



PURCHASING DEPARTMENT  
County Of Hidalgo

Honorable Lionel G. Trevino, Sheriff  
Attn: Randy Blanton, Director of Contract Compliance  
1583 Common Street, Suite 1583  
New Braunfels, Texas 78130

Via Fax (830) 626-0108  
Via Express Mail

**Re: Extension – Contract No. C-05-356-09-27-“Housing of Hidalgo County Prisoners in the Frio County Jail”-Hidalgo County Sheriff’s Department**

Dear Sheriff Trevino:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners’ Court at the regular meeting on, Monday, September 18, 2006 to exercise the option to **extend** the contract for **a period of one (1) additional year (as stated in the current contract)**. Commencement date (if approved) will become effective as of **September 27, 2006** under the same rate, term and conditions.

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by no later than, Friday, September 15 , 2006, 12:00 a.m., via facsimile to (956) 956-318-2629 attn: Leticia Saenz, Contracts Mgr.

\_\_\_\_ Yes, I hereby agree to extend the (1) one year extension of the contract under the same rates, terms, and conditions.

Comments (If any):

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Sheriff of FRIO COUNTY or Director of Contract Compliance

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

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

  
Leticia H. Saenz, CPPB  
Hidalgo County Contracts Manager

xc: File

THE STATE OF TEXAS

COUNTY OF FRIO

**INTERGOVERNMENTAL AGREEMENT BETWEEN FRIO COUNTY AND HIDALGO COUNTY REGARDING HOUSING OF HIDALGO COUNTY PRISONERS IN THE FRIO COUNTY JAIL**

On the hereafter referred to date the COUNTY OF FRIO, TEXAS hereafter referred to as "FRIO" and the COUNTY OF HIDALGO, TEXAS, hereafter referred to "HIDALGO", entered into the following agreement concerning the incarceration of overflow prisoners of HIDALGO COUNTY, Texas, and said agreement is set out in full hereafter.

1. **FRIO** hereby agrees to house overflow prisoners incarcerated by **HIDALGO** on a space available basis. The availability of the space shall be determined by the **FRIO** County Sheriff in accordance with current jail regulations as set out by the Texas Commission on Jail Standards concerning the separation and categories of prisoners. **FRIO** shall assess a fee for housing said prisoners at the rate of **\$40.50** per day per prisoner, and **FRIO** shall bill **HIDALGO** on a monthly basis for said cost in an itemized statement showing the number of days per individual prisoner housed by **FRIO**. The day the inmate is booked in will be charged. The day the inmate is booked out will not be charged.
2. **HIDALGO** shall pay for any and all hospital, mental health, dental, health care services and prescription drugs provided to any prisoners housed by **FRIO** for **HIDALGO**. When seeking medical services for inmates, Contractor shall obtain such services at rates, which do not exceed the lowest rate, the medical service provider charges for medicaid/indigent health care. Nonprescription medication will be administered without charge by **FRIO**. **HIDALGO** shall reimburse **FRIO** for transportation and stationary guard services for **HIDALGO** prisoners admitted to a medical facility at the rate of **\$10.00** per hour.
3. **HIDALGO** hereby agrees to comply with all booking procedures of **FRIO**, **FRIO** hereby agrees to furnish **HIDALGO** a copy of those.
4. **FRIO** and **HIDALGO** hereby agrees that **FRIO** will not house any injured prisoners unless **HIDALGO** has furnished an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated.
5. **FRIO** further agrees that should a prisoner be injured while being housed by **FRIO**, that **FRIO** will within ten (10) hours notify **HIDALGO** of said injury and provide **HIDALGO** with copies of all incident reports relating to the injury.

6. The **FRIO** County Sheriff reserves the right to refuse or remove any inmate from the **FRIO** County Jail if it is in the best interest of **FRIO**. **HIDALGO** shall promptly arrange to take custody of its prisoners if so requested by the **FRIO** County Sheriff. Written approval from **FRIO** must be obtained for any medium custody level inmate from **HIDALGO** prior to **FRIO** accepting custody of said inmate. **FRIO** will not accept custody of any inmate from **HIDALGO** with a custody level higher than a medium.
7. **FRIO** agrees to assume responsibility for all transportation of **HIDALGO** prisoners housed in **FRIO** to and from **FRIO** and **HIDALGO**.
8. **FRIO** shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of **FRIO** performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by **FRIO** County Jail, and including the transfer of prisoners to and from **FRIO** unless transported by **HIDALGO**.
9. This agreement shall be for one (1) year from the date of acceptance by **FRIO** and shall be subject to renewals thereafter whenever is deemed necessary. If either party deems renegotiation is necessary, that party shall notify the other party by certified mail, addressed to County Judge of that party at least sixty (60) days in advance of the termination of this Agreement
10. All agreements between the parties are set out in this Agreement and no oral agreement not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED AND WITNESSED our hands on this 16th day of September, 2005.

COUNTY OF FRIO

BY: Carlos Garcia  
 Carlos Garcia, Frio County Judge

Lionel G. Trevino  
 Lionel G. Trevino, Sheriff, Frio County

Angie Tullis  
 Angie Tullis, Frio County Clerk

By Marcia Garcia

COUNTY OF HIDALGO

BY: Hector Garcia  
 Hidalgo County Judge

Jose Trevino  
 Hidalgo County Sheriff

Janet D. Salinas III  
 Hidalgo County Clerk

APPROVED AS TO FORM:  
 ATLAS & HALL, LLP

BY: [Signature]

Approved by Commissioners' Court  
 on 9-27-05