35% of the building permit fee.

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### **Contractor Permit Fees**

1. There shall be a license registration fee of one hundred twenty-five dollars (\$150.00) for all electrical, plumbing, and mechanical contractors conducting business in the City of Mercedes.
2. There shall be a renewal fee of seventy-five dollars (\$100.00) for all electrical, plumbing, and mechanical contractors conducting business in the City of Mercedes.

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### **Demolition Permit Fees**

0 to 1,000 sq. ft.	\$100.00 + inspection fee
Plus for every addtl. 500 sq. over 1,000 sq. ft.	\$20.00
Inspection fee	\$25.00

## **Demolition Permit Fees Continued**

Reinspection fee	\$50.00
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## **Mechanical Permit Fees**

Applies to new or alterations/additions to existing systems

Base Permit Fee	\$45.00
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Reinspection	\$25.00
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Heating, Ventilation, Ductwork, Air Conditioning and Refrigeration Systems:

1 ton basis for the first 4 tons (each)	\$6.00
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Each ton between 4 and 10 tons	\$3.00
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Each ton above 10 tons	\$1.50
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All boilers (based on BTU input)

33,000 BTU to 165,000 BTU	\$5.00
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1650,001 BTU to 330,000 BTU	\$10.00
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330,001 BTU to 1,165,000 BTU	\$15.00
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1,165,000 BTU to 3,300,000 BTU	\$20.00
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Over 3,300,001 BTU	\$25.00
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## **Plumbing Permit Fees**

Base Permit Fee	\$45.00
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Reinspection Fee	\$50.00
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Each Plumbing Fixture	\$5.00
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Floor Drain or Trap	\$12.00
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Water Heater	\$6.00
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Installation/Repairs of Water Piping	\$12.00
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Repair/alt. of Drainage or Vent Piping	\$12.00
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Vacuum Breakers or Backflow Device	
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installed after install of piping	\$3.00
Irrigation/Sprinkler System	\$50.00
Grease Trap	\$25.00
Septic Tank	\$25.00

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#### **Gas Permit Fees**

Base Permit Fee	\$45.00
Reinspection Fee	\$35.00
Gas Line Test	\$30.00
Gas Line Repair	\$10.00

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#### **Electrical Permit Fees**

Base Permit Fee	\$45.00
Reinspection Fee	\$35.00
New Meter Service	\$25.00
Replace/Upgrade Meter Service	\$20.00
Reconnect (Residential)	\$35.00
Reconnect (Commercial)	\$60.00
Temporary Pole Fee	\$15.00
Working Clearance	\$35.00
Each Circuit	\$4.00
Each Motor	\$2.50
Each Sign or Decorative Light	\$2.50
Each 220 Volt Fixture	\$2.50
Each Outlet/Light Switch	\$0.40

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#### **RES-Check Compliance Report Fees**

Review of RES-Check Compliance Report (Residential)	\$20.00
Review of RES-Check Compliance Report (Nonresidential)	\$50.00

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#### **Certificate of Occupancy Fee**

**Excludes Single-Family**

0 -1,999 sq.ft.	\$75.00
2,000 – 4,999 sq.ft.	\$150.00
5,000 – 7,999 sq.ft.	\$250.00
Over 8,000 sq. ft.	\$400.00

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**Administrative Fees**

Reprint of any Lost Permits	\$30.00
Lien Processing (any type)	\$85.00
Conditional Use Permit	\$200.00
Conditional Use Renewal	\$25.00
Rezone	\$300.00
Variance	\$250.00
Building Code Variances	\$100.00
Business Licenses	\$25.00
Subdivision Plat Fee	\$600, plus a \$30 per lot fee
Plat Filing Fee	\$100.00 (10 acres or less) \$150.00 (10 – 50 acres) \$250.00 (50+ acres)
Replat Filing Fee	\$250.00
Pre-Construction Conference	\$100.00
Materials Testing Fee	3.5% of construction cost
Development Inspection Fee	3% of construction cost
Multi-Page Questionnaire	\$150.00
Zoning Verification Letter	\$15.00

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**Health Inspections/Code Enforcement Fees**

All Health Inspections fees are charged yearly and include quarterly inspections

Restaurants/Convenience/Grocery	\$250.00
Bars/Lounges	\$250.00
Meat and Seafood	\$250.00
Tortillerias	\$250.00
Day-Care and Group Homes	\$250.00
Mowing Fees per lot up to ½ acre	

plus \$50.00 every ½ acre or less there after                      \$250.00

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**Vendor Fees**

Produce Vendors (3 months consecutively)	\$100.00
Holiday Vendors (1-14 days)	\$25.00 per day
Mobile Food Vendors (3 months consecutively)	\$100.00
Event Permit	\$75.00 + \$15.00 per booth
Benefit Fundraiser Permit	\$50.00
Nonprofit Fundraiser Permit	\$25.00 (Tax Exempt Certificate)
Carnival/Circus Operating Permit	\$500.00
Carnival Set-up Inspection Fee	\$100.00

**CONSENT ITEM:**

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**DATE:** June 14, 2021

**FROM:** Blanca Sanchez, Interim Chief of Police

**ITEM:** **Recognition of Mercedes Police Department Personnel**

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**BACKGROUND INFORMATION:** Recognize & Present investigators and patrol officers with Certificate of Excellence in honor of their outstanding performance and dedication in solving some recent cases.

**BOARD REVIEW/CITIZEN FEEDBACK:**

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):
\$0.00	

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

**DRAFT MOTION:**

**Ordinances/Resolution**

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**DATE:** June 21, 2022

**FROM:** Javier A. Ramirez, Assistant City Manager

**ITEM:** Rezone Grosshauser's Subdivision Lot 5 and 6, and the Est 3 Acres of Lot 4  
From Class "N" Newly Annexed to Class "C-1" Apartment District  
Applicant: Tiki Land Company LLC

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**BACKGROUND INFORMATION:**

**LOCATION:** The site is on located on the West of Baseline Rd South of Melton Park Estates Unit 2.  
(see vicinity map). The surrounding zones are a mixture of the following:

**North-** Residential **South-Business** **East-Wet Farm** **West-** Stock Show Grounds

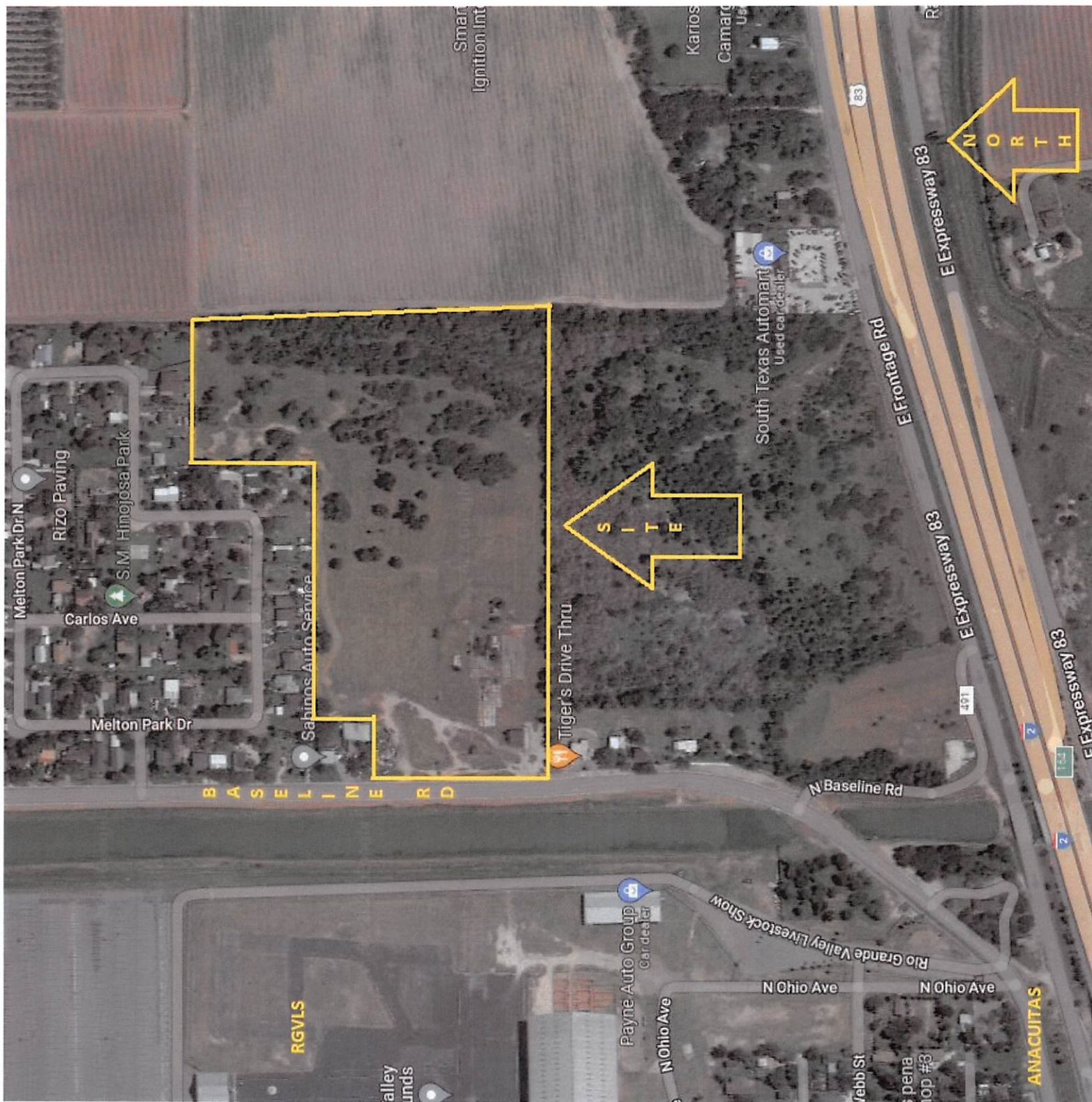
The current owner is proposing to subdivide this property into 60 lots. They are requesting to rezone the property for Multi-Family Use. The minimum lot area for C-1 Apartment District is 7,000 square feet and minimum width of 50 feet. The lots meet the proposed lot sizes.

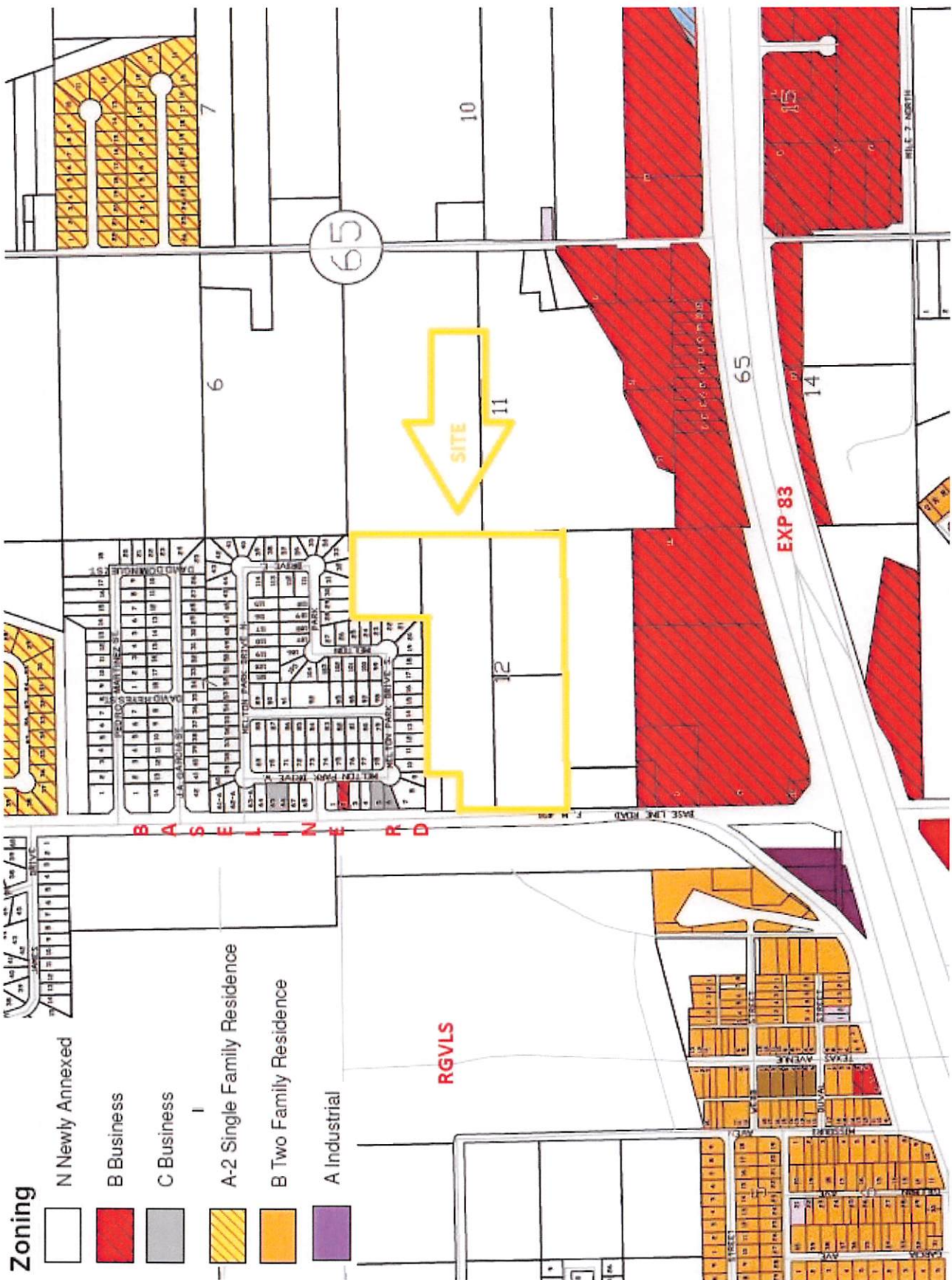
The Planning & Zoning Commission recommended approval for this rezone on June 6, 2022. If this rezone is approved as well as the subdivision, in the near future, it will bring in more residents to the City of Mercedes as well as property taxes. There will be a privacy fence installed separating the residential lots and the multifamily lots.

**ATTACHMENTS:**

- Location Site Map
- Zoning Map
- Proposed Plat

**Staff Recommendation:** Approval







**ORDINANCE NO. 2022-10**

**AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: GROSSHAUSER'S SUBDIVISION LOT 5 AND 6, AND THE EAST 3 ACRES OF LOT 4, FROM "N" NEWLY ANNEXED TO CLASS "C" APARTMENT DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on the 21<sup>st</sup> day of June, 2022 a public hearing was held for the purpose of hearing any objections as to why: Grosshauser's Subdivision Lot 5 and 6, and the East 3 Acres of Lot 4, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class "A" Newly Annexed to a Class "C" Apartment District.

**WHEREAS**, the City Commission at its Regular Meeting of June 21<sup>st</sup>, 2022, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS:**

**Section 1:** GROSSHAUSER'S SUBDIVISION LOT 5 AND 6, AND THE EAST 3 ACRES OF LOT 4, FROM "N" NEWLY ANNEXED TO CLASS "C" APARTMENT DISTRICT, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class "N" Newly Annexed to a Class "B" Two Family Residence District.

**Section 2:** That the aforementioned rezoning of the above property be incorporated into the official map of the City of Mercedes, Texas by the City Planner of said City.

**Section 3:** That if any provision, section, subsection, phrase, paragraph, sentence, clause or portion of this Ordinance shall for any reason be declared invalid, such invalidity shall not affect the remaining provisions of this Ordinance or their application of persons or sets of circumstances and to this end, all provisions of this Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

**Section 4:** This Ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas.

**PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 21<sup>st</sup> DAY OF JUNE 2022.**

**PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**CITY OF MERCEDES**

\_\_\_\_\_  
**Oscar D. Montoya, Sr., Mayor**

**ATTEST:**

---

**Joselynn Castillo**  
**City Secretary**

**APPROVED AS TO FORM:**

---

**Martie Garcia Vela**  
**City Attorney**

# Memo

**To:** Javier Ramirez, Assistant City Manager

**From:** Melissa Ramirez, Executive Director

**CC:** File

**Date:** 6/16/2022

**Re:** National Fitness Campaign

---

Blue Cross BlueShield of Texas has partnered with National Fitness Campaign to provide world class fitness for free. They are targeting communities struggling with high obesity and diabetes rates. Across the nation, NFC is building fitness courts in public parks. Blue Cross BlueShield of Texas is providing \$50K grants. Communities must contribute between \$117K-\$137K.

The fitness court is 38ft x 38ft; it is made out of galvanized steel/carbon. City Administration has identified HEB park as the ideal location. Besides the court, NFC provides a fitness app. City officials can utilize the app to gather information about the users.

## Funding

At a meeting held June 15, 2022, the DCM Board of Directors agreed to contribute \$70K towards the project with the hope the City will cover the remaining balance.

Discussion: Will of the City Commission



# NATIONAL FITNESS CAMPAIGN

2022 Blue Cross and Blue Shield of Texas Statewide Campaign Briefing



BlueCross BlueShield  
of Texas



NATIONAL FITNESS CAMPAIGN  
BROUGHT TO YOU BY



2022 FEATURED ARTIST COLLECTION



2021 FEATURED ARTIST COLLECTION



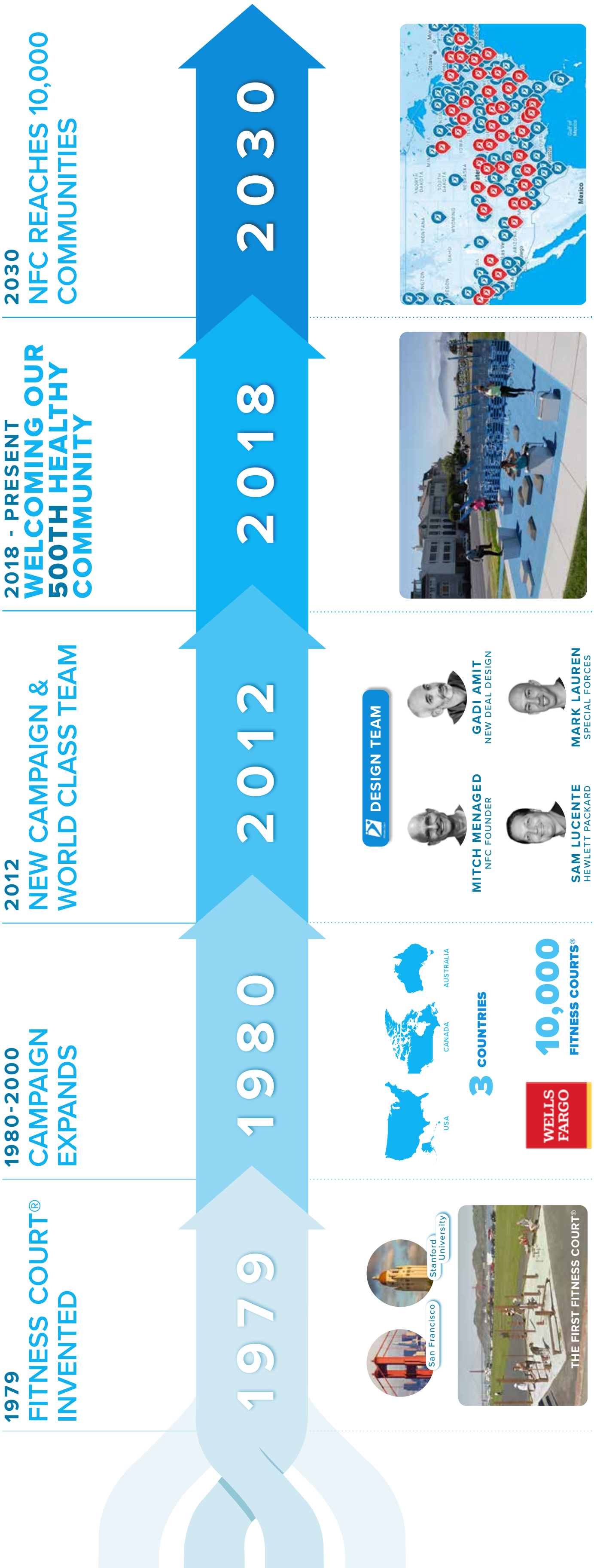
## WHO WE ARE

National Fitness Campaign is a San Francisco based wellness consulting firm.



## WHAT WE DO

NFC develops partnerships with cities, schools and sponsors to build healthy communities.

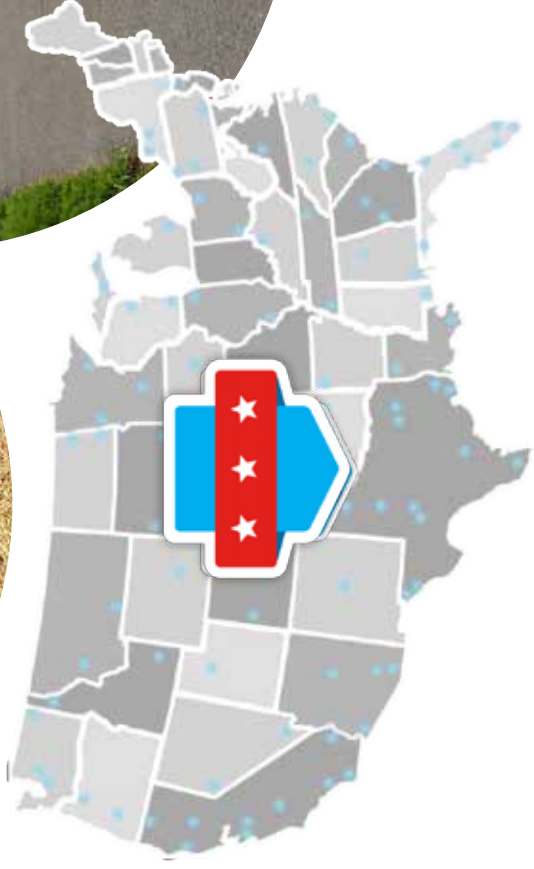




## OUR MISSION

**BUILD HEALTHY COMMUNITIES BY BRINGING  
PEOPLE OUTSIDE TO MOVE EVERY DAY.**

*WE MAKE WORLD CLASS FITNESS FREE!*



NATIONAL FITNESS CAMPAIGN

# 2022 CAMPAIGN OVERVIEW

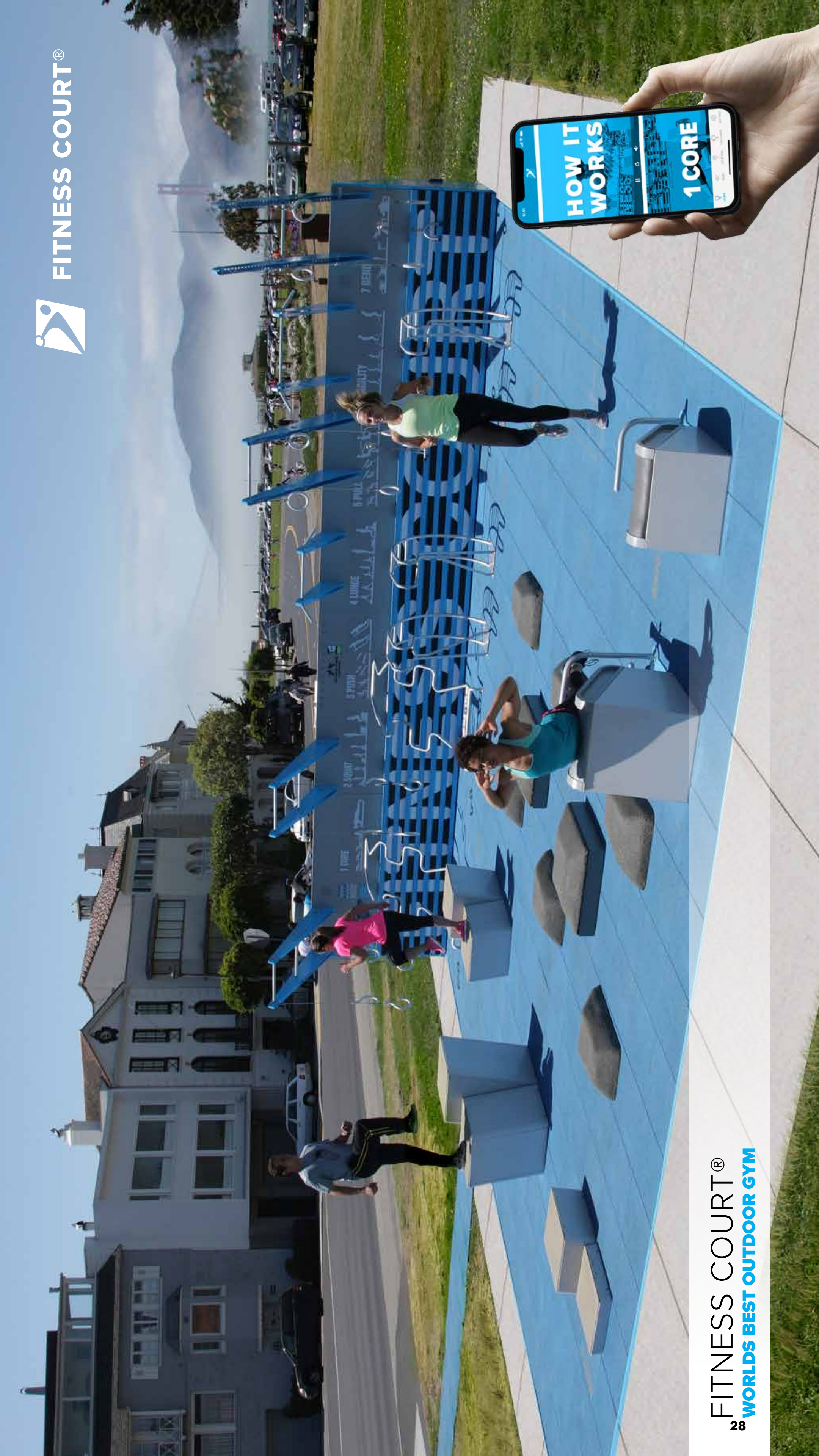


## A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM

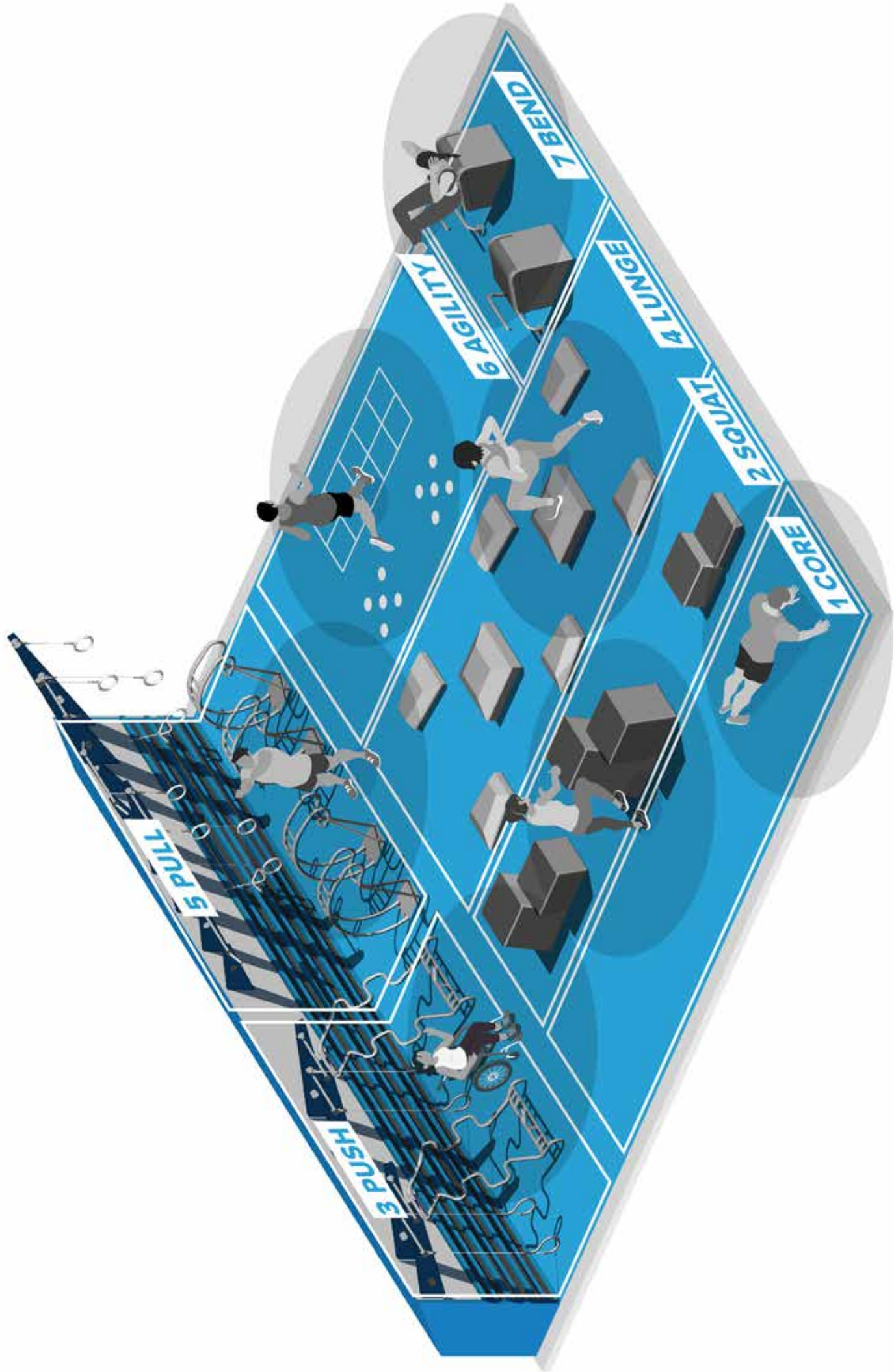




FITNESS COURT®



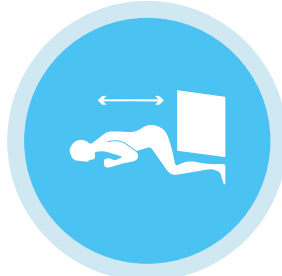
FITNESS COURT®  
28 **WORLDS BEST OUTDOOR GYM**



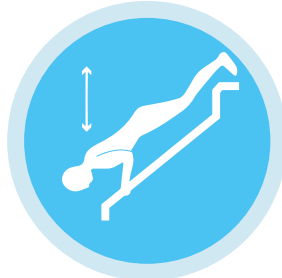
## 7 MOVEMENT FULL BODY WORKOUTS



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND



## ADULTS OF ALL AGES AND ABILITY

I am glad to see movements to improve balance.

- Carol Claybaker, Senior Resident of Janesville, WI



FITNESS COURT® APP

31 **CAMPAIGN SERVICES**

NATIONAL FITNESS CAMPAIGN

# CAMPAIGN SERVICES



**PRE LAUNCH  
SUPPORT**



**MEDIA & PRESS**



**LAUNCH!**



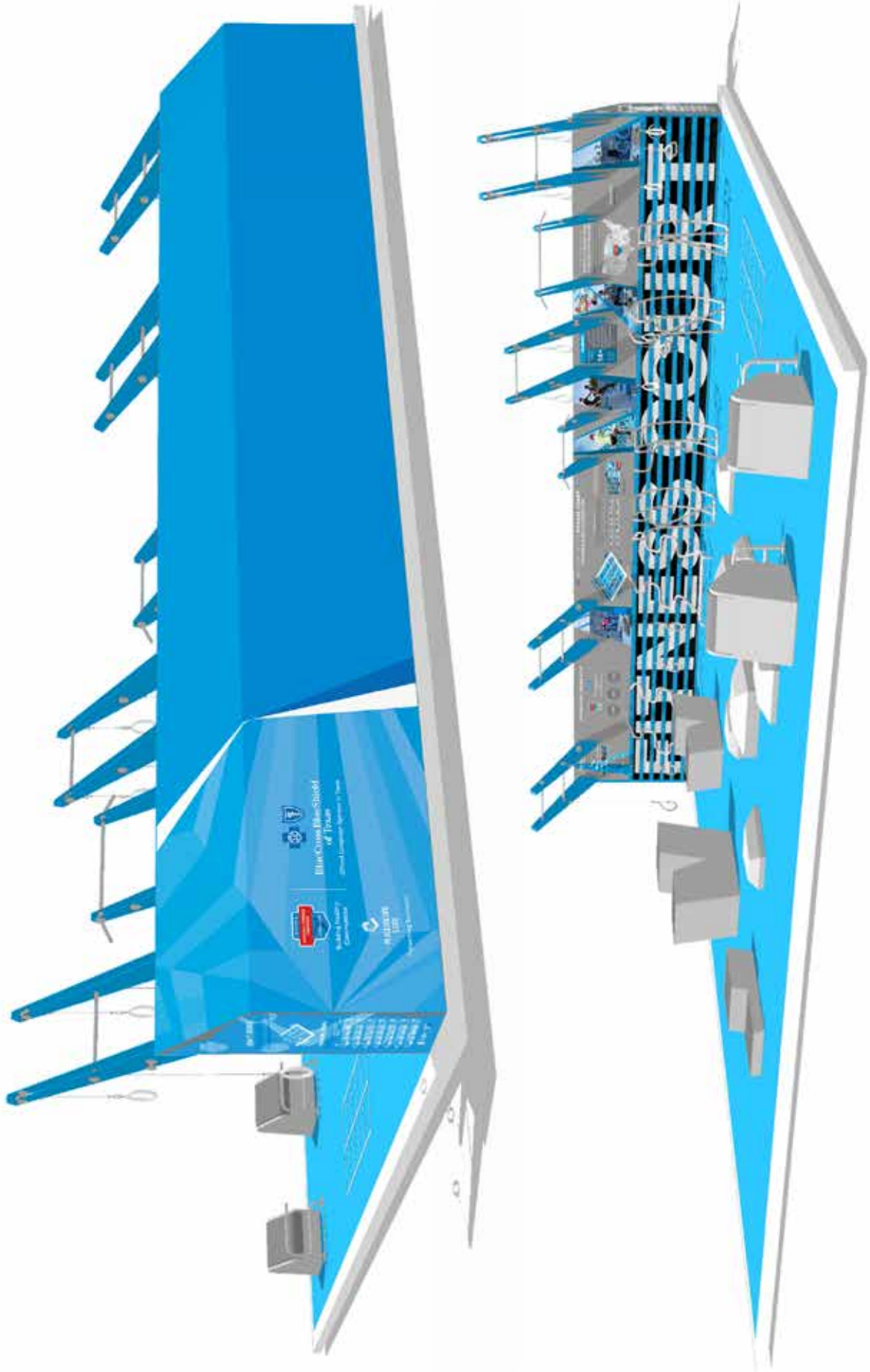
**FREE WORKOUTS  
& GROUP CLASSES**



**DATA & IMPACT**



Blue Cross Blue Shield  
of Texas | Fitness Courts®



**STANDARD DESIGN**  
FOR BLUE CROSS BLUE SHIELD OF TEXAS CAMPAIGN IN TEXAS  
*No Additional Funding Required*

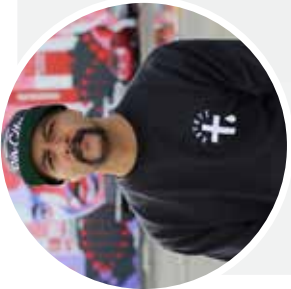
Each Fitness Court® is a one-of-a-kind work of art.



JEAN-MICHEL BASQUIAT



**2022 FEATURED ARTIST**    *Additional Funding Required*



DAMIN LUJAN - SANTA ANA, CA



**LOCAL ARTIST**    *Additional Funding Required*

NATIONAL FITNESS CAMPAIGN

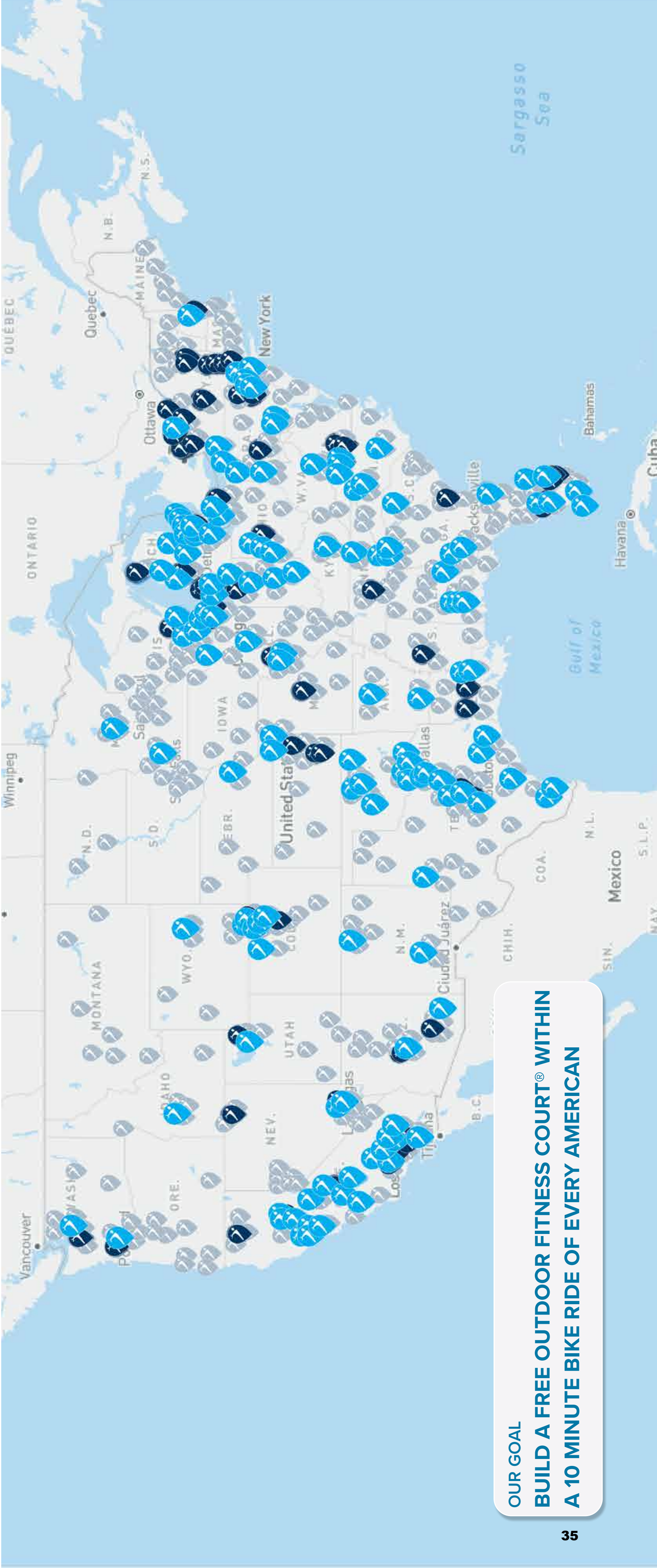
# 2022 CAMPAIGN OVERVIEW



## A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM



**10,000+ Fitness Courts® coming to America by 2030**



OUR GOAL  
BUILD A FREE OUTDOOR FITNESS COURT® WITHIN  
A 10 MINUTE BIKE RIDE OF EVERY AMERICAN

# 2022 TEXAS STATEWIDE CAMPAIGN



## PRESENTED BY BLUE CROSS AND BLUE SHIELD OF TEXAS

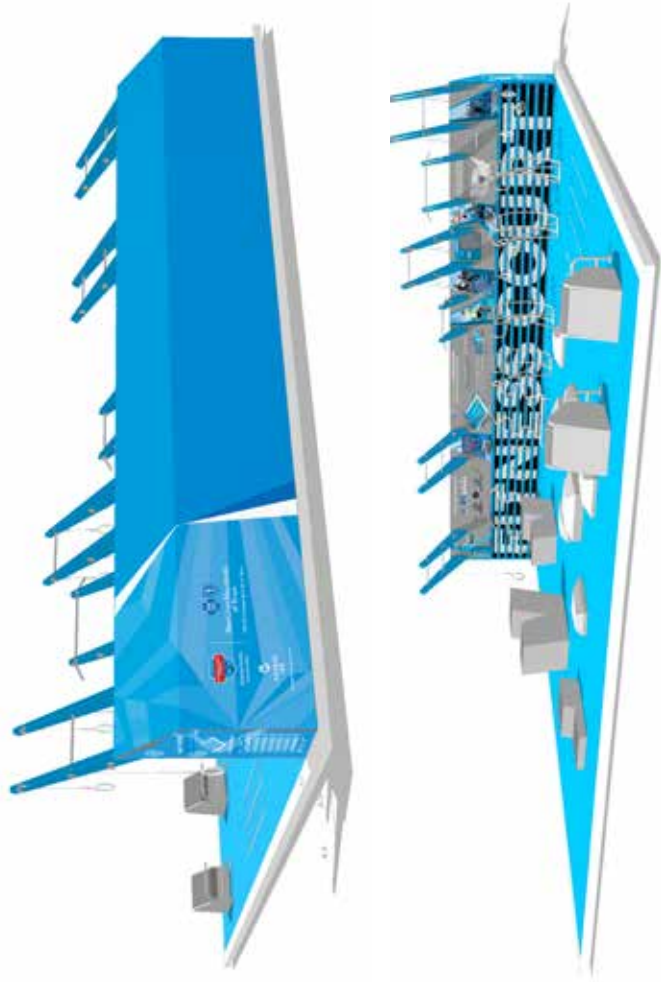
LIMITED FUNDING FOR UP TO 20 COMMUNITIES IN 2022



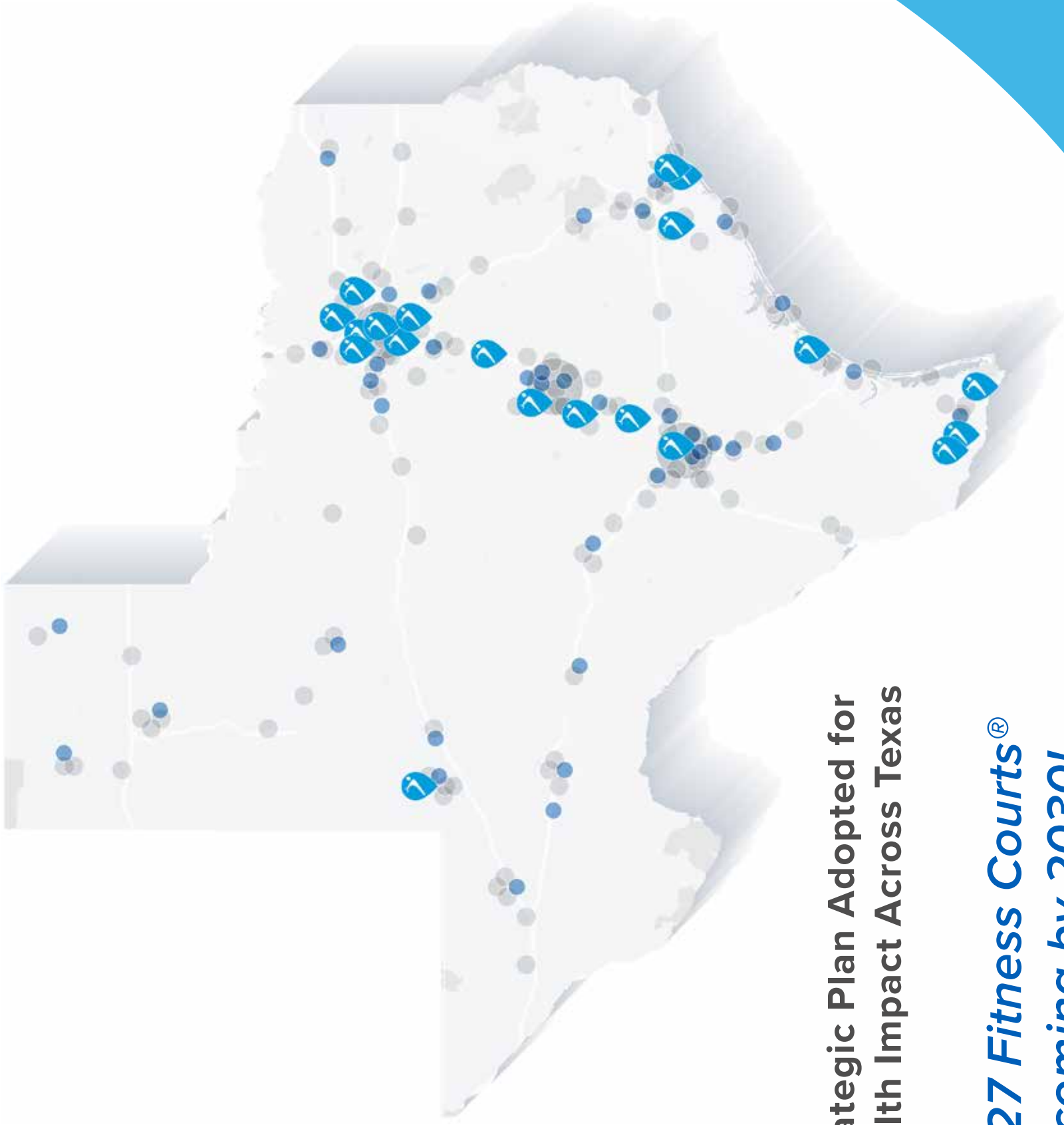
BlueCross BlueShield  
of Texas



**BlueCross BlueShield  
of Texas**



**\$1,000,000 in Funding  
Now Available for  
Qualified Site Partners**

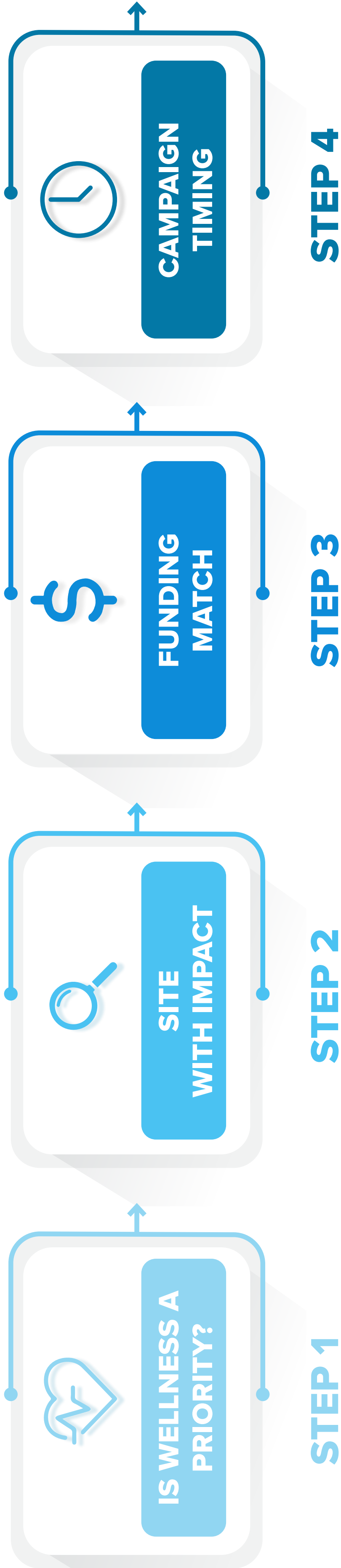


**Strategic Plan Adopted for  
Health Impact Across Texas**

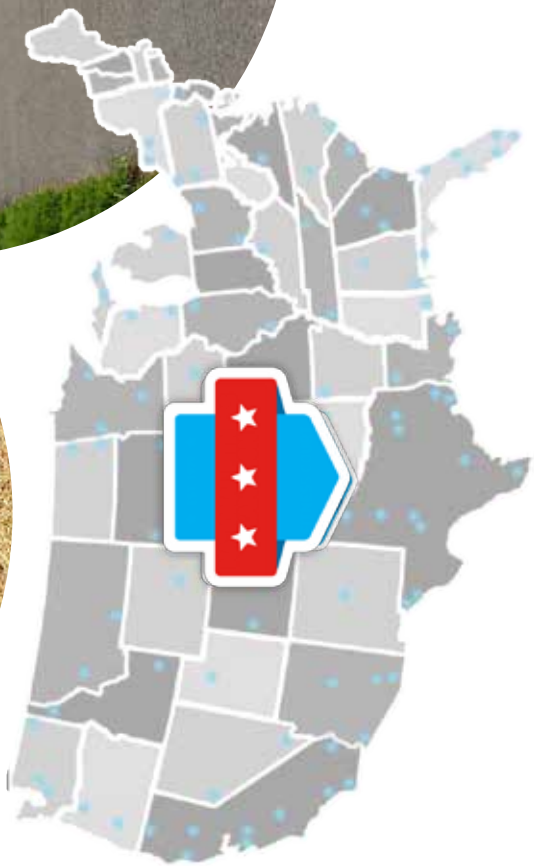
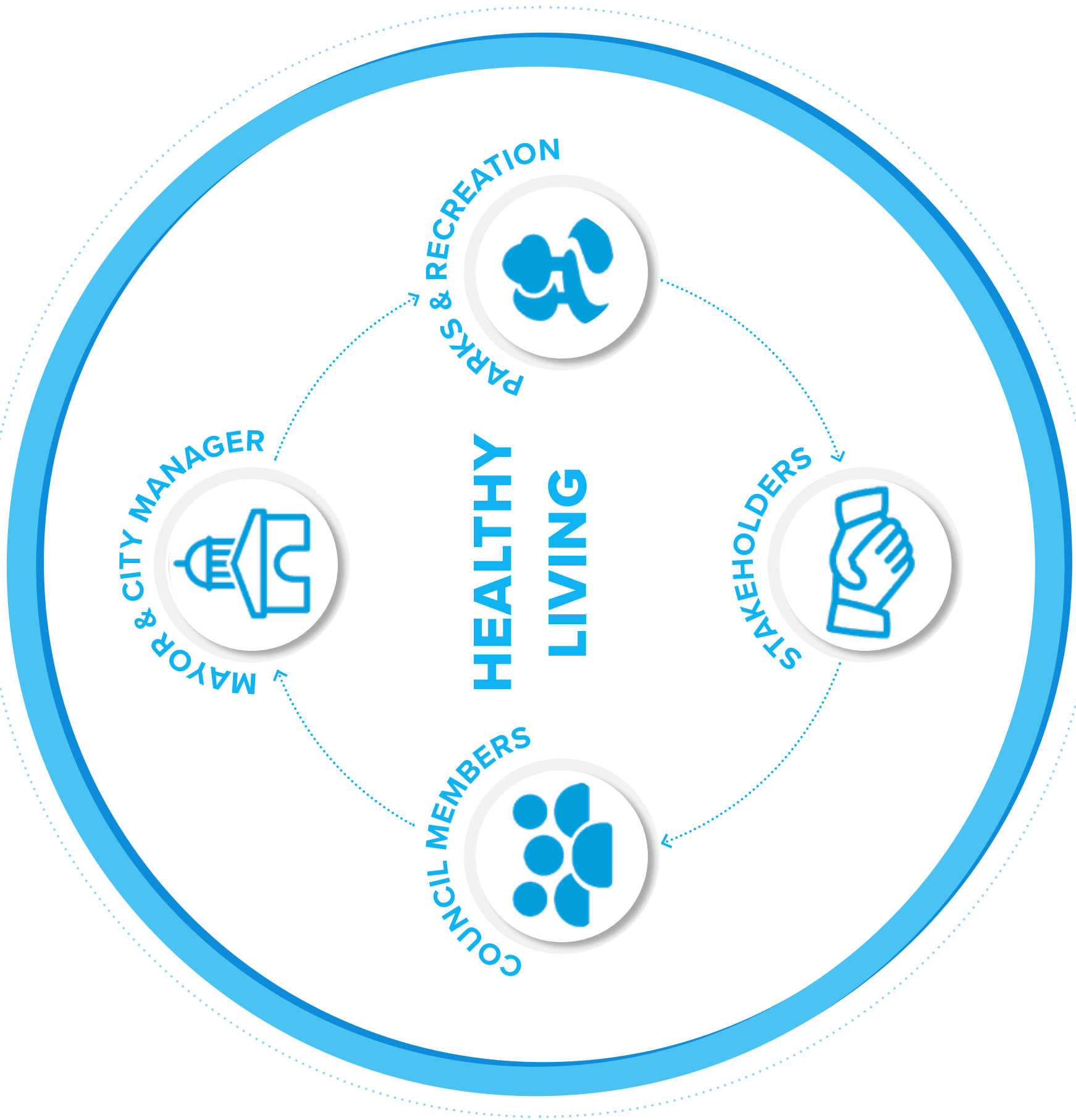
**527 Fitness Courts®  
coming by 2030!**



# NFC GRANT PROGRAM



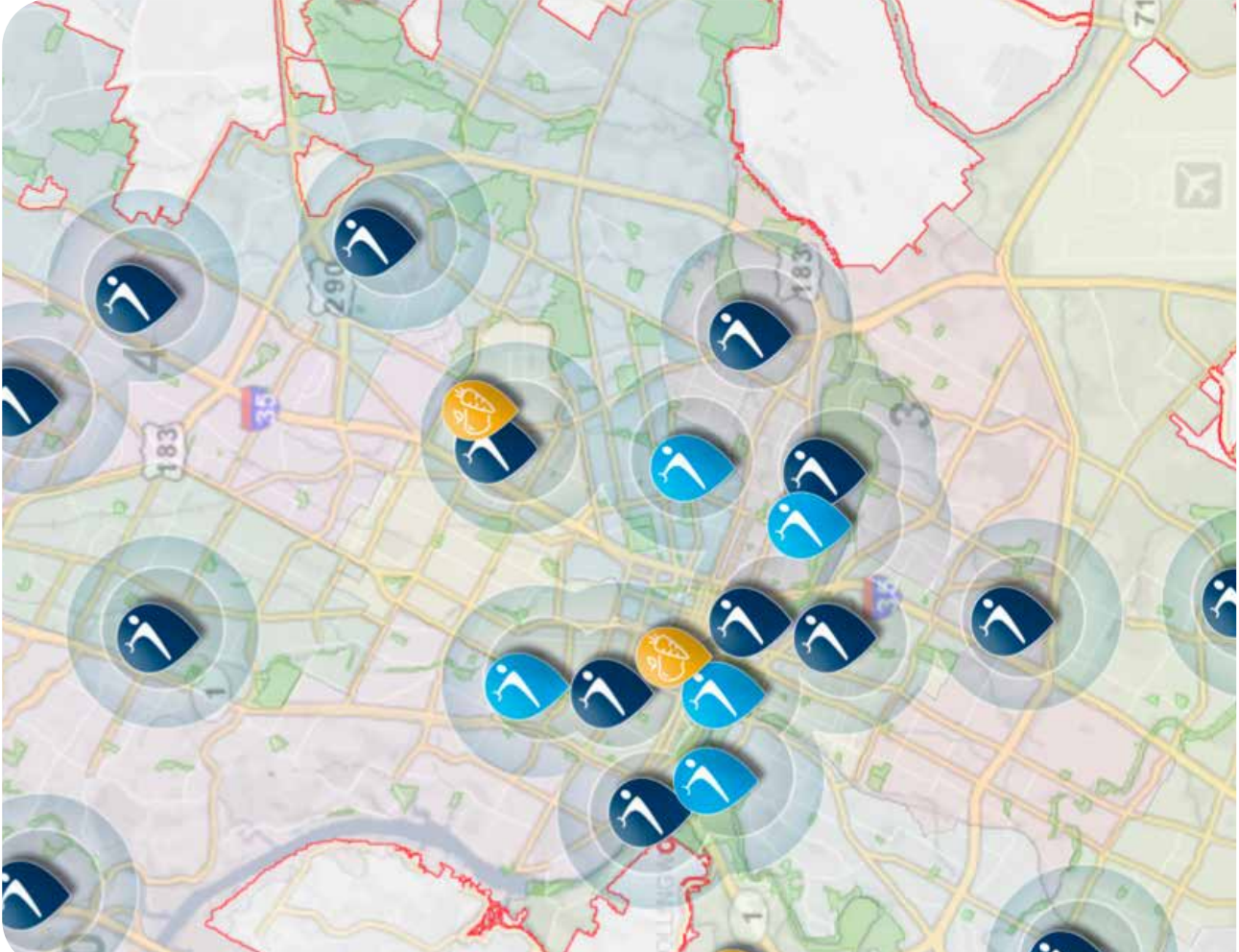
# STEP 1



# SITE SELECTION

## Design & Planning Consulting

Site selection workshop



Phase Plan & Multi-Site Mapping



Circulation Planning



Site Plan Integration



Pedestrian Movement Analysis

# STEP 2

## 1 VISIBLE

Site locations must be recognizable with high visibility.



## 2 ACTIVE

Site locations must be heavily trafficked and centrally located.



## 3 CONNECTED

Site locations must be integrated with pedestrian infrastructure.



# 2022 CAMPAIGN FUNDING REQUIREMENT

## NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services

\$ 142,350

Art Options



State Sponsor Art Collection  
Included



Local Artist Collection  
\$25,000

OPTIONAL

NFC - BLUE CROSS BLUE SHIELD OF TEXAS 2022 GRANT AWARD \$50,000

NFC PROGRAM TOTAL WITH \$50,000 GRANT AWARD \$ 92,350

## CONCRETE SLAB

Can be performed in-house or in-kind

est. \$ 0-20,000

## EIS INSTALLATION



Turn Key Fitness Court Assembly  
Art & Graphic Installation

Installation Partner (separate contract)

\$ 25,000  
With Prevailing Wage Rates: \$27,000

TOTAL FUNDING  
REQUIREMENT



BlueCross BlueShield  
of Texas



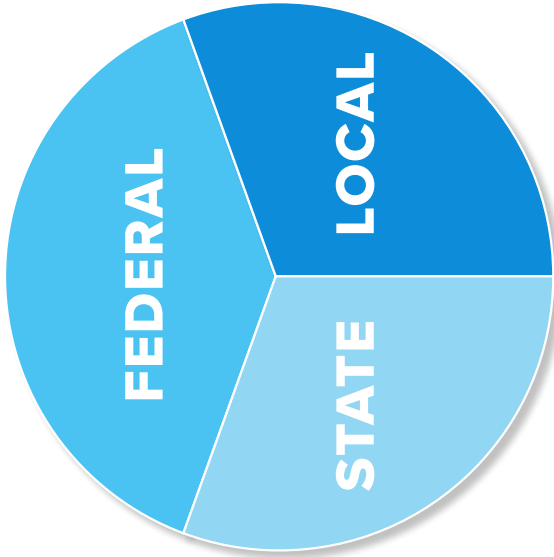
A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,  
an Independent Licensee of the Blue Cross and Blue Shield Association

\$117,350-  
\$137,350

*Includes standard art collection*

# ALTERNATE FUNDING PATHWAYS

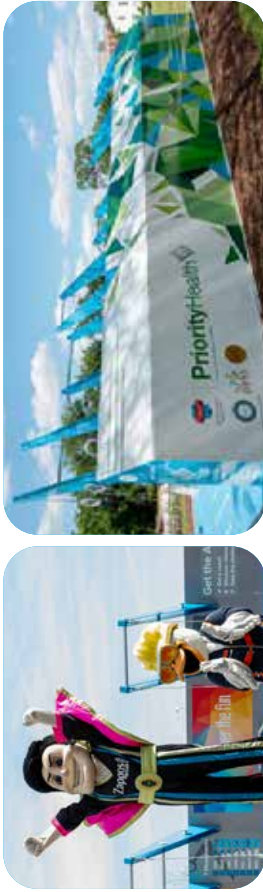
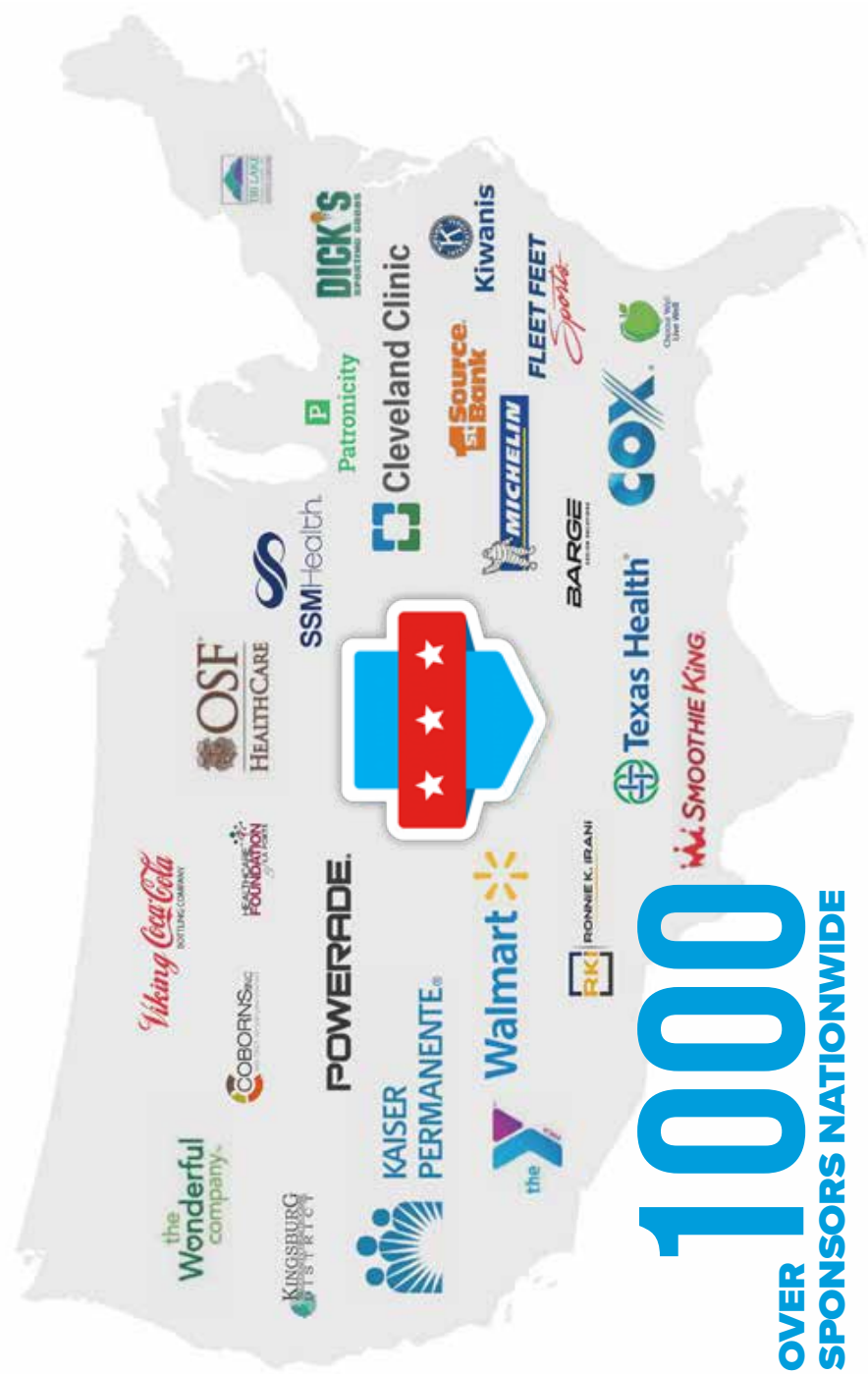
## FEDERAL AND STATE FUNDING



Expert funding consulting  
for eligible partners



## LOCAL AND REGIONAL SPONSORS

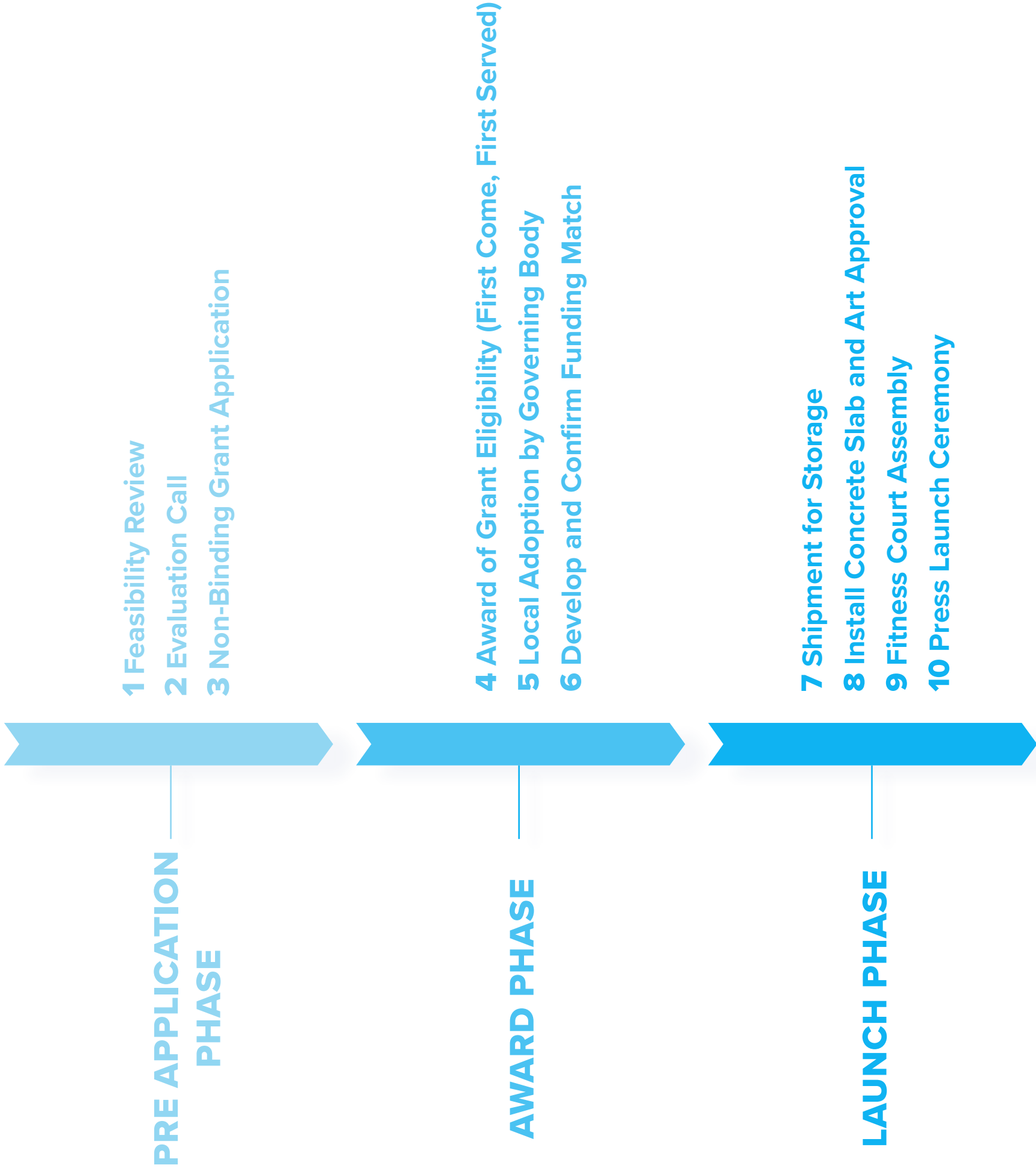


## 2022 GRANT APPLICATION PERIOD NOW OPEN

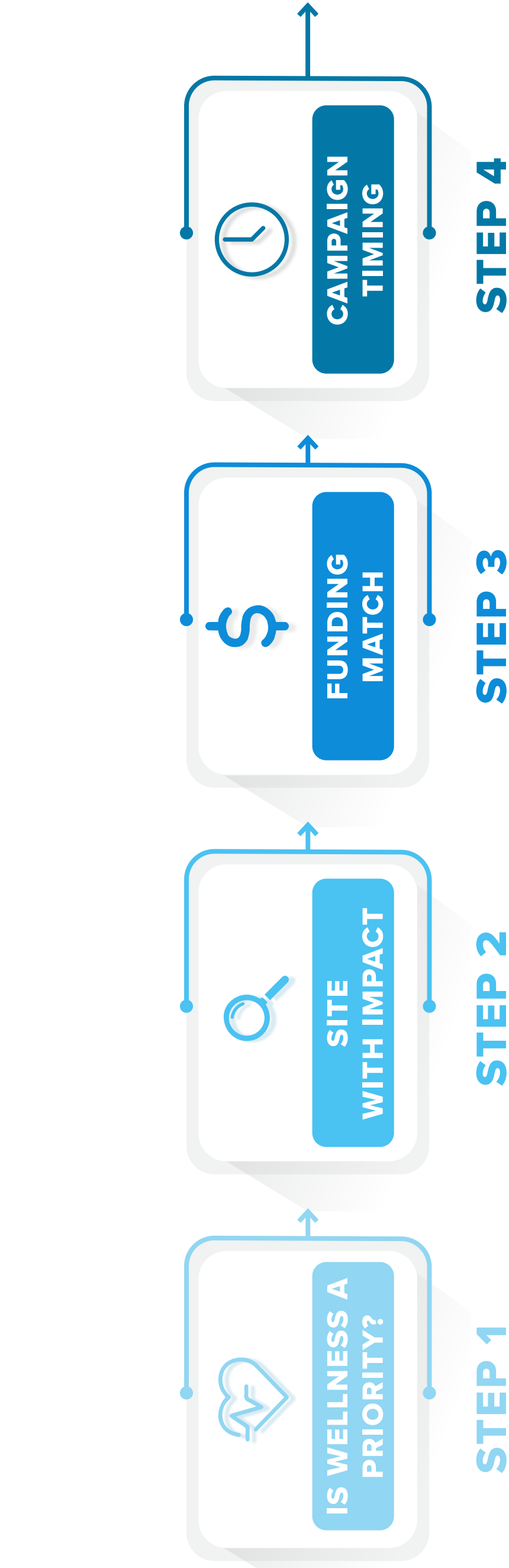


Campaign seeking qualified applicants  
able to meet the 2022 timeframe for  
adoption and local funding match.

# PARTNERSHIP QUALIFICATION PROCESS



## Q&A



**NEXT STEP**



**CONSENT ITEM :**

---

**DATE:** June 15, 2022

**FROM:** Alberto Perez

**ITEM:** Bids/Contracts

Discussion and possible action to directing City Manager and Legal develop and RFP to secure Broadband services for the City of Mercedes.

---

**BACKGROUND INFORMATION:**

Some areas of the city have internet series while others do not. The RFP should identify the areas lacking internet services along with areas that may need improved internet services. Given the recent pandemic and in preparing for potential future similar incidents, residents especially students will need to have internet connectivity to ensure they are able to continue their scholastic studies.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Garica-Vela

**ATTACHMENTS:** N/A

**DRAFT MOTION:** N/A

April 23, 2022

Mr. Albert Perez  
City Manager  
City of Mercedes  
400 S. Ohio Ave.  
Mercedes, TX 78570

**Reference: RFQ# 2021-11-30 “Energy Consultant / Representative Services”**

Mr. Perez:

Marco A. Arredondo, Inc. is a professional engineering energy firm that is in the business of working with our clients to manage their energy costs. **Marco A. Arredondo, Inc.** is pleased to provide you with this proposal to provide energy services and quotes for your upcoming energy contract renewal. Our firm works with several Retail Electric Providers to obtain the lowest possible energy quotes and contracts.

Marco A. Arredondo, Inc. is aware that the City of Mercedes energy contract will expire in the future. The firm will create an excel spreadsheet that accurately depicts the cost per kwh for the energy that the City of Mercedes is currently paying to monitor and track the cost reductions and savings.

Marco A. Arredondo, Inc. will work with the staff of the City of Mercedes in accordance with **RFQ# 2021-11-30 “Energy Consultant / Representative Services”** to create an RFP to obtain energy quotes along with an excel spreadsheet to accurately depict and monitor the annual cost of energy per account. The firm will be paid a \$0.004 (4 mil) fee per kwh that would be paid by the selected Retail Electric Provider after the present contract expiration on a monthly basis for the length of the renewal contract. The same fee could also be applied for any additional terms if the contract was extended. The fee would include all the services requested in the **RFQ# 2021-11-30 “Energy Consultant / Representative Services”** along with some additional services as shown on the attached **“Exhibit A”** dated **4-23-2022**.

Fee would be paid by the selected Retail Electric Provider after the contract is awarded and the accounts are switched to the selected provider. **Marco A. Arredondo, Inc. is a registered aggregator in Texas and does not have any affiliations with Retail Electric Providers or engage in the sale of energy. As a registered professional engineering firm in the State of Texas, we are ethically bound to provide the best possible contract at the lowest price to the City without bias.** We are a minority family-owned firm and appreciate the opportunity of doing business with the City of Mercedes. If this agreement meets with your approval, please indicate by signing below.

Sincerely,

Company: City of Mercedes

Accepted: \_\_\_\_\_  
Authorized Representative

Marco A. Arredondo, P.E.  
President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Marco A. Arredondo, Inc.

**Professional Utility Rate & Energy Consulting**

## EXHIBIT A

4-23-2022

1. **Input current electric bills on a customized excel spreadsheet to accurately depict the cost per kwh:** Utilize data to compare current energy cost to quote comparisons.
2. **Assist City in the creation of RFP to obtain energy quotes from Retail Electric Providers.**
3. **Negotiate and review energy quotes from Retail Electric Providers:** Provide an analysis and comparison of terms, prices, products, and contract business terms from the Retail Electric Providers. Work with City Attorney to negotiate favorable contract.
4. **Make Presentation and recommendation to City Staff and Commissioners:** Present recommended retail electric provider contract, term, and savings to City staff. We will also be prepared to make any presentations to the City Council as necessary during the term of the contract.
5. **Create customized excel spreadsheet to track facility energy usage by meter and cost center:** This task will be the first step in tracking energy usage by meter and building location. Further energy reduction and monitoring may be accomplished through smart metering technology or by doing a load study on each building service entrance. The load data would help identify the use of power on a per building basis and help in the reduction of energy usage by identifying inefficient equipment. A smart metering device is an advanced electrical meter that identifies detail electrical consumption better than conventional electrical meters. As data is collected by the system, it communicates the information to a remote computer where an operator can store this information and use it later to track and monitor energy consumption patterns. By tracking building loads, the technology can be used to help conserve electrical energy.
6. **Providing monthly electric utility bill audit analysis and yearly budget reports starting in 2022:** The firm has created a system of spread sheets to input billing information to check for billing errors and keep a track of the energy usage being consumed by each meter compared to the previous year as well as the cost of the energy. This information will help us identify where our major energy is being consumed and develop a strategy to reduce usage. The energy usage and consumption spreadsheet would be disseminated to individuals responsible for energy usage in each of the metered sites to create an awareness of energy usage, cost, and reduction plans. Presentations will be made to the City Council as requested.
7. **Provide assistance for meter deletions and additions to the energy contract:** Obtain, negotiate, and review all contractual paperwork for the addition of meters for new facilities or the deletion of any existing facilities.

### EXHIBIT A

4-23-2022

8. **Dispute and provide support for bill error credits and corrections on behalf of the City:** Our firm would be responsible for insuring that electrical billing is correct. The firm would be responsible for checking bills for errors and request credit when an error or discrepancy exists by the electrical company. The firm would be responsible for handling all the information required by the Retail Electric Provider for billing correction.
9. **Provide engineering support for energy cost rebates and reductions of new and existing facilities:** Our firm would help the City identify AEP Rebate Programs to help pay for infrastructure projects designed to save energy. For example, if the City were to purchase a new 800 ton chiller that can improve the chiller efficiency by 0.25 kW/ton, as opposed to existing 400 ton chillers that operate at .75 kW/Ton. His company would contact AEP and request a rebate check for implementing a new system to improve the efficiency by 0.25 kW per ton or about 200 kw in total demand reduction. The rebate check would amount to (200 kW/ton at \$150/ton) about \$30,000 year. The energy demand savings per month would be about  $200 \text{ kw} * \$8.74 = \$1,747$  or \$21,000 per year.
10. **Provide an energy reduction plan to meet compliance with Senate Bill 12 and HB 3693:** Even though the energy reduction mandate is no longer required by the State, the City should implement a basic plan to help save 5 % per year. The firm would help the City establish a minimum procedure to save energy by implementing a program to replace all T12 lighting with T8, T5, or LED lighting where appropriate. The firm would also review existing illumination and develop a plan for proper illumination. The firm would work with the City to ensure that proper illumination is delivered by the vendor on lighting projects. Another phase of the plan would be to set minimum requirements for motor equipment replacement efficiencies.
11. **Provide engineering support for the renovation or expansion of existing or future buildings:** By using the Master Plan concept, the firm plans on surveying buildings to reevaluate the building electrical meters and determine how we can combine them to reduce the amount of transformers and meters. The City may be able to reduce the AEP power equipment it is currently leasing to reduce energy expenses. For example, one AEP transformer may be able to provide the service to more than one building or for new buildings.
12. **Provide engineering support for power quality issues and corrections:** The firm will review the current proposals and information given to the City to reduce or eliminate power quality issues. However, the firm may conduct more studies to evaluate other solutions that may be more cost effective.
13. **Identify building meter and service entrance locations along with load info when possible:** The firm will measure or obtain the square footage of each building. The firm will also identify and locate meters so they can be readily identified on a Google Earth GPS database map. This information will be used to track energy consumption by square foot where applicable.

### EXHIBIT A

4-23-2022

14. **Provide engineering support to minimize demand costs by utilizing Thermal Energy Storage System if applicable:** The firm will review the demand usage graph of the Thermal Energy Storage Systems by observing a 12-month period. The firm will determine the maximum usage on the high demand day for each month. The objective is to determine when the highest demand on the Thermal Storage System occurs among other areas. The goal is to lower the peak energy demand by distributing the load over a 24-hour demand period. This process is called “load leveling.” The object is to “shave” the highest demand of the day by lowering the chiller usage during the hottest parts of the day and storing the cooling energy during the night when cooling requirements are at a minimum. This strategy would help the City use the energy demand evenly across the day much like turning on a battery with stored energy.
15. **Provide engineering support to possibly participate in demand response program:** The firm will evaluate and make recommendations where appropriate to purchase emergency generators to provide power to the critical loads such as computer systems during electrical outages. The City would then be able to participate in the ERCOT Demand Response program which could pay the as much as \$50,000 per 1000kw by using an emergency generator during potential power curtailments on the electric grid.
16. **Provide Engineering support to reduce demand by meter consolidation where applicable:** The City may have locations where meter consolidation may be possible. Our meter audit will uncover any opportunities. The meter audit will also help us ensure that every meter is on the correct tariff rate from AEP.
17. **Provide engineering support to correct power factor where applicable and cost effective:** We will investigate any locations where a capacitor bank could be installed to reduce any penalties being incurred.
18. **Provide timely 4CP notifications during the summer months:** We monitor the grid during the summer months along with REP’s to predict potential 4CP events. We routinely email out potential 4CP notifications in the morning and then send out the Action 4CP notifications in the afternoon to all of our major clients. This may amount to about 20 notifications during the summer because it is nearly impossible to predict when the actual 4CP peak for the month will occur. This may amount to about 20 notifications during the summer because it is nearly impossible to predict when the actual 4CP peak for the month will occur. This action has resulted in thousands of dollars being saved on 4CP transmission demand ratchet charges to our clients.

**CONSENT ITEM : YES**

---

**DATE:** June 14, 2021  
**FROM:** Blanca Sanchez, Interim Chief of Police  
**ITEM:** **Approval of Additional LaserLux Printer**

---

**BACKGROUND INFORMATION:** The Police Department respectfully requests an additional LaserLux Printer for our Crime Investigations Division. Our department exhausts a large quantity of Copy paper as well as Toner; we believe this additional Printer will aid the overload on our single printer. The proposal is currently \$2,352.94 for a 48 month lease.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** Yes

**Proposed Expenditure/(Revenue):**

2,352.94

**Account Number(s):**

01-522-2535

**Finance Review by:** Nereida Perez, Finance Director, Ervin Vilches I.T. Department

**LEGAL REVIEW:**

**ATTACHMENTS:** Printer Proposal and Budget Amendment

**DRAFT MOTION:** Move to Approve Additional Printer

**LaserLux**

2000 E. Expressway 83

Mercedes, TX 78570

[www.laserlux.com](http://www.laserlux.com)

6/14/2022

**PROPOSAL #2 FOR:**City of Mercedes  
400 S Ohio Ave  
Mercedes TX, 78570Irwin  
956-565-8592

Please reference on PO:Omnia Partners R191102

**1 - Fax Police Department Addition****Kyocera Taskalfa 5054ci \*\*\* One Unit**

- Up to 50 A3 ppm in B&W, 50 ppm Color
- Outstanding image quality due to advanced imaging technology
- Standard print resolution of 1,200 x 1,200 dpi
- State-of-the-art 4 GB RAM + 8 GB SSD + 320 GB HDD
- Long-life components providing exceptional efficiency and reliability

Item Number	Description	Quantity	Lease
			48 mo
5054ci	50 ppm B&W, 50 ppm Color Copier	1	\$122.72
DP-7150	140 Sheet Scanner	1	\$18.58
PF-7150	Dual 1500 Sheet Paper Trays	1	\$18.07
DF-7120	1000 Sheet Finisher/Stapler	1	\$17.69
Fax	Fax System 12	1	\$14.35
Ak-7100	Attachment Kit	1	\$1.89
Surge Protector	15 amp Surge Protector	1	\$2.78
Equipment Vendor:			
De Lage Financial Services Inc			
1111 Old Eagle School Road			
Wayne, PA 19087			
Monthly Equipment Total			\$196.08
PER MONTH TOTAL			\$196.08
Annual Total			\$2,352.94

**Service Plan:**

- \* Overages billed at .004 per B&W Copy and .03 per Color Copy.
- \* Plan INCLUDES parts, labor, toner, and drums.
- \* Plan EXCLUDES paper, staples, and network related issues.

\_\_\_\_\_  
LaserLux Representative\_\_\_\_\_  
Customer Signature of Acceptance\_\_\_\_\_  
Date



DATE POSTED:

Justification/Explanation for change:

The above amendment is needed to cover 48 month lease for the additional printer currently

being requested.

Dept Head Requesting change

60-14-2022

Finance Dept

Approved: \_\_\_\_\_

City Manager

Mayor

**CONSENT ITEM : NO****DATE:** June 14, 2021**FROM:** Blanca Sanchez, Interim Chief of Police**ITEM:** **Discussion and Possible Action on Approval of Memorandum of Understanding (MOU) Addendum between the Children's Advocacy Center of Hidalgo and Starr Counties and the Mercedes Police Department**

**BACKGROUND INFORMATION:** This Agreement is to support the concept and philosophy of the Children's Advocacy Center of Hidalgo and Starr Counties and to active involvement in implementation of its coordinated, multidisciplinary response to child abuse investigation, intervention, and prosecution.

**PURPOSE:** Addendum is required so that change in Chief's name can be made. Current Interim Chief's name will be added to the current MOU and carries with it the same responsibilities and commitment as those signatures appearing on the original document.

**BOARD REVIEW/CITIZEN FEEDBACK:****ALTERNATIVES/OPTIONS:****FISCAL IMPACT:****Proposed Expenditure/(Revenue):**

\$0.00

**Account Number(s):****Finance Review by:****LEGAL REVIEW:****ATTACHMENTS:** Interagency Memorandum of Understanding & Interagency Working Protocol  
MOU Addendum**DRAFT MOTION:** Move to Approve MOU Addendum

---

**Children's Advocacy Center of Hidalgo and Starr Counties - URGENT SIGNATURE REQUIRED**

2 messages

**Rosita Resmondo** <rosita.resmondo@cachsc.org>  
To: "bsanchez@cityofmercedes.com" <bsanchez@cityofmercedes.com>  
Cc: Jesus Sanchez <jesus.sanchez@cachsc.org>

Fri, Jun 10, 2022 at 2:38 PM

Good afternoon Chief Sanchez,

Happy that we connected and congratulations on your new current position!

My name is Rosita and I work for the CAC of Hidalgo and Starr Counties. I was reaching out to obtain a signature on our Memorandum of Understanding and Working Protocol document. The attached document will provide information as to the services that provide to child abuse victims to include Forensic Interviews, Medical Exams, Victim Services and Mental Health. Attached you will find an addendum to replace your name with the outgoing Police Chief. In addition to this document, we would like to connect in case you have any questions about the services that we provide to child abuse victims in Hidalgo County.

In short, please sign attached addendum as soon as possible and return to me. We thank you in advance!

Respectfully,



**Rosita Resmondo**

**Care Coordinator**  
**Administrative Assistant**

**Children's Advocacy Center of Hidalgo and Starr Counties**

525 W. Wisconsin Rd.

Edinburg, TX 78539

956-287-9754

**Email:** [rosita.resmondo@cachsc.org](mailto:rosita.resmondo@cachsc.org)

**Website:** [www.cachsc.org](http://www.cachsc.org)



**Hope. Healing. Justice.**

*"Breaking the cycle of abuse one child at a time."*

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#1 and #2 (b) CACHC - Final MOU's and WP's Hidalgo County-combined.pdf - COMBINED.pdf  
1776K



Addendum Form for Memorandum of Understanding (002) - Mercedes PD.docx  
26K

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Blanca Sanchez <[bsanchez@cityofmercedes.com](mailto:bsanchez@cityofmercedes.com)>  
To: Rosita Resmondo <[rosita.resmondo@cachsc.org](mailto:rosita.resmondo@cachsc.org)>

Sun, Jun 12, 2022 at 2:38 PM

Attached please find the signed MOU.

**Blanca I. Sanchez**  
**Interim Chief Of Police**

**Mercedes Public Safety Department**  
**2314 N. FM 491, Mercedes, TX 78570**

EMAIL: [bsanchez@cityofmercedes.com](mailto:bsanchez@cityofmercedes.com)  
OFFICE: 956.565.3102 Ext. 216  
CELL: 956.373.0172  
FAX: 956.565.2583

**"Serving With Pride"**

[Quoted text hidden]



Signed MOU.pdf  
347K



# THE CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.

## INTERAGENCY MEMORANDUM OF UNDERSTANDING & INTERAGENCY WORKING PROTOCOL



HIDALGO COUNTY FY 2020 EFFECTIVE 9/1/2019.  
REVISED 18-19

<b>TABLE OF CONTENTS</b>	<b>2-5</b>
<b>INTERAGENCY MEMORANDUM OF UNDERSTANDING</b>	<b>6</b>
Memorandum	6-7
Agency Signatures	7-8
<b>INTERAGENCY WORKING PROTOCOL</b>	<b>9-19</b>
Mission Statement	9
Goals	9
Objectives	9
Specific Criteria for Cases to be referred for an MDT Response	9-10
Overall Target Population	
Composition of Multidisciplinary Team (MDT)	10
Participating Agencies	10
Agency Roles	11
A. Law Enforcement	11-12
B. District Attorney (Prosecution)	12
C. Juvenile Justice Center	12-13
D. Texas Department of Family and Protective Services (TDFPS)	13-16
E. Medical Roles	17-18
F. Mental Health Providers	18
G. Children's Advocacy Center	18-19
<b>Conflict Resolution</b>	<b>19</b>
<b>Confidentiality</b>	<b>19-20</b>
<b>Facility /Alleged Perpetrators</b>	<b>20</b>
<b>Presence of Other Individuals</b>	<b>20-21</b>
<b>Agencies other than Hidalgo County Utilizing CACHC Services</b>	<b>21</b>
<b>INTAKE AND CASE COORDINATION</b>	<b>21-22</b>

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**COLLABORATIVE ACTIVITIES AND PROGRAM SERVICES** **22-40**  
**CASE CRITERIA FOR FORENSIC INTERVIEWS, MEDICAL EXAMS, MENTAL HEALTH AND VICTIM SUPPORT AND ADVOCACY**

Priority One Cases Criteria	22-23
Priority Two Cases Criteria	23
Collateral/Witness Interviews by Partner Agencies	23
After Hours Overall MDT Respond	23

**FORENSIC INTERVIEWS** **23-32**  
**SPECIFIC TARGET POPULATION**

A. Appointment/ CACHC Intake Process	24
B. Joint Investigation Coordination and MDT Notification	24-25
C. Individual Conducting the Interview	25
D. Interpreter	25
E. Availability/Presence of MDT Members on Joint Interviews	25-26
F. Who observes the interview	26
G. Pre-Interview Procedures	26-27
H. During the Forensic Interview	27-28
I. Post Interview Procedure	28
J. Subsequent Forensic Interview	28-29
K. Multi-Session Forensic Interview	29
Multi – Session Forensic Interview Work Product	29
L. Video Recordings	29-30
M. After Hour Forensic Interviews	30
N. Off-Site Interviews /Portable	31
O. Equipment	31
P. Tracking of Portable Forensic Interviews	32

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**VICTIM SUPPORT AND FAMILY ADVOCACY** **32-34**  
**SPECIFIC TARGET POPULATION**

A. Greeting and Orientation	33
B. Assessment	33
C. Crisis Information	33
D. Information and Referral	33
E. MDT Case Review Meetings	33-34
F. Family Follow-Up	34
G. Accompaniment	34

**MENTAL HEALTH SERVICES** **34-37**  
**SPECIFIC TARGET POPULATION**

A. Post Debrief	34-35
B. Crisis Intervention	35
C. On Site – Counseling	35
1. Referrals	35
2. Intake Appointment	35
3. Screenings	36
4. Counseling	36
D. Referrals to Off-Site Mental Health Providers	36
E. MDT Case Review Meetings	36
F. Mental Health Records	36-37

**MEDICAL EVALUATION SERVICES** **37-40**

A. On Site Sexual Assault Exam	38
B. Non-Acute Examinations	38
C. Acute Examinations	38
D. Off-Site Sexual Assault Exam	38-39

E. Medical Evaluations for Child Victims of Alleged Physical/Neglect Abuse	39
F. Documentation of Medical Findings	39-40
G. Record Keeping, Confidentiality of SANE Exams, and Subpoenas	40
H. MDT Case Review Meetings	40
<b><u>MDT Case Review Meetings</u></b>	<b><u>40-42</u></b>
A. Location	40
B. Coordination and Facilitation	40-41
C. Attendees	41
D. Case Criteria Selection Categories	41
E. Special Case Review Meetings	41
F. Frequency of Meetings	41
G. Agendas	41
H. Case Review Recommendations	41-42
I. Case Tracking	42
<b><u>Court Accompaniment and Court Preparation</u></b>	<b><u>42</u></b>
<b><u>Cultural Competency and Diversity</u></b>	<b><u>42</u></b>
<b><u>Volunteer and Internship Program</u></b>	<b><u>42</u></b>
<b><u>Review, Revision, Re-Execution of MDT Interagency Working Protocols</u></b>	<b><u>42-43</u></b>
<b><u>Signatures</u></b>	<b><u>43-45</u></b>

**INTERAGENCY MEMORANDUM OF UNDERSTANDING**

**Memorandum**

The UNDERSIGNED participating agencies agree to the following policy to support and maintain the Children's Advocacy Center of Hidalgo County, Inc., (CACHC) as identified in the Texas Family Code Section 264 Subchapter E.

WHEREAS, Hidalgo County continues to experience an increase in the reported incidents of child abuse, a trend which has been seen nationwide. In responding to these reports, the CACHC along with partner agencies will commit to working collaboratively to better serve child abuse cases and provide an intervention response. The undersigned head of department agencies and offices in Hidalgo County agree to maintain and continue to support the Children's Advocacy Center of Hidalgo County, Inc.

WHEREAS, citizens of Hidalgo County have developed a multidisciplinary team (MDT) approach for the investigation of child abuse and neglect cases to better protect children and provide services. In efforts to facilitate an MDT approach, The Children's Advocacy Center of Hidalgo County, Inc. will enhance the cooperation and coordination of the partner agencies involved in the investigation and prosecution of crimes against children.

WHEREAS, to be better protect the children of Hidalgo County, the undersigned agencies have agreed to the following:

1. To minimize re-victimization of alleged abuse and neglect victims and non-offending family members through the investigation, assessment, intervention, and prosecution processes; and
2. To maintain a cooperative, team approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact finding and strong, collaborative case development; and
3. To develop, maintain and support the Children's Advocacy Center, an environment that emphasizes the best interests of the children in Hidalgo County and that provides investigative and rehabilitative programs services.

NOW THEREFORE, the undersigned agencies have agreed to support the concept and philosophy of the Children's Advocacy Center of Hidalgo County, Inc.

All State and Federal confidentiality laws will be followed in connection with this agreement.

This agreement can be terminated by any party without cause by giving written notice to the other parties.

THE CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.

The MOU must be reviewed, revised as needed, and re-executed, at a minimum, every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

We the undersigned have reviewed and accepted the Children's Advocacy Center of Hidalgo County's, Inc. Interagency Memorandum of Understanding.

EXECUTED this 1 day of September 2019.

Signatures:

Texas Department of Family and Protective Services - Adult Protective Services  
*[Signature]*  
Ann Cortez, In Home Investigations Regional Director

San Juan Police Department  
*[Signature]*  
Juan Gonzalez, Police Chief

Judge Mario E. Ramirez, Jr. Juvenile Justice Center  
*[Signature]*  
Maryann Denner, Chief Juvenile Justice Probation Office

Mercedes Police Department  
*[Signature]*  
Dagoberto Chavez, Police Chief

Donna Police Department  
*[Signature]*  
Gilbert Guerrero, Police Chief

Elsa Police Department  
*[Signature]*  
Robert McGinnis, Police Chief

Weslaco Police Department  
*[Signature]*  
Joel Rivera, Police Chief

McAllen Police Department  
*[Signature]*  
Victor Rodriguez, Police Chief

Texas Department of Family and Protective Services - Child Protective Investigations  
*[Signature]*  
Marina Yzaguirre, Child Protective Investigations Regional Director

La Joya Police Department  
*[Signature]*  
Adolfo Arriaga, Police Chief

Hidalgo County Sheriff's Office  
*[Signature]*  
J.E. "Eddie" Guerra, Sheriff

Children's Advocacy Center of Hidalgo County Inc.  
*[Signature]*  
Jesus A. Sanchez, Executive Director

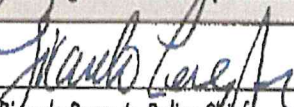
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*[Signature]*  
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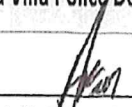
Mission Police Department  
*[Signature]*  
Robert Dominguez, Police Chief

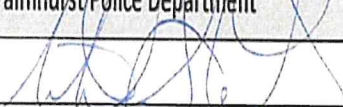
THE CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.


Edcouch Police Department  
  
 Javier Garza, Police Chief

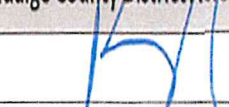
San Juan Police Department  
  
 Juan Gonzalez, Police Chief

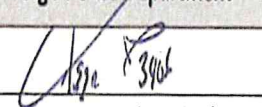
Edinburg CISD Police Department  
  
 Ricardo Perez Jr. Police Chief


La Villa Police Department  
  
 Adolfo Mores, Police Chief

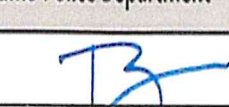
Palmhurst Police Department  
  
 Michael A. Vela, Police Chief

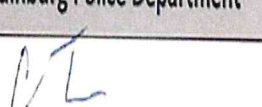
McAllen ISD Police Department  
  
 Crisoforo Esquivel - Police Chief


Hidalgo County District Attorney's Office  
  
 Ricardo Rodriguez, Jr., District Attorney


Hidalgo Police Department  
  
 Jesus Ortega, Police Chief


Sullivan Police Department  
  
 Richard Ozuna, Police Chief


Alamo Police Department  
  
 Rogelio Alaniz, Interim Police Chief

Edinburg Police Department  
  
 Cesar Torrez, Police Chief

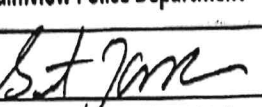
Donna ISD Police Department  
  
 Daniel Walden, Police Chief


Penitas Police Department  
  
 Roel Bermea, Police chief

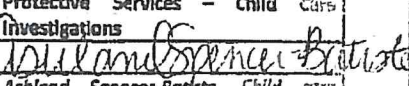
Mission Police Department  
  
 Robert Dominguez, Police Chief

Texas Department of Family and Protective Services - Child Protective Services  
  
 Tara O'Connell, Child Protective Services Regional Director

Alton Police Department  
  
 Jonathan Flores, Police Chief

Palmview Police Department  
  
 Gilbert Zamora, Police Chief

Pharr Police Department  
  
 Jose Lengua, Police Chief

Texas Department of Family and Protective Services - Child Care Investigations  
  
 Ashland Spencer-Batiste, Child Care Investigations Director

**CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.**

**INTERAGENCY WORKING PROTOCOL**

**MISSION STATEMENT**

The mission of the Children's Advocacy Center of Hidalgo County, Inc. (CACHC) is to provide a child-focused setting and facilitate a multi-disciplinary team (MDT) approach, which supports hope, healing and justice to child victims of sexual, physical, and emotional abuse.

**GOALS**

1. The CACHC will strive to reach every child within the overall CACHC case acceptance criteria.
2. The CACHC will strive to provide every service a child needs and recommend services identified through a need's assessment.
3. The CACHC will strive to make every effort to ensure all Core CACHC services are provided to children and their non-offending caregivers.

**OBJECTIVES**

1. The CACHC will make a concerted effort to review all Hidalgo County Statewide intake reports generated by the Texas Department of Family and Protective Services (TDFPS), and will review referrals from the community, and partner agencies in order to recommend services through an MDT approach so every child can be reached.
2. The CACHC will identify through a needs assessment and professionally recommend services to include: a forensic interview, a child abuse forensic medical evaluation, a mental health referral, involvement from a Victim Advocate Team Member, and conduct an MDT Case Review to ensure every service is provided to a child victim and their non-offending caregivers.
3. The CACHC will ensure all core CACHC services are evidence-based, meets or exceeds Texas Family Standards and quality metrics identified for each CACHC service.

**SPECIFIC CRITERIA FOR REFERRAL OF CASES TO BE REFERRED FOR AN MDT RESPONSE AND SPECIFIC CRITERIA FOR THE REFERRAL AND PROVISION OF EACH SERVICE**

**TARGET POPULATION**

The CACHC overall target population consists of child victims for all types of maltreatment to include; sexual abuse, physical abuse, human trafficking, and witness to violent crimes as well as adults with substantial impairment (with the direction of the District Attorney's Office) referred by Law Enforcement Agencies or Texas Department of Family and Protective Services-Child Protective Investigations, Child Protective Services, Adult Protective Services In-Home Investigations and Child Care Investigations. Services will also be provided to cases involving a

child fatality, child endangerment, neglect or children at risk of abuse. In unique circumstances, the CACHC along with MDT partner agencies, reserves the right to provide services outside of the target population (with the direction of the District Attorney's Office). Mental Health and Victim Advocacy services will also be provided to non-offending caregivers who meet the overall case criteria for an MDT response. In addition, Mental Health Services will be provided on a case by case basis to children and/or family members from the community when approved by the Executive Director.

### **MULTIDISCIPLINARY TEAM (MDT)**

#### **COMPOSITION OF MULTIDISCIPLINARY TEAM**

The Multidisciplinary Team (MDT) is composed of representatives from Law Enforcement Agencies located within Hidalgo County, Texas Department of Family and Protective Services, The Hidalgo District Attorney's Office, The Children's Advocacy Center of Hidalgo County, Inc. and Judge Mario E. Ramirez, Jr. Juvenile Justice Center (Juvenile Probation Office), Forensic Interviewers, Victim Support and Advocacy, Sexual Assault Nurse Examiners (SANES). As well as participating Mental Health Providers who have signed the CACHC Memorandum of Understanding.

#### **PARTICIPATING AGENCIES**

- Alamo Police Department
- Alton Police Department
- Doctor's Hospital at Renaissance Health System
- Donna ISD Police Department
- Donna Police Department
- Edcouch Police Department
- Edinburg CISD Police Department
- Edinburg Police Department
- Elsa Police Department
- Hidalgo County District Attorney's Office
- Hidalgo County Sheriff's Office
- Hidalgo Police Department
- Judge Mario E. Ramirez Jr. Juvenile Justice Center
- La Joya Police Department
- La Villa Police Department
- McAllen ISD
- McAllen Police Department
- Mercedes Police Department
- Mission Police Department
- Palmhurst Police Department
- Palmview Police Department
- Penitas Police Department
- Pharr Police Department
- Progreso Police Department
- San Juan Police Department
- Sullivan City Police Department
- Texas Department of Family and Protective Services
- The Children's Advocacy Center of Hidalgo County
- Weslaco Police Department

## **AGENCY ROLES**

Each of the partner agencies involved with the CACHC has agreed to participate as a member of a multi-disciplinary team (MDT). Cases will focus primarily on the child victim's individual needs; followed by the needs of the non-offending caregivers who are supportive of the child and whose concerns are consistent with the best interest of the child; and finally, on law enforcement, prosecution and civil proceedings involving the case. However, each of these partner agencies also have specific responsibilities and duties unique to their discipline, which are briefly outlined below:

### **A. Law Enforcement**

- Will refer maltreatment cases that meet the overall acceptance criteria for an MDT response.
- Law enforcement investigators will investigate and determine whether or not a crime has been committed and present information to the proper authorities for prosecution.
- Will be present and collaboratively participate with the forensic interview process conducted at the CACHC and satellite offices. In the event, an agency is not able to participate in the forensic interview, it is the responsibility of the assigned agency to make arrangements to pick up a copy of the forensic interview from the assigned TDFPS Investigator.
- Contact the CACHC in the event an emergency forensic interview is needed after hours and remain on the premises at the center or satellite offices until all services with the child victim and non-offending caregivers is completed.
- Will schedule a Sexual Assault Nurse Examination (SANE) with the CACHC or a Safe Ready Medical Facility (SAFE) for any child or an adult with substantial impairment who has made an outcry of sexual abuse by a **family member** and/or meets the overall acceptance criteria for an MDT response.
- Will refer physical abuse and neglect cases for an evaluation that meets the overall acceptance criteria for a medical evaluation.
- Provide all relevant information/reports when appropriate (Texas Family Code 264.406); provide center staff with ongoing information pertaining to the direction and status of the criminal investigation.
- Facilitate, as necessary, the safe transportation of children and non-offending caregivers to the CACHC, satellite offices, and other program services.
- Advise the prosecutors(s) on the outcome of the forensic interview and/or the sexual/medical assault exam in a timely manner following its conclusion.
- Provide direction when deemed appropriate regarding the sharing of case information/specifcics with the victim's non-offending caregivers.

- Conduct and complete witness interviews and evidence collection pertaining to child abuse investigations by using the collaborating sheet (recommended).
- Attend all scheduled MDT Case review meetings and participate in the sharing of information regarding current case status and plan for continued investigative activity with MDT members (Texas Family Code 264.406). If unavailable, contact the CACHC in advance to provide pertinent information or send a representative from the investigative agency that is prepared to update team.
- Participate in individual case review/staffing prior to and following the forensic interviews.
- Coordinate with the CACHC and report suspected child abuse to TDFPS.
- Participate in CACHC activities including professional education, community educational efforts, and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT process.

**B. District Attorney (Prosecution)**

- Will represent the state in prosecuting child abuse felony cases.
- Work with law enforcement officers in the investigation of criminal child abuse cases.
- Will present cases to the grand jury.
- Represent victims of violence in protective orders and represent the state in removing children from abusive household.
- Coordinate efforts for trial preparation and court accompaniment with CACHC staff and conduct criminal prosecution proceedings.
- Attend all scheduled MDT case review meetings and participate in the sharing of information regarding case status and plans for future court proceedings with other MDT members (Texas Family Code 264.406).
- Share information with other team members concerning the status of child abuse cases as they move through the legal system.
- Prosecution when appropriate, will assist CACHC in the review of conflict cases prior to providing services at the CACHC.
- Participate in CACHC activities including professional education, community education efforts, and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT process.

**C. Judge Mario E. Ramirez Jr. Juvenile Justice Detention Center**

- Juvenile Justice Detention Center will provide CACHC staff with information pertaining to the direction, scope and status of a case when deemed appropriate.
- Responsible for referring any allegations of child abuse in the juvenile system to local authorities and TDFPS as defined in Texas Family Code Sec. 261-101. PERSONS REQUIRED TO REPORT; TIME TO REPORT.
- Schedule services for the child victim that may include a Sexual Assault Nurse Examination (SANE), Forensic Interview, and/or a Medical Evaluation for Physical Abuse and Neglect Cases.
- Facilitate, as necessary, the safe transportation of children to the CACHC.
- In cases where a mobile interview is being requested, it is the responsibility of the Juvenile Justice Detention Center to secure a location for the interview to be conducted. The location must be agreed upon by both parties. Additionally; when a mobile interview is requested, the forensic interview will be scheduled at the earliest time available.
- May observe forensic interviews where the alleged offender is a juvenile, so an informed decision can be made in cases where law enforcement plans to file a criminal case.
- Cooperate with law enforcement on those cases when the alleged offender will be placed in detention where a criminal offense will be filed.
- Solicits information to assist in making recommendations or treatment decisions during case disposition where the alleged offender/respondent is a juvenile.
- Participate in CACHC activities including professional education, community educational efforts, and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT process.

**D. Texas Department of Family and Protective Services (TDFPS); Child Protective Investigations (CPI), Child Protective Services (CPS) Adult Protective In-Home Investigations (APS), and Child Care Investigations (CCI).**

**MULTIDISCIPLINARY TEAM RESPONSE REQUIRED.**

(a)The department shall refer a case to a center and the center shall initiate a response by a center's multidisciplinary team appointed under Section 264.406 when conducting an investigation of:

(1) a report of abuse or neglect that is made by a professional as defined by Section 261.101 and that:

(A)alleges sexual abuse of a child; or

(B) is a type of case handled by the center in accordance with the working protocol adopted for the center under Section 264.4031 [264.411(a) (9)]; or

(2) a child fatality in which there are surviving children in the deceased child's household or under the supervision of the caregiver involved in the child fatality.

(b) Any interview of a child conducted as part of the investigation under Subsection (a) must be a forensic interview conducted in accordance with the center's working protocol adopted under Section 264.4031 unless a forensic interview is not appropriate based on the child's age and development or the center's working protocol adopted under Section 264.4031.

(c) Subsection (a) applies only to an investigation of abuse or neglect in a county served by a center that has executed an interagency memorandum of understanding under Section 264.403. If a county is not served by a center that has executed an interagency memorandum of understanding, the department may, if appropriate, directly refer a case to a center in an adjacent county to initiate a response by that center's multidisciplinary team [, if appropriate].

#### **Child Protective Investigations (CPI)**

- Child Protective Investigations **will schedule** a forensic interview of children who are listed as victims in the Statewide Intake for a Priority One and Priority Two, who meets the overall acceptance criteria in accordance with the working protocols, and the report is made by a **professional reporter** as defined by TFC Section 261.101.
- Will be present and collaborative participate with the forensic interview process conducted at the CACHC and satellite offices along with any other program services.
- Contact the CACHC in the event an emergency forensic interview is needed after hours and remain on the premises at the CACHC or satellite offices along with any other program services.
- Facilitate, as necessary, the safe transportation of children and non-offending caregivers to the CACHC.
- Provide all relevant information/reports when appropriate (Texas Family Code 264.406);
- Participate in individual case review/staffing prior to and following the forensic interviews.
- Coordinate with the CACHC, law enforcement, as well as medical staff if the children who have made an outcry of abuse or neglect meet the protocol of a SANE or Medical Evaluation.
- Provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending caregivers regarding any placement of and protection of the child, advice CACHC staff of any plans for mental, health, medical or other social services referrals for the child victim and/or family members.

- Report referrals to law enforcement and conduct joint investigations as required by law.
- Attend all scheduled MDT Case review meetings and participate in the sharing of information regarding current case status and plan for continued investigative activity with MDT members (Texas Family Code 264.406). If unavailable, contact the CACHC in advance to provide pertinent information or send a representative from the investigative agency that is prepared to update team.
- Participate in CACHC activities including professional education, community educational efforts, and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT process.

#### **Adult Protective Services In-Home Investigations (APS)**

- Adult Protective Investigations **will schedule** a forensic interview of elder and disabled individuals who are listed as victims on Statewide Intake for a Priority One and Priority Two, who meets the overall acceptance criteria in accordance with the working protocols; and the report is made by a **professional reporter** as defined by TFC Section 261.101.
- Will be present and collaboratively participate with the forensic interview process conducted at the CACHC and satellite offices along with any other program services.
- Contact the CACHC in the event an emergency forensic interview is needed after hours and remain on the premises at the CACHC or satellite offices until all services with the child victim and non-offending caregivers are complete.
- Provide all relevant information/reports when appropriate (Texas Family Code 264.406)
- Participate in individual case review/staffing prior to and following the forensic interviews.
- Coordinate with the CACHC, law enforcement, as well as medical staff of the children who have made and outcry of abuse or neglect meet the protocol of a SANE exam or medical evaluation.
- Provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending caregivers regarding any placement of and protection of the child, advice CACHC staff of any plans for mental health, medical, or other social services referrals for the child victim and/or non-offending caregivers.
- Attend all scheduled MDT case review meetings and participate in the sharing of information regarding case status and plans for continued family involvement with other MDT members (Texas Family Code 264.406). If unavailable, contact CACHC Coordination Staff in advance to provide pertinent information or send a representative that is prepared to update the team.
- Report referrals to law enforcement and conduct joint investigations as required by law.

- Participate in CACHC activities including professional education, community education efforts and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT Process.

#### **Child Care Investigations (CCI)**

- Child Care and Registered Child Care Investigations **will schedule** a forensic interview for victims of abuse and neglect in child-care operations, and child placing agencies facilities, who are listed as on the Statewide Intake for a Priority One and Priority Two, who meets the acceptance criteria in accordance with the working protocols, and the report is made by a **professional reporter** as defined by TFC Section 261.101.
- Will be present and collaboratively participate with the forensic interview process conducted at the CACHC and satellite offices along with any other program services.
- Contact the CACHC in the event an emergency forensic interview is needed after hours and remain on the premises at the CACHC or satellite offices until all services with the child victim and non-offending caregivers are completed.
- Facilitate, as necessary, the safe transportation of children and non-offending caregivers to the CACHC and satellite offices.
- Provide all relevant information/reports when appropriate (Texas Family Code 264.406);
- Participate in individual case review/staffing prior to and following the forensic interviews.
- Coordinate with the CACHC, law enforcement, as well as medical staff if the children who have made an outcry of abuse or neglect meet the protocol for a SANE exam.
- Provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending caregivers regarding any protection of the child, advise CACHC staff of any plans for mental health, medical or other social services referrals for the child victim and/or non-offending caregivers.
- Report referrals to law enforcement and conduct joint investigations as required by law.
- Attend all scheduled MDT Case review meetings and participate in the sharing of information regarding current case status and plan for continued investigative activity with MDT members (Texas Family Code 264.406). If unavailable, contact the CACHC in advance to provide pertinent information or send a representative from the investigative agency that is prepared to update the team.
- Participate in CACHC activities including professional education, community educational efforts, and team building programs.
- Provide feedback and suggestions regarding procedures and operations of CACHC and the MDT Process.

### **E. Medical Roles**

- A Sexual Assault Nurse Examiner (SANE), Physicians, Nurse Practitioners, Physician's Assistant, who has met the training standards, has pediatric experience, and child abuse expertise will conduct a comprehensive medical exam to sexual/physical and neglect abuse patients to include photo and written documentation of injuries/and or other physical findings and collect evidence.
- **Acute** SANE exams (less than 120 hours since the sexual assault occurred) will be performed at the nearest sexual assault forensic exam ready medical facility (SAFE) to ensure evidence is collected, the need for emergency contraception, and post-exposure prophylaxis for sexually transmitted infections (STI'S), pain management, and document evidence or complaint of anogenital bleeding or injury; and/or the need for a mental health evaluation.
- **Chronic** SANE exams (more than 120 hours since the sexual assault occurred) will be performed through a scheduled appointment at the CACHC or satellite offices by a CACHC SANE Nurse and/or referred to the closest SAFE ready medical facility. The medical sexual assault examination will consist of history/narrative of the alleged incident, a full body and a detailed anogenital exam, collection of photographic evidence, and/or the need for a mental health evaluation.
- They will actively and collaboratively participate with program services when appropriate.
- Provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending caregivers regarding medical evaluation, advice CACHC staff of any plans for mental health, medical or other social services referrals for the child victim and /or non-offending caregivers.
- Attend all scheduled MDT Case review meetings and participate in the sharing of information regarding current case status and plan for continued investigative activity with MDT members (Texas Family Code 264.406). If unavailable, contact the CACHC in advance to provide pertinent information or send a representative from the investigative agency that is prepared to update the team.
- Participate in CACHC activities including professional education, community educational efforts, and team-building programs.
- Provide feedback and suggestions regarding procedures and operations of the CACHC and the MDT process.
- Cases of child victims of alleged abuse who receive medical care from a non-MDT medical provider and/or a medical provider who does not specialize in child abuse will be reviewed by the designated MDT Medical Provider to assess the need for further evaluation/and or treatment.

- A medical facility who will be providing services as part of a multidisciplinary approach for the purpose of child abuse cases will have an additional linkage agreement detailing their roles and responsibilities.

#### **F. Mental Health Providers**

- Off-site participating Mental Health Providers with a CACHC Memorandum of Understanding will share pertinent information regarding victims, which may include progress in treatment, attendance, and other information deemed appropriate for sharing with MDT involved.
- Off-site Mental Health Providers will also be advised and encouraged to attend any MDT Case Review meetings, where their client's case will be discussed.
- Provide a clinical tracking form explaining the treatment goals, progress or lack of progress in treatment, and any concerns needing to be addressed by the MDT, during the initial month, and every three months thereafter as part of the MHP-MOU requirements.

#### **G. Children's Advocacy Center**

- The CACHC will serve as an interagency coordinated response center in order to facilitate an MDT approach with Law Enforcement, Texas Department of Child Protective Services, Juvenile Justice Center, and Doctor's Hospital at Renaissance Health System, The District Attorney's Office and off-Site Mental Health Providers.
- Will help to coordinate through a multi-disciplinary approach the investigation, prosecution, and intervention efforts of child abuse cases.
- Provide a child-focused setting designed to provide a safe, comfortable and neutral place for victims and their non-offending caregivers.
- Provide trained Forensic Interviewers to conduct legally sound, non-leading, neutral interviews for the purpose of investigations;
- Provide Victim Support and Advocacy services to the children and families who are referred to our center.
- Assist families with Mental Health and Medical Referrals.
- Provide a place for MDT Members to meet with the child and non-offending caregivers.
- Provide a facility at which a Multidisciplinary Team can meet to facilitate the efficient and appropriate disposition of child abuse cases through the civil and criminal justice systems on a monthly or as needed basis.
- Will receive and review TDFPS Statewide Intakes for acceptance criteria and collaboration between MDT members.
- Track each case as it moves through the investigative and legal process until final disposition.

- Advocate and provide support for the children and families served by the CACHC.
- Assist families with crime victim applications, as needed, and maintain contact to monitor the progress of any victim services provided.
- Provide continued support to clients and non-offending caregivers.
- Provide Mental Health Therapists who meet the qualifications to conduct trauma-based counseling services.
- The CACHC will serve as a clinical consultant and will support, and monitor the treatment progress and outcomes of any child victim and their non-offending caregivers.

### **CONFLICT RESOLUTION**

In the event of a conflict arising between team members regarding management of cases, conducting of interviews, staffing of cases, etc. the CACHC Executive Director shall contact the agency supervisors who have authority over the individuals involved in the conflict/complaint. The Executive Director will provide in writing specific information about the nature and context of the conflict/complaint. Each agency supervisor will have sole authority in determining what, if any, action will be taken toward the individual team members involved, in effort to resolve the conflict. In the event either agency involved deems a greater urgency, a called meeting of all agency supervisors may be requested, scheduled, and conducted.

### **CONFIDENTIALITY**

The files, reports, records, communications, and working papers used or developed in providing communications, and working papers used or developed in providing services under this Chapter are confidential and not subject to public release under Chapter 552, Government Code, and may only be disclosed for purposes consistent with Chapter 264. All State and Federal confidentiality laws will be followed in connection with this agreement.

Disclosure may be to:

1. The Texas Department of Family and Protective Services (TDFPS), department employees, law enforcement agencies, prosecuting attorneys, medical professionals, and other state agencies that provide services to children and families; and,
2. The attorney for the child who is the subject of the records and a court-appointed volunteer advocate appointed for the child under Section 107.031. Information related to the investigation of a report of abuse or neglect under Chapter 261 and services provided as a result of the investigation is confidential as provided by Section 261.201.
3. TDFPS, a law enforcement agency, and a prosecuting attorney may share with center information that is confidential under Section 261.201 as needed to provide services under this

Chapter. Confidential information shared with or provided to the center remains the property of the agency that shared or provided the information to the center.

4. Courtesy services will be provided to other federal and state law enforcement agencies other than those identified in this protocol when appropriate. These agencies will be required to sign a statement of confidentiality prior to participating in any program service.

5. The video and audio interview of a child made at the center will become property of the prosecuting attorney involved in the criminal prosecution of the case involving the child. If no criminal prosecution occurs, the video recorded interview is the property of the attorney involved in representing the department in a civil action alleging child abuse or neglect. If the department is not investigating or has not investigated the matter, the video recorded interview is the property of the agency that referred the matter to the center.

#### **FACILITY**

##### **ALLEGED PERPETRATORS**

The CACHC will provide a safe, neutral, child-focused facility for children and their non-offending caregivers.

**No alleged or confirmed perpetrators will be allowed in the facility and/or the CACHC premises. Only caregivers/family members who are directly involved with a case will be allowed in the facility and or the CACHC premises. Involvement is defined as a caregiver/family member who is supportive of the child victim and/or caregiver/family member. The CACHC staff may limit the amount of caregivers/family members in the facility.**

No interviews of alleged or confirmed perpetrators (adult or child) will be conducted at the CACHC facility. Juvenile (ages 10 years or older) will be allowed in the facility when services are provided to them as a child victim. CACHC coordination staff will ensure that the victim is scheduled on a different day and/or time from their alleged juvenile's perpetrator's appointment. Consideration will be given to allow alleged confirmed perpetrators in the facility, if their participation in mental health services is conducive to the victim's treatment.

Every effort will be made to avoid the presence of known perpetrators on site at the CACHC whenever possible. In some situations, it may be allowable for a parent/guardian or caregiver that is an alleged or confirmed offender of neglectful supervision, but not for sexual/physical abuse to bring the child to the center for a forensic interview or SANE exam concerning sexual abuse or a medical evaluation concerning physical abuse or neglect.

#### **Presence of Other Individuals**

Every effort will be made to avoid the presence of any known defense attorneys and/or lawyers representing a caretaker/alleged perpetrator on-site at the CACHC facility/premises. CACHC will seek further advisement from the Hidalgo County District Attorney's Office.

#### **Agencies Other than Hidalgo County Utilizing CACHC Services**

Upon request from our signature agencies, the CACHC will extend program services to other agencies of Hidalgo County.

When services are scheduled by TDFPS for a Law Enforcement agency outside of Hidalgo County, TDFPS will coordinate the appointment with a local Law Enforcement agency as a courtesy when available. Should a local Law Enforcement agency not be available, TDFPS may assign a Special Investigator to be present for the scheduled appointment.

#### **INTAKE AND CASE COORDINATION**

The Children's Advocacy Center of Hidalgo County, Inc. receives case intakes in any of the following manners:

- A. Direct referral from local law enforcement partner agencies via phone, email etc.
- B. Direct referral from local TDFPS partner agency via phone, email, etc.
- C. Referral from TDFPS Statewide Intake/Hotline via email

Regardless of method of receipt, the CACHC Coordination Staff will work to assist in coordination of joint investigations for any and all cases that meet the agreed upon case criteria within these MDT Protocols. The CACHC will strive to communicate with and connect the appropriate investigative agencies with one another and assist, as requested with the scheduling of any and all of the following core CAC services/activities appropriate for the respective cases: Forensic Interview, Victim Support and Advocacy, Medical Evaluations, Mental Health Evaluations and/or MDT Case Review.

#### **For Intakes received via the TDFPS Statewide Intake/Hotline System**

The CACHC MDT Coordination Staff will read, review and log all SWI reports received to determine if the Intake meets the agreed upon criteria for a multidisciplinary response and/or CACHC services, the MDT Coordination Staff will check to determine whether or not the case has already been referred by local law enforcement and/or TDFPS. For cases that have not yet been referred to the CACHC for a multidisciplinary team response and/or CACHC services, the MDT Coordination Staff will contact the appropriate investigatory agencies to:

- Alert them about the intake.

- Communicate how the case appears to meet agreed upon case criteria for an MDT response and/or CACHC services.
- Inquire as to what actions the investigating agencies wish to take at that time.

This outreach to the investigating agencies will be conducted through email, phone and/or text within 72 hours.

Coordination Staff will assist with communication and coordination among investigating agencies regarding the Intake and also offer to assist with scheduling services, as directed by the agencies. The MDT Coordination Staff will log details of the Intake through Collaborate (Pre-Intake function) as well as any actions determined to be taken at that time.

In the event an Intake meets the agreed upon case criteria for an MDT response and/or CACHC services, but the investigating agencies, for whatever reason, advise that no further action is needed/will be taken, the Investigator will provide the reason for dismissal of the Intake and that information will also be logged into the case record for future reference, as needed.

The CACHC's role in reviewing the reports is to review and identify Statewide Intake reports within the overall case acceptance criteria as defined by the Children's Advocacy Center's Working Protocol, and facilitate the CACHC's multidisciplinary team services related to case investigation, assessment, and intervention. In addition, we understand that the CACHC's access to the Statewide Intake reports shall not be construed to change, reduce, or expand the authority or jurisdiction of the Children's Advocacy Center or any multidisciplinary team partner agency as it relates to initiating and conducting investigations, assessments, and/or interventions.

The CACHC will store, retain, and destroy all Intake Reports in accordance with the CACHC Records Retention Policy.

#### **COLLABORATIVE ACTIVITIES AND PROGRAM SERVICES**

#### **SPECIFIC CASE CRITERIA FOR SERVICES FOR FORENSIC INTERVIEWS, MEDICAL EXAMS, MENTAL HEALTH, AND VICTIM SUPPORT AND ADVOCACY.**

The Children's Advocacy Center of Hidalgo County, Inc. (CACHC) is committed to providing collaboratively activities and program services with the following overall criteria outlined within these MDT Protocols.

The following cases that meet the overall criteria will be referred for an MDT response:

#### **Priority One Criteria**

1. Sexual Abuse allegations to include, but not limited to (as defined in the Texas Penal Code):

- a. Aggravated Sexual Assault (Sec.22.021)
- b. Sexual Assault (Sec. 22.011)
- c. Continuous Sexual Abuse of a child (Sec.21.02)
- d. Indecency with a Child (Sec.21.11)
- e. Prohibited Sexual Conduct (Sec. 25.02)
- f. Indecent Exposure (Sec.43.25)
2. Possession of promotion of Child Pornography (Sec.43.26)
3. Sexual Performance by a child (Sec.43.25)
4. Trafficking of Persons (Sec.20A.02)
5. Human Smuggling (Sec.20.05)
6. Solicitation of a child (Sec.22.06)
7. Injury to a Child (Sec.22.04)

#### **Priority Two Criteria**

1. Allegations of Physical Abuse
2. Child Fatality
3. Child Witness to a Crime
4. Allegations of Neglect
5. Child at Risk of Abuse

#### **Collateral/Witness Interviews by Partner Agencies**

Partner Agencies are encouraged to conduct all interviews of non-offending caregivers/siblings at the CACHC whenever space and schedule permits.

#### **After Hours Overall MDT Respond**

The CACHC will be available during business hours from 8:30 AM to 5:30 PM and after business hours to respond to TDFPS cases related to a report of abuse that is made by a professional reporter and that alleges sexual abuse of a child; or is a type of case handled by the center in accordance with the case criteria outlined in these working protocols; or a child fatality in which there are surviving children in the deceased child's household or under the supervision of the caregiver involved in the child fatality.

#### **FORENSIC INTERVIEWS**

##### **TARGET POPULATION**

The CACHC target population for forensic interviews consists of child victims of maltreatment to include; sexual abuse, physical abuse, human trafficking, and witness to a violent crime ages 2-17, as well as adults with substantial impairment (with the direction of the District Attorney's Office).

A forensic interview is a developmentally sensitive and legally sound method of gathering factual information regarding allegations of abuse and/or exposure to violence using a semi-structured narrative process and are coordinated to avoid multiple interviews. Interviews are conducted by a competently-trained, neutral professional utilizing research and practice informed techniques as part of a larger investigative process.

All interviews shall be conducted by a trained CACHC Forensic Interviewer with specialized training in conducting forensic interviews at the CACHC, satellite offices, or approved mobile site via scheduled appointments in a CACHC interview room. All forensic interviews will be conducted utilizing the CAC of Texas Semi-Structured Narrative Interview Process or a Nationally Recognized process. A CACHC interview room is defined at any location that has been established by the CACHC.

**A. Appointment/CACHC Intake Process**

MDT members requesting a Forensic Interview are required to schedule an appointment with CACHC Coordination Staff. Coordination Staff will gather pertinent information from the referring agency necessary to complete the intake process.

Appointment will be scheduled at the CACHC location closest to the victim's residence when possible.

Information Required at Intake:

1. Allegations.
2. Identifying information for victim, non-offending parent and alleged perpetrator.
3. Known victim's disability.
4. Individual transporting the victim and their date of birth.
5. Victim's address/city.
6. Information regarding additional investigative agency involved (TDFPS or Law Enforcement) case number and investigator assigned.
7. Contact phone number for investigator(s) involved.

**B. Joint Investigation Coordination and MDT Notification**

It is a policy that victims be exposed to a minimum number of interviews and interviewers pursuant to Section 264.403 of Texas Family Code. Interviews conducted with victims of sexual abuse and serious physical abuse will be conducted jointly by an Investigator from the appropriate TDFPS, and Law Enforcement Agency, pursuant to Section 261.301 of the Texas Family Code. CACHC Coordination Staff will follow-up and notify team members prior to the

forensic interview of a child victim to ensure all investigative agencies involved are present. The investigative team (TDFPS or Law Enforcement) scheduling the appointment is responsible for all communication with and/or non-offending caregivers/guardian and /or an agency responsible for the transportation of the victim to the appointment.

**C. Individual Conducting the Interview**

Forensic interviews will be conducted by a CACHC trained Forensic Interviewer who has completed the required trainings. Only the alleged victim, a forensic interviewer, as well as an interpreter when needed, will be allowed in the interview room.

Forensic interviews will be conducted based on the outlined overall acceptance criteria for Program Services and a trained Forensic Interviewer will be selected for each specific case that fits appropriately to the child victim's needs.

Forensic Interviewers will have successfully completed documentation of timely progress towards or satisfactory completion of the Children's Advocacy Centers of Texas, Inc., Forensic Interviewer Core Curriculum; and/or a curriculum that is a national; and/or state recognized forensic interview trainings and adheres to current research and best practices.

Forensic Interviewers who conduct forensic interviews will participate in a structured peer review process for forensic interviewers a minimum of two (2) times per year. In addition, all Forensic Interviewers will participate in ongoing education in the field of child maltreatment consisting of 8 contact hours annually.

**D. Interpreter**

In the event the victim and/or a non-offending caregiver require the use of an interpreter, the referring agency will coordinate services. The CACHC will assist with the coordinating of those services when needed. The interpreter will provide a copy of their credentials, a valid identification, and participate during the forensic interview when needed.

Additionally; the interpreter will be required to read and sign the "Guidelines for Interpreters During an Interview" form as well as a confidentiality agreement.

**E. Availability/Presence of MDT Members on Joint Interviews**

MDT members with investigative responsibilities **must observe** the forensic interview(s) to ensure necessary preparation, information sharing, and MDT/interviewer coordination throughout the interview and post-interview process.

Law Enforcement and/or a TDFPS investigator **must be present** for the observation of the forensic interview; however, in the event one is unable to be present, the case investigator or

their immediate supervisor must give approval for the forensic interview to be conducted in his or her absence.

No interview will be conducted at the CACHC when **not observed** by at least one Law Enforcement or TDFPS *Investigator*. CACHC staff will allow 15 minutes after scheduled interview time for all agencies involved to arrive before making alternative arrangements. Should an investigative agency not arrive within the 15 minutes and/or CACHC is unable to make contact, the CACHC may proceed with the scheduled interview if they were previously notified of the appointment.

#### **F. Who Observes the Interview**

All CACHC interviews shall be observed by at least one authorized investigative team member (TDFPS, Law Enforcement (local, state or federal) and a designated/assigned prosecutor from the District Attorney's Office) to ensure the privacy for the victim and minimize the number of witnesses involved directly with the investigation and prosecution.

Those **who may** observe the forensic interview may include:

- Other CACHC staff such as the Sexual Assault Nurse and CACHC Mental Health Counselor may observe the forensic interview when appropriate.
- Off-site agency (e.g., Medical, Mental Health, etc.) may observe a forensic interview by court order or with the approval of the District Attorney or the designated prosecutor whenever feasible.

Those **who may not** observe the forensic interview:

- Caretakers, lawyers representing caretaker(s), therapists, social workers, advocates, and/or significant others **shall not** be allowed to be present in the interview room or observation room during a forensic interview.
- An Ad Litem Attorney may not observe the interview.
- A partner agency intern and/or volunteer shall not be allowed to be present in the observation room during the forensic interview unless otherwise approved by the Director or the Program Director of the CACHC.

#### **G. Pre-Interview Procedures**

TDFPS and/or Law Enforcement Investigators should introduce themselves to the non-offending caregivers of the child victim and explain their roles in the investigation process prior to the beginning of the interview.

The Forensic Interviewer, when feasible, will introduce themselves and explain the interview process to the non-offending caregivers. In the event the interviewer is unable to do so, the Victim Advocate may explain the process.

The Victim Advocate may introduce the victim to the interview room prior to the forensic interview. When possible the Forensic Interviewer and Victim Advocate should assess the child's developmental level and inquire about any known disabilities the child may have with the non-offending caregivers.

The Forensic Interviewer will meet with the case team prior to beginning an interview to discuss any pertinent information regarding the case or alleged victim. Should an audio/video recording and/or written statement have been conducted by TDFPS or a Law Enforcement Agency with the victim(s), the audio/video recording and/or written statement will be provided to the jurisdiction involved in the joint investigation (pursuant to Section 261.301 of the Texas Family Code) case prior to a forensic interview. If the interview is agreed upon by the case team, the case team should agree upon the parameters of this interview.

In the event a child is present for multiple CACHC services, the case team will discuss and determine which service should be completed first (i.e. medical, interview, etc.).

#### **H. During the Forensic Interview**

The case team will observe and take notes as the forensic interview is being conducted. If the case team has any questions during the interview process, they may communicate with the Forensic Interviewer via a listening device. The case team may utilize a mic to communicate with the interviewer if they have questions or need clarification. The interviewer will receive their questions through an ear-piece, which they may wear during the forensic interview. In the event the Forensic Interviewer needs to communicate with the case team and choose not to use the listening device, the interviewer may step out of the interview room (taking into consideration the victim's age/and or demeanor) to discuss their questions or concerns with the case team.

The Forensic Interviewer may use aids during the interview process which may include male and/or female anatomical drawings and dolls, assessment tools, as well as any other aids deemed necessary by the case team. In some cases, it is necessary for the Forensic Interviewer to introduce evidence when deemed necessary by law enforcement and/or TDFPS.

The case team may request for the Forensic Interviewer when deemed necessary to introduce evidence during the interview. All information to include photographs, and or documentation

must come from Law Enforcement and/or TDFPS. The CACHC will not print, copy, or create documentation. All work product will become part of the forensic interview, and will be stored accordingly to policies and procedures and a copy will be provided to law enforcement.

#### **I. Post Interview Procedure**

After the interview, the interviewer, victim advocate, law enforcement, and/or TDFPS (case team) (when applicable) will meet to discuss the outcome of the interview, clarify any questions or concerns regarding the case, identify type of case review (expedited or full review) and identify any additional services.

Law enforcement will provide, if any, an offense category for CACHC record keeping. A Victim Advocate may share information gathered through their assessment of the non-offending caregivers with the case team. Following that meeting, law enforcement/and or TDFPS should meet with the non-offending caregivers to explain the outcome of the interview and answer any questions they may have.

When relevant, the case team will discuss and determine the need for a SANE exam or a medical evaluation. If a SANE exam or medical evaluation was completed, CACHC will document when and where it was done, if one has not been done, and one is needed, CACHC staff may facilitate scheduling the SANE exam or medical evaluation with the CACHC or an approved Safe Ready Medical Facility (SAFE).

#### **J. Subsequent Forensic Interview**

A subsequent interview is an interview to supplement the initial, completed forensic interview.

While it is the CACHC's goal to minimize the number of interviews per child, if an MDT member believes that a subsequent interview is necessary, the procedure shall be as follows:

1. Case Team should confer and discuss the need for a subsequent interview and reach a consensus.
2. If an audio/video recording and/or written statement interview has been conducted by TDFPS or a Law Enforcement Agency with the victim(s), the audio/video recording and/or written statement will be provided to the jurisdiction involved in the joint investigation (pursuant to Section 261.301 of the Texas Family Code) case prior to a subsequent interview.
3. If the follow-up repeat interview is agreed upon by the case team, the case team should agree upon the parameters of this interview.

4. CACHC will seek the assistance of the District Attorney's Office when a consensus is not met with the case team.
5. A subsequent interview will be conducted by the same Forensic Interviewer when possible.

#### **K. Multi-Session Forensic Interview (MSFI)**

A multi-session forensic interview is one forensic interview completed over multiple sessions for children and cases with special considerations. Special considerations include:

1. Children with disabilities
2. Children from diverse cultural backgrounds
3. Preschool children
4. Children who have experienced extreme trauma
5. Children who are victims of human trafficking

The case team should make the decision to have a MSFI conducted in place of a traditional interview. A MSFI should only be conducted with a unanimous case team support for the initial Forensic Interviewer.

Prior to scheduling a MSFI for a courtesy law enforcement jurisdiction, the partner agency scheduling the appointment, or CACHC staff should consult with the designated investigative agency for MSFI approval.

All MSFI successive sessions will be coordinated through the Forensic Interviewer and will be scheduled promptly.

#### **Multi- Session Forensic Interview Work Product**

An original DVD will be created after each successive session of a MSFI. The DVD (s) will be stored by the forensic interviewer at the CACHC under double lock until the MSFI sessions have concluded.

The forensic interviewer will make a full color copy of the original work product completed during the MSFI for each successive session. All work product will be stored by the forensic interviewer under double lock at the CACHC until the MSFI sessions have concluded.

#### **L. Video Recordings**

Interviews conducted at the Children's Advocacy Center of Hidalgo County, Inc. With victims will be video recorded pursuant to Texas Family Code Section 261.302.

Forensic Interviewers will burn all forensic interviews onto a DVD and one original DVD will be provided to each investigative agency. An original video recording and copies of all work products used during the interview (i.e. anatomical drawings) may be created for the District Attorney's Office on a case by case basis or as requested by the designated/assigned prosecutor.

Each DVD will be labeled with the following:

- Date of the interview
- CACHC case number
- Victim's name
- Law enforcement and/or TDFPS
- Case number and assigned investigator
- Name of the forensic interviewer

TDFPS and Law Enforcement Investigators will sign and date CACHC records that reflect that an original DVD recording was provided.

***CACHC will not store any audio/video recording/DVD interviews at the center. If a case team member is not present for the recording of the forensic interview, the DVD/Video recordings(s) will be turned over to law enforcement and/or TDFPS and/or Prosecutor present at that time of the recording.***

A video recording of an interview of a child that is made is the property of the prosecuting attorney involved in the criminal prosecution of the case involving the child. If no criminal prosecution occurs, the video recording is the property of the attorney involved in representing the department in a civil action alleging child abuse or neglect. If the matter involving the child is not prosecuted, the video recording is the property of the department if the matter is an investigation by the department of abuse and neglect. If the department is not investigating or has not investigated the matter, the video recording is the property of the agency that referred the matter to the center (TFC Sec.264.408).

#### **M. After Hour Forensic Interviews**

On a case -by-case basis MDT members will assess whether it is in the best interest of the child to conduct a forensic interview after hours (e.g. night and/or weekends). CACHC on call staff will consider the following when scheduling after hour interviews.

##### **1. Allegations**

2. Time of requested interview
3. Child's health and emotional state at the time of request
4. Availability of staff
5. Case details

MDT members will contact the CACHC through the 24-hour, seven day a week answering service at telephone number 956-287-9754 for emergency Forensic Interviews. When the interview cannot be conducted after hours, priority will be given to the case and it will be scheduled at the earliest date and time feasible and agreeable to all agencies involved.

On call CACHC staff will be available in the event of an emergency 24 hours a day 7 days a week. On call staff includes, but is not limited to; a Forensic Interviewer, a Victim Advocate, a Clinical Advocate, a SANE nurse, a Counselor and or Therapist.

#### **N. Off-Site Interviews**

Off -site forensic interviews will be available on a case-by-case basis using the CACHC portable equipment. Off-site forensic interviews will be conducted in an appropriate environment conducive to audio and video recording. CACHC Coordination Staff and MDT members will ensure the location of where the interview will be conducted will be to the best of their ability and appropriate for the child to be interviewed. CACHC staff may include, but it's not limited to: A Forensic Interviewer, a Victim Advocate, and a Clinical Advocate.

#### **O. Equipment**

A portable laptop, camera, and microphone will be taken to an off-site approved location. The off-site location will be approved by the Director and Program Director of the CACHC. The equipment will be operated by a trained Forensic Interviewer.

The following guidelines will be used when choosing a site:

- Interview Room
- Observation room
- Waiting room
- Intake room

The following guidelines will be strictly enforced when conducting interviews using the mobile equipment:

- Maintaining Confidentiality

- Signs on doors when necessary
- Location of site
- Monitoring of parents
- Confidentiality agreements signed with interview site

**P. Tracking of Portable Forensic Interviews**

CACHC Coordination Staff will document the location of the forensic interview on an intake form. When an interview is recorded the original recorded interview will be provided to Law Enforcement and a copy will be given to the TDFPS Investigator. A separate copy of the interview will be saved on the CACHC's hard drive for the District Attorney's Office if applicable.

**No copies of the mobile interview will be stored in the mobile lap top.**

**VICTIM SUPPORT AND ADVOCACY**

The CACHC target population for victim support and advocacy consists of child victims of maltreatment to include; sexual abuse, physical abuse, human trafficking, and witness to a violent crime ages 2-17, as well as adults with substantial impairment (with the direction of the District Attorney's Office). Victim Advocacy services will also be provided to non-offending family members who meet the overall case criteria for an MDT response. In addition, Victim Support and Advocacy Services will be provided on a case by case basis to children and/or family members from the community when approved by the Executive Director.

The focus of victim support and advocacy is to help reduce trauma for the victim child and non-offending caregivers and to improve outcomes. Coordinated victim advocacy services encourage access to and participation in investigation, prosecution, treatment, and support services through the life of the case and thus are a necessary component in the MDT's response.

**Victim Advocate**

A Victim Advocate or trained MDT member who has the specialized training in victim advocacy will provide victim support to child victims and their non-offending caregivers.

A Victim Advocate or trained MDT member will demonstrate that they have successfully completed a minimum of 24 hours of instruction within 6 months of hire. The training must consist of specific criteria as outlined by the CAC of Texas and/or appropriate training requirements specific to the services they provide, if an individual provides victim support and advocacy services as part of the CACHC/MDT response.

A Victim Advocate or trained MDT member will demonstrate participation in on going education in the field of Victim Advocacy and Child Maltreatment consisting of eight (8) contact hours annually.

**A. Greeting and Orientation**

The Victim Advocate will greet and provide an orientation to children/and their non-offending caregivers and will be available during the forensic interview to provide support to non-offending caregivers and participate in pre and post interview case staffing when applicable.

**B. Assessment**

A Victim Advocate will conduct an assessment with the parent/legal guardian present to determine the need for services relating to the investigation of abuse for their child and or parent/legal guardian. They will also assess the child(s) and non-offending family caregiver's/family's mental state and feelings about participation in the investigation/prosecution.

**C. Crisis Intervention**

A Victim Advocate may provide crisis intervention and support at all stages of the investigation and prosecution process of the victim and their non-offending caregivers.

**D. Information and Referral**

The Victim Advocate will provide relevant educational literature/information, which may include:

- Information about the Children's Advocacy Center
- Educational literature/information related to child abuse and services provided
- Off-site available resources
- Referrals for counseling services on-site or off-site
- Victim's Rights
- Assistance with procuring services (housing, protective orders, domestic violence intervention, food, transportation, public assistance)
- Provide information about the investigation process
- Texas Crime Victim's Compensation as well as assistance with the completion and submission of the application.
- Victim Information and Notification Everyday (VINE) as well as assistance with the registration process

**E. MDT Case Review Meetings**

The Victim Advocate will attend and/or coordinate MDT case review meetings. They will provide updates to non-offending caregivers on case status, continuances, dispositions, sentencing, and offender release from custody when appropriate. The Victim Advocate will also provide MDT updates regarding the victim and/or the caregiver/family status during case review meetings.

#### **F. Family Follow Up**

The Victim Advocate and/or other CACHC staff will conduct a follow-up telephone call with the victim or the victim's protective family member/caregiver after their visit to the CACHC.

#### **G. Accompaniment**

The Victim Advocate may be available to the victim and/or non-offending caregivers for accompaniment to court, medical and/or other types of accompaniment related to the investigation or prosecution of their case.

#### **MENTAL HEALTH SERVICES**

The CACHC target population for mental health services consists of child victims of maltreatment to include; sexual abuse, physical abuse, human trafficking, and witness to a violent crime ages 2-17, as well as adults with substantial impairment (with the direction of the District Attorney's Office). Mental health services will also be provided to non-offending caregivers who meet the overall case criteria for an MDT response. In addition, mental health services will be provided on a case by case basis to children and/or family members from the community when approved by the Executive Director.

Mental health services to include: debriefings, screenings, crisis intervention, and specialized trauma-focused and evidence based treatment are eligible to child victims of abuse and their non-offending caregivers. Priority will be given to victims that have received other CACHC services; however, outside referrals will be allowed on a case by case basis. Additionally, all mental health services to child victims and their non-offending caregivers will be free of charge for clients referred to the CACHC as part of an MDT response.

Mental health services are separate from the forensic process of gathering evidentiary information. Child victims and their non-offending caregivers are eligible to receive mental health treatment to assess and mitigate the long-term impacts of trauma or other diagnosable mental health conditions.

#### **A. Post Debrief:**

CACHC personnel will conduct debriefings with victims and non-offending caregivers after a forensic interview and medical exam. This will allow the victim to express their experience and

feelings about the forensic interview and/or medical exam. During the process CACHC personnel will identify the needs for mental health services, evaluate the need for immediate crisis intervention, and formulate recommendations for additional services.

**B. Crisis Interventions:**

A trained CACHC personnel will evaluate the victim and/or non-offending caregivers for risk of self-harm or suicide when appropriate. CACHC trained personnel will discuss findings, concerns and/or action plans with the non-offending caregivers and/or investigators present. If applicable and a safety plan is needed, CACHC trained personnel will follow-up as needed with the victim and guardian/parent to ensure the child's mental health concerns are addressed and take the necessary steps if additional intervention is needed.

**C. On-site Counseling:**

**1. Referrals:**

A request for mental health services must be made by completing a Counseling Referral Form. Internal referrals will be made by the Victim Advocate. Partner agencies wishing to make outside referrals can contact a member of the CACHC Mental Health Department to make a referral. Information required to indicate a referral:

- a. Victim name, date of birth, home address.
- b. Legal guardian name and phone number.
- c. Identified symptoms/behavior changes
- d. Contact information for TDFPS and Law Enforcement investigators (if applicable)
- e. Date of CACHC Interview (if applicable)
- f. Alleged Offense (if applicable)
- g. Name/Relation of Alleged Perpetrator (if applicable)

**2. Intake Appointment:**

The following documentation is required (if applicable) prior to the intake appointment:

- a. Insurance Card
- b. Divorce Decree /Parenting Decree
- c. Child Support Order
- d. Crime's Victim's Compensation Approval Letter

**3. Screenings:**

CACHC trained Mental Health Personnel will conduct a screening after receiving a completed referral form. The screening will consist of indicators to ensure that a child victim and non-offending member meets the criteria for counseling.

#### **4. Counseling:**

CACHC trained Mental Health Personnel will provide individual, group, and family counseling to victims of abuse and non-offending caregivers. Evidenced-based and other practices will be used to reduce the emotional trauma and the risk of future abuse to help victims overcome their psychological difficulties and achieve optimal growth and development.

On a case by case basis counseling services may be provided to victims and non-offending caregivers off-site at their home or school of residence. Victims and non-offending caregivers needing specialized treatment and/or extended therapeutic treatment will be referred to other professionals in the community, if their need cannot be met at the center.

#### **D. Referrals to Off-Site Mental Health Providers:**

A separate Mental Health Provider Memorandum of Understanding (MHP-MOU) is established between the CACHC and local Mental Health Providers to provide individual, group, and /or family counseling to victims of abuse including children and their protective caregivers/family members.

CACHC personnel will coordinate the initial appointment for the off-site service to assist family members, before leaving the center. A referral list of Mental Health Providers will be provided to the non-offending caregivers, should they decline services at the CACHC and/or do not leave with an initial appointment made with the off-site service.

Local Mental Health Providers are requested to submit a clinical tracking form explaining the treatment goals, progress or lack of progress in treatment, and any concerns needing to be addressed by the Multi-Disciplinary Team, during the initial month, and every three months thereafter as part of the MHP-MOU requirements.

#### **E. MDT Case Review Meetings**

CACHC Mental Health Personnel will be involved with case management and case review (i.e. referral, follow-up, communication with Mental Health Providers, and continued communication with Multi-Disciplinary Team Members) to ensure clients' needs have been met.

#### **F. Mental Health Records**

CACHC will keep clinical/mental health records in accordance with state and federal laws and board policy regarding Retention of Records. Client's Mental Health records are kept confidential.

CACHC will not release client information without the proper authorization by the client/client's guardian. Mental Health records may be legally available to other medical providers for the purpose of needed treatment of the patient and to those agencies mandated to respond to a report of alleged child abuse. In some circumstances a written consent or court order will be required. A log of all disclosures will be maintained with the medical record, in accordance with federal privacy rules.

A records request for mental health records from an attorney or other entity must be accompanied by a Subpoena. The CACHC reserves the right to request a court order made by a Judge before releasing any records and fulfilling a Subpoena.

### **MEDICAL EVALUATION SERVICES**

The CACHC will recommend and facilitate SANES and medical evaluations for physical and neglect cases as part of the multidisciplinary response medical treatment to child victims of alleged abuse. CACHC provides a 24-hour, seven day a week answering services telephone number (956-287-9754) for partner agencies (MDT members) to call for emergency medical evaluations. The investigative agency will set up an appointment, preferably after the child forensic interview. The MDT members discuss and agree to the need for medical exams to be scheduled on the same day as the interview (when feasible). MDT (Law Enforcement and TDFPS Investigators) members will inform the parents that a medical examination is needed. The victim will be seen at the CACHC, satellite offices, or at a SAFE ready medical facility. Calls received by the CACHC that are classified as an acute case will be recommended to be scheduled with a SAFE ready medical facility.

**MDT members should schedule a SANE exam/medical evaluation when a child has disclosed sexual, physical or neglect abuse, or is suspected of being sexually abused by a family member, and meets the overall acceptance criteria for an MDT response; however, children should never be forced to undergo the examination.**

MDT members requesting a sexual assault or medical examination are required to schedule an appointment with CACHC Coordination Staff. The CACHC Coordination Staff will gather pertinent information from the referring agency necessary to complete the intake process.

Information Required at Intake:

- a. History of the incident;
- b. Identifying information for victim, protective family member, and alleged perpetrator;
- c. Type of exam requesting;
- d. Individual transporting children;

- e. Victim's address/city;
- f. Additional investigative agency involved (TDFPS or Law Enforcement), case number, and investigator assigned;
- g. Contact phone number for investigator (s) involved;
- h. Case priority;
- i. History of mental health for the victim.

#### **A. On-site Sexual Assault Exam**

A CACHC SANE Nurse who is trained and meets the eligibility requirements will conduct all non-acute SANE examinations on a scheduled basis and will seek guidance from the Medical Director who is part of the multidisciplinary response team and who also meets the eligibility standards. In the event the CACHC SANE Nurse is not available, the investigative agency with legal jurisdiction will be responsible to coordinate with a SAFE medical ready facility who employs a provider who is trained and meets the eligibility standards.

MDT members requesting a sexual assault examination are required to schedule an appointment with CACHC Coordination Staff. The CACHC Coordination Staff will gather pertinent information from the referring agency necessary to complete the intake process.

#### **B. Non-Acute Examinations**

A sexual assault incident occurring more than 120 hours from the incident will be scheduled through the CACHC and conducted by a SANE Nurse at the CACHC or satellite offices. In the event of urgency and the CACHC's schedule does not permit for the examination, the investigative agency with legal jurisdiction in the case will schedule the exam with a SANE Nurse at a SAFE ready medical facility.

#### **C. Acute Examinations**

A sexual assault incident occurring less than 120 hours prior to the report **WILL NOT be seen at the CACHC.**

1. CASES PRESENTING INITIALLY TO LAW ENFORCEMENT OR CHILD PROTECTIVE SERVICES: The agency receiving the initial report will refer the child to a SAFE ready medical facility for immediate assessment and treatment. When necessary, law enforcement will transfer the child to the hospital for treatment.

2. CASES PRESENTING INITIALLY TO HOSPITAL EMERGENCY ROOM: ER personnel should attempt to contact SANE staff, and if available, request their participation with the examination.

#### **D. Off- Site Sexual Assault Exams**

When a CACHC Sexual Assault Nurse is not available, assistance by CACHC will be provided for an off-site SAFE ready medical facility.

In the event a child victim of alleged abuse is treated by a non- MDT medical provider and/ or a medical provider who does not specialize in child abuse a designated MDT medical provider will review and assess the need for additional evaluation and/or follow up care if deemed necessary.

**E. Medical evaluations for child victims of alleged physical/neglect abuse**

The CACHC Nurse will conduct a medical evaluation for signs of maltreatment (physical/neglect abuse), medical conditions, and mental health concerns and will take the following steps;

- If the victim child has sustained physical injuries or there are signs of neglect and/or physical abuse, the CACHC SANE Nurse will refer the victim child to a SAFE ready medical facility for immediate assessment and treatment by ER personnel. When necessary, law enforcement will transfer the child to the hospital for further evaluation and medical treatment.
- If the victim child is thought to have a medical condition, the CACHC SANE Nurse will refer the victim child to their Primary Care Physician and/or the nearest SAFE ready medical facility for further evaluation and medical treatment.
- When necessary the CACHC staff will notify the appropriate agencies if there is knowledge or suspected signs of abuse and neglect.
- CACHC staff will refer child victims for therapy to address trauma related to the abuse/assault within our members of our CACHC/MDT staff. In the event the CACHC has a waiting list, a referral for a Mental Health Provider will be initiated by our CACHC staff and all pertinent information will be provided to non-offending caregiver.
- The CACHC SANE Nurse and/or CACHC staff will conduct a 72-hour follow-up phone call with a non-offending caregiver to ensure the victim child received the necessary treatment and there are no concerns.

**F. Documentation of Medical Findings**

All medical findings to include; medical history and physical evaluation will be carefully, thoroughly recorded, and legibly documented by the CACHC SANE Nurse and CACHC staff. The medical record will include a statement as to the significance of the findings and treatment plan. The CACHC SANE Nurse is responsible for all photo documentation and will be completed in all cases when the SANE or a medical evaluation is conducted at the CACHC.

In the event a SANE or medical evaluation is conducted outside of the CACHC, it is the responsibility of the investigative team who has jurisdiction over the case to ensure all documentation is obtained and shared with all investigatory agencies, who are mandated to

respond to a report of alleged child abuse and be made available to other medical providers for the purpose of needed treatment of the patient.

**G. Record Keeping, Confidentiality of SANE Exams, Medical Evaluations, and Subpoenas**

Medical records will be maintained in compliance with federal rules governing protection of patient privacy. Medical records may be legally available to other medical providers for the purpose of needed treatment of the patient and to those agencies mandated to respond to a report of alleged child abuse. In some circumstances a written consent or court order will be required. A log of all disclosures will be maintained with the medical record, in accordance with federal privacy rules.

All medical records will be stored under double lock and key and only authorized CACHC staff will have access to the records. Medical records will be labeled with the child's first, middle (if applicable), and last names. Photos/ videos will be stored in a separate protective sleeve to ensure no damage occurs.

**H. MDT Case Review Meetings**

CACHC Medical Health personnel will be involved with case management and case review (i.e. referral, follow-up, communication with Mental Health Providers, and continued communication with Multi-Disciplinary Team Members) to ensure clients' needs have been met.

**MDT CASE REVIEW MEETINGS**

MDT case review meetings are required by the Texas Family Code Section 264.408 and CAC of Texas Standards. The purpose of case review meetings is to ensure that each case is worked from its onset through a cooperative and effective effort by the signatory agencies and CACHC staff.

**A. Location of Meetings**

MDT case review meetings will be conducted at the CACHC or other announced locations; such as CACHC satellite offices, or District Attorney's Office. Case review discussions *may occasionally* be facilitated with the aid of technology (conference calls, Skype, or video conferencing).

**B. Coordination and Facilitation**

Case review meetings will be coordinated and facilitated by CACHC Coordination Staff Members.

**C. Attendees**

The following MDT members will attend and participate during the staffing of their case or have someone sit in with knowledge of the case:

- Law Enforcement

- Child Protection
- Prosecution
- Medical
- Mental Health
- Victim Support and Advocacy
- Forensic interviewing
- Children's Advocacy Center

#### **D. Case Criteria Selection Categories**

Cases will be selected for review based on offense/outcry after a forensic interview, SANE exam and/or a medical evaluation. The CACHC MDT will review every open case to identify and initiate the need of an MDT review.

#### **E. Special Case Review Meetings referred by MDT**

An MDT member wishing to refer a case for case review will contact the CACHC and provide the details of the case. CACHC Coordinating staff will gather all pertinent information and schedule a Case Review. The time-line of when the Case Review will happen will be based on the MDT's recommendation.

#### **F. Frequency of Meetings**

Case review meetings will typically be scheduled biweekly, however, no less than once a month.

#### **G. Agendas**

The CACHC will prepare an agenda with identified cases to be reviewed and distribute to identified MDT members involved with those cases. The agenda will be distributed only to those identified MDT members through a secured business e-mail.

#### **H. Case Review Recommendations**

Designated CACHC staff will follow-up on MDT recommendations identified during MDT case review meetings.

#### **I. Case Tracking**

The CACHC monitors and tracks each case progress throughout the multidisciplinary interagency response. A database has been put in place in order to connect pertinent information for decision making and service provision to children and families at the CACHC. Information is maintained in a case log and can be retrieved by the CACHC Coordination Staff for the purposes of reporting statistical information to be shared with oversight agencies, CACTX, and/or state funding.

MDT partners wishing to access the database will contact the CACHC and request in writing details of the information needed and a timeline of when the information is needed.

### **COURT ACCOMPANIMENT AND COURT PREPARATION**

A CACHC Victim Advocate who is familiar with the victim and their family may be available to accompany victims to court and provide them support during trials and/or hearings. The prosecuting attorney assigned should notify the CACHC Victim Advocate when the case is scheduled for a trial/and or hearing that the child victim will be required to attend.

The CACHC will promote the highest levels of performance and integrity. They will provide services to a diverse population regardless of gender, ethnicity, race, color, creed, religion, sexual orientation, marital status or any other cultural descriptions.

### **CULTURAL COMPETENCY AND DIVERSITY**

Cultural competency is defined as the capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.

### **VOLUNTEER AND INTERNSHIP PROGRAM**

A CACHC volunteer/intern must be 18 years of age or older in order to provide direct services. Volunteers under the age of 18 may assist with duties that do not include direct services to victims or the non-offending caregivers.

The CACHC Executive Director may approve the volunteer/intern candidate upon completion of the following:

1. Completed CACHC volunteer/internship application
2. Successfully pass a Child Abuse/Neglect registry and DPS Criminal History Check
3. Reference check
4. Personal interview
5. Current Resume/Curriculum Vitae
6. Signed Pledge of Confidentiality
7. Sex Offender Registry Check

Once accepted as a CACHC Volunteer/Intern, they will participate in a CACHC orientation and training.

### **REVIEW, REVISION, RE-EXECUTION OF MDT INTERAGENCY WORKING PROTOCOL**

In order to maintain compliance with the Texas Standards for the Children's Advocacy Centers, the CACHC Interagency working protocol must be reviewed, revised, and re-executed by partner

THE CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.

agencies, at a minimum every three years or upon significant changes to the document or upon a change of authorized partner agency signatories. This agreement can be terminated by any party without cause by given written notice to the other parties.

All partner agencies, MDT members and CACHC staff with be notified of the review and revision process.

We the undersigned have read and understood the interagency protocols for case processing and management for the Children's Advocacy Center of Hidalgo County, Inc. as partner agencies to fully execute the Interagency Working Protocol.

EXECUTED THIS 1 DAY OF September, 2019 and will be in force for three (3) years.

**Signatures:**

Texas Department of Family and  
Protective Services - Adult Protective  
Services  
*[Signature]*  
Ann Cortez, In Home Investigations  
Regional Director

San Juan Police Department  
*[Signature]*  
Juan Gonzalez, Police Chief

Judge Mario E. Ramirez, Jr. Juvenile  
Justice Center  
*[Signature]*  
Maryghn Denner, Chief Juvenile Justice  
Probation Office

Mercedes Police Department  
*[Signature]*  
Dagoberto Chavez, Police Chief

Donna Police Department  
*[Signature]*  
Gilbert Guerrero, Police Chief

Elsa Police Department  
*[Signature]*  
Robert McGinnis, Police Chief

Weslaco Police Department  
*[Signature]*  
Joel Rivera, Police Chief

McAllen Police Department  
*[Signature]*  
Victor Rodriguez, Police Chief

Texas Department of Family and  
Protective Services - Child Protective  
Investigations  
*[Signature]*  
Marina Yzaguirre, Child Protective  
Investigations Regional Director

La Joya Police Department  
*[Signature]*  
Adolfo Arriaga, Police Chief

Hidalgo County Sheriff's Office  
*[Signature]*  
J.E. "Eddie" Guerra, Sheriff

Children's Advocacy Center of Hidalgo  
County Inc.  
*[Signature]*  
Jesus A. Sanchez, Executive Director

s Police D pa  
*[Signature]*  
g p

Mission Police Department  
*[Signature]*  
Robert Dominguez, Police Chief

<b>Edcouch Police Department</b>  <b>Javier Garza, Police Chief</b>	<b>San Juan Police Department</b>  <b>Juan Gonzalez, Police Chief</b>	<b>Edinburg CISD Police Department</b>  <b>Ricardo Perez Jr. Police Chief</b>
<b>La Villa Police Department</b>  <b>Adolfo Mores, Police Chief</b>	<b>Palmhurst Police Department</b>  <b>Michael A. Vela, Police Chief</b>	<b>McAllen ISD Police Department</b>  <b>Crisoforo Esquivel - Police Chief</b>
<b>Hidalgo County District Attorney's Office</b>  <b>Ricardo Rodriguez, Jr., District Attorney</b>	<b>Hidalgo Police Department</b>  <b>Jesus Ortega, Police Chief</b>	<b>Sullivan Police Department</b>  <b>Richard Ozuna, Police Chief</b>
<b>Alamo Police Department</b>  <b>Rogelio Alaniz, Interim Police Chief</b>	<b>Edinburg Police Department</b>  <b>Cesar Torrez, Police Chief</b>	<b>Donna ISD Police Department</b>  <b>Daniel Walden, Police Chief</b>
<b>Penitas Police Department</b>  <b>Roel Bermea, Police chief</b>	<b>Mission Police Department</b>  <b>Robert Dominguez, Police Chief</b>	<b>Texas Department of Family and Protective Services - Child Protective Services</b>  <b>Tara O'Connell, Child Protective Services Regional Director</b>
<b>Alton Police Department</b>  <b>Jonathan Flores, Police Chief</b>	<b>Palmview Police Department</b>  <b>Gilbert Zamora, Police Chief</b>	

THE CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.

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Texas Department of Family and  
Protective Services - Child Care  
Investigations  
*Ashland Spencer-Batiste*  
Ashland Spencer-Batiste, Child Care  
Investigations Director

Pharr Police Department

*Jose Lengua*  
Jose Lengua, Police Chief  
*Lengua*

**CHILDREN'S ADVOCACY CENTER OF HIDALGO AND  
STARR COUNTIES**

**MEMORANDUM OF UNDERSTANDING**

**Addendum**

(submit with copy of current Fully Executed MOU)

Note: if individual has signed the actual MOU you do not need to obtain their signature on this addendum. This form is meant for new partners who have not signed the actual MOU.

NAME: Manish Singh, M.D.

POSITION/TITLE: Chief Executive Officer

AGENCY: Doctors Hospital at Renaissance

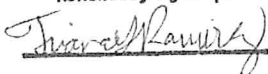
NAME OF CAC: **CHILDREN'S ADVOCACY CENTER OF HIDALGO  
AND STARR COUNTIES**

I have read and fully comprehend the attached Memorandum of Understanding for the Children's Advocacy Center of Hidalgo and Starr Counties. My signature below indicates that I hereby agree to support the concept and philosophy of the Children's Advocacy Center of Hidalgo and Starr Counties and to active involvement in implementation of its coordinated, multidisciplinary response to child abuse investigation, intervention, and prosecution. I understand that my signature, as presented on this addendum, will be added to the current MOU and carries with it the same responsibilities and commitment as those signatures appearing on the original document. I further understand that the MOU, along with the multidisciplinary team's Working Protocols/Guidelines, must be reviewed, revised as needed, and re-executed, every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

SIGNATURE: 

DATE: 2/2/2024

Reviewed by Legal Dept.



**CHILDREN'S ADVOCACY CENTER OF HIDALGO AND  
STARR COUNTIES  
MEMORANDUM OF UNDERSTANDING**

**Addendum**

(submit with copy of current Fully Executed MOU)

Note: if individual has signed the actual MOU you do not need to obtain their signature on this addendum. This form is meant for new partners who have not signed the actual MOU.

NAME: Harvey Jr., Andy

POSITION/TITLE: Chief of Police

AGENCY: Pharr PD

NAME OF CAC: **CHILDREN'S ADVOCACY CENTER OF HIDALGO  
AND STARR COUNTIES**

I have read and fully comprehend the attached Memorandum of Understanding for the Children's Advocacy Center of Hidalgo and Starr Counties. My signature below indicates that I hereby agree to support the concept and philosophy of the Children's Advocacy Center of Hidalgo and Starr Counties and to active involvement in implementation of its coordinated, multidisciplinary response to child abuse investigation, intervention, and prosecution. I understand that my signature, as presented on this addendum, will be added to the current MOU and carries with it the same responsibilities and commitment as those signatures appearing on the original document. I further understand that the MOU, along with the multidisciplinary team's Working Protocols/Guidelines, must be reviewed, revised as needed, and re-executed, every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

SIGNATURE: 

DATE: 12-7-2021

**CHILDREN'S ADVOCACY CENTER OF HIDALGO AND  
STARR COUNTIES**

**MEMORANDUM OF UNDERSTANDING**

**Addendum**

(submit with copy of current Fully Executed MOU)

Note: if individual has signed the actual MOU you do not need to obtain their signature on this addendum. This form is meant for new partners who have not signed the actual MOU.

NAME: Blanca Sanchez

POSITION/TITLE: Interim Chief of Police


AGENCY: Mercedes Police Department

NAME OF CAC: **CHILDREN'S ADVOCACY CENTER OF HIDALGO AND  
STARR COUNTIES**

I have read and fully comprehend the attached Memorandum of Understanding for the Children's Advocacy Center of Hidalgo and Starr Counties. My signature below indicates that I hereby agree to support the concept and philosophy of the Children's Advocacy Center of Hidalgo and Starr Counties and to active involvement in implementation of its coordinated, multidisciplinary response to child abuse investigation, intervention, and prosecution. I understand that my signature, as presented on this addendum, will be added to the current MOU and carries with it the same responsibilities and commitment as those signatures appearing on the original document. I further understand that the MOU, along with the multidisciplinary team's Working Protocols/Guidelines, must be reviewed, revised as needed, and re-executed, every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

SIGNATURE

:



DATE: 06-10-2022



Blanca Sanchez  
Interim Chief of Police

# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd. | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

May 1<sup>st</sup> – May 31<sup>st</sup> Report 2021 / 2022

## ARREST BY OFFENSE

2021

2022

• ABANDON ENDANGER CHILD/ CRIMINAL NEGLIGENCE	0	2
• ACCIDENT INVOLVING DAMAGE TO VEHICLE>=\$200-FAIL TO COMPLY	1	3
• AGGRAVATED ASSAULT: (FAMILY VIOLENCE) WITH DEADLY WEAPON	0	2
• AGGRAVATED ASSAULT: WITH DEADLY WEAPON	2	0
• ARSON	1	0
• ASSAULT: (CLASS C) FAMILY VIOLENCE	0	1
• ASSAULT: CAUSING BODILY INJURY	1	0
• ASSAULT: CAUSING BODILY INJURY (FAMILY VIOLENCE)	4	4
• ASSAULT: CAUSING PHYSICAL CONTACT	0	1
• ASSAULT: FAMILY/HOUSEHOLD MEMBER W/PREV CONV	1	0
• ASSEMBLE OPERATE AMUSEMENT RIDE W/INTOXICATED	1	0
• CRIMINAL ATTEMPT- PUBLIC INTOXICATION	0	1
• CRIMINAL MISCHIEF >=\$100 <\$750	0	1
• CRIMINAL TRESPASS	0	1
• CRIMINAL TRESPASS HABIT/SHLTR/SUPRFUND/INFSTR	0	1
• CURFEW VIOLATION BY MINOR	0	3
• DEADLY CONDUCT	0	1
• DRIVING WHILE INTOXICATED	13	5
• DRIVING WHILE INTOXICATED 2 <sup>ND</sup>	1	1
• DRIVING WHILE INTOXICATED 3 <sup>RD</sup> OR MORE	1	0
• DRIVING WHILE INTOXICATED BAC>=0.15	2	0
• DRIVING WHILE INTOXICATED WITH BAC LEVEL OF 0.15 OR MORE	0	1
• DUTY ON STRIKING FIXTURE/HWY LANDSCAPE>=\$200	0	1
• EVADING ARREST DETENTION	1	0
• FAILURE TO IDENTIFY-FUGITIVE FROM JUSTICE	1	0
• FAILURE TO IDENTIFY-FUGITIVE INTENT GIVE FALSE INFO	1	0
• HARASSMENT	1	0
• IMPROPER PHOTOGRAPHY OR VISUAL RECORDING	0	1
• IMPROPER RELATIONSHIP BETWEEN EDUCATOR/STUDENT	0	1
• INDECENCY WITH A CHILD BY SEXUAL CONTACT	0	2
• INDECENT ASSAULT	0	1
• INJURY TO A CHILD-RECKLESS BODILY INJURY	1	1
• INJURY TO A CHILD-W/BODILY INJURY	0	2
• INTERFERE W/EMERGENCY TELEPHONE CALL	0	1
• INTERFERENCE W/PUBLIC DUTIES	0	1
• MINOR IN POSSESSION OF TOBACCO	0	2
• OBSTRUCTION RETALIATION BY THREAT	0	1
• POSSESS CONTROLLED SUBSTANCE ANALOGUE PG 1 <1G	1	0
• POSSESS CONTROLLED SUBSTANCE PG 1<1G	2	0
• POSSESS CONTROLLED SUBSTANCE PG 1>=1G<4G	3	0
• POSSESS CONTROLLED SUBSTANCE PG 1>=4G<200G	1	0
• POSSESSION CONTROLLED SUBSTANCE PG 2 <1G	1	0
• POSSESS CONTROLLED SUBSTANCE PG 3 <28G	1	1
• POSSESSION OF MARIHUANA <2OZ	4	2
• POSSESSION OF DRUG PARAPHERNALIA	4	5
• PROHIBITED SUBSTANCE CORRECTIONAL FACILITY-DRUG	1	0
• PUBLIC INTOXICATION	2	2
• RECKLESS DRIVING	1	0
• RESIST ARREST SEARCH OR TRANSPORT	3	3
• RUNAWAY	2	4
• SEX OFFENDER DUTY TO REGISTER LIFE/ANNUALLY: FAIL TO COMPLY	1	0
• TERRORISTIC THREAT	0	1
• TERRORISTIC THREAT CAUSING IMPAIRMENT OF PUBLIC SERVICE	0	

# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd. | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

• THEFT<\$100	1	3
• THEFT <\$100 AGAINST AN ELDERLY INDIVIDUAL	1	0
• THEFT>=\$100<\$750	3	0
• THEFT>=\$750<\$2500	1	0
• THEFT>=\$2500<\$30K	1	2
• THEFT >=\$30K<\$150K	0	1
• WARRANT (OTHER AGENCY)	2	0

Total = 69

Total = 67

## CAD MONTHLY REPORT

2021

2022

• 911 HANG UP –ABUSE	3	3
• 911 HANG UP - INVESTIGATION	4	8
• ABANDONED VEHICLE	5	1
• ABANDONING OR ENDANGERING CHILD	1	0
• ACCIDENT WITH INJURIES	6	10
• ACCIDENT WITH NO INJUIRES	29	32
• AGGRAVATED ASSAULT ALREADY OCCURRED	1	0
• ALLERGIC REACTION	0	1
• ANIMAL BITE – DOG	2	5
• ANIMAL CARCASS	29	0
• ANIMAL PROBLEM - NON-VICIOUS	62	11
• ANIMAL PROBLEM – VICIOUS	20	3
• ANIMAL RESCUE / DANGER TO LIFE	9	1
• ANIMAL RESCUE / NO DANGER TO LIFE	3	4
• AREA CHECK	830	1853
• ASSAULT ALREADY OCCURRED	11	10
• ASSAULT IN PROGRESS	0	2
• ASSAULT JUST OCCURRED	1	0
• ASSIST OTHER AGENCY / BACK UP	12	3
• BEE ATTACK	0	4
• BEE CALL	9	8
• BEGINNING TOUR OF DUTY	26	1
• BOMB THREAT	0	1
• BUILDING CHECK	2	6
• BURGLARY ALARM – COMMERCIAL	101	135
• BURGLARY ALARM – RESIDENTIAL	19	23
• BURGLARY OF BUILDING ALREADY OCCURRED	1	4
• BURGLARY OF BUILDING JUST OCCURRED	1	0
• BURGLARY OF BUILDING IN PROGRESS	0	1
• BURGLARY OF HABITATION ALREADY OCCURRED	1	1
• BURGLARY OF VEHICLE ALREADY OCCURRED	4	3
• BURGLARY OF VEHICLE JUST OCCURRED	1	0
• CHEST PAIN	1	0
• CHILD CUSTODY	18	22
• CIVIL MATTER	17	7
• CREDIT CARD OR DEBIT CARD ABUSE	0	1
• CRIMINAL MISCHIEF	3	10
• CRIMINAL TRESSPASS- SUSPECT ON LOCATION	0	3
• DETAIL	3	3
• DISORDERLY CONDUCT	1	0
• DOMESTIC DISTURBANCE ALREADY OCCURRED	1	0
• DOMESTIC DISTURBANCE IN PROGRESS	2	5
• DOWN POWER LINE	3	0
• ENDING TOUR OF DUTY	10	0
• ESCORT- CITY HALL	1	0
• ESCORT – FUNERAL	8	3
• ESCORT – GENERAL	4	1
• EXTRA PATROL REQUEST	45	48
• FIGHT IN PROGRESS	10	4
• FIRE ALARM / BOX ALARM	17	9
• FIRE INVESTIGATION CALL	7	2

# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd. | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

• FOLLOW-UP INVESTIGATION	37	2
• FORGERY	1	0
• FOUND PROPERTY	3	3
• GAS LEAK	3	3
• GRAFFITI	0	2
• GRASS FIRE	3	0
• HARASSMENT	15	24
• HIGH BLOOD PRESSURE	2	2
• HIT AND RUN ACCIDENT JUST OCCURRED	7	13
• IDENTITY THEFT	5	10
• IMPROPERLY PARKED VEHICLE	5	9
• INDECENT EXPOSURE ALREADY OCCURRED	1	2
• INDECENT EXPOSURE IN PROGRESS	1	0
• INFORMATIONAL CALL	213	272
• INJURY TO CHILD ELDERLY DISABLED	1	0
• INTOXICATED DRIVER	1	3
• JUNK VEHICLE	0	1
• LIGHT POLE OUTAGE	4	3
• LIVESTOCK ON HIGHWAY	5	6
• LOCKED VEHICLE	2	6
• LOST ITEM	8	4
• LOW BLOOD PRESSURE	1	0
• MAN WITH A GUN/WEAPON	2	0
• MEAL BREAK	3	0
• MEDICAL CALL	182	165
• MEET WITH CHIEF	1	0
• MISSING PERSON – ADULT	1	1
• MISSING PERSON – JUVENILE	9	9
• MUTUAL AID	4	3
• NARCOTICS VIOLATION / COMMENT FIELD	2	0
• NUISANCE / NOISE / LOUD MUSIC	42	21
• NUISANCE BARKING DOG	0	1
• OPEN DOOR / WINDOW	7	9
• PICK UP ITEM	32	5
• PRISONER ARRAIGNMENT	4	7
• PRISONER CARE	4	1
• PRISONER RELEASE	2	1
• PRISONER TRANSPORT	17	18
• PROPERTY DAMAGE	19	7
• PUBLIC INTOXICATION	1	0
• PUBLIC LEWDNESS ALREADY OCCURRED	1	0
• RECKLESS VEHICLE	42	29
• REFUELING UNIT	5	0
• REPORT WRITING	65	57
• REPOSSESSION	8	9
• REQUEST TO SPEAK WITH AN OFFICER	85	56
• RESTROOM BREAK	7	1
• SECTION 26 / 28	6	6
• SEIZURE	1	0
• SERVICE POLICE UNIT	5	2
• SEWER LINE BACKUP	4	0
• SEXUAL ASSAULT ALREADY OCCURRED	1	3
• SHOTS FIRED	10	9
• SMOKE IN STRUCTURE	1	0
• STALKING	0	1
• STALLED VEHICLE	59	42
• STRUCTURE FIRE	4	2
• SUSPICIOUS ACTIVITY	12	20
• SUSPICIOUS PERSON	39	25
• SUSPICIOUS VEHICLE	35	16
• TERRORISTIC THREAT	4	6
• THEFT ALREADY OCCURRED	30	31
• THEFT IN PROGRESS	1	2
• TOWING	1	0

# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd. | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

• TRAFFIC CONTROL	13	4
• TRAFFIC HAZARD	26	21
• TRAINING	1	0
• TRASH FIRE	0	1
• UNAUTHORIZED USE OF MOTOR VEHICLE	0	1
• UNWANTED PERSON	20	25
• VEHICLE FIRE	2	3
• VEHICLE PURSUIT	0	1
• VERBAL DISPUTE	28	17
• WARRANT SERVICE	0	3
• WATER LINE BREAK	9	2
• WAVE DOWN	34	16
• WELFARE CHECK	29	20

Total = 3244

Total = 3529

## UCR SUMMARY

2021

2022

• ARSON	3	0
• ASSAULT	27	46
• AUTO THEFT	5	2
• BURGLARY	5	3
• ROBBERY	0	1
• SEX OFFENSES	1	11
• THEFT	24	41

Total = 65

Total = 104

## TRAFFIC STOPS

2021

2022

• TOTAL TRAFFIC STOP	659	235
• TOTAL CITATIONS ISSUED	479	183

*Note: Monthly report reflects both UCR and CAD data*



Blanca Sanchez  
Interim Chief of Police

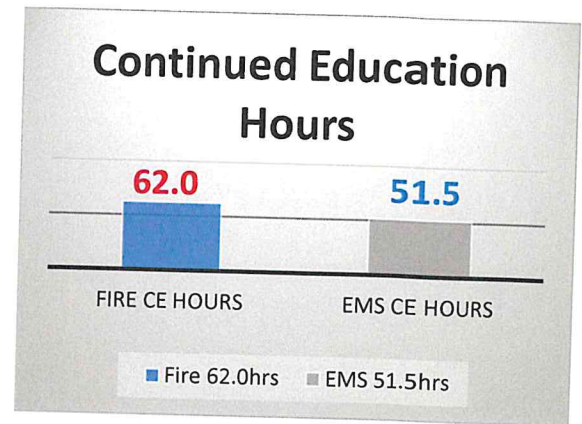
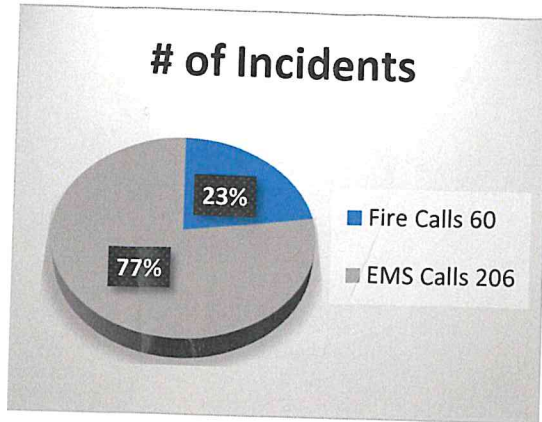


# MERCEDES FIRE DEPARTMENT EMS

## Monthly Report May 2022



*"Through dedicated, professional members, the Mercedes Fire Department EMS care for and protects the lives and property of our community through incident response, comprehensive training, public education and fire prevention."*



### Emergency Management:

- Continuous assistance with MISD Vaccine Clinics
- Rapid Needs Assessment training.
- ICS vs EOC Interface training
- Established radio cache for events.
- Continuous on providing COVID-19 testing to all city employees when needed.
- American Red Cross paperwork complete for 2022 Hurricane Season.
- TDEM Conference attendance.
- Continuous Critical Infrastructure Management training with public works and police department.
- Hurricane Preparedness planning for City Staff.
- Stop the Bleed training with all city staff.
- Recovery from Disaster Training.
- Rio Grande Valley NWS Conference held at the Mercedes Safe Dome.

# Mercedes Fire Department

Mercedes, TX

This report was generated on 6/15/2022 3:11:33 PM



## Incident Type Count per Station for Date Range

Start Date: 05/01/2022 | End Date: 05/31/2022

INCIDENT TYPE	# INCIDENTS
<b>Station: 1 - MERCEDES FIRE STATION 1</b>	
111 - Building fire	1
131 - Passenger vehicle fire	3
151 - Outside rubbish, trash or waste fire	1
251 - Excessive heat, scorch burns with no ignition	1
300 - Rescue, EMS incident, other	1
311 - Medical assist, assist EMS crew	16
321 - EMS call, excluding vehicle accident with injury	1
322 - Motor vehicle accident with injuries	8
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	1
351 - Extrication of victim(s) from building/structure	1
424 - Carbon monoxide incident	4
444 - Power line down	1
500 - Service Call, other	2
540 - Animal problem, other	3
541 - Animal problem	2
551 - Assist police or other governmental agency	1
710 - Malicious, mischievous false call, other	1
745 - Alarm system activation, no fire - unintentional	3
746 - Carbon monoxide detector activation, no CO	1

**# Incidents for 1 - Mercedes Fire Station 1: 53**

## Station: 2 - MERCEDES FIRE STATION 2

111 - Building fire	1
540 - Animal problem, other	5
542 - Animal rescue	1

**# Incidents for 2 - Mercedes Fire Station 2: 7**

Only REVIEWED incidents included.



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Doc Id: 857

Page # 1 of 1

110

# Mercedes Fire Department

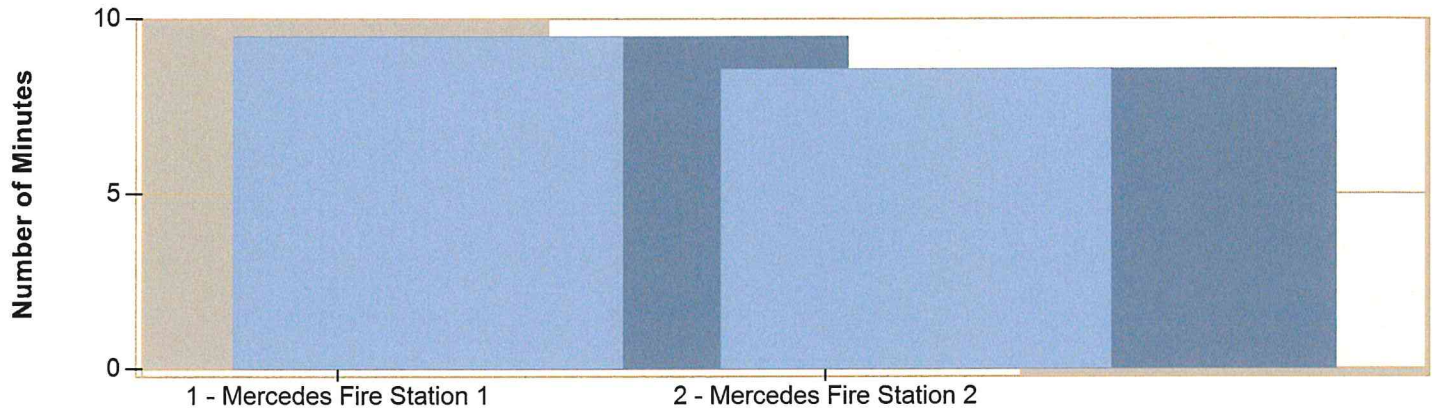
Mercedes, TX

This report was generated on 6/15/2022 3:12:35 PM



## Average Response Time per Station for Date Range

Start Date: 05/01/2022 | End Date: 05/31/2022



STATION	AVERAGE RESPONSE MM:SS (Dispatch to Arrived)
1 - Mercedes Fire Station 1	9:30
2 - Mercedes Fire Station 2	8:34

AVERAGE RESPONSE TIME calculated from the average time difference between DISPATCH and ARRIVED times on Basic Info 4. Only REVIEWED incidents included.



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Page # 1 of 1

# Mercedes Fire Department

Mercedes, TX

This report was generated on 6/15/2022 3:12:12 PM



## Average Turnout Time (Dispatch to Enroute) per Station for Date Range

Start Date: 05/01/2022 | End Date: 05/31/2022

STATION	TURNOUT TIME (min) (Dispatch to Enroute)
1 - Mercedes Fire Station 1	4:15
2 - Mercedes Fire Station 2	2:08
<b>AVERAGE TURNOUT TIME:</b>	<b>3:12</b>

Report calculates the average time difference between DISPATCH and ENROUTE for each station. Only REVIEWED incidents where ENROUTE time is provided are included. Cancelled apparatus are not included in this report.



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Page # 1 of 1

**112**



# MERCEDDES FIRE DEPARTMENT EMS

## Monthly Report May 2022



### Fire Marshal's Office

• Fire Inspections	20
• Fire Investigations	0
• Public Educations	2- head count 135
• Plan Reviews	6
• Fire Alarms	2
• Fire Sprinkler Reviews	0
• Hood System Reviews	1
• Fire Suppression Reviews	1
• Meetings	10
• Burn Permits	0
• Fire Safety Complaints	0
• Special Assignments	2
• SRC	1

**Ruben A. Gutierrez**  
Fire Marshal

**May 2022**  
DATE

# Memo

**To:** Alberto Perez, City Manager

**From:** Marisol Vidales, Library Director

**CC:** Javier Ramirez, Assistant City Manager

**Date:** June 8, 2022

**Re:** Library Department Monthly Report

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Attached you will find the Library Department's monthly statistical report, please let me know if you have any questions regarding the information. Also, Library Staff participated in the following meetings, trainings, and events during the month of May 2022.

## Meetings

- Summer Reading Program & Emergency Connectivity Funds Meeting (5/2) – Marisol Vidales
- Beanstack Demo (5/3) – Michelle Muniz
- City Commission Meeting (5/3) – Marisol Vidales
- Department Head Meeting (5/4) – Marisol Vidales
- Presentation to Literacy Minnesota regarding Digital Navigator classes (5/4) – Anthony Cardenas, Tristan Garza, and Michelle Muniz
- Event planning meeting with Dr. Samuel Garcia for Dr. Rolando Hinojosa – Smith Tribute (5/6) – Marisol Vidales and Michelle Muniz
- Digital Navigator Cohort Meeting (5/6) – Tristan Garza and Anthony Cardenas
- Nestle/Starbucks Compliance and Update Meeting (5/11) – Michelle Muniz
- Harper Collins Booklist Fall 2022 Preview Webinar (5/12) – Michelle Muniz
- Patron Point Demo (5/13) – Michelle Muniz
- Adept Facilities & Design Proposal Meeting for water issues (5/16) – Marisol Vidales
- STX Electrical Proposal Meeting for Christmas Decor (5/17) – Marisol Vidales and Michelle Muniz
- City Commission Meeting (5/17) – Marisol Vidales
- Department Head Meeting (5/18) – Marisol Vidales
- Pay Scale Meeting (5/18) – Marisol Vidales
- Michigan State University Grant Meeting (5/18) – Marisol Vidales, Michelle Muniz, Daniela Alejo, and Mary Jane Hernandez
- National Digital Inclusion Alliance Meeting (5/19) – Anthony Cardenas and Tristan Garza

## **Trainings**

- FY 2022 ILL Lending Reimbursement Program Overview (5/3) – Maria Isabel Mendoza
- Hurricane Preparedness (5/17) – Marisol Vidales
- 12<sup>th</sup> Annual Rio Grande Valley Emergency Management Partners Hurricane Workshop (5/25) – Marisol Vidales
- Libraries Connecting Texas Webinar (5/26) – Michelle Muniz
- Stop the Bleed Training (5/27) – Marisol Vidales, Mary Jane Hernandez, Maria Isabel Mendoza, Frank Rivas, Daniela Alejo, Janie Palacios, Tristan Garza, and Flora Ramirez.

## **Outreach**

- Ruben Hinojosa Elementary Appreciation Day (5/4) – Frank Rivas  
Toddlers: 53                      Children: 121                      Adults: 2
- Taylor Elementary Field Trip (5/20) – Frank Rivas and Daniela Alejo  
Children: 73                      Adults: 12
- Mercedes Recreation Center (5/20) – Frank Rivas and Daniela Alejo  
Children: 43                      Adults: 3
- Mercedes Independent School District Parental Program (5/31) – Frank Rivas  
Children: 3                      Adults: 14

## **Events**

The regular children's programming is both in-person and virtual. It is planned and completed by Children's Library Aide, Frank Rivas.

- Toddler Time (5/3) – We had 16 virtual attendees
- Story & Craft Time (5/3) – We had 43 virtual attendees
- Toddler Time (5/17) – We had 1 child and 2 adults attend in-person
- STEM Activity (5/5) – We had 22 virtual attendees

### *Other Events*

- Texas A&M AgriLife Extension Nutrition Class (5/4)  
Adults: 11
- National Day of Prayer (5/5) – The event was attended by Marisol Vidales
- Digital Navigator Computer Class (5/5) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas.  
Adults: 10
- Food distribution (5/11) – The event was attended by Michelle Torres
- Texas A&M AgriLife Extension Nutrition Class (5/11)  
Adults: 7
- Digital Navigator Computer Class (5/12) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas.  
Adults: 10
- Texas A&M AgriLife Extension Nutrition Class (5/18)  
Adults: 10

- Digital Navigator Computer Class (5/19) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas  
Adults: 7
- K-Pop Night (5/19) – This event was prepared by and hosted by Michelle Muniz  
Teens: 9
- Texas A&M AgriLife Extension Nutrition Class (5/25)  
Adults: 5
- Digital Navigator Computer Class (5/26) – The class curriculum is created and taught by Tristan Garza and Anthony Cardenas  
Adults: 9
- Book Club (5/26) – This event is prepared and hosted by Michelle Muniz and Marisol Vidales  
Adults: 5

## **Other Projects/Duties**

### **Café**

- We sold 655 individual items for the 21 days that we were open and we made \$2,304.32 in sales.

**Marketing** (The majority of these items involve the creation of flyers, taking and posting photos, filming and editing videos, responding to after hour text messages from department heads, responding to citizens via direct message, and interacting with the public on social media platforms.)

- Created 4 newsletters for April for New Releases for Books, New Releases for Media, Gallery 434, and Library & Café News.
- Created a total of 63 flyers for the month of April for the library, café, city & HCLS.
- Created 3 book rivers on TLC Catalog to honor monthly observances highlighting our collection.
- Created 5 shelves in cloudLibrary in honor of monthly observances highlighting our collection.
- Created 3 book displays for the month of May – 2 for the adult area and 1 for the Children's section.
- Posted 264 items across Facebook, Instagram, and Twitter for the Library, Café, HCLS, and City and responded to 5 Direct Messages.

### **Administration/Collection Management/Development**

- Submitted final report for the Texas Book Festival Grant.
- Submitted the application for the Emergency Connectivity Fund for 75 hot spots through USAC/E-rate and have been responding to Program Integrity Assurance questions as received.
- Filed Form 486 for Category 1 funding in E-Rate after award letter was received.
- Reviewed café sales, waste, and inventory to recalculating baking quantities and instructed staff on new baking procedures.

- Reviewed the inventory list for Urban County and took photos of all the items and barcodes, corrected errors in inventory, and let representative know which items still need to be tagged and submitted final report.
- Reviewed the budget for the Digital Navigator Grant and submitted a budget change request through GMS portal.
- Prepared and submitted 2022-2023 library budget worksheet based on quotations, current balance, projected programs, etc. as well as prepared a budget for the 2022-2023 community events budget.
- Worked with Finance Department to review open purchase orders and determine which could be closed or had pending shipments to establish a more actual budget.
- Submitted all the purchase orders for Summer Reading Program presenters and purchased all the prizes for patrons participating in the reading challenge.
- Installed art work for multiple exhibits for Gallery 434 which included Commissioner Jacob Howell & local teen artists.
- Senior Cataloger assisted both Penitas and Elsa library with their batch upload project to OCLC.
- Senior Cataloger continued to delete patrons that no longer have an active card but were mistakenly not purged by TLC.

Dr. Hector P. Garcia Memorial Library Statistical Report

May-22

Circulation	2022	2021
Check-Outs & Renewals:	587	225
Year to Date Total:	4,780	5757
In-House Book Circulation:	137	14
Year to Date Total:	927	125
In-House Magazine Circulation:	33	10
Year to Date Total:	190	80
In-House Newspaper Circulation:	78	30
Year to Date Total:	360	51
New Borrowers:	21	8
Year to Date Total:	141	61

Book & Media Donations	2022	2021
Donations Received:	0	0
Year to Date Total:	416	592
Donations Selected:	0	0
Year to Date Total:	70	113

Reference Assistance	2022	2021
By Phone:	120	127
Year to Date Total:	853	2442
In-Person:	116	70
Year to Date Total:	742	721

Digital Resources	2022	2021
cloudLibrary Checkouts:	7481	0
Year to Date Total:	56316	0
NewsStand Checkouts:	298	0
Year to Date Total:	1741	0

Interlibrary Loans (ILL's)	2022	2021
Items Requested:	58	51
Year to Date Total:	583	596
Items Sent:	30	24
Year to Date Total:	295	284

Computer Sessions	2022	2021
Adult Lab Sessions:	429	239
Year to Date Total:	2,887	459
Juvenile Lab Sessions:	23	38
Year to Date Total:	138	63
WiFi:	3,229	1034
Year to Date Total:	24,036	8435

Meeting Room Sessions	2022	2021
Sessions:	35	0
Year to Date Total:	204	2

Technical Services	2022	2021
New Items Added:	79	168
Year to Date Total:	635	578
Items Processed:	31	65
Year to Date Total:	465	472
Items Withdrawn:	0	2
Year to Date Total:	185	861
Items Recataloged:	35	0
Year to Date Total:	552	1905
Items Repaired:	19	4
Year to Date Total:	60	13

Reference Services	2022	2021
Directional/Basic Questions:	83	84
Year to Date Total:	524	1647
Research Questions:	29	33
Year to Date Total:	236	344
Computer Questions:	30	32
Year to Date Total:	278	49
Fax Assistance:	76	42
Year to Date Total:	452	91
Copy Assistance:	85	70
Year to Date Total:	611	141
Scan Assistance:	14	6
Year to Date Total:	84	10
Print Outs:	2163	0
Year to Date Total:	8935	0

Dr. Hector P. Garcia Memorial Library Statistical Report

May-22

Adult Programming	2022	2021
Adult Events:	2	0
Year to Date Total:	8	4
Adults in Attendance:	19	0
Year to Date Total:	93	0
Live Views:	0	0
Year to Date Total:	1	13
Recorded Counts:	0	0
Year to Date Total:	0	0

Teen Programming	2022	2021
Teen Events:	1	0
Year to Date Total:	16	0
Teens in Attendance:	9	0
Year to Date Total:	80	0
Live Views:	0	0
Year to Date Total:	0	0
Recorded Counts:	0	0
Year to Date Total:	0	0

Children's Programming	2022	2021
Children Events:	2	0
Year to Date Total:	31	0
Children in Attendance:	0	0
Year to Date Total:	45	0
Adults in Attendance:	0	0
Year to Date Total:	18	0
Live Views:	14	0
Year to Date Total:	62	0
Recorded Views:	51	117
Year to Date Total:	644	2334

Toddler Programming	2022	2021
Children Events:	2	0
Year to Date Total:	18	0
Children in Attendance:	1	0
Year to Date Total:	10	0
Adults in Attendance:	2	0
Year to Date Total:	6	0
Live Views:	12	0
Year to Date Total:	41	0
Recorded Views:	4	0
Year to Date Total:	247	0

General Programming	2022	2021
Events:	1	0
Year to Date Total:	7	0
Toddlers in Attendance:	0	0
Year to Date Total:	11	0
Children in Attendance:	73	0
Year to Date Total:	327	0
Teens in Attendance:	0	0
Year to Date Total:	23	0
Adults in Attendance:	12	0
Year to Date Total:	147	0
Live Views:	0	0
Year to Date Total:	0	0
Recorded Views:	0	0
Year to Date Total:	0	0

Outreach Programming	2022	2021
Events:	3	2
Year to Date Total:	10	3
Toddlers in Attendance:	53	0
Year to Date Total:	83	0
Children in Attendance:	167	0
Year to Date Total:	335	0
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	19	20
Year to Date Total:	212	26
General Attendance:	0	
Year to Date Total:	13	

Reading Programs	2022	2021
Toddler Reading Logs:	0	0
Children Reading Logs:	0	0
Teen Reading Logs:	0	0
Adult Reading Logs:	0	0
Total:	0	0

Volunteer Hours	2022	2021
Total:	80.25	117
Year to Date Total:	1577.5	2334

Dr. Hector P. Garcia Memorial Library Statistical Report

May-22

Curbside Services	2022	2021
Curbside Café:	24	4
Year to Date Total:	225	455
Curbside Circulation:	1	0
Year to Date Total:	24	0
Curbside Crafts:	0	0
Year to Date Total:	65	0
Curbside Other Services:	8	17
Year to Date Total:	35	3129

Library Visits	2022	2021
Visits:	2,412	1159
Year to Date Total:	15,434	2321

Café Visits	2022	2021
Visits:	522	88
Year to Date Total:	3281	276

Café Sales	2022	2021
Net Sales:	\$ 2,128.61	1535.17
Year to Date Total:	\$ 15,457.92	7992.93
Sales Tax:	\$ 175.71	127.13
Year to Date Total:	\$ 1,259.62	659.94

Social Media	2022	2021
Library Posts:	224	0
Year to Date Total:	1654	0
Library DMs:	4	0
Year to Date Total:	14	0
Cafe Posts:	33	0
Year to Date Total:	241	0
Café DMs:	1	0
Year to Date Total:	2	0
City Posts:	6	0
Year to Date Total:	66	0
City DMs:	0	0
Year to Date Total:	22	0
Videos Created:	0	0
Year to Date Total:	10	0
Website Updates:	11	0
Year to Date Total:	113	0
HCLS Posts:	1	0
Year to Date:	16	0

**CITY OF MERCEDES**  
**SALES TAX COMPARATIVE ANALYSIS**  
**BY MONTH RECEIVED**

FY 2020-2021

Recvd Period	State		Mth %		City (75%)	Outlet Mall	Inc/Dec	Mth %
	Comptroller	EDC (25%)	Outlet Mall	Inc/Dec				
Oct	Aug	360,547.72	86,798.28	3,338.65	12.42%	260,394.83	10,015.96	12.42%
Nov	Sept	460,051.33	109,957.47	5,055.36	26.68%	329,872.41	15,166.09	26.68%
Dec	Oct	415,587.16	99,592.24	4,304.55	-9.43%	298,776.72	12,913.65	-9.43%
Jan	Nov	495,384.03	118,122.77	5,723.24	18.61%	354,368.31	17,169.71	18.61%
Feb	Dec	713,337.55	168,646.44	9,687.95	42.77%	505,939.32	29,063.84	42.77%
Mar	Jan	410,152.48	98,752.32	3,785.80	-41.44%	296,256.95	11,357.41	-41.44%
Apr	Feb	391,843.83	94,641.26	3,319.70	-4.16%	283,923.77	9,959.10	-4.16%
May	Mar	702,975.27	166,637.28	9,106.54	76.07%	499,911.84	27,319.61	76.07%
Jun	Apr	550,282.65	130,901.65	6,669.01	-21.45%	392,704.96	20,007.03	-21.45%
		4,500,162.02	1,074,049.71	50,990.80	2.79%	3,222,149.11	152,372.40	2.79%

Yearly Total Sales Tax Comparison

	2020-2021	2021-2022	Yr %	Inc/Dec
Oct	360,547.72	532,219.32	47.61%	
Nov	460,051.33	587,652.79	27.74%	Oct
Dec	415,587.16	437,734.09	5.33%	Nov
Jan	495,384.03	697,918.59	40.88%	Dec
Feb	713,337.55	1,038,314.60	45.56%	Jan
Mar	410,152.48	520,940.96	27.01%	Feb
Apr	391,843.83	521,262.12	33.03%	Mar
May	702,975.27	736,963.37	4.83%	Apr
Jun	550,282.65	661,168.76	20.15%	May
	4,500,162.02	5,734,174.60	27.42%	Jun

Note: Mth % Inc/Dec compared to prior month.

Note: Yr % Inc/Dec compared to prior year.

Note: Revenue generated 2 months prior receipt. Ex: Generated in Oct will be received Dec

Received	Generated
October	August
November	September
December	October
January	November
February	December
March	January
April	February
May	March
June	April
July	May
August	June
September	July

FY 2021-2022

State	Comptroller		EDC (25%)		Mth %		City (75%)	Outlet Mall	Mth %
				Inc/Dec	Inc/Dec				
	532,219.32	126,355.59	6,699.24	-0.47%	379,066.78	20,097.71	-0.47%		
	587,652.79	140,871.36	6,041.84	11.49%	422,614.08	18,125.51	11.49%		
	437,734.09	86,028.38	23,405.14	-38.93%	258,085.14	70,215.43	-38.93%		
	697,918.59	124,014.84	50,464.81	44.16%	372,044.51	151,394.43	44.16%		
	1,038,314.60	171,132.45	88,446.20	37.99%	513,397.35	265,338.60	37.99%		
	520,940.96	100,115.16	30,120.08	-41.50%	300,345.47	90,360.25	-41.50%		
	521,262.12	98,145.09	32,170.44	-1.97%	294,435.29	96,511.30	-1.97%		
	736,963.37	140,542.60	43,698.24	43.20%	421,627.80	131,094.73	43.20%		
	661,168.76	165,292.19	49,876.57	17.61%	495,876.57	17,611.30	17.61%		
	5,734,174.60	1,152,497.66	281,045.99	7.30%	3,457,492.99	843,137.96	7.30%		

Note: Pending Outlet Mall Report for June from Tx. Comptroller.

Yearly City Sales Tax Comparison

BUDGET

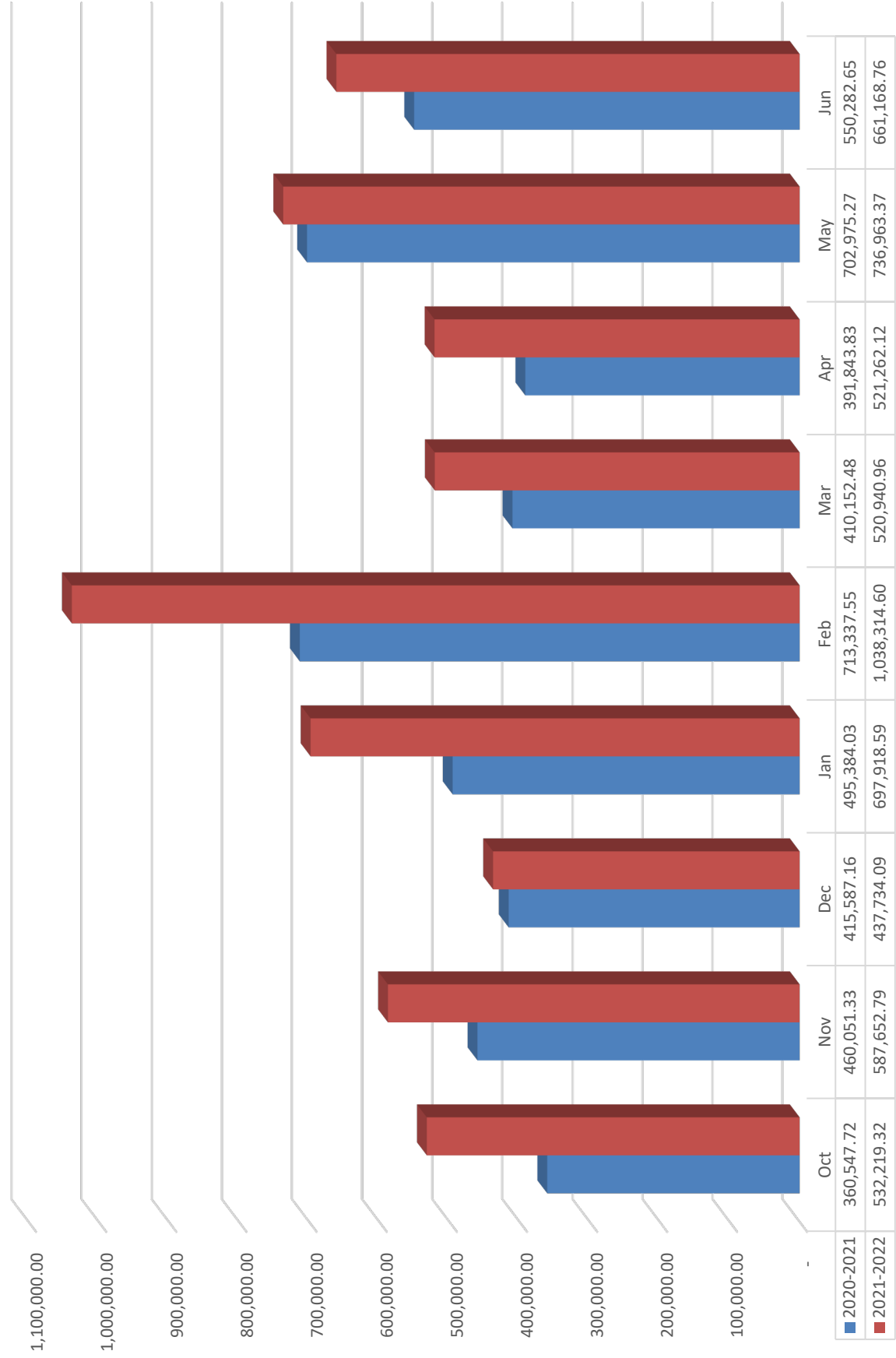
4,800,000

% OF BUDGET

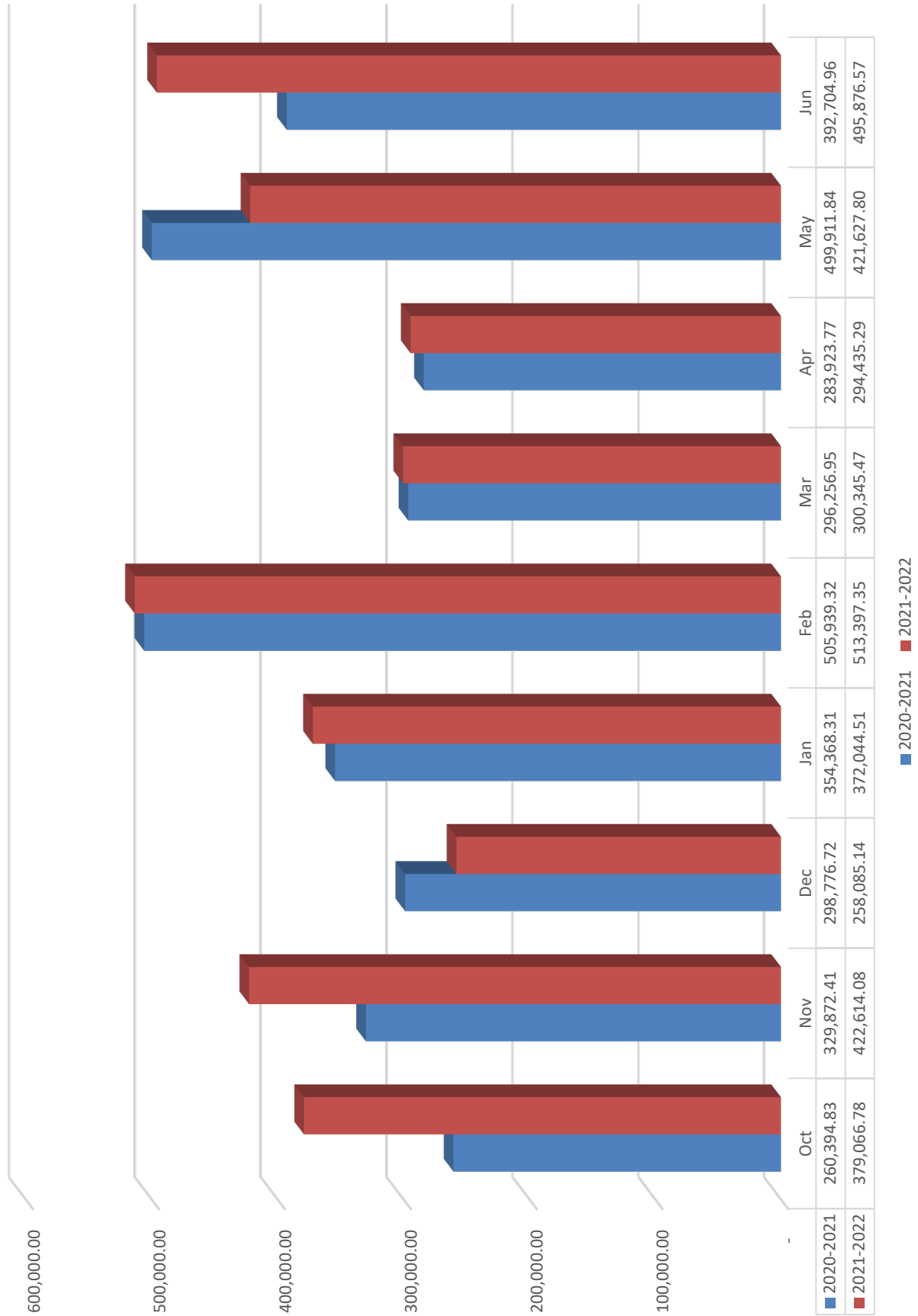
39.05%

	2020-2021	2021-2022	Yr %	Inc/Dec
Oct	260,394.83	379,066.78	45.57%	
Nov	329,872.41	422,614.08	28.11%	Oct
Dec	298,776.72	258,085.14	-13.62%	Nov
Jan	354,368.31	372,044.51	4.99%	Dec
Feb	505,939.32	513,397.35	1.47%	Jan
Mar	296,256.95	300,345.47	1.38%	Feb
Apr	283,923.77	294,435.29	3.70%	Mar
May	499,911.84	421,627.80	-15.66%	Apr
Jun	392,704.96	495,876.57	26.27%	May
	3,222,149.11	3,457,492.99	7.30%	Jun

# Total Sales Tax Comparison



## City Sales Tax Comparison



VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AGUAWORKS PIPE & SUPPLY, LLC	5/18/22	5/8"x3/4"2200 METERS	UTILITY FUND	METER READERS	15,600.00
	5/18/22	FLOWIQ2200 ALD METER	UTILITY FUND	METER READERS	<u>15,600.00</u>
				TOTAL:	31,200.00
BLUECROSS AND BLUE SHIELD OF TEXAS	5/04/22	MAY 2022 EMPLOYEE INSURANC	GENERAL FUND	POLICE	<u>18,542.45</u>
				TOTAL:	18,542.45
DEVELOPMENT CORPORATION OF MERCEDES	5/27/22	MAY 2022 SALES TAX	GENERAL FUND	NON-DEPARTMENTAL	184,240.83
	5/13/22	PAYMENT 47 MAY 2022	GENERAL FUND	NON-DEPARTMENTAL	<u>10,416.67</u>
				TOTAL:	194,657.50
GEXA ENERGY, LP	5/18/22	MARCH-APRIL 2022 ELECTRICI	GENERAL FUND	NON-DEPARTMENTAL	15,022.38
	5/18/22	MARCH-APRIL 2022 ELECTRICI	UTILITY FUND	WATER/SEWER TREATMENT	<u>27,599.10</u>
				TOTAL:	42,621.48
HIDALGO COUNTY APPRAISAL DISTRICT	5/18/22	3898 2ND QUARTER-CITY ASSE	GENERAL FUND	NON-DEPARTMENTAL	<u>13,735.25</u>
				TOTAL:	13,735.25
LAW OF OF MARTIE GARCIA VELA, PC.	5/02/22	MERCEDES007 LEGAL WORK	GENERAL FUND	NON-DEPARTMENTAL	<u>14,020.00</u>
				TOTAL:	14,020.00
SWG ENGINEERING, LLC	5/20/22	10077 FEMA DOME DRAINAGE	AMERICAN RESCUE FU	AMERICAN RESCUE FUND	43,590.00
	5/20/22	10075 CAPISALLO TERRACE SA	SERIES 2021	SEWER/UTILITY IMPROVEM	<u>47,145.00</u>
				TOTAL:	90,735.00
TEXAS NATIONAL BANK	5/16/22	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	11,274.85
	5/31/22	FEDERAL W/H	GENERAL FUND	NON-DEPARTMENTAL	11,498.27
	5/16/22	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	10,605.14
	5/31/22	FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	<u>10,920.03</u>
				TOTAL:	44,298.29
TYLER TECHNOLOGIES	5/18/22	025-369311 ANNUAL FEES	GENERAL FUND	INFORMATION TECHNOLOGY	41,447.00
	5/18/22	025-369311 ANNUAL FEES	UTILITY FUND	INFORMATION TECHNOLOGY	<u>16,968.00</u>
				TOTAL:	58,415.00
U.S. WATER SERVICES CORPORATION	5/20/22	S147820 MONTHLY CONTRACT	UTILITY FUND	WATER/SEWER TREATMENT	<u>161,018.36</u>
				TOTAL:	161,018.36

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====

01	GENERAL FUND	341,722.87
02	UTILITY FUND	236,785.46
51	AMERICAN RESCUE FUND	43,590.00
52	SERIES 2021	47,145.00

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GRAND TOTAL:	669,243.33
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TOTAL PAGES: 2

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 05/31/2022**

**01 GENERAL FUND**

Budget Completed 66.67%				
REVENUES	Budget	YTD Actual	Budget Balance	% of Budget
Taxes	8,737,643	6,835,347	1,902,296	78.23%
Licenses & Permits	167,500	411,933	(244,433)	245.93%
Fines & Services	2,117,460	1,419,936	697,524	67.06%
Intergovernmental	18,100	2,741	15,359	15.14%
Miscellaneous	1,252,100	1,114,832	137,268	89.04%
	<b>12,292,803</b>	<b>9,784,789</b>	<b>2,508,014</b>	<b>79.60%</b>
<b>EXPENDITURES</b>				
Commission	30,700	15,870	14,830	51.70%
Exe. Adm	237,303	144,559	92,744	60.92%
Human Resources	90,011	16,428	73,583	18.25%
City Secretary	72,249	64,167	8,082	88.81%
Mun. Court	142,621	91,968	50,653	64.48%
Finance	214,350	131,199	83,151	61.21%
IT	261,789	146,180	115,609	55.84%
Planning	523,071	293,216	229,855	56.06%
Police	2,987,868	2,026,072	961,796	67.81%
Animal Control	84,540	27,074	57,466	32.02%
Fire	1,298,008	835,019	462,990	64.33%
PW	99,912	82,654	17,258	82.73%
Streets	574,501	405,328	169,173	70.55%
Build. Maint.	245,516	210,673	34,843	85.81%
Veh. Maint.	268,726	187,001	81,725	69.59%
Parks & Rec	497,148	257,725	239,423	51.84%
Rec. Center	44,122	23,598	20,524	53.48%
Library	411,087	254,361	156,726	61.88%
Projects	-	-	0	#DIV/0!
Sanitation	1,430,081	859,755	570,326	60.12%
Dome Shelter	259,358	161,673	97,685	62.34%
Non-Departmental	2,519,842	1,670,419	849,423	66.29%
	<b>12,292,803</b>	<b>7,904,939</b>	<b>4,387,864</b>	<b>64.31%</b>
<b>Rev. Over/Under</b>	<b>-</b>	<b>1,879,850</b>	<b>(1,879,850)</b>	

**NOTE:**

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 05/31/2022**

**02 UTILITY FUND**

Budget Completed 66.67%				
<b>REVENUES</b>	<b>Budget</b>	<b>YTD Actual</b>	<b>Budget Balance</b>	<b>% of Budget</b>
Water & Sewer Sales	5,450,118	3,565,600	1,884,518	65.42%
Fees & Penalties	132,500	173,452	(40,952)	130.91%
Miscellaneous	3,000	1,681	1,320	56.02%
	<b>5,585,618</b>	<b>3,740,732</b>	<b>1,844,886</b>	<b>66.97%</b>
<b>EXPENDITURES</b>				
Information Tech	61,500	54,251	7,249	88.21%
Utility Billing	120,192	80,655	39,537	67.11%
Meter Readers	143,398	288,398	(145,000)	201.12%
W/S Field Crew	976,124	623,162	352,962	63.84%
W/S Treatment Plant	2,818,601	1,686,806	1,131,795	59.85%
Debt Service Int.	780,776	634,723	146,053	81.29%
Non-Departmental	685,027	84,799	600,228	12.38%
	<b>5,585,618</b>	<b>3,452,793</b>	<b>2,132,825</b>	<b>61.82%</b>
<b>Revenue Over/Under</b>	<b>-</b>	<b>287,939</b>	<b>(287,939)</b>	

**NOTE:**

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 05/31/2022**

**15 INTEREST & SINKING FUND**

		Budget Completed 66.67%		
<b>REVENUES</b>	<b>Budget</b>	<b>YTD Actual</b>	<b>Budget Balance</b>	<b>% of Budget</b>
Property Taxes	2,097,822	2,170,925	(73,103)	103.48%
Intergovernmental	-	-	-	0.00%
Miscellaneous	318,750	772	317,978	0.24%
	<b>2,416,572</b>	<b>2,171,697</b>	<b>244,875</b>	<b>89.87%</b>
<b>EXPENDITURES</b>				
Debt Service	2,416,572	1,873,871	542,701	77.54%
	<b>2,416,572</b>	<b>1,873,871</b>	<b>542,701</b>	<b>77.54%</b>
<b>Revenue Over/Under</b>	<b>-</b>	<b>297,826</b>	<b>(297,826)</b>	

**NOTE:**

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 05/31/2022**

**16 HOTEL/MOTEL FUND**

Budget Completed 66.67%				
<b>REVENUES</b>	<b>Budget</b>	<b>YTD Actual</b>	<b>Budget Balance</b>	<b>% of Budget</b>
Taxes	86,000	79,856	6,144	92.86%
Reserves/Misc.	134,165	2,369	131,796	1.77%
	<b>220,165</b>	<b>82,225</b>	<b>137,940</b>	<b>37.35%</b>
<b>EXPENDITURES</b>				
Advertisement	151,440	53,073	98,367	35.05%
Historic Preservation	43,000	-	43,000	0.00%
Arts Promotion	12,900	-	12,900	0.00%
Signage	12,825	-	12,825	0.00%
	<b>220,165</b>	<b>53,073</b>	<b>167,092</b>	<b>24.11%</b>
<b>Revenue Over/Under</b>	<b>-</b>	<b>29,152</b>	<b>(29,152)</b>	

**NOTE:**

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 05/31/2022**

**43 SERIES 2018 CO**

<b>REVENUES</b>	<b>Budget</b>	<b>JTD Actual</b>	<b>Budget Balance</b>
Bond Revenue	9,991,085	9,991,085	-
Interest Income	127,909	127,909	-
Miscellaneous	34,602	34,602	-
	<b>10,153,597</b>	<b>10,153,597</b>	-
<b>EXPENDITURES</b>			<b>96.86%</b>
Ambulance Services	519,644	519,644	-
PD Vehicles	534,243	534,243	-
PW Vehicles	566,131	502,641	63,490
Rescue Vehicles	33,165	33,165	-
Drainage Improv.	496,257	381,550	114,706
Sewer Improv.	1,484,309	1,484,309	-
Lift Station Improv.	1,352,229	1,352,229	-
Street Overlays	3,460,085	3,460,085	-
Street Improvements	104,946	104,946	-
Water Improv.	1,401,378	1,260,786	140,592
Non-Departmental	201,210	201,210	-
	<b>10,153,597</b>	<b>9,834,809</b>	<b>318,788</b>
<b>Revenue Over/Under</b>	<b>(0)</b>	<b>318,788</b>	<b>(318,788)</b>

**NOTE:** This fund is reported as Job to Date.

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 05/31/2022**

**46 EMS FUND**

Budget Completed 66.67%				
<b>REVENUES</b>	<b>Budget</b>	<b>YTD Actual</b>	<b>Budget Balance</b>	<b>% of Budget</b>
EMS Service Fees	700,000	198,029	501,971	28.29%
Misc	20,000	1,000	19,000	5.00%
	<b>720,000</b>	<b>199,029</b>	<b>520,971</b>	<b>27.64%</b>
<b>EXPENDITURES</b>				
Personnel Costs	127,082	60,543	66,539	47.64%
Contractual Sev. & Other	180,618	132,855	47,763	73.56%
Maintenance	33,000	29,378	3,622	89.03%
Supplies	129,300	54,967	74,333	42.51%
Capital Outlay	-	-	0	0.00%
Non-Departmental	250,000	55,711	194,289	22.28%
	<b>720,000</b>	<b>333,455</b>	<b>386,545</b>	<b>46.31%</b>
<b>Revenue Over/Under</b>	<b>-</b>	<b>(134,426)</b>	<b>134,426</b>	

**NOTE:**

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 05/31/2022**

**51 AMERICAN RESCUE PLAN**

		Budget Completed		
		JTD	Budget	% of
<b>REVENUES</b>	<b>Budget</b>	<b>Actual</b>	<b>Balance</b>	<b>Budget</b>
APR Revenue	2,057,319	2,057,319	-	100.00%
Intergovernmental	-	-	-	#DIV/0!
Miscellaneous	200	200	-	100.00%
	<b>2,057,519</b>	<b>2,057,519</b>	<b>-</b>	<b>100.00%</b>
<b>EXPENDITURES</b>				
Contractual Services	61,714	61,714	0	100.00%
Water Rate Study		9,675		
Fema Dome Drainage		43,590		
Revenue Loss	1,000,000	1,000,000	0	100.00%
PD Renovation	700,000	-		
	<b>1,761,714</b>	<b>1,114,979</b>	<b>-</b>	<b>63.29%</b>
<b>Revenue Over/Under</b>	<b>295,805</b>	<b>942,540</b>	<b>-</b>	

**NOTE:** This fund is reported as Job to Date.

**CITY OF MERCEDES**  
**Budget vs Actual FY 2021-2022 (UNAUDITED)**  
**As at 05/31/2022**

**52 SERIES 2021 CO**

<b>REVENUES</b>	<b>Budget</b>	<b>JTD Actual</b>	<b>Budget Balance</b>
Bond Revenue-Other Financ	8,076,800	8,255,387	(178,587)
Interest Income	-	5,387	(5,387)
Miscellaneous	-	-	-
	<b>8,076,800</b>	<b>8,260,775</b>	<b>(183,975)</b>
<b>EXPENDITURES</b>			<b>130.83%</b>
EMS/FIRE Equipment	782,765	782,765	-
PD Vehicles		161,200	(161,200)
PW Equipment	139,753	245,045	(105,292)
Planning Equipment		-	-
Library	17,586	17,586	
Water/Utility Improv.		-	-
Sewer/Utility Improv.	91,504	139,549	(48,045)
Lift Station Improv.	493,826	493,826	-
Street Overlays		-	-
Street Improvements		-	-
Drainage Imprpov.	58,545	58,545	-
Non-Departamental	(1,834)	171,366	(173,200)
	<b>1,582,145</b>	<b>2,069,882</b>	<b>(487,737)</b>
<b>Revenue Over/Under</b>	<b>6,494,655</b>	<b>6,190,893</b>	<b>303,762</b>

**NOTE:** This fund is reported as Job to Date.

## **City Secretary/HR Office May 2022**

### **City Commission**

Agenda  
Reg/Special/Workshop-4  
Minutes  
Reg/Special-4

### **License Permit**

Sound/Dance /Other-12

### **Vital Statistics**

Filling w/State -10  
Issuing Birth -26  
Issuing Death -1

### **Claims**

Workers Comp -2  
Vehicle/Liability -1

### **Open Records**

Received/Responded -47

### **Personnel**

New Hires -5  
Resignations -6  
Retirement/Withdraws -1

## PLANNING DEPARTMENT

### (PERMITS/INSPECTIONS/ CODE ENFORCEMENT)

PERMITS ISSUED	October	November	December	January	February	March	April	May	June	July	August	Sept
Residential	\$ 33,770.05	17620.4	\$ 18,066.25	\$ 20,446.00	\$ 26,540.00	\$ 15,111.50	\$ 1,197,755.50	\$ 1,745,366.96				
New Residential Const				12	9	1	7	4				
Commercial	\$ 2,471.50	35240.8	\$ 1,523.75	\$ 2,552.35	\$ 2,079.00	\$ 4,784.00	\$ 10,042,729.00	\$ 1,942,349.14				
New Commercial Const				0	0	2	1	0				
Total Cash Collected	\$ 36,241.55	\$ 52,861.20	\$ 19,590.00	\$ 23,115.35	\$ 57,084.00	\$ 33,331.00	\$ 21,694.85	\$ 29,720.00	\$ -	\$ -	\$ -	\$ -
<b>INSPECTIONS</b>												
Residential	272	280	211	244	298	341	243	258				
Re-Inspections	21	20	8	15	24	22	26	20				
Commercial	15	15	9	8	4	15	10	6				
Re-Inspections	0	1	1	1	0	0	0	0				
Health Inspections	19	5	7	7	10	15	7	4				
Re-Inspections	0	0	0	0	0	0	0	0				
Fire Inspections	9	20	12	14	8	76	16	17				
Re-Inspections	0	0	0	0	0	0	0	0				
<b>OTHER</b>												
Vendor permits	14	40	3	3	1	2	2	0				
Stock show Vendors	26	0	11	10	43	102	0	0				
Outdoor sales permits	1	1	0	1	1	1	1	0				
Peddlers permits	0	0	0	0	0	1	0	1				
Stop work orders	0	0	0	0	0		0	0				
New Contractors	12	9	10	12	7	12	19	18				
Contractor Renewal	11	17	16	20	5	7	15	14				

CODE ENFORCEMENT	October	November	December	January	February	March	April	May	June	July	August	Sept
accumulating junk	13	7	13	7	16	8	9	16				
Closed incidents	5	2	8	8	7	3	3	0				
Illegal dumping	9	7	24	24	13	16	19	25				
Closed incidents	10	1	7	10	9	7	3	0				
Junk Vehicles	8	4	9	7	0	38	16	48				
Closed incidents	1	1	3	3	0	2	9	0				
Livestock	0	0	0	1	0	0	0	2				
Closed incidents	0	0	0	0	0	0	0	0				
Maintain Alley	0	0	0	1	0	0	2	16				
Closed incidents	1	0	0	0	0	0	0	0				
Noxious Weeds	0	0	0	1	0	1	1	0				
Closed incidents	0	1	0	1	0	1	0	0				
Vermin Harborage	0	0	0	0	0	0	0	0				
Closed incidents	0	0	0	0	0	0	0	0				
Stagnant Water	0	0	0	1	0	0	0	6				
Closed incidents	0	0	0	1	0	0	0	0				
Truck Trailers	0	0	0	2	4	0	3	2				
Closed incidents	0	0	0	0	1	0	0	0				
Health Issues	1	0	0	0	0	0	0	7				
Closed incidents	1	0	0	0	0	0	0	0				

**PLANNING DEPARTMENT**  
**(PERMITS/INSPECTIONS/ CODE ENFORCEMENT)**

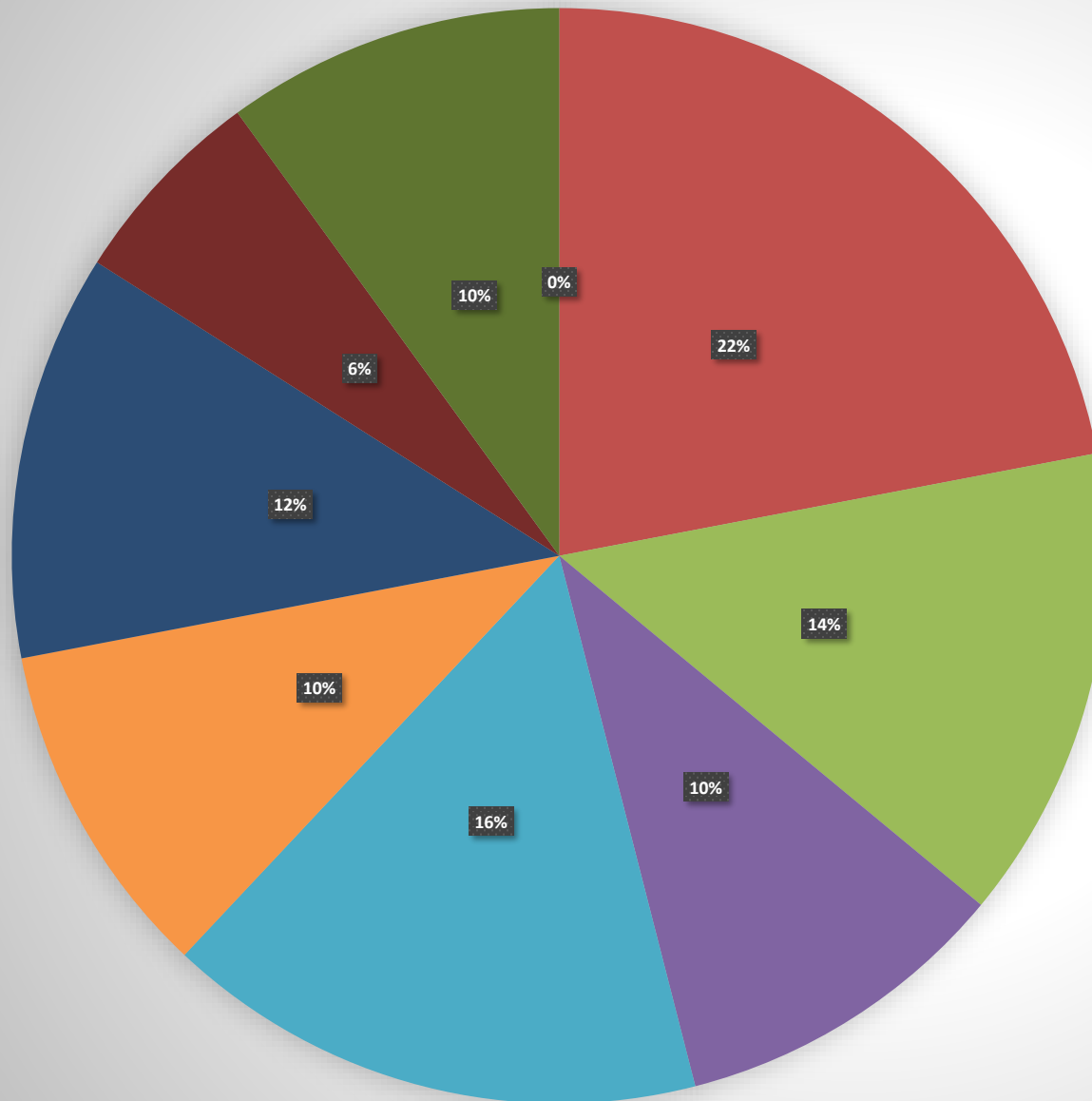
<b>Weedy Lots</b>	94	83	44	33	129	30	78	11				
Closed incidents	5	0	1	1	3	1	2	0				
<b>Signs</b>	0	0	0	0	0	0	19	22				
Closed incidents	0	0	0	0	0	0	0	0				
<b>Home Violations</b>	0	1	0	0	2	0	35	14				
Closed incidents	0	1	0	0	0	0	1	0				
<b>Zoning Violations</b>	2	0	3	4	4	0	3	6				
Closed incidents	0	0	2	2	1	0	0	0				
<b>Court Cases</b>	4	1	0	1	2		3	6				

<b>INVOICES/ LEINS/ETC</b>	October	November	December	January	February	March	April	May	June	July	August	Sept
<b>Weedy Lot Invoices</b>		25	36	3	67	8	24	32				
Amount	\$ -	\$ 3,355.25	\$ 4,801.75	\$ 407.75	\$ 8,814.00	\$ 1,021.25	\$ 3,223.25	\$ 4,288.30	\$ -	\$ -	\$ -	\$ -
<b>Demolition Invoices</b>		0	0	0	0	0	0	0				
Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Leins filed</b>	3	0	24	5	0	0	0	0				
Total Lein Amount	\$ 399.75	\$ -	\$ 5,427.25	\$ 927.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Leins Released</b>	2	7	1	0	0	2	2	1				
<b>Demolition Leins</b>	0	0	0	0	0	0	0	0				
Total Lein Amount	\$ 399.75	\$ 1,583.51	\$ 141.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Payments Collected</b>	\$ 497.75	\$ 1,015.50	\$ 399.75	\$ 142.50	\$ 1,029.75	\$ 1,074.35	\$ 2,221.50	\$ 3,054.26	\$ -	\$ -	\$ -	\$ -
<b>Yard Sales</b>	36	30	25	18	23	86	43	50				

<b>Business Activities</b>	October	November	December	January	February	March	April	May	June	July	August	Sept
New Business License	11	7	5	8	5	6	3	5				

# PLANNING DEPARTMENT (PERMITS/INSPECTIONS/ CODE ENFORCEMENT)

FY2021-2022



■ PERMITS ISSUED Residential New Residential Const Commercial New Commercial Const Total Cash Collected INSPECTIONS Residential Re-Inspections Commercial Re-Inspections Health Inspections Re-Inspections Fire Inspections Re-Inspections OTHER Vendor permits Stock show Vendors Outdoor sales permits Peddlers permits Stop work orders New Contractors Contractor Renewal CODE ENFORCEMENT accumulating junk Closed incidents Illegal dumping Closed incidents Junk Vehicles Closed incidents Livestock Closed incidents Maint

■ October \$33,770.05 New Residential Const \$2,471.50 New Commercial Const \$36,241.55 INSPECTIONS 272 21 15 0 19 0 9 0 OTHER 14 26 1 0 0 12 11 October 13 5 9 10 8 1 0 0 0 1 0 0 0 0 0 0 0 1 1 94 5 0 0 0 2 0 4 October Weedy Lot Invoices \$- Demolition Invoices \$- 3 \$399.75 2 0 \$399.75 \$497.75 36 October

■ November 17620.4 New Residential Const 35240.8 New Commercial Const \$52,861.20 INSPECTIONS 280 20 15 1 5 0 20 0 OTHER 40 0 1 0 0 9 17 November 7 2 7 1 4 1 0 0 0 0 1 0 0 0 0 0 0 0 0 83 0 0 0 1 1 0 0 1 November 25 \$3,355.25 0 \$- 0 \$- 7 0 \$1,583.51 \$1,015.50 30 November

■ December \$18,066.25 New Residential Const \$1,523.75 New Commercial Const \$19,590.00 INSPECTIONS 211 8 9 1 7 0 12 0 OTHER 3 11 0 0 0 10 16 December 13 8 24 7 9 3 0 0 0 0 0 0 0 0 0 0 0 0 44 1 0 0 0 3 2 0 December 36 \$4,801.75 0 \$- 24 \$5,427.25 10 \$141.25 \$399.75 25 December

■ January \$20,446.00 12 \$2,552.35 0 \$23,115.35 INSPECTIONS 244 15 8 1 7 0 14 0 OTHER 3 10 1 0 0 12 20 January 7 8 24 10 7 3 1 0 1 0 1 1 0 0 1 1 2 0 0 33 1 0 0 0 4 2 1 January 3 \$407.75 0 \$- 5 \$927.50 0 0 \$- \$142.50 18 January

■ February \$26,540.00 9 \$2,079.00 0 \$57,084.00 INSPECTIONS 298 24 4 0 10 0 8 0 OTHER 1 43 1 0 0 7 5 February 16 7 13 9 0 0 0 0 0 0 0 0 0 0 0 4 1 0 0 129 3 0 0 2 0 4 1 2 February 67 \$8,814.00 0 \$- 0 \$- 0 0 \$- \$1,029.75 23 February

**Mercedes Municipal Court**  
Revenue Collected by Citations  
May 1, 2022 - May 31, 2022

City of Mercedes Revenue	<b>\$7,499.37</b>
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State of Texas Revenue	<b>\$3,449.32</b>
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Total Revenue Collected	<b>\$10,948.69</b>
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Total Number of Cases (Dockets) Heard by Court - **20**

  
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Eduardo Mendoza, Municipal Court Coordinator