

STATE OF TEXAS           §  
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COUNTY OF HIDALGO   §

STATE OF TEXAS           §  
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COUNTY OF CAMERON   §

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT  
BETWEEN COUNTY OF HIDALGO, TEXAS AND  
CAMERON COUNTY, TEXAS**

This Amendment to the Interlocal Agreement is made this 9<sup>th</sup> day of February, 2021, by and between **COUNTY OF HIDALGO, TEXAS**, (“Hidalgo”), and **CAMERON COUNTY, TEXAS** (“Cameron”), collectively referred to as the “Parties”.

**WHEREAS**, the Counties of Cameron and Hidalgo entered into an Interlocal Agreement dated July 2, 2015, wherein Cameron agreed to house prisoners for Hidalgo on a space available basis as determined by the Cameron County Sheriff and in compliance with jail regulations as promulgated by the Texas Commission on Jail Standards; and

**WHEREAS**, the Agreement was for a one year term with automatic one year renewals and both parties have agreed to restate and continue to carry out the services as outlined in the Agreement;

**NOW, THEREFORE**, 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, Cameron and Hidalgo hereby agree to the following amendment to the Agreement:

1. Numbered Paragraph 2 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

**“HIDALGO shall pay CAMERON a daily prisoner-housing fee of SIXTY DOLLARS AND NO CENTS (\$60.00) per prisoner a 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. CAMERON 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 to the Cameron County Auditor’s Office within thirty (30) days of receipt thereof.”**

2. Numbered Paragraph 9 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

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 herein 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. Either party may terminate this Interlocal Agreement without cause by giving thirty (30) days written notice of its intent to terminate the Interlocal Agreement. This Interlocal Agreement shall be effective as of September 1, 2019.

3. Numbered Paragraph 11 shall be deleted in its entirety and the following shall be substituted in lieu thereof:
  - a. **Cameron** agrees to provide transportation of inmates of **Hidalgo** to and from the Hidalgo County jail/or courthouse to Cameron's facility. Cameron will make two (2) trips to Hidalgo for pickup of inmates. The first trip will be made in morning and the second trip will be made in the afternoon. Hidalgo will reimburse Cameron for one way in the morning and one way in the afternoon. If Hidalgo requests that an inmate be transported back to Hidalgo in the afternoon, then Hidalgo will reimburse Cameron for the round trip. Reimbursement will be on a mileage basis at the rate of 0.56 per mile.
  - b. In the event **Hidalgo** requests **Cameron** to provide transportation to sites other than specified above, **Hidalgo** agrees to reimburse **Cameron** for transportation costs at the rate of .56 per mile/trip.
4. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Cameron and Hidalgo ratify and confirm the terms and provisions of the Agreement, as amended.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

**COUNTY OF CAMERON, TEXAS**

BY: \_\_\_\_\_  
Eddie Treviño, Jr., Cameron County Judge

BY: \_\_\_\_\_  
Eric Garza, Cameron County Sheriff

**ATTEST:**

BY: \_\_\_\_\_  
Sylvia Garza-Perez  
Cameron County Clerk

**COUNTY OF HIDALGO, TEXAS**

BY: \_\_\_\_\_  
Richard Cortez, Hidalgo County Judge

BY: \_\_\_\_\_  
J.E. "Eddie" Guerra, Hidalgo County Sheriff

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

Approved by the Hidalgo County Commissioners Court on \_\_\_\_\_.

**APPROVED AS TO FORM:**  
**Hidalgo County Criminal District Attorney's Office**  
**Ricardo Rodriguez, Jr.**

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