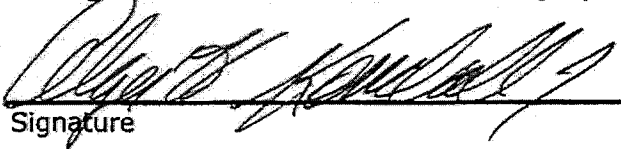
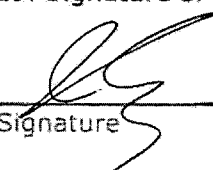


1. Agreement Number 80-98-0024	2. Effective Date See Block 19	3. Facility Code(s) 6F2	4. DUNS Number 964161079
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Detention Operations 2604 Jefferson Davis Highway Alexandria, VA 22301-1025		6. Local Government Karnes County Correctional Center 810 Commerce Street Karnes City, TX 78118 Tax ID#: 74-6001480	
7. Appropriation Data 15X1020		8. Local Contact Person Alger H. Kendall, Jr., County Judge	
		9. Tel: (830) 780-3732 Email: akend@att.net	
Services		Estimated Number of Federal Beds	Per-Diem Rate
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.		11. 679	12. \$52.00
13. Optional Guard/Transportation Services to: <input checked="" type="checkbox"/> Medical Facility <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> U.S. Courthouse		14. Guard/Transportation Hourly Rate: \$20.00 Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the body governing of the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i>		16. Signature of Person Authorized to Sign (Local)  Signature Alger H. Kendall, Jr. Print Name County Judge October 4, 2010 Title Date	
17. Prisoner and Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	18. Other Authorized Agency User <input checked="" type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE <input checked="" type="checkbox"/> USMS - W/TX, S/TX	19. Signature of Person Authorized to Sign (Federal)  Signature Jackie Gomez Print Name OCT - 5 2010 Grants Specialist Title Date	

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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and KARNES COUNTY (hereinafter referred to as the "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) to house federal detainees with the Local Government at the KARNES COUNTY CORRECTIONAL CENTER (hereinafter referred to as "the facility").

The population (hereinafter referred to as "federal detainees") will include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees shall also be housed in a manner that is consistent with federal law and the Federal Performance-Based Detention Standards.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than one-hundred twenty (120) calendar days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

Overall management and operation of the facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide federal detainees with the full range of medical care **inside** the detention facility. The level of care inside the facility should be the same as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the facility to federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above-referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the facility to federal detainees. The Federal Government must be billed directly by the medical care provider **not** the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All **outside** medical care provided to federal detainees must be pre-approved by the Federal Government. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the federal detainee's illness or injury as well as the types of treatment provided.

Medical care for federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with USMS Inspection Guidelines, Form USM-218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical recordkeeping.

The facility shall have in place an adequate infectious disease control program which includes testing of all federal detainees for Tuberculosis (TE) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are used, they shall be read between 48 and 72 hours after placement.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time-sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent federal prisoners.

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

The Local Government shall not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). Those federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the district United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal detainees admitted to a medical facility.

These services should be performed by (b) (7)(E) qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility to and from the U.S. Courthouse.

These services should be performed by (b) (7)(E) qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to any U.S. Courthouse without a specific request from the USM who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Other Guard/Transportation Services

If Other in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, upon request of the USM, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility. The Local Government shall provide these transportation services/escort guard services for the district.

These services should be performed by (b) (7)(E) qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

If transporting to an airlift, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local government, it will be stipulated on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a federal detainee. The Local Government shall use all reasonable means to apprehend

the escaped federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a federal detainee is involved in an attempted escape or conspiracy to escape from the facility.

In the event of the death or assault of a federal detainee, the Local Government shall immediately notify the Federal Government.

Prisoner Rape Elimination Act (PREA)

The facility is requested to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults. (See Attached)

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address:

[http://www.dhs.gov](#).

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;

3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is \$52.00, and shall not be subject to adjustment on the basis of KARNES COUNTY actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for thirty-six (36) months. The per-diem rate covers the support of one (1) federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on the DSNetwork will be required before a new per-diem rate can be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for federal detainees housed at the facility. Addresses for the components are:

**United States Marshals Service
Western District of Texas
235 John H. Wood, Jr. U.S. Courthouse
655 E. Durango Blvd.
San Antonio, TX 78206
(210) 472-6540**

**United States Marshals Service
Southern District of Texas
Bob Casey Federal Courthouse
515 Rusk Avenue, Room 10002
Houston, TX 77002
(713) 718-4800**

**Bureau of Prisons
Community Corrections Office
727 E. Durango, Suite B-138
San Antonio, TX 78206
(210) 472-6225**

**Immigration and Customs Enforcement
Central Regional Office
Detention and Deportation Division
7701 N. Stemmons Freeway
Dallas, TX 75247
(214) 905-8344**

To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per-diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

**Karnes County Correctional Center
810 Commerce Street
Karnes City, TX 78118**

Modifications and Disputes

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both parties agree they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator to promote improvements to facility operations, conditions of confinement, and levels of services.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and be provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Section 4: Detainees' Rights and Responsibilities

Detainees have certain rights and responsibilities. These are outlined in this section. It is important for all detainees to understand these rights and responsibilities. This information is provided for informational purposes only and does not constitute legal advice. For more information, please contact the Federal Detention Facility where you are being held.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

Detainee-on-Detainee Sexual Abuse/Assault is defined as any form of sexual contact or conduct between two detainees that is of a sexual nature and is unwelcome. This includes, but is not limited to, sexual touching, sexual intercourse, and any other form of sexual contact or conduct that is of a sexual nature and is unwelcome. This definition applies to all detainees, regardless of their gender or sexual orientation.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff-on-Detainee Sexual Abuse/Assault is defined as any form of sexual contact or conduct between a staff member and a detainee that is of a sexual nature and is unwelcome. This includes, but is not limited to, sexual touching, sexual intercourse, and any other form of sexual contact or conduct that is of a sexual nature and is unwelcome. This definition applies to all staff members, regardless of their gender or sexual orientation.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported. A publication of this notice at the Federal Detention Facility, Wardenburg, DC

Published February

U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No. 80-98-0024	2. Effective Date See Block 13B.	3. Facility Code(s) 6F2	4. Modification No. One (1)	5. DUNS No. 964161079
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Contracts and Agreements 2604 Jefferson Davis Hwy Alexandria, VA 22301		7. Local Government Karnes County Correctional Center 810 Commerce Street Karnes City, Texas 78118		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$52.00	10. Guard/Transportation Hourly Rate \$20.00		

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

THE PURPOSE OF THIS MODIFICATION IS TO CHANGE THE CAPACITY FROM 679 TO 550. THIS CHANGES THE CAPACITY OF THE ESTIMATED NUMBER OF FEDERAL BEDS TO 520.

NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE

12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT

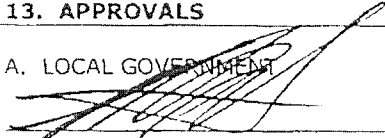
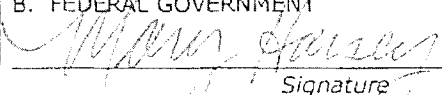
B. LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL

13. APPROVALS

<p>A. LOCAL GOVERNMENT</p> <p><i>[Signature]</i> Signature</p> <p>County Judge 6-27-12 TITLE DATE</p>	<p>B. FEDERAL GOVERNMENT</p> <p><i>[Signature]</i> Signature</p> <p>Grants Specialist JUN 28 2012 TITLE DATE</p>
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U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No. 80-98-0024	2. Effective Date See Block 13B.	3. Facility Code(s) 6F2	4. Modification No. <i>Six (6) Two (2)</i>	5. DUNS No. 0964161079
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Contracts and Agreements 2604 Jefferson Davis Hwy Alexandria, VA 22301		7. Local Government Karnes County Correctional Center 810 Commerce Street Karnes, Texas 78118		
8. Appropriation Data 15X1020	9. <i>Per-Diem</i> Rate \$52.00	10. Guard/Transportation Hourly Rate \$20.00		
11. THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE THE DEPARTMENT OF LABOR WAGE DETERMINATION AS NOTED ON PAGE 2 OF THIS MODIFICATION:				
<p>Intergovernmental agreement number 80-98-0024 is hereby modified to incorporate U.S. Department of labor contract-specific wage determination no. 2011-0191 (Rev. 3), dated 06/19/2013.</p> <p>EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED IN BLOCK 1, REMAIN UNCHANGED.</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT  Signature <i>Judge Pro Tem</i> TITLE 12-27-13 DATE		B. FEDERAL GOVERNMENT  Signature Grants Specialist TITLE 2/1/14 DATE		

Page 1 of 6

Agreement Number: 80-98-0055

Page 2 of 6



U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division

Arlington, VA 22301

DEC 17 2013

The Honorable Alger H. Kendall, Jr.
County Judge, Karnes County
810 Commerce Street
Karnes City, Texas 78118

Re: Intergovernmental Agreement Number 80-98-0024, incorporating Wage Determination Number: 2011-0191 (Rev. 3), dated June 19, 2013.

Dear Judge Kendall:

The McNamara-O'Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement.

Enclosed are three originals of the above referenced Modification to incorporate the Department of Labor Wage Determination to ensure compliance with the Service Contract Act. After the local representative has signed the modification, please return two originals to the United States Marshals Service/Prisoner Operations Division at the following address.

Mary Horsey
United States Marshals Service
Prisoner Operations Division CS-4 – Suite 1100
2604 Jefferson Davis Hwy
Arlington, VA 22301

If you have questions, please contact me at (202) 307-5103.

Attachment

Sincerely,

Mary Horsey, Grants Specialist
Office of Contracts and Agreements

cc: Fernando Karl, Chief Deputy United States Marshal
Western District of Texas

201101913

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2011-0191
Revision No.: 3
Date Of Last Revision: 06/19/2013

State: Texas

Area: Texas County of Karnes

****Fringe Benefits Required Follow the Occupational Listing****

This WD applies only to service employees who are employed on the detention services subcontract under the IGSA (or other contract) between ICE and Karnes County, TX for detention services, under the authority of the INA, in the above locality.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.62
01012 - Accounting Clerk II		13.03
01013 - Accounting Clerk III		14.58
01111 - General Clerk I		10.84
01112 - General Clerk II		11.83
01113 - General Clerk III		13.28
01261 - Personnel Assistant (Employment) I		13.41
01262 - Personnel Assistant (Employment) II		15.00
01263 - Personnel Assistant (Employment) III		16.73
01280 - Receptionist		11.04
01311 - Secretary I		12.53
01312 - Secretary II		14.02
01313 - Secretary III		15.63
07000 - Food Preparation And Service Occupations		
07041 - Cook I		9.99
07042 - Cook II		11.54
12000 - Health Occupations		
12020 - Dental Assistant		13.41
12071 - Licensed Practical Nurse I		13.41
12072 - Licensed Practical Nurse II		15.00
12073 - Licensed Practical Nurse III		16.73
12100 - Medical Assistant		11.70
12160 - Medical Record Clerk		12.10
12190 - Medical Record Technician		13.54
12305 - Radiologic Technologist		22.74
12311 - Registered Nurse I		18.59
12312 - Registered Nurse II		22.74
12313 - Registered Nurse II, Specialist		22.74
12314 - Registered Nurse III		27.51
12315 - Registered Nurse III, Anesthetist		27.51
12316 - Registered Nurse IV		32.97
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.41
14042 - Computer Operator II		15.00
14043 - Computer Operator III		16.73

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14044 - Computer Operator IV	18.59
14045 - Computer Operator V	20.58
14160 - Personal Computer Support Technician	18.59
23000 - Mechanics And Maintenance And Repair Occupations	
23370 - General Maintenance Worker	15.89
27000 - Protective Service Occupations	
27008 - Corrections Officer	14.50
28000 - Recreation Occupations	
28515 - Recreation Specialist	15.52

♀

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

201101913

fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

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that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 80-98-0024	2. Effective Date See Block 13B.	3. Facility Code(s) 6F2	4. Modification No. Three (3)	5. DUNS No. 0964161079
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Contracts and Agreements 2604 Jefferson Davis Hwy Alexandria, VA 22301		7. Local Government Karnes County Correctional Center 810 Commerce Street Karnes City, Texas 78118		
8. Appropriation Data 15X1020	9. <i>Per-Diem</i> Rate \$52.25	10. Guard/Transportation Hourly Rate \$20.00		

11. THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE THE DEPARTMENT OF LABOR WAGE DETERMINATION AS NOTED ON PAGE 2 OF THIS MODIFICATION:

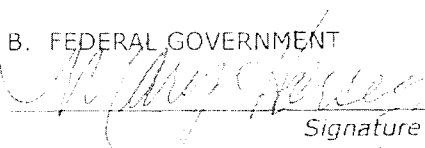
The purpose of this modification is to change modification number six (6) to modification number two(2) of the Intergovernmental Agreement (IGA) Number 80-98-0024, incorporating Contract-Specific Wage Determination 2011-0191 (Rev. 3), date 6/13/2013.

EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED IN BLOCK 1, REMAIN UNCHANGED.

12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL
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13. APPROVALS

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
_____ <i>Signature</i>	 <i>Signature</i>
_____ TITLE	Grants Specialist TITLE
_____ DATE	<u>2/10/14</u> DATE

M+1

Incorporate the Department of Labor Wage Determination No. 2013-0191 (REV. 3), dated 06/19/2013. In accordance with FAR PART 52.222.43 (f), the County of Karnes must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."

Agreement Number:

Page: ___ of ___

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 80-98-0024	2. Effective Date FEB 1 2014	3. Facility Code(s) 6F2	4. Modification No. Four (4)	5. DUNS No. 0964161079
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Contracts and Agreements 2604 Jefferson Davis Hwy Alexandria, VA 22301		7. Local Government Karnes County Correctional Center 810 Commerce Street Karnes City, Texas 78118		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$59.93	10. Guard/Transportation Hourly Rate \$28.84		
11. THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE THE DEPARTMENT OF LABOR WAGE DETERMINATION AS NOTED ON PAGE 2 OF THIS MODIFICATION: The purpose of this modification is to adjust the current per diem rate of \$52.00 to \$59.93, and the current guard/transportation rate of \$20.00 to \$28.84 to reflect the incorporated Contract-Specific Wage Determination 2011-0191 (Rev. 3). Karnes County submitted a proper request for equitable adjustment for the new Wage Determination for Intergovernmental Agreement (IGA) Number 80-98-0024. The equitable adjustment documentation was reviewed and determined to support a \$7.93 adjustment to the per-day rate and an adjustment to \$8.84 for the guard/transportation hourly rate which was agreed to by Karnes County and the USMS.				
EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED IN BLOCK 1, REMAIN UNCHANGED.				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT <i>County Judge</i> _____ Signature <i>County Judge</i> _____ TITLE <i>3-31-14</i> _____ DATE		B. FEDERAL GOVERNMENT <i>[Signature]</i> _____ Signature Grants Specialist _____ TITLE APR 1 2014 _____ DATE		

Agreement Number: 80-98-0055

Page 2 of 6

Incorporate the Department of Labor Wage Determination No. 2013-0191 (REV. 3), dated 06/19/2013. In accordance with FAR PART 52.222.43 (f), the County of Karnes must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2011-0191
Revision No.: 3
Date Of Last Revision: 06/19/2013

State: Texas

Area: Texas County of Karnes

****Fringe Benefits Required Follow the Occupational Listing****

This WD applies only to service employees who are employed on the detention services subcontract under the IGSA (or other contract) between ICE and Karnes County, TX for detention services, under the authority of the INA, in the above locality.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.62
01012 - Accounting Clerk II		13.03
01013 - Accounting Clerk III		14.58
01111 - General Clerk I		10.84
01112 - General Clerk II		11.83
01113 - General Clerk III		13.28
01261 - Personnel Assistant (Employment) I		13.41
01262 - Personnel Assistant (Employment) II		15.00
01263 - Personnel Assistant (Employment) III		16.73
01280 - Receptionist		11.04
01311 - Secretary I		12.53
01312 - Secretary II		14.02
01313 - Secretary III		15.63
07000 - Food Preparation And Service Occupations		
07041 - Cook I		9.99
07042 - Cook II		11.54
12000 - Health Occupations		
12020 - Dental Assistant		13.41
12071 - Licensed Practical Nurse I		13.41
12072 - Licensed Practical Nurse II		15.00
12073 - Licensed Practical Nurse III		16.73
12100 - Medical Assistant		11.70
12160 - Medical Record Clerk		12.10
12190 - Medical Record Technician		13.54
12305 - Radiologic Technologist		22.74
12311 - Registered Nurse I		18.59
12312 - Registered Nurse II		22.74
12313 - Registered Nurse II, Specialist		22.74
12314 - Registered Nurse III		27.51
12315 - Registered Nurse III, Anesthetist		27.51
12316 - Registered Nurse IV		32.97
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.41
14042 - Computer Operator II		15.00
14043 - Computer Operator III		16.73

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14044 - Computer Operator IV	18.59
14045 - Computer Operator V	20.58
14160 - Personal Computer Support Technician	18.59
23000 - Mechanics And Maintenance And Repair Occupations	
23370 - General Maintenance worker	15.89
27000 - Protective Service Occupations	
27008 - Corrections Officer	14.50
28000 - Recreation Occupations	
28515 - Recreation Specialist	15.52

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

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fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} when multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
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