#### s Department of Justice

es Marshals Service

.

Intergovernme...al Service Agreement

Housing of Federal Prisoners

Page \_\_\_\_\_ of \_\_\_\_

| REEMENT NUM  | ABER   | 2. EFFECTIVE DATE   | REQUISITION  |                    | ER/REQUEST NO   |                                  | 4 00                               | TROL NO.   |
|--|--|---|--|--------------------|---|----------------------------------|------------------------------------|--|
| 80-98-0061   |  | 10 , 01 , 98  |  | 41 <b>-</b> 98     | ENREQUESTING  | •                                | 4. 001                             | CIRCLINO.  |
| 5. ISSUING OFFICE  |  |   |  |                    |   |                                  | FACII                              |  |
| 5. ISSUING OFFICE<br>UNITED STATES MARSHALS SERVICE<br>PRISONER OPERATIONS<br>600 ARMY NAVY DRIVE<br>ARLINGTON, VA 22202-4210<br>ARLINGTON, VA 22202-4210<br>County, State<br>County, Sta |  |   |  |                    |   |                                  | 6EB                                |  |
| 7. APPROPRIATION I   | 7. APPROPRIATION DATA  |   |  |                    |   |                                  |                                    |  |
| 15X1020  |  |   | Contact<br>Area Cox  |                    | A<br>phone No. ►  |                                  | yne Jern<br>774-7513               | igan, Sheriff<br>3   |
| 8.<br>ITEM NO.   |  | Supplies/   |  |                    | 10.<br>QUANTITY   | II.<br>UNIT                      | 12.<br>UNIT PRICE                  | 13.<br>AMOUNT  |
|  | This agreement is for the housing,<br>safekeeping and subsistence of<br>federal prisoners in accordance<br>with the contents set forth herein.   |   |  |                    | ESTIMATED<br>USMS<br>PRISONER<br><u>DAYS/YR</u><br>44,370 | PDs                              | PER DIEM<br><u>RATE</u><br>\$40.76 | ESTIMATED<br>ANNUAL<br><u>PAYMENT</u><br>\$1,808,521.20          |
|  |  |   |  |                    | ESTIMATED<br><u>GUARD HRS</u><br>500<br>-500              | GHs<br>Mls                       | \$11.46<br>\$.32.5                 | \$5,730.00<br>\$ 162.50  |
| 14.<br>To the best of my knowledge and belief, data<br>submitted in support of this agreement is true<br>and correct, the document has been duly au-<br>thorized by the governing body of the Depart-<br>ment or Agency and the Department or Agency<br>will comply with ALL PROVISIONS SET<br>FORTH HEREIN.   |  |   |  | AUT<br>RAY<br>Name | HORIZED TO SIG<br>(Sign<br>KIRKPATRIC<br>Type or Print)   | ature)                           | >                                  | TITLE OF PERSON(S) Date 3 NOV 1999 DUNTY JUDGE Title Title Title |
|  |  |   | ·····  | Name               | (Type or Print)   |                                  |                                    |  |
| <ul> <li>16. TYPE OF USE</li> <li>Hold Over</li> <li>Regular Support</li> <li>Seasonal Suppor</li> <li>Other</li> <li>18. LEVEL OF USE</li> <li>Minimum</li> <li>Medium</li> <li>Major</li> </ul>  |  | 17. PRISONER TYPE TO<br>UNSENTENCED<br>Adult Male<br>Adult Female<br>Jucynile Male<br>Juvenile Female<br>Aliens | D BE INCLUDED<br>SENTENCED<br>Adult Male<br>Adult Female<br>Juvenile Male<br>Juvenile Fema<br>Work Release<br>YCA Male<br>YCA Female | le                 | THE UNITED ST<br>BY DIRECTION<br>STATES MARSH             | TATES OF<br>OF THE I<br>HALS SER | AMERICA<br>DIRECTOR C<br>VICE      | d and Accepted for<br>OF THE UNITED                              |
| 20.<br>No. of Prisoners<br>Prisoner Days   | 44,3   |   |  | TAL                | NAME OF AUTH(<br>(Type or Print)<br>)on Bassfor           |                                  | FFICIAL                            | 22. DATE SIGNED  |
| Guard Hours  | Guard Hours     500     FORM USM-241       PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED     FORM USM-241       (Rev. 3/96)     (Rev. 3/96) |   |  |                    |   |                                  |                                    |  |

artment of Justice

| Intergovernmental Service Agreement Schedule | IGA No.<br>80-98-0061 | Page No.<br>of |
|--|-----------------------|----------------|
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#### ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and Val Verde County (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 Val Verde Detention Center (the facility).

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. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

#### ARTICLE II - ASSIGNMENT AND CONTRACTING OF CATEGORICAL PROJECT-SUPPORTED EFFORT

1. Neither this agreement nor any interest therein may be assigned or transferred to any other party without prior written approval by the USMS.

2. None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.

3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.

4. The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies, and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement, and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the government.

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| Intergovernmental Service Agreement Schedule | IGA No.<br>80-98-0061 | Page No.<br>3 of 11 |
|--|-----------------------|---------------------|
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# ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided to 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. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners.

2. The Local Government agrees to notify the United States Marshal (USM) 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.

3. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three (3) to seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.

4. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved.

5. Federal prisoners will not be charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.

6. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

## ARTICLE IV - 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 USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.

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| Intergovernmental Service Agreement Schedule | IGA No.<br>80-98-0061 | Page No.<br>4 of 11 |
|--|-----------------------|---------------------|
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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 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 USM.

## ARTICLE V - 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 USM. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

# ARTICLE VI - 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.

2. The Federal Government shall reimburse the Local Government at the per diem rate identified on page one (1) of this agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months.

3. The rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two (2) 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 USM at least sixty (60) days prior to the desired effective date of the rate adjustment All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. 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 USMS.

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| Intergovernmental Service Agreement Schedule | IGA No.   | Page No. |
|  | 80-98-0061  | 5 of 11  |
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5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Contract Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to the USM.

#### ARTICLE VII - 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.

U. S. MARSHALS SERVICE WESTERN DISTRICT OF TEXAS 235 U.S. COURTHOUSE 655 EAST DURANGO BOULEVARD SAN ANTONIO, TX 78206 (210) 472-6540 FEDERAL BUREAU OF PRISONS COMMUNITY CORRECTIONS OFFICE 615 E. HOUSTON, ROOM 325 SAN ANTONIO, TX 78205 (210) 229-6225

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IMMIGRATION AND NATURALIZATION SERVICE CENTRAL REGIONAL OFFICE REGIONAL COMMISSIONER SKYLINE CENTER - BLDG. C N. STEMMONS FREEWAY DALLAS, TX 75247 (214) 767-7148

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per diem rate as approved in the IGA, 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-125.

| Intergovernmental Service Agreement Schedule | IGA No.    | Page No.              |
|--|------------|-----------------------|
|  | 80-98-0061 | <u>6</u> of <u>11</u> |

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. If the due date falls on a nonworking day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.

# ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

# ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both federal funds and all matching funds of state, local, and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and current revisions of OMB Circular A-87.

2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.

3. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmate populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

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| Intergovernmental Service Agreement Schedule   | IGA No.<br>80-98-0061  | Page No.<br>_7 of <u>11</u>                      |  |  |  |
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| ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO<br>RECORDS  |  |  |  |  |  |
| 1. In accordance with 28 CFR, Part 66, all financial records, supporting documents,<br>statistical records, and other records pertinent to contracts or sub-awards awarded under<br>this IGA shall be retained by each organization participating in the program for at least<br>three (3) years for purposes of federal examination and audit.  |  |  |  |  |  |
| 2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service under the IGA. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.  |  |  |  |  |  |
| 3. Access to Records: The USMS and the Comptroller General<br>of their authorized representatives, shall have the right of acce<br>documents, papers, or other records of recipients or its sub-rec<br>are pertinent to the award, in order to make audits, examination<br>transcripts. The rights of access must not be limited to the requi-<br>shall last as long as the records are retained.  | ess to any perfine<br>ipients/contracto<br>ons, excerpts, an   | nt books,<br>ors, which<br>d                     |  |  |  |
| 4. Delinquent Debt Collection: The USMS will hold recipient a overpayment, audit disallowance, or any breach of this agree owed to the Federal Government. The USMS may apply intere administrative costs to a delinquent debt owed by a debtor product collection Standards.  | ment that results<br>est, penalties, and   | in a debt<br>d                                   |  |  |  |
| ARTICLE XI - GOVERNMENT FURNISHED PROPERTY   | :  |  |  |  |  |
| 1. It is the intention of the USMS to furnish excess federal prop<br>for the specific purpose of improving jail conditions and service<br>property, such as furniture and equipment, remains titled to the<br>returned to the custody of the USMS upon termination of the a  | es. Accountable<br>e USMS and shall  | excess   |  |  |  |
| 2. The Local Government agrees to inventory, maintain, report<br>manage all federally provided accountable property as well of<br>property. Such property cannot be removed from the jail with<br>approval of USMS Headquarters. The loss or destruction of any<br>be immediately reported to the USM and USMS Headquarters.<br>controlled excess property includes any property with a unit at<br>more, all furniture, as well as equipment used for security and of<br>photography, food service, medical care, inmate recreation, | as controlled exc<br>out the prior writ<br>such excess pro<br>Accountable a<br>cquisition value c<br>control, commur | ess<br>ten<br>perty shall<br>nd<br>of \$1,000 or |  |  |  |

| <br>Intergovernmental Service Agreement Schedule |  |  |  | IGA No.<br>80-98-0061 | Page No.<br>8 of 11                    |  |
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3. The suspension of use or restriction of bedspace made available to the USMS 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 USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Services Division, USMS Headquarters.

5. It is understood and agreed that the Local Government shall fully defend, indemnify; and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

# ARTICLE XII - 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 a USMS Contracting Officer and submitted to the Local Government on form USM 241a for approval.

2. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USM and the appropriate Local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Services Division.

## ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS 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. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:

1. Adequate, trained jail staff will be provided 24 hours a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.

| r  |                              |                     |  |  |  |
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| Intergovernmental Service Agreement Schedule   | <b>IGA No.</b><br>80-98-0061 | Page No.<br>9 of 11 |  |  |  |
| 2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.  |                              |                     |  |  |  |
| 3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.   |                              |                     |  |  |  |
| 4. Jail will provide 24-hour emergency medical care for prisor   | iers.                        |                     |  |  |  |
| 5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.  |                              |                     |  |  |  |
| 6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.  |                              |                     |  |  |  |
| ARTICLE XIV - CONFLICT OF INTEREST   |                              |                     |  |  |  |
| Personnel and other officials connected with the agreement shall adhere to the requirements given below:   |                              |                     |  |  |  |
| requirements given below:<br>1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall<br>participate personally through decisions, approval, disapproval, recommendation, the<br>rendering of advice, investigation, or otherwise in any proceeding, application, request for<br>a ruling or other determination, contract, grant, cooperative agreement, claim,<br>controversy, or other particular matter in which Department of Justice funds are used,<br>where to his/her knowledge, he/she or his/her immediate family, partners, organization<br>other than a public agency in which he/she is serving as an officer, director, trustee,<br>partner, or employee, or any person or organization with whom he/she is negotiating or<br>has any arrangement concerning prospective employment, has a financial interest, or less |                              |                     |  |  |  |

than an arms-length transaction.

2. Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:

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- a. Using his or her official position for private gain;
- b. Giving preferential treatment to any person;
- c. Losing complete independence or impartiality;
- d. Making an official decision outside official channels; or ÷

| c   |  |                       |                       |  |  |  |
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|   | Intergovernmental Service Agreement Schedule   | IGA No.<br>80-98-0061 | Page No.<br>10_ of 11 |  |  |  |
| e. Affecting adversely the confidence of the public in the integrity of the government or the program.  |  |                       |                       |  |  |  |
| ARTICLE XV  | - GUARD/TRANSPORTATION SERVICES TO MEDICAL   | FACILITY              |                       |  |  |  |
|   | al Government agrees, upon request of the Federo<br>prisoner is held, to provide:                              | al Government ir      | n whose               |  |  |  |
|   | nsportation and escort guard services for federal pr<br>ility to and from a medical facility for outpatient ca |                       | t their 🛓             |  |  |  |
|   | nsportation and stationary guard services for federa<br>dical facility.  | al prisoners admit    | ted to a              |  |  |  |
| 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 USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.  |  |                       |                       |  |  |  |
| 3. The Local Government will continue to be liable for the actions of its employees while<br>they are transporting federal prisoners on behalf of the USMS. Further, the Local<br>Government will also continue to provide workers' compensation to its employees while<br>they are providing this service. It is further agreed that the local jail employees will<br>continue to act on behalf of the Local Government in providing transportation to federal<br>prisoners on behalf of the USMS. |  |                       |                       |  |  |  |
| 4. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS<br>and its officials in their official and individual capacities from any liability, including third-<br>party liability or workers' compensation, arising from the conduct of the local jail<br>employees during the course of transporting federal prisoners on behalf of the USMS.   |  |                       |                       |  |  |  |
|   | deral Government agrees to reimburse the Local G<br>on page one (1) of this agreement.                         | overnment at th       | e rate                |  |  |  |
|   |  |                       |                       |  |  |  |

# ARTICLE XVI - 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: 5

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|  | Intergovernmental Service Agreen  | ient Schedule                            | 80-98-0061                            | of _11         |  |
| a.<br><sub>b7E</sub>   | Transportation and escort guard<br>qualified officers employ<br>procedures, and practices, and<br>by the USM to enhance specific<br>contraband control; | yed by the Local G<br>d will augment suc | overnment under<br>h practices as may | y be requested |  |
| b.   | Upon arrival at the courthouse,<br>prisoners over to Deputy U.S. Mo<br>proper law enforcement crede   | arshals only upon p                      | -                                     |                |  |
| C.   | The Local Government <u>will not</u> to<br>without a specific request from<br>U.S. Courthouse, and the date p   | the USM who will p                       | provide the prisone                   |                |  |
|  | ich prisoner will be restrained in h<br>ortation.   | andcuffs, waist ch                       | ains, and leg irons                   | during         |  |
| 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<br>they are transporting federal prisoners on behalf of the USMS. Further, the Local<br>Government will also continue to provide workers' compensation to its employees while<br>they are providing this service. It is further agreed that the local jail employees will<br>continue to act on behalf of the Local Government in providing transportation to federal<br>prisoners on behalf of the USMS.                      |   |  |                                       |                |  |
| <ul> <li>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 or workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.</li> <li>6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement.</li> </ul> |   |  |                                       |                |  |
|  | pices will not porteris   | b6/b7C                                   | 4                                     |                |  |

J. Department of Justice

United States Marshals Service

| 1. MODIFICATION NO.       2. REQUEST FOR DETENTION SER         ONE (1)       020-00   | VICES NO. 3. EFFECTIVE DATE OF MODIFICATION<br>1/1/00   |
|---|---|
| 4. ISSUING OFFICE5. LOCAL GOVERNMENTU.S. MARSHALS SERVICEVal Verde Detention CePRISONER OPERATIONS DIVISIONHamilton Lane, FM 252IGA SECTIONDel Rio, TX 78840600 ARMY NAVY DRIVEARLINGTON, VA 22202-4210 | enter 80-98-0061  |
| <ol> <li>ACCOUNTING CITATION<br/>15X1020</li> <li>10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND</li> </ol>  | 9. ESTIMATED ANNUAL PAYMENT<br>\$1,754,528.00<br>D CONDITIONS OF THE IGA DOCUMENT                               |
| REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF T<br>The purpose of this modification is to increase the p   |   |
| 11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION  | NOF THIS MODIFICATION   |
| A. LOCAL GOVERNMENT IS NOT REQUIRED<br>TO SIGN THIS DOCUMENT  | B. LOCAL GOVERNMENT IS REQUIRED<br>TO SIGN THIS DOCUMENT AND RETURN<br>2 COPIES TO U.S. MARSHAL                 |
| 12. APPROVAL<br>A. LOCAL GOVERNMENT<br>A. D'Wayne Jernigan Mike L. Fernandez<br>Sheriff Signature County Judge<br>Contracting Officers<br>TITLE DATE  | B. FEDERAL GOVERNMENT<br><u>Don Bassford</u><br><u>Signature</u><br><u>Contracting Officer</u><br>TITLE<br>DATE |
|   | Form USM-241  |

USMS HQ USE ONLY

**Artment of Justice** 

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states Marshals Service -

Modification of Intergovernmental Agreement

To Mr Iller

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|---|--|--|---------------------------------------|---|--|---------------|--|
| . MODIFICATION NO.<br>TWO (2)   | 2. REQUEST FOR DETENTION SERVICES NO. 3.<br>307-00 |  |                                       | EFFECTIVE DATE OF MODIFICATION<br>January 1, 2001 |  |               |  |
| 4. ISSUING OFFICE<br>U.S. MARSHALS SERVICE<br>PRISONER SERVICES DIVIS<br>PROGRAMS AND ASSISTAN<br>600 ARMY NAVY DRIVE<br>ARLINGTON, VA 22202-4210 | CE BRANCH  | 5. LOCAL GOVERNN<br>Val Verde Detentio<br>Hamilton Lane, FM<br>Del Rio, TX 78841 | on Center                             |   | <ol> <li>6. IGA NO.<br/>80-98-</li> <li>7. FACILITY<br/>6EB</li> </ol> |               |  |
| 8. ACCOUNTING CITATION 9. ESTIMATEI<br>15X1020 \$11,442.750   |  |  |                                       |   | O ANNUAL PAYMENT<br>0.00   |               |  |
| 10. EXCEPT AS PROVIDED SI<br>REFERRED TO IN BLOCK<br>The purpose of<br>temporary rate of \$52   | 5, REMAIN UN<br>this modifi                        | changed. TERMS OF T  | HIS MODIFIC                           | ATION:  |  | 02 to a       |  |
| , , ,   | onduct an  | 25 will be in effect<br>audit of actual co                                       | · ·                                   | months aft  | er the USM   | AS population |  |
|   |  |  |                                       |   | VICTOR<br>OF TH<br>SAN ANTON   | EXAS          |  |
| 11. INSTRUCTIONS TO LO  | CAL GOVERN   | MENT FOR EXECUTION   | OF THIS MC                            | DIFICATION:                                       |  |               |  |
| A. D LOCAL GOVERNM<br>TO SIGN THIS DOC  | IENT IS NOT RI<br>CUMENT                           | EQUIRED  | в. 🛛                                  | TO SIGN THIS                                      | RNMENT IS RE<br>DOCUMENT /<br>ES TO U.S. MA                            | AÑD RETURN    |  |
| 12. APPROVAL  |  |  | · · · · · · · · · · · · · · · · · · · |   |  |               |  |
| A. LOCAL GOVERNMA   | <b>rnauk</b><br>nature K                           | )11-02-00  | Vi                                    | DERAL GOVEI<br>cki Lipov(<br>Si<br>acting Officer | RNMENT<br>p<br>ginature  |               |  |
| TITLE   |  | DATE   |                                       | TITLE   |  | DATE          |  |

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Form USM-241a (Rev. 3/99) Page\_1 of \_\_\_\_ Pages

| Jui-30-01 09:30am From-VAL VERDE   | RIFFS DEPT  | 8307                                   | 759678   | T-289  | P 03/05 F-165               |
|--|---|--|--|--|-----------------------------|
| 820 -775<br>J.S. Department of Justice<br>Inited States Marshals Service   | ·   | Jarled Vol<br>To<br>Mod                | V' (/  | Intergover                                   | b6/b7C<br>nmental Agreement |
| 1. MODIFICATION NO. 2. REQUEST<br>THREE (3)  | T FOR DETENTION SER<br>080-01   | VICES NO.                              |  | VE DATH OF<br>y 1, 2001                      | MODIFICATION                |
| 4. ISSUING OFFICE<br>U.S. MARSHALS SERVICE<br>PRISONER SERVICES DIVISION<br>PROGRAMS AND ASSISTANCE BRANCH<br>600 ARMY NAVY DRIVE<br>ARLINGTON, VA 22202:42 10 | 5. LOCAL GOVERNM<br>Val Verde Detent<br>Hamilton Lane, F<br>Del Rio, TX 788 | ition Center<br>FM 23                  |  |  | D.<br>28-0061<br>Ty Code(S) |
| 8. ACCOUNTING CITATION<br>15X1020  |   | 9. ESTEMA<br>N/A                       | TED ANNU.  | AL PAYMEN                                    | T                           |
| The purpose of this modil<br>Courthouse.<br>On page 11 of 11, Article  |   |  |  |  | ation to U.S.               |
| 11. INSTRUCTIONS TO LOCAL GOVER  | MENT FOR EXECUTION  | OF THIS M                              | ODIFICATIO   | N:   |                             |
| A. LOCAL GOVERNMENT IS NOT<br>TO SIGN THIS DOCUMENT  | REQUIRED  | B. 🗵                                   | TO SIGN TH   | VERNMENT IS<br>US DOCUMEN<br>OPTES TO U.S. M | TAND RETURN                 |
| 12 APPROVAL  |   | ······································ | ······································             |  |                             |
| A LOCAL GOVERNMENT<br>A. DWayne Jernigan, Sherif<br>P.O. Box 1201<br>Del Rio, TX 78841-1201<br>830-774-7515 office<br>830-776-9878 fax                         | DATE  | V                                      | DERAL GOV<br>icki Lipov<br>acting Officer<br>TITLE | Signature                                    | JAN 30 2001                 |

#### U.S. Department of Justice

United States Marshals Service

| 1. MODIFICATION NO.<br>FOUR (4)   |   | T FOR DETENTION SERVICES NO.3. EFFECTIVE229-017/1/01   |   |  | TE DATE OF MODIFICATION    |  |
|---|---|--|---|--|----------------------------|--|
| 4. ISSUING OFFICE5.U.S. MARSHALS SERVICEPRISONER SERVICES DIVISIONPROGRAMS AND ASSISTANCE BRANCH600 ARMY NAVY DRIVEARLINGTON. VA 22202-4210   |   | <ol> <li>LOCAL GOVERNMENT<br/>Val Verde County<br/>Val Verde County Detention Center<br/>Hamilton Lane, FM 23<br/>Del Rio, TX 78841</li> </ol> |   | nter   | 6. IGA NO.<br>80-98-0061   |  |
|   |   |  |   |  | 7. FACILITY CODE(S)<br>6EB |  |
| 8. ACCOUNTING CITATIC<br>15X1020  |   | 9. ESTIMATED ANNUAL PAYMENT<br>N/A   |   |  |                            |  |
| <ul> <li>10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT<br/>REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</li> <li>The purpose of this modification is to extend the temporary rate of \$52.25 from July 1, 200<br/>to December 31, 2001. This extension shall remain in effect for a period not to exceed six<br/>(6) months fro the expiration of the receding temporary rate. The local government shall<br/>submit cost data based on one full year of operations, sixty (60) days prior to the<br/>expiration of this temporary rate.</li> </ul> |   |  |   |  |                            |  |
| 11. INSTRUCTIONS TO LO  | CAL GOVERN                                    | MENT FOR EXECUTION   | OF THIS MO  | DIFICATION:  |                            |  |
| A. LOCAL GOVERNMENT IS NOT REQUIRED<br>TO SIGN THIS DOCUMENT  |   |  | B. LOCAL GOVERNMENT IS REQUIRED<br>TO SIGN THIS DOCUMENT AND RETURN<br>COPIES TO U.S. MARSHAL |  |                            |  |
| 12. APPROVAL  |   |  | r   |  |                            |  |
| A. DOCAL GOVERNMI<br>A. D'Wayne Jerris<br>7.0. Box 1209<br>Der Rio, TA 78841<br>330-775-9678 fax  | <u>-Uull</u><br>184," Shorts<br>- <b>1201</b> | 9:25-01<br>DATE  | Vic   | DERAL GOVEF<br>Ski Lipov<br>Sij<br><u>cting Officer</u><br>TITLE | RNMENT<br>gnature<br>DATE  |  |

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Form USM-241a<sup>-</sup> (Rev. 3/99) Page\_1\_ of 1\_ Pages

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

| 1. MODIFICATION NO. 2. REQU<br>Five (5)  | UEST FOR DETENTION SER<br>112-02   | RVICES NO.          |   | TE OF MODIFICATION<br>ry 1, 2002   |  |
|--|--|---------------------|---|--|--|
| 4. ISSUING OFFICE<br>U.S. MARSHALS SERVICE<br>PRISONER OPERATIONS DIVISION<br>IGA SECTION<br>WASHINGTON, DC 20530-1000             | 5. LOCAL GOVERNMENT<br>Val Verde County<br>Val Verde County Detention Center<br>Hamilton Lane, FM 23<br>Del Rio, Texas 78841 |                     | er 7. FACI  | <ul> <li>6. IGA NO.<br/>80-98-0061</li> <li>7. FACILITY CODE(S)<br/>6EB</li> </ul> |  |
| 8. ACCOUNTING CITATION<br>15X10<br>0. EXCEPT AS PROVIDED SPECIFICAL  |  |                     | ) ANNUAL PAYME<br>N/A                                 |  |  |
| The purpose of this modifi<br>May 31, 2002, pending the  |  |                     | n rate.   | ary 1, 2002 through<br>b6/b7C  |  |
| 11. INSTRUCTIONS TO LOCAL GOV  |  | 1                   |   |  |  |
| A. □ LOCAL GOVERNMENT IS NO<br>TO SIGN THIS DOCUMENT   | TREQUIRED  |                     | L GOVERNMENT IS<br>SIGN THIS DOCUM<br>2 COPIES TO U.S | ENT AND RETURN   |  |
| 12. APPROVALS<br>A. LOCAL GOVERNMENT<br>A. D'Wayne Jernigan, Sheriff<br>P.O. Box 1201<br>DevRio, TX 78841-1201<br>830-775-9678 fax | - Hisman<br>Cornery Juber<br>0 3/26 /2002<br>DATE  | Vicki L<br>Signatur | re<br>tracting Officer                                | DATE   |  |
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#### U.S. Department of Justice

United States Marshals Service

| 1. MODIFICATION NO.2. REQUEST FOR DETENTION SERSix (6)294-02   | VICES NO.           | 3. EFFECTIVE DATE OF MODIFICATION<br>October 1, 2002                               |  |  |  |
|--|---------------------|--|--|--|--|
| 4. ISSUING OFFICE5. LOCAL GOVERNMENTU.S. MARSHALS SERVICEVal Verde CountyPRISONER SERVICES DIVISIONVal Verde Detention OIGA SECTIONHamilton Lane, FM 22WASHINGTON, DC 20530-1000Del Rio, Texas 78841   | Center              | <ul> <li>6. IGA NO.<br/>80-98-0061</li> <li>7. FACILITY CODE(S)<br/>6EB</li> </ul> |  |  |  |
| <ol> <li>ACCOUNTING CITATION</li></ol>   |                     |  |  |  |  |
| <ul> <li>The purpose of this modification is to:</li> <li>1) Extend the temporary per diem rate of \$52.25 from</li> <li>2) Convert the temporary per diem rate of \$52.25 to 2002.</li> <li>11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION</li> </ul> | the fixed per di    | em rate of \$50.57 effective October 1,  |  |  |  |
| A. □ LOCAL GOVERNMENT IS NOT REQUIRED<br>TO SIGN THIS DOCUMENT   | B. 🛛 LOCA<br>TO SIG | L GOVERNMENT IS REQUIRED<br>3N THIS DOCUMENT AND RETURN<br>COPIES TO U.S. MARSHAL  |  |  |  |
| 12. APPROVALS         A. LOCAL GOVERNMENT         A. D'Wayne Jernigan, Sheriff         P.O. Box 1201         Signature         Signature         Sheriff         OS/23/2002         TITLE  | Vicki L<br>Signatur | re<br>tracting Officer   |  |  |  |

Form USM-241a Rev. 3/96) Page\_1\_ of 1\_ Pages

#### U.S. Department of Justice

United States Marshals Service

| tention Cen   | 6. 1  | IGA NO.  |  |  |  |  |  |
|---|---|--|--|--|--|--|--|
|   |   | 80-98-0061   |  |  |  |  |  |
| 23  |   | FACILITY CODE(S)<br>6EB  |  |  |  |  |  |
| 9. ESTIMA   | TED ANNUAL PA   | YMENT  |  |  |  |  |  |
| 10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT<br>REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION: |   |  |  |  |  |  |  |
| The purpose of this modification is to increase the hourly rate for medical guard services from \$11.46 to \$11.51.   |   |  |  |  |  |  |  |
|   |   |  |  |  |  |  |  |
| B. LOCAL GOVERNMENT IS REQUIRED<br>TO SIGN THIS DOCUMENT AND RETURN<br>COPIES TO U.S. MARSHAL   |   |  |  |  |  |  |  |
| r   |   |  |  |  |  |  |  |
| _Jacl   | tie Gomez<br>Signat   | 6  |  |  |  |  |  |
| ſ`  | D CONDITION<br>THIS MODIFIC<br>hourly rate<br>OF THIS MC<br>B. SEI<br>B. FEI<br>_Jack | HIS MODIFICATION:<br>hourly rate for medical guar<br>OF THIS MODIFICATION:<br>B. LOCAL GOVERNM<br>TO SIGN THIS DO<br>COPIES T<br>B. FEDERAL GOVERNM<br>Jackie Gomez<br>Signate<br>Grants Analyst |  |  |  |  |  |

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Form USM-241aUSMS (Rev. 3/99) Page\_1\_ of \_1\_