

COUNTY OF JIM WELLS

PEDRO "PETE" TREVINO, JR.
County Judge

200 N. Almond
Alice, Texas 78332

Ph: (361) 668-5706
Fax: (361) 688-8671

PEDRO "PETE" TREVINO, JR. Presiding
NOTICE OF PUBLIC HEARING OF THE
COMMISSIONERS' COURT OF JIM WELLS COUNTY, TEXAS

Pursuant to Article 551 of the Texas Government Code notice is hereby given that a Regular meeting of the Commissioners' Court of Jim Wells County, Texas will be held in the County Court room on May 12, 2025, at 9:00 AM.

1. Open Meeting
2. Pledge of Allegiance
3. Public Testimony (HB 2840) -

Non-Agenda Items: Any person may appear before the court at this time to speak regarding any **general** issue or matter that is not on the agenda. Comments shall be limited to 3 minutes unless extended by permission of the Commissioner Court.

Agenda Items: Any person wishing to speak before or during consideration of a **specific** agenda item shall add their name, address and phone number to the public sign in sheet along with the agenda item number they wish to speak to. Public speakers shall wait to be recognized by the presiding officer before approaching the speaker's podium to make comments. Comments shall be limited to 3 minutes unless extended by permission of the Commissioner Court.

4. Discuss, consider and take action to approve minutes from previous meetings.
5. Consent Agenda: Consent Agenda items will be voted upon in one vote and will not be discussed separately unless requested by County Judge, Commissioner, or a citizen. 1. Discuss, consider and take action on a budget amendment for Commissioner Pct 1 George Aguilar to transfer \$10,000.00 from Repair Equipment 21.621.453.00 to Equipment 21.621.573.00, Transfer \$13,000.00 from Capital Lease Payment 21.621.580.00 to Equipment 21.621.573.00.
6. Discuss, consider and take action on proclamation declaring June Elder Abuse Awareness Month.
7. Discuss, consider and take action to adopt an Order prohibiting the discharge of firearms and air guns and prohibiting hunting with bows and arrows on lots that are 10 acres or less in subdivisions in the unincorporated area of Jim Wells County and establishing a penalty.
8. Discuss, consider and take action on an Interlocal agreement between the Jim Wells County Sheriff's Office and Brooks County Sheriff's Office and Live Oak County Sheriff's Office.
9. Discuss, consider and take action on an interlocal agreement between the Jim Wells County Sheriff's Office and Kleberg County Sheriff's Office.
10. Discuss, consider and take action to accept bid for new telephony communications system and maintenance of all county telephone communications system and Broadband Internet Services.
11. Discuss, consider and take action for Commissioner Pct 1 George Aguilar to enter into a Lease Purchase agreement with Cadence Finance for a 2026 MACK-P164 number IM2PN4GL6TM017885 Dump truck, 13-month contract.
12. Consider and take action to approve agreement with Ward Sheffield and John Prukop for donation of materials, equipment and labor to Precinct 4 for repair of CR 433.

13. Discuss, consider and take action to permit sale of fireworks in Jim Wells County for Memorial Day Holiday.
14. Discuss, consider and take action on payroll and bills as submitted by County Auditor with the exemption of fund 52, 53 & 54.
15. Adjourn

Signed:
PEDRO "PETE" TREVINO, JR.
County Judge

This Facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 72 hours prior to this meeting. Please contact the County Judge's Office at (361) 668-5706 or Fax (361) 668-8671 for further information.

Persons addressing Commissioners' Court under "Public to speak" agenda item, should limit their comments to a maximum of three minutes. Please be advised the "Open Meeting Act" prohibits Commissioners' Court from responding and discussing your comments at length. The law only authorizes to do the following:

1. Make a statement of factual information
2. Recite an existing policy in response to the inquiry
3. Advise the entity that this subject will be placed on the agenda at a later date
4. Receive information

Executive Sessions

The Commissioners Court of Jim Wells County, Texas, reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code, including, but not limited to: Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues), and as authorized by the Texas Tax Code, including but not limited to, Section 321.3022 (Sales Tax Information), whenever it is considered necessary and legally justified under Open Meetings Act. As authorized by Section 551.071 (2) of the Texas Government Code, this meeting may be convened into Executive Session for the purpose of seeking confidential legal advice from the County Attorney on any agenda item listed herein. If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code chapter 551, subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

County of Jim Wells, Texas

Title: Discuss, consider and take action to approve minutes from previous meetings.

Summary: Discuss, consider and take action to approve minutes from previous meetings.

Background:

ATTACHMENTS:

File Name

Description

No Attachments Available

County of Jim Wells, Texas

Title: Consent Agenda: Consent Agenda items will be voted upon in one vote and will not be discussed separately unless requested by County Judge, Commissioner, or a citizen. 1. Discuss, consider and take action on a budget amendment for Commissioner Pct 1 George Aguilar to transfer \$10,000.00 from Repair Equipment 21.621.453.00 to Equipment 21.621.573.00, Transfer \$13,000.00 from Capital Lease Payment 21.621.580.00 to Equipment 21.621.573.00.

Summary: Consent Agenda: Consent Agenda items will be voted upon in one vote and will not be discussed separately unless requested by County Judge, Commissioner, or a citizen. 1. Discuss, consider and take action on a budget amendment for Commissioner Pct 1 George Aguilar to transfer \$10,000.00 from Repair Equipment 21.621.453.00 to Equipment 21.621.573.00, Transfer \$13,000.00 from Capital Lease Payment 21.621.580.00 to Equipment 21.621.573.00.

Background: Purchase of John Deere tractor and 15ft bat-wing shredder.

ATTACHMENTS:

File Name	Description
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No Attachments Available

County of Jim Wells, Texas

Title: Discuss, consider and take action on proclamation declaring June Elder Abuse Awareness Month.

Summary: Discuss, consider and take action on proclamation declaring June Elder Abuse Awareness Month.

Background:

ATTACHMENTS:

File Name

Description

No Attachments Available

County of Jim Wells, Texas

Title: Discuss, consider and take action to adopt an Order prohibiting the discharge of firearms and air guns and prohibiting hunting with bows and arrows on lots that are 10 acres or less in subdivisions in the unincorporated area of Jim Wells County and establishing a penalty.

Summary: Discuss, consider and take action to adopt an Order prohibiting the discharge of firearms and air guns and prohibiting hunting with bows and arrows on lots that are 10 acres or less in subdivisions in the unincorporated area of Jim Wells County and establishing a penalty.

Background:

ATTACHMENTS:

File Name

Description

No Attachments Available

County of Jim Wells, Texas

- Title:** Discuss, consider and take action on an Interlocal agreement between the Jim Wells County Sheriff's Office and Brooks County Sheriff's Office and Live Oak County Sheriff's Office.
- Summary:** Discuss, consider and take action on an Interlocal agreement between the Jim Wells County Sheriff's Office and Brooks County Sheriff's Office and Live Oak County Sheriff's Office.
- Background:** The Brooks County Sheriff's Office, Live Oak County Sheriff's Office and Jim Wells County Sheriff's Office have had this agreement in place with past administrations. This agreement is updating the administration, so the agencies continue the existing agreement. These are two separate agreements (Jim Wells County and Brooks County/Jim Wells County and Live Oak County).
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ATTACHMENTS:

File Name	Description
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No Attachments Available

County of Jim Wells, Texas

Title: Discuss, consider and take action on an interlocal agreement between the Jim Wells County Sheriff's Office and Kleberg County Sheriff's Office.

Summary: Discuss, consider and take action on an interlocal agreement between the Jim Wells County Sheriff's Office and Kleberg County Sheriff's Office.

Background: The Kleberg County Sheriff's Office and Jim Wells County Sheriff's Office have had this agreement in place with past administrations. This agreement is updating the administration, so the agencies continue the existing agreement.

ATTACHMENTS:

File Name	Description
INTERLOCAL_AGENCY_AGREEMENT_with_Kleberg_County_Sheriff_s_Office.doc_CC_05.12.2025.pdf	Sheriff Baker agreement with Kleberg

INTERLOCAL COOPERATION AGREEMENT BETWEEN KLEBERG COUNTY SHERIFF'S OFFICE AND JIM WELLS COUNTY SHERIFF'S OFFICE

This Interlocal Cooperation Agreement made, entered into, and executed by Kleberg County and Jim Wells County bodies and corporates under the laws of the State of Texas; pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency agreement to assist in the criminal and narcotic investigations and law enforcement;

WHEREAS, pursuant to the provisions of Texas Government Code Chapter 791 (Interlocal Cooperation Contracts), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested;

WHEREAS, pursuant to the provisions of Texas Code of Criminal Procedures Chapter 59 (Forfeiture of Contraband), the prosecutor with felony jurisdiction in a county where a forfeiture proceeding is held under this chapter, may enter into a agreement with law enforcement agencies involved in the seizure of illegal contraband for the disposition of forfeited assets;

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of the cities and the county by the coordination of crime interdiction efforts through the formation of a joint task force, and;

NOW THEREFORE, for and in consideration of the premises and the mutual promises, covenants and agreements set forth in this agreement, the parties enter into this agreement under the following terms and conditions:

I. Definitions

Law enforcement agency shall mean one or more of the law enforcement agencies that are parties to this agreement.

Law enforcement officer shall have the meaning provided by Texas Local Government Code Section 362.001(2).

Lead agency shall mean the law enforcement agency that initiates the criminal investigation within the jurisdictional limits of the political subdivision for which the agency provides law enforcement services.

Task force shall mean the Jim Wells County Task Force created under the terms of this agreement.

Active participation means the law enforcement agencies that are working highway interdiction, providing K-9 for searches, providing personnel to assist in the investigation, and providing resources for investigations. This does not include clerical duties, money counting, presence alone, and mere attendance.

II. Purpose of Agreement

The purpose of the agreement is to create and establish a task force to combat crime throughout the jurisdictional limits of the cities and county who are parties to this agreement. Pursuant to order or resolution of the governing bodies of the parties to this agreement. Pursuant to order or resolution of the governing bodies of the parties to this agreement, the parties to this agreement have entered into this agreement to (1) form a mutual aid law enforcement task force to cooperate in crime interdiction efforts and related criminal investigations, (2) to provide additional investigative and arrest authority to law enforcement officers employed by the law enforcement agencies within the jurisdictional limits of the political subdivisions that are parties to this agreement, and (3) to provide for the payment of expenses incurred in the performance of law enforcement activities of the task force. The task force shall be known as the Jim Wells County Task Force.

III. Personnel and Equipment

Each law enforcement agency shall assign law enforcement officers and shall provide all necessary vehicles and equipment for the law enforcement officers assigned. All personnel assigned shall remain the employees of the party making the assignment, and shall not be considered as employees, agents, or servants, of any other party to this agreement. All compensation for services of law enforcement officers assigned to the Task Force shall be paid by the party making the assignment. All supplies and expenses incurred by the task force shall be paid by the law enforcement agency that acquired the supplies or incurred the expense.

IV. Administration and Supervision

The lead agency shall have the sole responsibility for the direction and supervision of the activities of the task force. All law enforcement officers assigned shall be under the direct command of the lead agency. Notwithstanding the provisions for the preceding paragraph, the heads of the law enforcement agencies shall have the sole directions in the assignment of law enforcement officers employed by the assigning party to the task force, including the time period of the assignment. The heads of the law enforcement agencies

shall also have sole discretion in the assignment of vehicles, K-9 units and other equipment and supplies owned or under the control of the assigning party, including the time period of the assignment.

V. Extend of Authority

Any law enforcement officer assigned to the task force shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the political subdivisions that are parties to this agreement, including the power to make arrests and to execute search warrants.

VI. Employees Status

A law enforcement officer that is regularly employed by one of the law enforcement agencies shall remain an employee of that agency. However, the law enforcement officer shall be considered, for the purpose of making an arrest at any location within the jurisdictional limits of any political subdivision that is a party to this agreement, to be in service of and a peace officer under the command and supervision of the lead agency. The law enforcement officer assigned to the task force shall have all the powers of a regular law enforcement officer anywhere within the jurisdictional limits of the political subdivision that is a party to this agreement. Qualification for office by the law enforcement officer within the law enforcement agency that assigned the officer to the task force shall constitute qualification for office within the lead agency and no additional oaths, bond or compensation is required. The party who assigns a law enforcement officer to the task force shall remain solely responsible for the health, safety, acts or omissions of the assigned officer, and shall, to the extent authorized by law, indemnify the other parties to this agreement for any and all liability and damages of whatsoever nature caused by the assigned officer. In further recognition of the benefits to be gained by the participating entities, it is agreed that no party to this agreement shall request reimbursement for any services performed pursuant to this agreement from another party to this agreement.

VII. Compensation of Assigned Law Enforcement Officers

The party employing the law enforcement officers assigned shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel food, and lodging expenses incurred by the assigned officer in the performance of task force activities.

VIII. Civil Liability and Indemnification

It is further agreed that, in the event any law enforcement officer assigned shall be cited as a defendant party to any civil lawsuit, State or Federal, arising out of the officer's acts while engaging in authorized activities of the task force, the assigned law enforcement officer shall be entitled to the same benefits from the assigning party that such law enforcement officer would be entitled to receive had such civil action arisen out of an

official act within the scope of the assigned officer's duties as a member and in the jurisdiction of the law enforcement agency from which the officer was assigned.

It is further agreed that each party to this agreement shall hold every other party and that party's officials, employees, and agents, harmless from any and all liability, including by not limited to, any property, physical or non-physical damages or loss incurred by third parties, or by officers, employees or agents of any particular party or by any participating party, of whatsoever nature. This hold harmless agreement shall also include, but is not limited to, omissions or acts of negligence, gross negligence or intentional acts, as a result of any officer or employee of any party to this agreement in the performance of authorized activities of the task force.

Assignment to and performance of authorized activities of the task force by a law enforcement officer shall not constitute service of another county, municipality, department or agency, so as to make such assigned officer a borrowed servant of any other party to this agreement. A law enforcement officer assigned to perform activities of the task force shall be considered to be performing services for the assigning entity and not in the performance of services on behalf of any other party to this agreement. If a court of competent jurisdiction shall hold that any law enforcement officer assigned is a borrowed servant of another party to this agreement, then the party who assigned the officer shall indemnify and hold harmless such party as provided above.

IX. Disposition of Forfeited Assets

The Sheriff, of the Jim Wells County Sheriff's Office and the Sheriff, of the Kleberg County Sheriff's Office agree that any illegal contraband or assets seized as a result of law enforcement activities shall be promptly submitted to the appropriate lawful authority for forfeiture proceedings under state or federal law. If the Kleberg County Sheriff's Office makes a criminal interdiction stop that results in the seizure of illegal contraband or assets within Jim Wells County, then the 79th Judicial District Attorney's Office (Jim Wells County District Attorney's Office) is entitled to receive twenty five percent (25%) off the top of any asset forfeiture. Then the Jim Wells County Sheriff's Office will split the remaining monetary assets from that seizure with the Kleberg County Sheriff's Office (50%/50%).

If the Jim Wells County Sheriff's Office makes a criminal interdiction stop that results in the seizure of illegal contraband or assets within Kleberg County, then the 105th Judicial District Attorney (Kleberg County District Attorney's Office) is entitled to receive twenty percent (20%) off the top of any asset forfeiture. Then the Kleberg County Sheriff's Office will split the remaining monetary assets from that seizure with the Jim Wells County Sheriff's Office.

All parties agree that any property or proceeds forfeited to any party under this agreement shall be under and administered in accordance with the provisions of state law.

X. **Term of Agreement**

This agreement shall be in full force and effect for a period of (1) year beginning on May ____, 2025 and ending May ____, 2026.

This agreement shall automatically renew every year. Any party to this agreement may terminate this agreement for any reason or for no reason at all upon thirty (30) days written notice to all other parties to this agreement.

XI. **Payment from Current Funds**

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

XII. **Alternative Dispute Resolution**

In any dispute between the parties relating to task force activities, all parties involved will cooperate in good faith to resolve the dispute. Prior to the filing of a lawsuit, the parties shall:

1. Meet in an informal conference to attempt resolution of any disputes.
2. In the event the dispute is not resolved at the informal conference, submit the dispute to mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code.

XIII. **Notices**

Any notice provided for under the terms of this contract by either party to the other shall be in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested. Notice shall be sent or delivered as follows:

Jim Wells County:	Pedro "Pete" Trevino Jr., County Judge Jim Wells County Courthouse 200 N. Almond Alice, Texas 78332
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Jim Wells County Sheriff:	Joseph "Guy" Baker, Sheriff Jim Wells County Sheriff's Office P.O. Box 1286 Agua Dulce, Texas 78333
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Kleberg County Judge:	Rudy Madrid Kleberg County Courthouse
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P.O. Box 752
Kingsville, Texas 78364

Kleberg County Sheriff:

Richard Kirkpatrick
1500 E King Ave.,
Kingsville, Texas, 78363

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with provisions of this paragraph.

XIV. Legal Construction

This agreement shall be interpreted, construed, and governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction.

In the event that any section, subsection, or paragraph of this agreement is held invalid or unenforceable by a court of competent jurisdiction, such termination shall not affect the remainder of the agreement and shall be given full force and effect as if said invalid section, subsection or paragraph had not been included herein.

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision hereof.

XV. Prior Agreements

This contract supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

XVI. Law Governing

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XVII. Severability

In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XVIII. Multiple Originals

This agreement shall be executed in quintuplicate, each of which shall be an original and all of which shall constitute but one and the same instrument.

EXECUTED originals on the dates indicated below finding the respective parties as of the _ day of _____ 2025.

Joseph "Guy" Baker
Sheriff, Jim Wells County

Date

Pedro "Pete" Trevino Jr.
County Judge, Jim Wells County

Date

Rudy Madrid
County Judge, Kleberg County

Date

Richard Kirkpatrick
Sheriff, Kleberg County

Date

County of Jim Wells, Texas

Title: Discuss, consider and take action to accept bid for new telephony communications system and maintenance of all county telephone communications system and Broadband Internet Services.

Summary: Discuss, consider and take action to accept bid for new telephony communications system and maintenance of all county telephone communications system and Broadband Internet Services.

Background:

ATTACHMENTS:

File Name

Description

No Attachments Available

County of Jim Wells, Texas

Title: Discuss, consider and take action for Commissioner Pct 1 George Aguilar to enter into a Lease Purchase agreement with Cadence Finance for a 2026 MACK-P164 number IM2PN4GL6TM017885 Dump truck, 13-month contract.

Summary: Discuss, consider and take action for Commissioner Pct 1 George Aguilar to enter into a Lease Purchase agreement with Cadence Finance for a 2026 MACK-P164 number IM2PN4GL6TM017885 Dump truck, 13-month contract.

Background: We get new dump truck every 12 months and enter into new lease agreement.

ATTACHMENTS:

File Name	Description
Commissioner_Pct_1_George_Aguilar_Cadence_Agreement.pdf	Commissioner Pct 1 George Aguilar



**AGENDA ITEM REQUEST TO THE OFFICE OF THE JIM WELLS COUNTY JUDGE PEDRO "PETE" TREVINO JR.
FOR A MEETING OF JIM WELLS COUNTY COMMISSIONER'S COURT**

IMPORTANT NOTICE:

Special Meetings are held on the 4th Friday of each month at 9:00am.

Regular Meetings are held on the 2nd Monday of each month at 9:00am.

You may also email your request to isabel.trevino@co.jim-wells.tx.us

Agenda Requests shall be submitted no later than 12:00pm on the Monday prior to Friday's Special Meeting. Agenda Requests for the Regular Meeting shall be submitted no later than 12:00pm on the Monday prior to Monday's Meeting.

All amendments to the agenda must be approved by the County Judge personally. The only time amendments will be considered is in the event of an emergency.

Date of meeting you want the request considered: 5-12-2025

Agenda item:

disuss, consider and approve to enter into new
lease agreement with Candence Equipement finance for
a 2026 MACK-P164 S#1M2PN4GL6TM017885 Dump truck.
13 month contract

Background

Information: We get new dump truck every 12 months
and enter into new lease agreement

*** ALL ATTACHMENTS/AGREEMENTS/CONTRACTS MUST BE SUBMITTED WITH YOUR REQUEST

George Aguilar 5-2-25
SIGNATURE AND DATE

County of Jim Wells, Texas

Title: Consider and take action to approve agreement with Ward Sheffield and John Prukop for donation of materials, equipment and labor to Precinct 4 for repair of CR 433.

Summary: Consider and take action to approve agreement with Ward Sheffield and John Prukop for donation of materials, equipment and labor to Precinct 4 for repair of CR 433.

Background:

ATTACHMENTS:

File Name

Description

No Attachments Available

County of Jim Wells, Texas

Title: Discuss, consider and take action to permit sale of fireworks in Jim Wells County for Memorial Day Holiday.

Summary: Discuss, consider and take action to permit sale of fireworks in Jim Wells County for Memorial Day Holiday.

Background:

ATTACHMENTS:

File Name

Description

No Attachments Available

County of Jim Wells, Texas

Title: Discuss, consider and take action on payroll and bills as submitted by County Auditor with the exemption of fund 52, 53 & 54.

Summary: Discuss, consider and take action on payroll and bills as submitted by County Auditor with the exemption of fund 52, 53 & 54.

Background:

ATTACHMENTS:

File Name

Description

No Attachments Available