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STATE OF TEXAS)
COUNTY OF BROOKS)

INTERGOVERNMENTAL AGREEMENT BETWEEN LCS CORRECTIONS SERVICES
AND
HIDALGO COUNTY, TEXAS
REGARDING THE HOUSING OF PRISONERS IN THE BROOKS COUNTY
DETENTION CENTER

WHEREAS Brooks County Texas (hereinafter referred to as Brooks) and HIDALGO County, Texas (hereinafter referred to as HIDALGO) seek to enter into an *Intergovernmental Agreement* to provide for the incarceration of HIDALGO prisoners in the Brooks County Detention Center.

NOW THEREFORE, on the dates indicated, Brooks and HIDALGO County, enter into the following agreement concerning the incarceration of 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.
2. HIDALGO shall pay Brooks a daily prisoner-housing fee of Forty –Five dollars (\$45.00) per prisoner day. 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. Brooks will mail HIDALGO with a monthly, itemized invoice showing the actual number of HIDALGO prisoner days in that month and the daily HIDALGO prisoner count. HIDALGO will remit the full amount of the invoice within thirty (30) days of receipt thereof.
3. In addition to the daily prisoner housing fee set forth above, HIDALGO will pay for any and all hospital, mental health, dental, or other health care services and any prescription drugs provided to any HIDALGO prisoners, housed by Brooks. Non-prescription medication will be provided at no cost to HIDALGO or its prisoners.
4. HIDALGO agrees to comply with all booking procedures of Brooks, a copy of which will be provided to HIDALGO.
5. HIDALGO agrees 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.
6. Brooks shall notify HIDALGO within ten (10) hours in the event that any HIDALGO prisoner is injured while incarcerated at Brooks and will provide HIDALGO with copies of all incident reports prepared relative to said injury.

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INCARCERATION OF PRISONERS IN LCS BROOKS COUNTY DETENTION CENTER**

7. The Brooks Sheriff reserves the right to refuse or return any HIDALGO inmate if he determines it to be in Brooks' best interest. HIDALGO shall promptly arrange to take custody of any such prisoner is so requested by 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 otherwise 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 on which the current term will terminate.

10. All agreements between the parties are set out in this Agreement and no other agreements not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED AND WITNESSED on March 12, 2012.

BROOKS COUNTY, TEXAS

By: Raul M. Ramirez

RAUL RAMIREZ, COUNTY JUDGE

R. Rodriguez
REY RODRIGUEZ, SHERIFF

Pepe Garza
PEPE GARZA, COUNTY CLERK

HIDALGO COUNTY, TEXAS

By: _____

RAMON GARCIA, COUNTY JUDGE

LUPE TREVINO, SHERIFF

ARTURO GUAJARDO, JR., COUNTY CLERK