

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO    §

**AMENDMENT No. 1 TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN LCS CORRECTIONS SERVICES  
AND  
HIDALGO COUNTY, TEXAS  
REGARDING THE HOUSING OF PRISONERS IN THE BROOKS COUNTY DETENTION CENTER**

This **AMENDMENT No. 1** to the **INTERGOVERNMENTAL AGREEMENT** dated **April 3, 2012**, by and between Brooks County, Texas (“**BROOKS**”) and **HIDALGO COUNTY, TEXAS** (“**HIDALGO**”) for the Housing of Prisoners in the Brooks County Detention Center is entered into between the parties effective this **10<sup>th</sup>** day of **April, 2012**.

**WHEREAS**, Brooks and Hidalgo entered into an Intergovernmental Agreement effective **April 3, 2012** in which Brooks agreed to provide: “**Incarceration of prisoners of Hidalgo County**” for Hidalgo County Sheriff’s Office (the “**Agreement**”);

**WHEREAS**, the parties desire to amend the Agreement as hereinafter provided;

**WHEREAS**, due to a need to clarify the agreement’s title, the parties now desire to amend the Intergovernmental Agreement to denote the correct agreement title;

**WHEREAS**, the parties desire to add the following Commitment of Revenues only provision to the Agreement:

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and Brooks hereby agree to the following amendments to further modify and correct language in paragraph as set forth below:

1.       **The Title of Agreement-** is hereby deleted in its entirety and the following substituted in lieu thereof:

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN BROOKS COUNTY, TEXAS AND HIDALGO COUNTY, TEXAS  
FOR  
THE HOUSING OF PRISONERS IN THE BROOKS COUNTY DETENTION CENTER**

2. **The following is hereby added as numbered paragraph 11 to the Agreement**

**Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Vendor and County ratify and confirm the terms and provisions of the Agreement, as amended.

**EXECUTED IN DUPLICATE ORIGINALS** and effective as of the day and year first written above.

**BROOKS COUNTY, TEXAS**

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

Its \_\_\_\_\_

**HIDALGO COUNTY, TEXAS**

\_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain