



2812 S. Bus. Hwy 281  
 Edinburg, Texas 78539  
 Phone: (956) 318-2626  
 Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

E-22-0502-09-06

August 17, 2022

City of Weslaco.  
 Attn: David Suarez, Mayor  
 255 S. Kansas Avenue  
 Weslaco, Texas 78596

Delivered via email: [david.suarez@weslacotx.gov](mailto:david.suarez@weslacotx.gov)  
 Term: September 17, 2022- September 16, 2023

Re: Project No. 22-0502-YZV  
 Hidalgo County- Sheriffs' Office  
 "Commercial Waste Collection for the Sheriffs' Office Substation"  
 Third (3<sup>rd</sup>) of five (5) One (1) Year Extension for Contract C-19-163-09-24

Dear Mayor Suarez,

This letter is to notify you that Hidalgo County has chosen the option to exercise the third (3<sup>rd</sup>) of five (5) One (1) Year Extension under the same rates, terms, and conditions with you for the Commercial Waste Collection for the Sheriff's Office Substation.

To proceed, please return the following to Hidalgo County Purchasing Department via email to [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) no later than 3pm on Wednesday, August 24, 2022:

1. Form 1295 – filed with the Texas Ethics Commission and the Unsworn Declaration filled out
  - a. On box 3, please reference 22-0502-Commerical Waste Collection for Sheriffs' Office
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the agenda for Commissioners' Court approval on Tuesday, September 06, 2022. Failure to submit all items requested in a timely manner, may result in delay of award.

	Andrew Munoz	Blzelzz
Authorized Representative Name	Signature <i>ASST. City Manager</i>	Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Yolanda Velasquez, Contract Specialist II at (956) 318-2626, extension 4881.

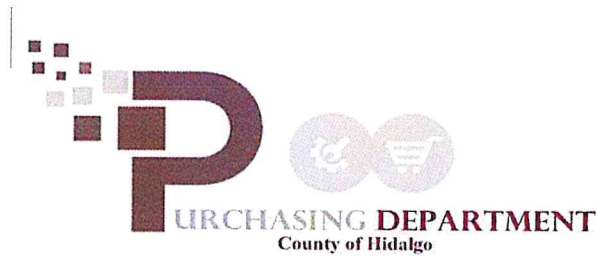
Sincerely,

*E. Belmar*  
 Eduardo Belmar  
 Hidalgo County Purchasing Director

**RECEIVED**

AUG 26 2022

BY: CSO-AU



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

September 1, 2021

City of Weslaco  
Attn: Mayor David Suarez.  
255 S. Kansas Ave.  
Weslaco, Texas 78596

**Term:** September 17, 2021 – September 16, 2022.

**Re: Project No.: 2021-113 “Commercial Waste Collection for the Sheriff’s Substation”**

Dr. Mayor David Suarez,

Be advised that Hidalgo County has chosen the option to exercise the **One (1) Year Extension** under the same rates, terms, and conditions with **City of Weslaco**, for the above referenced project.

To proceed, please return the following to Hidalgo County Purchasing Department via email to [jaimc.rivas@co.hidalgo.tx.us](mailto:jaimc.rivas@co.hidalgo.tx.us) no later than **10am on Thursday, September 2, 2021**:

This item will be placed on the agenda for Commissioners’ Court approval on September 7, 2021. Failure to submit all items requested in a timely manner, may result in delay of award.

		
Authorized Representative Name	Signature <i>city of weslaco</i>	Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Purchasing Department (956) 318-2626, extension 4875.

Sincerely,



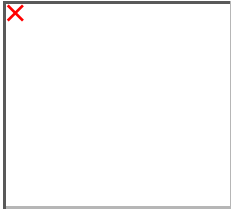
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent  
P.P. Jaime Rivas  
Contract Specialist I

**SPECIAL MEETING - September 7, 2021**

**BE IT REMEMBERED**, that on this 7th day of September A.D., 2021, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

<b>HONORABLE RICHARD F. CORTEZ</b>	<b>HIDALGO COUNTY JUDGE</b>
<b>HONORABLE DAVID FUENTES</b>	<b>COMMISSIONER, PRECINCT NO. 1</b>
<b>HONORABLE EDUARDO "EDDIE" CANTU</b>	<b>COMMISSIONER, PRECINCT NO. 2</b>
<b>HONORABLE EVERARDO "EVER" VILLARREAL</b>	<b>COMMISSIONER, PRECINCT NO. 3</b>
<b>HONORABLE ELLIE TORRES</b>	<b>COMMISSIONER, PRECINCT NO. 4</b>

and **ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



**AGENDA  
CC REGULAR CONSENT  
COMMISSIONERS COURT  
September 7, 2021  
10:00 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC  
CONSENT AGENDA**

**The following items are of a routine or administrative nature. The Commissioners Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. (Audio Reference 19m:35s)**

**County Executive Officer, Valde Guerra, requested that Consent Agenda items 9.A.1 and 9.A.2 be pulled for further discussion. The Court proceeded with a vote of approval for the remaining items of the Consent Agenda.**

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval for the Consent Agenda, with the *EXCEPTION* of Consent Agenda items 9.A.1 and 9.A.2.

**Vote: 5 - 0 – Unanimously**

The Court proceeded to Consent Agenda items 9.A.1. and 9.A.2. for further discussion. (Audio Reference 20m:01s)

1.           **AI-82336    Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
  
2.           **Auditor's Office:**
  - A.           **AI-82337**    Presentation of Fund Information Report
  
3.           **2021 Intradepartmental transfers:**
  - A.           **AI-82230**    2021 - Hidalgo County Sheriff's Office (1100)
  - B.           **AI-82318**    2021 - HIDTA Task Force (1291)

1. **AI-82226** Requesting authority to advertise and approval of the procurement packet for HC Law Enforcement Agencies "Purchase of Uniforms & Accessories" (RFB 2021-149-09-29-TDL) including re-advertisement if necessary.

**J. Health & Human Services:**

1. **AI-82179** Requesting approval to pay the following invoices for professional engineering and surveying services as submitted by SAM Engineering and Surveying, Inc.

Invoice #	Amount:
2	\$6,598.00
3	\$14,735.00

**K. Sheriff's Office:**

1. **AI-82247** Approval of the procurement packet as attached hereto for Hidalgo County - Sheriff's Office "Inmate Pay Telephone System and Services"; and authority to advertise procurement packet including re-advertising if necessary.
2. **AI-82269** Approval to exercise the County's option to extend for a one (1) year term as provided in the current Interlocal Cooperation Agreement between Hidalgo County and the City of Weslaco, to provide commercial waste pickup and disposal services to the Sheriff's - Benito Bravo East Side substation under the same rates, terms & conditions.
3. **AI-82215** Requesting approval to exercise the first (1) year extension under the same rates, terms and conditions for the Sheriff's Office "Lease of Tower - La Joya" with SBA Towers IV, LLC, as permitted in the current contract (C-20-221-09-22).

**L. WIC:**

1. **AI-82254** Requesting authority to exercise the 4th and final (1) one year extension under the same rates, terms, and conditions, with BIC Development Corp. as provided in the current contract agreement C-17-151-08-08 for HC WIC Program-Lease of Office Space-Administrative Offices.
2. **AI-82256** Requesting authority to exercise the 1st, one (1) year extension under the same rates, terms, and conditions, with JULCAR LLC as provided in the current contract agreement C-21-012-06-15 for the HC WIC Program-Lease of Office Space-McAllen.
3. **AI-82263** Requesting authority to exercise the 1st (1) one year extension under the same rates, terms, and conditions, with JULCAR LLC as provided in the current contract agreement C-21-395-06-15 Hidalgo County WIC Program-Lease of Office Space for Lcation Center-McAllen.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Peregrine Services inc  
Monroe, LA United States

**Certificate Number:**  
2021-808061

**Date Filed:**  
09/30/2021

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

**Date Acknowledged:**  
10/01/2021

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2021126  
Printing and Mailing of Postcards

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

B. Acceptance of the proposed scope of services and fee schedule from Judith Branham with authority to enter into a personal services contract [drafted by Office of DA's, Civil Litigation Division with final approval by same prior to execution] for Domestic Relations Office (DRO) for Hidalgo County District Clerks.

**F. WIC**

*Victor Judge Clerk*

1. AI-72412 Requesting approval for the purchase of Camera Systems, Installation & Accessories from "Telepro Communications" through HC membership/participation in the following Cooperative Purchasing Programs (subject to HB1295 compliance when/if applicable):

Requisition	Department	Co-op/Contract	Contract	Description	Amount
00401599	WIC	Buyboard	579-19	Installation & Accessories	\$65,407.82
00401526	WIC	National IPA	R170501	Cameras & Accessories	\$79,947.40

**G. Sheriff's Office**

*5:00 PM 10/2/19*

1. AI-72387 Approval of final Interlocal Cooperation Agreement/Document between Hidalgo County and City of Weslaco to provide commercial waste pickup and disposal services to the Hidalgo County Benito Bravo East-Side Sub Station.

19. **Open Forum** *① Fern McClauderty Pl. taxes / jail / budget*

20. **Closed Session:**  
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Pending and/or potential litigation

*in @ 3:45  
out @ 4:13*

B. Private consultation and advice of counsel concerning pending, potential and/or contemplated litigation, settlement offers, and/or legal matters subject to the attorney-client privileged under the authority of the Open Meetings Act Section 551.071, Government Code.

C. AI-72342 Civil Action No. 7:18-cv-00265; Roberto Leal, et al v. Homero Jasso, in his individual and official capacities as J.P. of Hidalgo Co. & Hidalgo County

D. AI-72329 Claim of Armando Lopez

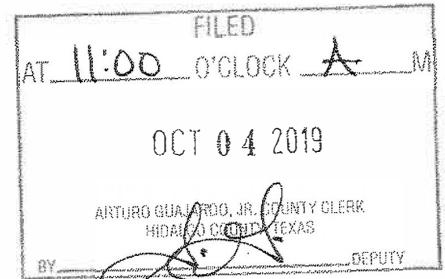
E. AI-72355 Claim of Pierre Garza

21. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

*Ma*

B. Engagement with the firm of \_\_\_\_\_ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement (subject to compliance with HB1295)

# C-19-163-09-24



STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§

## INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF WESLACO

THIS Agreement is entered into between the County of Hidalgo, hereafter referred to as “County”, and City of Weslaco, hereafter referred to as “City”, collectively referred to as the “Parties”, acting under the authority granted in the Texas Interlocal Cooperation Act (the “Act”), Chapter 791, Texas Government Code.

### WITNESSETH:

**WHEREAS**, the County is a local government as defined by the Act; and

**WHEREAS**, the City is a municipality located within the jurisdiction of the County of Hidalgo, and is defined as a local government under the Act; and

**WHEREAS**, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003 of the Local Government Code; and

**WHEREAS**, the County and City seek to enter into an agreement to provide and receive pickup and disposal service of commercial waste for the Sheriff's East Substation, also known as the Benito Bravo Substation; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties enter into this Agreement pursuant to the Act and agree as follows:

1. City agrees to provide the pickup and disposal of solid waste from the County's Sheriff's East Substation once weekly at a cost of \$140.27 per month as stated in City's contract.
2. City agrees to provide the County with an eight (8) cubic yard refuse collection bin at the designated location.
3. City shall provide County with an invoice showing the rates as stated on the City's contract and the number and dates of all pickups made within the month being invoiced.

4. County agrees to pay City within thirty (30) days of receipt of invoice from City for the number of pickups made in the previous month and at the rates as stated in the City's Amended and Restated Contract for Solid Waste Collection and Disposal.
5. The term of this agreement shall be for one (1) year with the option to renew for five (5) additional one (1) year terms upon the same terms and conditions described herein.
6. Upon a change in price and/or effective rates for services provided to County, City shall notify County in writing within ten (10) working days of the change.
7. County may terminate this agreement with or without cause upon sixty (60) days written notice to City. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
8. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't Code Ann. Section 271.903.
9. To the extent allowed by law, County and City agree that both County and City shall be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or other, in or to any third persons or entities.

10. This Interlocal Agreement shall commence on September 17, 2019, and shall remain in full force for a period of one (1) year unless terminated by either County or City by giving the other party sixty (60) day notice. If no notice of termination is given by either party this Agreement shall automatically renew for an additional period not to exceed the length of the original agreement, performable in Hidalgo County, Texas.
11. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
12. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period.
13. Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.
14. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

All agreements between City and County are set out in this agreement and no other agreements not contained herein shall be enforceable against either party.

Accepted, approved and witnessed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez  
Richard F. Cortez, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/24/19 ms



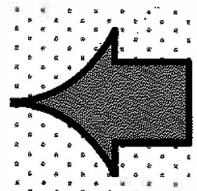
Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk

CITY OF WESLACO, TEXAS

By: Juan E. Gonzalez  
Juan E. Gonzalez, City Attorney

By: Myra Ayala  
Myra Ayala, City Secretary

By: David Suarez  
David Suarez, Mayor



APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office

By: Victor M. Garza  
Victor M. Garza, Assistant District Attorney

wcc  
9/17/19