

STATE OF TEXAS

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COUNTY OF HIDALGO

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN STARR COUNTY AND THE COUNTY OF HIDALGO
(C-18-191-07-17: HOUSING OF PRISONERS IN STARR COUNTY DETENTION
FACILITY)**

This Second Amendment to the Interlocal Agreement (the “Agreement”) is made and entered on this 9th day of August, 2022, by and between Hidalgo County, Texas (the “**County**”) by and through the Hidalgo County Sheriff’s Office (“**HCSO**”) and STARR County, Texas, a political subdivision of the state of Texas (“**STARR**”).

WHEREAS, the **County** and **STARR** entered into an Interlocal Agreement dated July 18, 2018, wherein **STARR** agreed to house prisoners for **HIDALGO** (both males and females) in the Starr County Detention Facility in compliance with jail regulations as promulgated by the Texas Commission on Jail Standards;

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;

WHEREAS, on August 6, 2019, the **County**, by and through **HCSO** and **STARR** agreed to amend the contract to increase the daily inmate housing fee by \$6.00 to a daily fee of \$60.00 per inmate;

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, **STARR**, the **County**, by and through **HCSO**, 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 **STARR** a daily prisoner-housing fee of **SIXTY-TWO DOLLARS AND NO CENTS (\$62.00)** 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. **STARR** will mail **HIDALGO** 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 Starr County Auditor's Office within thirty (30) days of receipt thereof.”

Except as modified herein, all terms and conditions of the **Agreement** remain in full force and effect. **STARR**, the **County**, by and through **HCSO** ratify and confirm the terms and provisions of the **Agreement** as amended herein.

[Signature Page to Follow]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON August 9, 2022.

Agenda Item No. 86922

STARR COUNTY, TEXAS:

Eloy Vera, County Judge

Rene "Orta" Fuentes, Sheriff

ATTEST:

Humberto Gonzalez, County Clerk

COUNTY:
COUNTY OF HIDALGO

Hon. Richard F. Cortez, County Judge

J.E. "Eddie" Guerra, Sheriff

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:

Jane Doe, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES: