

STATE OF TEXAS)
COUNTY OF BROOKS)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BROOKS COUNTY, TEXAS AND
HIDALGO COUNTY, TEXAS
REGARDING THE HOUSING OF PRISONERS
IN THE BROOKS COUNTY DETENTION FACILITY**

WHEREAS the County of Brooks, Texas and the County of Hidalgo, Texas seek to enter into an *Interlocal Agreement* on October _____, 2006 to provide for the incarceration of prisoners of Hidalgo County.

NOW THEREFORE, on the dates indicated, Brooks County, Texas [hereinafter referred to as **Brooks**] and Hidalgo County, Texas [hereinafter referred to as **Hidalgo**], enter into the following agreement concerning the incarceration of overflow prisoners of **Hidalgo**, and said agreement is set out in full hereafter.

1. **Brooks** hereby agrees to house prisoners for **Hidalgo** on a space available basis. The availability of space shall be determined by the **Brooks** Sheriff in accordance with current jail regulations as promulgated by the *Texas Commission on Jail Standards* concerning the separation and categories of prisoners. **Brooks** shall assess a fee due within thirty (30) days for housing said prisoners and **Brooks** shall bill **Hidalgo** on a monthly basis for said cost in an itemized statement showing the number of days per individual prisoner housed by **Brooks**. The day the prisoner is "booked in" will be counted and charged. The day the prisoner is "booked out" will not be counted or charged. The fee for housing such prisoners shall be forty dollars (\$40.00) per day per inmate.
2. **Hidalgo** shall, in addition to the daily prisoner housing fee set forth above, pay for any and all hospital, mental health, dental, or other health care services and any prescription drugs provided to any prisoners housed by **Brooks** for **Hidalgo**. Non-prescription medication will be administered without charge by **Brooks**.
3. **Hidalgo** agrees to comply with all booking procedures of **Brooks**, and **Brooks** agrees to furnish **Hidalgo** with a copy of such procedures.
4. **Brooks** and **Hidalgo** hereby agree that **Brooks** will not house any injured prisoners unless **Hidalgo** has furnished an acceptable medical release signed by appropriate medical personnel, certifying that such prisoner may be incarcerated.
5. **Brooks** further agrees that should a prisoner be injured while be housed by **Brooks**, **Brooks** shall, within ten (10) hours, notify **Hidalgo** of said injury and will provide **Hidalgo** with copies of all incident reports relating to the said injury.

**INTERGOVERNMENTAL AGREEMENT FOR THE
INCARCERATION OF HIDALGO COUNTY PRISONERS
BY BROOKS COUNTY, TEXAS**

PAGE 2

6. **Brooks** reserves the right to refuse or remove any prisoner from the **Brooks** detention facility if it is in the best interests of **Brooks**. **Hidalgo** shall promptly arrange to take custody of any such prisoner if so requested by **Brooks**.
7. **Brooks** agrees to assume responsibility for all transportation of **Hidalgo** prisoners housed in **Brooks**.
8. **Brooks** shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of **Brooks**' performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by **Brooks**, and including the transfer of prisoners to and from **Brooks** unless transported by **Hidalgo**.
9. This agreement shall commence as of the date of execution and shall continue for a term of one (1) year unless terminated as set forth herein. Thereafter, and unless terminated as provided, or renegotiated, the agreement will automatically renew for additional one (1) year terms. If either party deems renegotiation to be necessary, that party shall notify the other party by certified mail, addressed to the County Judge of that party, at least sixty (60) days in advance of the date in advance of the then existing contract term.
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 on October _____, 2006.

COUNTY OF BROOKS, TEXAS

By: _____
JOE B. GARCIA
COUNTY JUDGE

By: _____
BALDE LOZANO
SHERIFF

By: _____
FRUTOSO GARZA
COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT FOR THE
INCARCERATION OF HIDALGO COUNTY PRISONERS
BY BROOKS COUNTY, TEXAS**

PAGE 3

ACCEPTED, APPROVED AND WITNESSED on October _____, 2006.

COUNTY OF HIDALGO, TEXAS

**By: _____
RAMON GARCIA
COUNTY JUDGE**

**By: _____
LUPE TREVINO
SHERIFF**

**By: _____
EDDY TREVINO
COUNTY CLERK**