United States Department of Justice United States Marshals Service

Intergovernmental Service Agreement Housing of Federal Prisoners

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I. AGREEMENT NUMB	BER	2. EFFECTIVE DATE	3. REQUISITIO	N/PURCHA	SER/REQUEST	NO.	4. C	ONTROI	NO.	
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5. ISSUING OFFICE			6. GOVERNME	NT ENTITY	Υ .		F	ACILITY	(CODE(S)	6QL
UNITED STATES MARSHALS SERVICE PRISONER SUPPORT DIVISION CONTRACTS BRANCH 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102 NAME AND ADDRESS (Street, cirv., county, State and ZIP code) 7. APPROPRIATION DATA										
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8. ITEM NO.		SUPPLIES	9. S/SERVICES		10. QUANTITY	11. UNIT	12. UNIT P		13. AMOU	
(1) 3 s n i	This Agreement is for the housin safekeeping and subsistence of a male and female federal prisoner including guard services in account ance with the contents set forth			adult cs ord—	ESTIMATED USMS PRISONER DAYS/YR.		FIXED RATE		ESTIMA ANNUA PAYMEI	L NT
(2)	following:			500 ESTIMATED GUARD HOURS/YR.	PDs	\$16.00 \$ 9.0		\$8,000 \$1,800		
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To the best of my knowledge and belief, data submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.			agreement is true as been duly au- ody of the Depart- partment or Agency	Me Me Name ((Sign Type or Print)	dani ature) HAI	Box	7 1 76 1	She	i
				Name (Type or Print)				Fitle	
16. TYPE OF USE ☐ Hold Over ☐ Regular Support ☐ Seasonal Support ☐ Other ☐ Other ☐ Minimum ☐ Major ☐ Major ☐ 17. PRISONER TYPE TO BE INCLUDED ☐ UNSENTENCED ☐ SENTENCED ☐ Adult Male ☐ Adult Female ☐ Juvenile Male ☐ Juvenile Male ☐ Juvenile Female ☐ Juvenile Female ☐ Work Release ☐ YCA Male ☐ YCA Female			TI BY ST BY	HE UNITED ST OF DIRECTION OF ATES MARSH OF AUTHO	TATES OF THE LALS SE LACUATURE	OF AMERI DIRECT RVICE OF CONT	ICA OR OF	THE UNIT	ED	
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ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service and other federal user agencies (the Federal Government) and Guadalupe County, Texas (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at the Guadalupe County Jail (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

- 1. The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
- 2. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government.
- 3. The Local Government agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

ARTICLE III - RECEIVING AND DISCHARGE

- 1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
- 2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded to custody by a U.S. Marshal may only be released to a U.S. Marshal or an agent specified by the U.S. Marshal of the Judicial District.
- 3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.
- 4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical or emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE IV - PERIOD OF PERFORMANCE

This Agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the U.S. Marshal. Such notice will

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be provided 30 days in advance of the effective date of formal termination and at least two weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE V - PER-DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

- 1. Per-diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period or as provided for in an approved annual operating budget for detention facilities.
- 2. The Federal Government shall reimburse the Local Government at the fixed day rate identified on page 1 of the Agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve months.
- 3. The rate covers One (1) person per "prisoner day". The Federal Government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival but not for the day of departure.
- 4. When a rate increase is desired, the Local Government shall submit a written request to the U.S. Marshal at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be obtained from the U.S. Marshal. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the U.S. Marshal.
- 5. Criteria used to evaluate the increase or decrease in the per-diem rate shall be those specified in the federal cost standards for contracts and grants with State and Local Governments issued by the Office of Management and Budget.
- 6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a Marshals Service Contracting Officer. The effective date will be established on the first day of a month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the U.S. Marshal.
- 7. Unless other justifiable reasons can be documented by the Local Government, per-diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VI - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agencies listed below for certification and payment.

United States Marshals Service 655 East Durango Blvd. San Antonio, Texas 78206 Immigration & Naturalization Service Asst. Regional Commissioner, PMP 311 North Stemmons Freeway Dallas, Texas 75207

Phone: (512) 229-6540

Phone: (214) 729-6089

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- 2. To constitute a proper monthly invoice, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per-diem rate, and the total amount billed (total days multiplied by the rate per day) shall be listed). The name, title, complete address and phone number of the Local Official responsible for invoice preparation should also be listed on the invoice.
- 3. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-25.
- 4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date payment is made.

ARTICLE VII - GOVERNMENT FURNISHED PROPERTY

- 1. It is the intention of the Marshals Service to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the Marshals Service and shall be returned to the custody of the Marshals Service upon termination of the agreement.
- 2. The Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of U.S. Marshals Headquarters. The loss or destruction of any such excess property shall be immediately reported to the U.S. Marshal and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000.00 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.
- 3. The suspension of use or restriction of bed space made available to the Marshals Service are agreed to be grounds for the recall and return of any or all government furnished property.
- 4. The dollar value of property provided each year will not exceed the annual dollar payment made by the Marshals Service for prisoner support.

ARTICLE VIII - MODIFICATIONS/DISPUTES

- 1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the U.S. Marshals Service contracting officer and submitted to the Local Government on form USM 24la for approval.
- 2. Disputes, questions or concerns pertaining to this agreement will be resolved between the U.S. Marshal and the appropriate local Government official. Unresolved issues are to are to be directed to the Chief, Operations Support Division, U.S. Marshals Service Headquarters.

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ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

- l. The Local Government agrees to allow periodic inspections of the facility by U.S. Marshals Service Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement and levels of services.
- 2. The Marshals Service will endeavor to provide or acquire technical training and management assistance from other federal, state or local agencies or national organizations upon the request of the facility administrator.

ARTICLE X - GUARD SERVICES

- 1. The Local Government agrees, upon request of the federal agency in whose custody a prisoner is held, to provide:
 - a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care; and
 - b. Transportation and stationary guard services for federal prisoners committed to a medical facility.
- 2. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures and practices. The Local Government agrees to augment such practices as may be requested by the U.S. Marshal to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.
- 3. The user government agency agrees to reimburse the Local Government for guard services at the rate established on page one (1) of this agreement.

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SER	VICES NO.	3. EFFECTIVE DATE OF MOD	DIFICATION
Four (4)	292-02		October 1, 2002	
4. ISSUING OFFICE	5. LOCAL GOVERNMENT		6. IGA NO.	
U.S. MARSHALS SERVICE	Bexar County		80-99-0030	
PRISONER SERVICES DIVIS				
IGA SECTION	200 North Comal Stre		7. FACILITY COD	E(S) 1 ~
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1) Extend the tem	porary per diem rate of \$46 from.	July 31. 2002 t	o September 30, 2002.	
2) Increase the ten	nporary per diem rate of \$46 to th	e fixed per die	m rate of \$47.27 effective O	ctober 1,
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4. ISSUING OFFICE U.S. MARSHALS SERVICE	5. LOCAL GOVERNMENT Bexar County		6. IGA NO. 80-99	9-0030
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PRISONER SERVICES DIVISION	200 North Comal Street		7. FACILIT	VCODE(S)
IGA SECTION			/. I ACIDI	\ WY \.
WASHINGTON, DC 20530-100	San Antonio, Texas 78	3207		OFF WILL RY
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Form USM-241a Rev. 3/96)

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. MODIFICATION NO. 2. REQUEST FOR DETENTION SERVI			ICES NO. 3. EFFECTIVE DATE OF MODIFICATION July 1, 2003				
Five (5)	199-03	.99-03					
ISSUING OFFICE	5. LOCAL GOVERNMEN Central Texas Parole		6. IGA NO. cility 80-99-0030				
U.S. MARSHALS SERVICE	Bexar County	•					
PRISONER SERVICES DIVIS			7. FACILITY CODE(S) 0FJ				
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	Ourango Blvd., Suite B-138						
	nio, TX 78206						
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1. MODIFICATION NO.		2. EFFECTIVE DATE OF I	MODIFICATION		
TWO (2)		July 1, 1999			
	4. LOCAL GOVERNMENT Bexar County Jail 200 North Comal San Antonio, TX 7820	5	IGA NO. 80-99-0030 FACILITY CODE(S) 6CU, OFJ		
7. ACCOUNTING CITATION 15X	<i>Κ1020</i>	8. ESTIMATED A	NNUAL PAYMENT		
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11. APPROVALS:					
A. LOCAL GOVERNMENT Por Signature Sheriff TITLE	1/16/99 DATE	B. FEDERAL GOVERNME Jackie Gomez Signa Contracting Officer TITLE	eme		
			Form USM-241a (Rev. 3/96)		

Modification of

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1. MODIFICATION NO. 2. REQ One (1)	uest for detention ser 065-02	VICES NO.	3. EFFECT	February 1, 2002
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICESS DIVISION IGA SECTION WASHINGTON, DC 20530-1000	5. LOCAL GOVERNMENT Bexar County Bexar County Sheriff 200 North Comal Stre San Antonio, Texas 7	s Department		6. IGA NO. 80-99-0030 7. FACILITY CODE(S)
8. ACCOUNTING CITATION 15X1		1	4,799.21	
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4. ISSUING OFFICE	<u></u>	5. LOCAL GOVERNMEN	T		6. IGA NO.
U.S. MARSHALS SERVICE	!	Guadalupe County Ja	ail		80-06-0019
PRISONER OPERATIONS	•	2611 North Guadalur	pe Street		
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1) Inc	rease the	e hourly rate for medical	guard service	es from \$15 to	o \$17 per hour.
2) Inco	orporate	e court transportation serv	rices.		
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2) On page 5 of 5, add Article XII, as set forth below:

ARTICLE XII - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

- 1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:
- a. Transportation and escort guard services will be performed by qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;
- b. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;
- c. The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.
- 2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.
- 3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.
- 4. The Local Government will continue to be liable for the actions of its employees while they are transporting or housing federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
- 5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting or housing federal prisoners on behalf of the USMS.

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- 6. The Federal Government agrees to reimburse the Local Government at the rate of \$17.00 per hour. Mileage shall be reimbursed in accordance with the current GSA mileage rate.
- 3) On page 5 of 5, add Article XVII, as set forth below:

ARTICLE XVII - OTHER GUARD/TRANSPORTATION SERVICES

- 1. Upon request of the USM, the Local Government agrees to provide transportation and escort guard services for federal prisoners in USMS custody. The Local Government shall provide these transportation services/escort guard services for the Western District of Texas. The Local Government agrees to the following:
- a. Transportation and escort guard services will be performed by qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;
- b. If transporting to an airlift, transportation and escort guards will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials; and the Local Government will not transport federal prisoners to the airlift without a specific request from the USM who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.
- 2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.
- 3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.
- 4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
- 5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS

U.S. Department of Justice

United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No. 80-06-0019

Page 4 of 4

and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

6. The Federal Government agrees to reimburse the Local Government at the rate of \$17.00 per hour. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

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Form USM-241a (Rev. 9/91) Page 1 of 2 Pages

Intergovernmental Service Agreement Schedule	IGA No. J-D80-M-125	Page No2 of2_

The \$4,530.00 cited under Block Eight (8) of this form represents \$30.00 for the annual estimated number of miles, and \$4,500 for the annual estimated number of guard hours.

On page 2 of 5 of the Intergovernmental Agreement, under Article II, insert the following:

"4. The Local Government agrees to notify the U.S. Marshal as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility."

ARTICLE XI - AVAILABILITY OF FUNDS

The Federal Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment can be made and no legal liability on the part of the Government for any payment may arise until such funds are available.

1. MODIFICATION NO.		2. EFFE	2. EFFECTIVE DATE OF MODIFICATION			
Three (3)		A:	oril 1, 1990)		
3. ISSUING OFFICE	4. LOCAL GOVERNMENT			5. IGA NO. J-D80-M-	-126	
U.S. MARSHALS SERVICJE PRISONER OPERATIO'NS DIVISION	Guadalupe County	Sheriff's	Dept.	6. FACILITY		
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Form USM-241a Rev. 11/89)



Modification of Intergovernmental Agreement

MODIFICATION NO. TWO (2)		2. EFFECTIVE DATE OF MODIFICATION December 1, 1988					
U.S. MARSHALS SERVICE Guad PRISONER OPERATIONS DIVISION 2611	OCAL GOVERNMENT alupe County She N. Guadalupe in, Texas 78155	5. IGA NO. J-D80-M-126 6. FACILITY CODE(S) 6QL					
7. ACCOUNTING CITATION 15X10	8. FUNDING AMOUNT \$1,027,000.00						
9. EXCEPT AS PROVIDED SPECIFICALLY REFERRED TO IN BLOCK 5, REMAIN This Modification is is:	UNCHANGED. TERMS OF	ND CONDITIONS OF THE THIS MODIFICATION	HE IGA DOCUMENT I:				
A. Under ARTICLE II - State two (2) in its entirety	UPPORT AND MEDIC and`replace wit	AL SERVICES, de	elete paragraph g:				
local prisoners independent of the same level for prisoners requirements and sevel medical separate for prescription drugs, paid directly by the to pay for the cost B. On page one (1), under	2. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health services, with the exception of prescription drugs, provided outside the facility will be paid directly by the Federal Government. The County agrees to pay for the cost of all prescription drugs.						
B. On page one (1), under block ten (10), the estimated annual prisoner days is changed from 18,250 to 29,200. C. The \$1,027,000.00 cited under block six (6) above represents \$1,022,000.00 - annual estimate for prisoner days, and \$5,000 - annual estimate for guard hours.							
10. INSTRUCTIONS TO LOCAL GOVERN	MENT FOR EXECUTION	OF THIS MODIFICAT	ION:				
A. LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT B. LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U.S. MARSHAL							
11. APPROVALS:							
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	Further Modify this I.G.A. Document to include Bureau of Prisons Sentenced Male and Female Prisoners. Expenses in connection with the release of Federal Prisoners as follows: Expenses to be approved in advance by CPM. Expenses may include alk or part of the follwoing: Public transportation (bus ticket); release clothing, for which the charges were include the name and register number of Federal prisoner documentation for claimed expenses. BUREAU OF PRISONS COMMUNITY PROGRAMS MANAGER						
		727 E. DURANGO BLY SAN ANTONIO, TEXAS	VD. RM	# 138			
		Phone: (512) 229	6225				
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Intergovernmental Service Agreement

Housing of Federal Prisoners

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AGREEMENT NO.

Page No.

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ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service and other federal user agencies (the Federal Government) and Guadalupe County, Texas (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at the Guadalupe County Jail (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

- 1. The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
- 2. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government.
- 3. The Local Government agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

ARTICLE III - RECEIVING AND DISCHARGE

- 1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
- 2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded to custody by a U.S. Marshal may only be released to a U.S. Marshal or an agent specified by the U.S. Marshal of the Judicial District.
- 3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.
- 4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical or emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE IV - PERIOD OF PERFORMANCE

This Agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the U.S. Marshal. Such notice will

AGREEMENT NO. Page No.

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be provided 30 days in advance of the effective date of formal termination and at least two weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE V - PER-DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

- 1. Per-diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period or as provided for in an approved annual operating budget for detention facilities.
- 2. The Federal Government shall reimburse the Local Government at the fixed day rate identified on page 1 of the Agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve months.
- 3. The rate covers One (1) person per "prisoner day". The Federal Government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival but not for the day of departure.
- 4. When a rate increase is desired, the Local Government shall submit a written request to the U.S. Marshal at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be obtained from the U.S. Marshal. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the U.S. Marshal.
- 5. Criteria used to evaluate the increase or decrease in the per-diem rate shall be those specified in the federal cost standards for contracts and grants with State and Local Governments issued by the Office of Management and Budget.
- 6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a Marshals Service Contracting Officer. The effective date will be established on the first day of a month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the U.S. Marshal.
- 7. Unless other justifiable reasons can be documented by the Local Government, per-diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VI - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agencies listed below for certification and payment.

United States Marshals Service 655 East Durango Blvd. San Antonio, Texas 78206

Immigration & Naturalization Service Asst. Regional Commissioner, PMP 311 North Stemmons Freeway Dallas, Texas 75207

Phone: (512) 229-6540

Phone: (214) 729-6089

AGREEMENT NO.

Page No.

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- 2. To constitute a proper monthly invoice, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per-diem rate, and the total amount billed (total days multiplied by the rate per day) shall be listed). The name, title, complete address and phone number of the Local Official responsible for invoice preparation should also be listed on the invoice.
- 3. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-25.
- 4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date payment is made.

ARTICLE VII - GOVERNMENT FURNISHED PROPERTY

- 1. It is the intention of the Marshals Service to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the Marshals Service and shall be returned to the custody of the Marshals Service upon termination of the agreement.
- 2. The Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of U.S. Marshals Headquarters. The loss or destruction of any such excess property shall be immediately reported to the U.S. Marshal and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000.00 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.
- 3. The suspension of use or restriction of bed space made available to the Marshals Service are agreed to be grounds for the recall and return of any or all government furnished property.
- 4. The dollar value of property provided each year will not exceed the annual dollar payment made by the Marshals Service for prisoner support.

ARTICLE VIII - MODIFICATIONS/DISPUTES

- 1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the U.S. Marshals Service contracting officer and submitted to the Local Government on form USM 24la for approval.
- 2. Disputes, questions or concerns pertaining to this agreement will be resolved between the U.S. Marshal and the appropriate local Government official. Unresolved issues are to are to be directed to the Chief, Operations Support Division, U.S. Marshals Service Headquarters.

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Page No.

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ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

- 1. The Local Government agrees to allow periodic inspections of the facility by U.S. Marshals Service Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement and levels of services.
- 2. The Marshals Service will endeavor to provide or acquire technical training and management assistance from other federal, state or local agencies or national organizations upon the request of the facility administrator.

ARTICLE X - GUARD SERVICES

- 1. The Local Government agrees, upon request of the federal agency in whose custody a prisoner is held, to provide:
 - a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care; and
 - b. Transportation and stationary guard services for federal prisoners committed to a medical facility.
- 2. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures and practices. The Local Government agrees to augment such practices as may be requested by the U.S. Marshal to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.
- 3. The user government agency agrees to reimburse the Local Government for guard services at the rate established on page one (1) of this agreement.

1. MODIFICATION NO.	2. EFFECTIVE DATE OF MODIFICATION
Three (3)	April 1, 1990
3. ISSUING OFFICE 4. LOCAL GOVERNMENT	5. IGA NO.
U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMÝ NAVÝ DRIVE, SÜÏTE 1090 ARLÏNGTON, VA 22202-4210 Guadalupe County S 2611 N Guadalupe Sequin, Texas 78:	60T.
7. ACCOUNTING CITATION 15X1020	8. ESTIMATED ANNUAL PAYMENT \$584,000.00
9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS A. The jail day rate is incre effective April 1, 1990, and t Service prisoner days is chang	ased from \$35.00 to \$40.00 he estimated annual U.S. Marshals
10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION	N OF THIS MODIFICATION:
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11. APPROVALS:	
A LOCAL GOVERNMENT Signature JOUNT JURIS 3-25-9/ DATE	B. FEDERAL GOVERNMENT Signature Chief, Prisoner Operations Division TITLE DATE

Form USM-241a Rev. 11/89)

1. MODIFICATION NO. TWO (2)		2. EFFE	2. EFFECTIVE DATE OF MODIFICATION December 1, 1988			
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210	Guadalupe County 2611 N. Guadalupe	4. LOCAL GOVERNMENT Guadalupe County Sheriff's Dept. 2611 N. Guadalupe Sequin, Texas 78155 5. IGA NO. J-D80 6. FACILITY CO				
7. ACCOUNTING CITATION	15X1020 8. FUNDING AMOUNT 7,000.00					
9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED TERMS OF THIS MODIFICATION: This Modification is issued to accomplish the following: A. Under ARTICLE II - SUPPORT AND MEDICAL SERVICES, delete paragraph two (2) in its entirety and replace with the following: 2. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health services, with the exception of prescription drugs, provided outside the facility will be paid directly by the Federal Government. The County agrees to pay for the cost of all prescription drugs. B. On page one (1), under block ten (10), the estimated annual prisoner days is changed from 18,250 to 29,200. C. The \$1,027,000.00 cited under block six (6) above represents \$1,022,000.00 - annual estimate for prisoner days, and \$5,000 -						
10. INSTRUCTIONS TO LOCAL O	GOVERNMENT FOR EXECU	TION OF THE	S MODIFICAT	TION:		
A. DOCAL GOVERNMEN TO SIGN THIS DOCUM			O SIGN THIS I	NMENT IS REQUIRED DOCUMENT AND RETURN O U.S. MARSHAL		
11. APPROVALS:						
A. LOCAL GOVERNMENT Signature TITLE	<u>4-17-89</u> DATE	<u> </u>	RAL GOVERN Sin H. Macher Coperation	ignature ey, Chief 3/24/ce		

1.	. MODIFICATION NO.			2. EFFECTIVE DATE OF MODIFICATION			
	ONE	ONE (1)			May 1, 1988		
3.	ISSUING OFFICE United States Marshals Service Operations Support Division Program Administration Branch One Tysons Corner Center McLean, Virginia 22102	4. LOCAL GOVERNMENT Guadalupe County Sheriff's Department 2611 N. Guadalupe Sequin, Texas 78155 5. IGA NO. J-D80-M-126 6. FACILITY CODE(S) 60 ————————————————————————————————————			5. IGA NO.		
7.	ACCOUNTING CITATION	A STATE OF THE STA		8. FUNDING			
	EXCEPT AS PROVIDED SPECIAL	1581020	MC AND CON	DITIONS OF T	\$643,750		
9.	The purpose of this	EMAIN UNCHANGED TERM modification is	MS OF THIS M to reinst	ODIFICATION ate the A	d: Agreement between		
	the Guadalupe County Sheriff's Department and the U.S. Marshals Service, to increase the jail day rate from \$16.00 to \$35.00 and the guard service hourly rate from \$9.00 to \$10.00, and to increase the estimated annual prisoner days from 500 to 18,250 and the estimated annual guard hours from 200 to 500.						
	Further Modify this I.G.A. Document to include Bureau of Prisons Sentenced Male and Female Prisoners. Expenses in connection with the release of Federal Prisoners as follows: Expenses to be approved in advance by CPM. Expenses may include all or part of the following: Public transportation (bus ticket); release clothing, gratuity. Each billing must include the name and register number of Federal prisoner for which the charges were incurred and all receipts, invoices and or adequate documentation for claimed expenses.						
	BUREAU OF PRISONS COMMUNITY PROGRAMS MANAGER 727 E. DURANGO BLVD. RM #138 SAN ANTONIO, TEXAS 78206						
		Phone: (512) 229	6225				
10.	INSTRUCTIONS TO LOCAL	GOVERNMENT FOR EXECU	JTION OF TH	IS MODIFICA	TION:		
	A. DOCAL GOVERNMENTO SIGN THIS DOCUMENT	IT IS NOT REQUIRED MENT		O SIGN THIS I	NMENT IS REQUIRED DOCUMENT AND RETURN TO U.S. MARSHAL		
11.	APPROVALS:						
	A. LOCAL GOVERNMENT James E. Har Signatur County Judge Time	pebiol G-2-88 DATE	<u>C</u> Ju Anjoseph	ERAL GOVERN SUMMENT, X B. ENDERS, ONS SUPPORT TITLE	Inspector, acting Signature CHIEF		

		La TEREO	THE DAME OF	NODVETO - TION		
1. MODIFICATION NO.	2. EFFECTIVE DATE OF MODIFICATION					
Four (4)	four (4)			June 1, 1993		
J. 105011.0 51110-	LOCAL GOVERNMENT			5. IGA NO. J-D80-M-12\$6		
U. S. MARSHALS SERVICE PROCUREMENT DIVISION	Guadalupe County Ja 2611 North Guadalup		<u> </u>	6. FACILITY CODE(S)		
IGA SECTION	Sequin, Texas 78155			6ΩL		
600 ARMY NAVY DRIVE	2014					
ARLINGTON, VA 22202-4210 7. ACCOUNTING CITATION	•	8	ESTIMATED	ANNUAL PAYMENT		
15	X1020		\$4,530	.00		
9. EXCEPT AS PROVIDED SPECIFICAL REFERRED TO IN BLOCK 5, REMA	IN UNCHANGED. TERMS	OF THIS MODI	FICATION:			
The purpose of thi Agreement to add a insert the Escape Funds Clause, as	a rate for mileag • Clause and to	ge, change	the guar	d hourly rate,		
a. The rat	e for mileage is	as follow	vs:	·		
NUMBER (RATE",	1 of 5, Block 10 OF MILES = 120". insert \$.25 per ", insert "ESTIM	On Page 1 mile. On	of 5, Bl Page 1 o	ock 12, "FIXED f 5, Block 13,		
b. The rat	e for guard serv	ices is as	s follows	:		
On Page 1 of 5, Block 10, "ESTIMATED GUARD HOURS/YR. " to a delete "200" and insert "300". On Page 1 of 5, Block 12, "UNIT PRICE", delete "\$9.00" and insert "\$15.00". On Page 1 of 5, Block 13, "ESTIMATED ANNUAL PAYMENT", delete "\$1,800.00" and insert "\$4,500.00".						
			•			
10. INSTRUCTIONS TO LOCAL GOVE	RNMENT FOR EXECUTION	N OF THIS MOI	DIFICATION:	:		
A. LOCAL GOVERNMENT I TO SIGN THIS DOCUME	1		SIGN THIS D	NMENT IS REQUIRED OCUMENT AND RETURN TO U.S. MARSHAL		
II. APPROVALS:						
A. LOCAL GOVERNMENT Signature	Jagebiel	Le		en Reus nature		
Guadalupe County Judge TITLE	August 20, 1993 DATE		Contracting Offi TITLE	DATE		
				Form USM-241a		

Form USM-241a (Rev. 9/91)

Page 1 of 2 Pages

Intergovernmental Service Agreement Schedule	IGA No. J-D80-M-125	Page No.
· · · · · · · · · · · · · · · · · · ·		

The \$4,530.00 cited under Block Eight (8) of this form represents \$30.00 for the annual estimated number of miles, and \$4,500 for the annual estimated number of guard hours.

On page 2 of 5 of the Intergovernmental Agreement, under Article II, insert the following:

"4. The Local Government agrees to notify the U.S. Marshal as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility."

ARTICLE XI - AVAILABILITY OF FUNDS

The Federal Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment can be made and no legal liability on the part of the Government for any payment may arise until such funds are available.

United States Marshals Service

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SER	VICES NO. 3. EFFECTIVE DATE OF MODIFICATION						
Five (5)	212-04 and 06-028	January 1, 2006						
1110(5)								
4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.						
	Guadalupe County Jai							
U.S. MARSHALS SERVICE	2611 North Guadalup	••						
PRISONER OPERATIONS		7. FACILITY CODE(S)						
WASHINGTON, D.C. 20530-	1000 Sequin, TX 78155	6QL						
		OQL						
	N 1	9. ESTIMATED ANNUAL PAYMENT						
8. ACCOUNTING CITATIO)N	y. Bollmarilbb littlette till till						
15X1020								
		48 AND CONDITIONS OF THE IGA DOCUMENT						
10. EXCEPT AS PROVIDED	OF C DEMA DILIDICITATION TODAY	MS AND CONDITIONS OF THE IGA DOCUMENT						
REFERRED TO IN BLO	CK 5, REMAIN UNCHANGED. TERM	BOT THIS MODILION.						
		and A of this modification is to:						
The purpose of th	is modification, as set forth on Pag	ges 2, 3, and 4 of this modification, is to:						
1) Inc	crease the hourly rate for medical g	guard services from \$15 to \$17 per hour.						
,								
2) Inc	corporate court transportation serv	ices.						
	,							
3) Au	thorize the Local Government to	provide transportation and guard services						
at the request of the USM.								
at the request of the Oblit.								
The Tate of the new number is								
The Intergovernmental Agreement Number J-D80-M-126 is canceled and the new number is								
as stated in Block	. 6.							
11. INSTRUCTIONS TO LO	CAL GOVERNMENT FOR EXECUTION	N OF THIS MODIFICATION:						
. 🗖		B. 🛛 LOCAL GOVERNMENT IS REQUIRED						
A. U LOCAL GOVERN	IMENT IS NOT REQUIRED CUMENT	TO SIGN THIS DOCUMENT AND RETURN						
10 3101 11110 20		2 COPIES TO U.S. MARSHAL						
12. APPROVAL								
A. LOCAL GOVERNI	MENT	B. FEDERAL GOVERNMENT						
Warrald 1	Solvant	Jackie Gomez						
1/	gnature Donald L. Schraub	Signature S						
ATTEST:	County Judge	DEC 2 / 2005						
	<u>.</u>	Grants Specialist						
By: Catherie Y Harva	eth, perung 01-10-06	TITLE DATE						
TITLE Teresa		TITLE DATE						
County	CTELK	Form JICM 241 o JICMS						

2) On page 5 of 5, add Article XII, as set forth below:

ARTICLE XII - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

- 1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:
- a. Transportation and escort guard services will be performed by qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;
- b. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;
- c. The Local Government <u>will not</u> transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.
- 2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.
- 3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.
- 4. The Local Government will continue to be liable for the actions of its employees while they are transporting or housing federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
- 5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting or housing federal prisoners on behalf of the USMS.

6. The Federal Government agrees to reimburse the Local Government at the rate of \$17.00 per hour. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

3) On page 5 of 5, add Article XVII, as set forth below:

ARTICLE XVII - OTHER GUARD/TRANSPORTATION SERVICES

- 1. Upon request of the USM, the Local Government agrees to provide transportation and escort guard services for federal prisoners in USMS custody. The Local Government shall provide these transportation services/escort guard services for the Western District of Texas. The Local Government agrees to the following:
- a. Transportation and escort guard services will be performed by qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;
- b. If transporting to an airlift, transportation and escort guards will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials; and the Local Government will not transport federal prisoners to the airlift without a specific request from the USM who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.
- 2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.
- 3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.
- 4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
- 5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS

b7E

IGA No. 80-06-0019

and its officials in their official and individual capacities from any liability, including thirdparty liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

The Federal Government agrees to reimburse the Local Government at the rate of 6. \$17.00 per hour. Mileage shall be reimbursed in accordance with the current GSA mileage rate.