

STATE OF TEXAS
COUNTY OF HIDALGO

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**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN
THE COUNTY OF HIDALGO, TEXAS
AND THE COUNTY OF WILLACY, TEXAS**

This Amendment to the Interlocal Agreement is made on this 12 day of November, 2024 by and between the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as “Hidalgo County”, the county of WILLACY, TEXAS, hereinafter referred to as “Willacy County”; collectively referred to as “The Parties”.

WHEREAS, on November 1, 2022 Hidalgo County and Willacy County entered into an Interlocal Agreement;

WHEREAS, the Agreement was incident to the Lease between the Willacy County Public Facilities Corporation (the “Lease”) whereby Hidalgo County Facility Corporation leased an and existing jail facility for the purposes of operating a “county” jail facility (the “Jail Facility”), for the benefit of Hidalgo County; and

WHEREAS, the parties desire to amend the Interlocal Agreement incident to the Lease hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Interlocal Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Hidalgo County and Willacy County hereby agrees to the following amendment to the Agreement:

1. Paragraph “2.” is hereby amended, revised, and or modified as follows:

“2. Willacy County Jail Food Service. Hidalgo County agrees to provide inmate food services to the inmates housed in the Willacy County Jail at Willacy County’s expense, provided that such expense shall not exceed Hidalgo County’s actual cost to provide such food, as follows:

a. Operation Responsibilities

i. Meal Production and Delivery: The meals are produced by Hidalgo County Contractor at the Jail Facility through a separate agreement with Hidalgo

County. Meals are to be provided to Willacy County in trays with lids and kept in insulated bags or cambros which are provided by Willacy County. Willacy County receives the meals at Jail Facility and transports meals to Willacy County Jail for distribution. Willacy County is also responsible for the foam hinged containers the meals are served in and the utensils.

ii. Food Products: The menu served at Jail Facility will provide for three (3) meals per day per person. Food products are reviewed and approved by registered dietitians to meet nutritional standards.

b. Financial and Accounting Arrangements

i. Meals Service: Hidalgo County, by and through the County's Contractor, will provide meals, including vegetarian or other types with diet restrictions, to Willacy County inmates. All meals will be requested in advance of each day at a mutually agreed upon time prior to time for meal pickup. If the initial notice of meals ordered is not given timely, Jail Facility will prepare and will be paid for the same number of meals as prepared for the previous day.

ii. Billing: Hidalgo County shall submit to Willacy County on the tenth day of every month, for the preceding month an invoice for inmate meals ordered or served, whichever is greater. The invoice shall reflect the preceding month's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

iii. Inmate meals

iv. Any additional food, beverage, or other services, as required.

v. Manner of Payment: Payment shall be made by ACH wire transfer or by check payable to Hidalgo County within fifteen (15) days after the invoice date.

b. Access and Records: Hidalgo County will maintain accurate books and records in connection with the food service operation and retain such records as required by law.

c. Additional Documents: The Parties hereto covenant and agree that they will provide and/or execute such other and further instruments and documents as or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

d. Hidalgo County has no additional obligations to provide any services to Willacy County Jail under this Agreement.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full all other provisions in the original agreement will remain in effect.

Executed and effective as of the day and year first written above:

COUNTY OF HIDALGO, TEXAS

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

COUNTY OF WILLACY, TEXAS

Aurelio Guerra, County Judge

ATTEST:

Susan R. Garza
Willacy County Clerk