United States Department of Justice
United States Marshals Service

Intergovernmental Service Agreement
Housing of Federal Prisoners

1. AGREEMENT NUMBER	2. EFFECTIVE DATE	3. REQUISITION/PURCHASER/REQUEST NO.	4. CONTROL NO.
J-D80-M-126	4 / 1 / 85	0093-D80-85	

5. ISSUING OFFICE

UNITED STATES MARSHALS SERVICE
PRISONER SUPPORT DIVISION
CONTRACTS BRANCH
1-TYSONS CORNER CENTER
MCLEAN, VIRGINIA 22102

6. GOVERNMENT ENTITY

NAME AND ADDRESS *(Street, city, county, State and ZIP code)*
Guadalupe County Jail
101 E. Court
Sequin, Texas 78155

FACILITY CODE(S): 6QL

7. APPROPRIATION DATA

1551020

Contact Person: Melvin Harborth, Sheriff
Area Code & Telephone No. ▶ (512) 379-1224

8. ITEM NO.	9. SUPPLIES/SERVICES	10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
(1)	This Agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners including guard services in accordance with the contents set forth set forth herein.	ESTIMATED USMS PRISONER DAYS/YR.		FIXED RATE	ESTIMATED ANNUAL PAYMENT
		500	PDs	$16.00	$8,000
(2)	This Agreement consists of the following: (A) I-G-A Cover Page, Form USM-241. (B) Agreement Schedule, pages 2-5	ESTIMATED GUARD HOURS/YR.			
		200	GHs	$ 9.00	$1,800

14. *AGENCY CERTIFYING*

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.

15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER

Melvin L. Harborth — Date 5-5-85
(Signature)
Melvin L. Harborth — Sheriff
Name *(Type or Print)* — Title

(Signature) — Date
Name *(Type or Print)* — Title

16. TYPE OF USE
- ☐ Hold Over
- ■ Regular Support
- ☐ Seasonal Support
- ☐ Other

17. PRISONER TYPE TO BE INCLUDED

UNSENTENCED	SENTENCED
■ Adult Male	☐ Adult Male
■ Adult Female	☐ Adult Female
☐ Juvenile Male	☐ Juvenile Male
☐ Juvenile Female	☐ Juvenile Female
■ Aliens	☐ Work Release
	☐ YCA Male
	☐ YCA Female

18. LEVEL OF USE
- ☐ Minimum
- ■ Medium
- ☐ Major

19. *This Negotiated Agreement is Hereby Approved and Accepted for*

THE UNITED STATES OF AMERICA
BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE

BY JB Enders
(SIGNATURE OF CONTRACTING OFFICER)

20. ANTICIPATED ANNUAL USAGE

	UNSENTENCED	SENTENCED	ALIENS	TOTAL
No. of Prisoners				
Prisoner Days	500			500
Guard Hours	200			200

21. NAME OF AUTHORIZING OFFICIAL *(Type or Print)*
Joseph B. Enders

22. DATE SIGNED
4 / 17 / 85

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

FORM USM-241
(Rev. 6/20/83)
GPO 900-468

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

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

Phone: (512) 229-6540

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

Phone: (214) 729-6089

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 241a 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.

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.

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
Four (4)	292-02	October 1, 2002

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION IGA SECTION WASHINGTON, DC 20530-1000	Bexar County Bexar County Sheriff's Department 200 North Comal Street San Antonio, Texas 78207	80-99-0030 7. FACILITY CODE(S) 0FJ only

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	$5,537,444.15

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to:

1) Extend the temporary per diem rate of $46 from July 31, 2002 to September 30, 2002.

2) Increase the temporary per diem rate of $46 to the fixed per diem rate of $47.27 effective October 1, 2002.

11. 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 2 COPIES TO U.S. MARSHAL

12. APPROVALS

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
Signature	*Vicki Lipov* Signature
County Judge — 10/21/02 TITLE — DATE	*Contracting Officer* — 10/3/02 TITLE — DATE

Form USM-241a
Rev. 3/96)

USMS HQ USE ONLY

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
Four (4)	292-02	October 1, 2002

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION IGA SECTION WASHINGTON, DC 20530-1000	Bexar County Bexar County Sheriff's Department 200 North Comal Street San Antonio, Texas 78207	80-99-0030 7. FACILITY CODE(S) OFJ

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	$5,537,444.15

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to:

1) Extend the temporary per diem rate of $46 from July 31, 2002 to September 30, 2002.

2) Increase the temporary per diem rate of $46 to the fixed per diem rate of $47.27 effective October 1, 2002.

11. **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 2 COPIES TO U.S. MARSHAL

12. **APPROVALS**

A. LOCAL GOVERNMENT

Signature

Cindy Lodge — TITLE

10/21/02 — DATE

B. FEDERAL GOVERNMENT

Vicki Lipov

Signature

Contracting Officer — TITLE

10/10/02 — DATE

Form USM-241a
Rev. 3/96)

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U.S. Department of Justice
United States Marshals Service

Modification of Int[illegible]overnmental Agreement

1. MODIFICATION NO. ~~ONE (1)~~ THREE (3)	2. REQUEST FOR DETENTION SERVICES NO. 065-02	3. EFFECTIVE DATE OF MODIFICATION 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's Department 200 North Comal Street San Antonio, Texas 78207	6. IGA NO. 80-99-0030 7. FACILITY CODE(S) OFJ
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT $6,644,799.21

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

In reference to the Central Texas Parole Violator Facility (OFJ), the purpose of this modification is to increase the per diem rate from $40 to the temporary per diem rate of $46 effective February 1, 2002 and expiring on July 31, 2002, pending the submission of actual and allowable costs.

11. 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 2 COPIES TO U.S. MARSHAL

12. APPROVALS

A. LOCAL GOVERNMENT

Nelson W Wolff
Signature

County Judge 2/14/02
TITLE DATE

B. FEDERAL GOVERNMENT

Vicki Lipov
Signature

Contracting Officer 2/6/02
TITLE DATE

Form USM-241a
Rev. 3/96)

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ted States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
Five (5)	199-03	July 1, 2003

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION WASHINGTON, D.C. 20530-1000	Central Texas Parole Violator Facility Bexar County 200 North Comal Street San Antonio, TX 78207	80-99-0030
		7. FACILITY CODE(S) 0FJ

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to include the Bureau of Prisons as a federal user agency, as set forth below.

On page 5 of 12, Article VII, Paragraph 1., add the following:

Bureau of Prisons
Community Corrections
727 East Durango Blvd., Suite B-138
San Antonio, TX 78206

SEP 25 20

11. **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 2 COPIES TO U.S. MARSHAL

12. APPROVAL

A. LOCAL GOVERNMENT	**B.** FEDERAL GOVERNMENT
Signature	Jackie Gomez *Signature*
	Grants Analyst
TITLE / DATE	TITLE / DATE

HQ USE ONLY

Form USM-241aUSMS
(Rev. 3/99)
Page 1 of 1 Pages

U.S. Department of Justice
United States Marshals Service

To sqtc 7/27/99

Modification of Intergovernmental Agreement

1. MODIFICATION NO. TWO (2)	2. EFFECTIVE DATE OF MODIFICATION July 1, 1999	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Bexar County Jail 200 North Comal San Antonio, TX 78207	5. IGA NO. 80-99-0030 6. FACILITY CODE(S) ~~6CU~~, 0FJ
7. ACCOUNTING CITATION *15X1020*	8. ESTIMATED ANNUAL PAYMENT n/a	

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:

The purpose of this modification is to:

1. Delete Article XV - Guard/Transportation Services to Medical Facility
2. Delete Article XVI - Guard/transportation to U.S. Courthouse

PSC 6

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

A. ☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT

B. [X] LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
Ralph Rogers *Signature*	Jackie Gomez *Signature*
Sheriff TITLE	*Contracting Officer* TITLE
9/16/99 DATE	JUN 28 1999 DATE

Form USM-241a
(Rev. 3/96)

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U.S. Department of Justice
United States Marshals Service

Modification o. tergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
One (1)	065-02	February 1, 2002

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE PRISONER SERVICESS DIVISION IGA SECTION WASHINGTON, DC 20530-1000	Bexar County Bexar County Sheriff's Department 200 North Comal Street San Antonio, Texas 78207	80-99-0030 7. FACILITY CODE(S) & 0FJ ONLY

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	. $6,644,799.21

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6. REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

In reference to the Central Texas Parole Violator Facility (0FJ), the purpose of this modification is to increase the per diem rate from $40 to the temporary per diem rate of $46 effective February 1, 2002 and expiring on July 31, 2002, pending the submission of actual and allowable costs.

11. **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 2 COPIES TO U.S. MARSHAL

12. **APPROVALS**

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
Nelson W Wolff *Signature*	*Vicki Lipov* *Signature*
County Judge 2/14/02 TITLE DATE	*Contracting Officer* 2/6/02 TITLE DATE

Form USM-241a
Rev. 3/96)

USMS HQ USE ONLY

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
Five (5)	212-04 and 06-028	January 1, 2006

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE PRISONER OPERATIONS WASHINGTON, D.C. 20530-1000	Guadalupe County Jail 2611 North Guadalupe Street Sequin, TX 78155	80-06-0019
		7. FACILITY CODE(S) 6QL

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification, as set forth on Pages 2 , 3, and 4 of this modification, is to:

1) Increase the hourly rate for medical guard services from $15 to $17 per hour.

2) Incorporate court transportation services.

3) Authorize the Local Government to provide transportation and guard services at the request of the USM.

The Intergovernmental Agreement Number J-D80-M-126 is canceled and the new number is as stated in Block 6.

11. **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 2 COPIES TO U.S. MARSHAL

12. APPROVAL

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
Donald L. Schraub *Signature* Donald L. Schraub County Judge	Jackie Gomez *Signature* Grants Specialist
ATTEST: BY: Catherine L Hewatt, Chief Deputy TITLE Teresa Kiel County Clerk	01-10-06 DATE
	TITLE DATE

HQ USE ONLY

Form USM-241aUSMS
(Rev. 3/99)

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 [redacted] b8 armed 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.

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 [redacted] b2 armed 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

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.

United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Four (4)	2. EFFECTIVE DATE OF MODIFICATION June 1, 1993
3. ISSUING OFFICE U. S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Guadalupe County Jail 2611 North Guadalupe Street Sequin, Texas 78155 2617 North Guadalupe Fac address New 78155
	5. IGA NO. J-D80-M-125
	6. FACILITY CODE(S) 6QL
7. ACCOUNTING CITATION 15X1020	8. ESTIMATED ANNUAL PAYMENT $4,530.00

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:

The purpose of this Modification is to modify the Intergovernmental Agreement to add a rate for mileage, change the guard hourly rate, insert the Escape Clause and to incorporate the Availability of Funds Clause, as set forth below:

a. The rate for mileage is as follows:

On Page 1 of 5, Block 10, "QUANTITY", insert "ESTIMATED NUMBER OF MILES = 120". On Page 1 of 5, Block 12, "FIXED RATE", insert $.25 per mile. On Page 1 of 5, Block 13, "AMOUNT", insert "ESTIMATED ANNUAL PAYMENT = $30.00".

b. The rate for guard services is as follows:

On Page 1 of 5, Block 10, "ESTIMATED GUARD HOURS/YR.", 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 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 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
James E. Fogelbird Signature	Jesus Gonzalez Signature
Guadalupe County Judge TITLE	Contracting Officer TITLE
August 20, 1993 DATE	07/21/93 DATE

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

U.S Government Printing Office 1992- 312-227/

Intergovernmental Service Agreement Schedule	IGA No. J-D80-M-125	Page No. 2 of 2

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.

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental 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 ARMY NAVY DRIVE,* *SUITE 1090* *ARLINGTON, VA 22202-4210*	Guadalupe County Sheriff's Dept. 2611 N Guadalupe Sequin, Texas 78155	J-D80-M-126
		6. FACILITY CODE(S) 6QL

7. ACCOUNTING CITATION	8. ESTIMATED ANNUAL PAYMENT
15X1020	$584,000.00

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:

A. The jail day rate is increased from $35.00 to $40.00 effective April 1, 1990, and the estimated annual U.S. Marshals Service prisoner days is changed to 14,600.

10. **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 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
James E. Sagebiel *Signature*	P.H. Ma *Signature* MAR 11 1991
County Judge 3-25-91 TITLE DATE	*Chief, Prisoner Operations Division* TITLE DATE

Form USM-241a
Rev. 11/89)

USMS HQ USE ONLY

U.S. Department of Justice
United States Marshals Service

GUADALUPE

Modification of Intergovernmental Agreement

1. MODIFICATION NO. TWO (2)	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	4. LOCAL GOVERNMENT Guadalupe County Sheriff's Dept. 2611 N. Guadalupe Sequin, Texas 78155
	5. IGA NO. J-D80-M-126
	6. FACILITY CODE(S) 6QL
7. ACCOUNTING CITATION 15X1020	8. FUNDING AMOUNT $1,027,000.00

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 - annual estimate for guard hours.

10. **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 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT Signature Sheriff — TITLE 4-17-89 — DATE	B. FEDERAL GOVERNMENT Signature Patricia H. Macherey, Chief Prisoner Operations Division — TITLE 3/24/89 — DATE

Form USM-241a
Rev. 9/86

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. ONE (1)	2. EFFECTIVE DATE OF MODIFICATION 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) 6QL
7. ACCOUNTING CITATION 1581020	8. FUNDING AMOUNT $643,750

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:

The purpose of this modification is to reinstate the 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 follwoing: 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 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 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT
James E. Angebiel
Signature
County Judge
TITLE
6-2-88
DATE

B. FEDERAL GOVERNMENT
C J Wilmer, Inspector, Acting
Signature
for JOSEPH B. ENDERS, CHIEF
Operations Support Division
TITLE
6/1/88
DATE

Form USM-241a
Rev. 9/86
Page 1 of 1 Pages

United States Department of Justice
United States Marshals Service

Intergovernmental Service Agreement
Housing of Federal Prisoners

1. AGREEMENT NUMBER	2. EFFECTIVE DATE	3. REQUISITION/PURCHASER/REQUEST NO.	4. CONTROL NO.
J-D80-M-126	4 / 1 / 85	0093-D80-85	

5. ISSUING OFFICE

UNITED STATES MARSHALS SERVICE
PRISONER SUPPORT DIVISION
CONTRACTS BRANCH
1-TYSONS CORNER CENTER
MCLEAN, VIRGINIA 22102

6. GOVERNMENT ENTITY

NAME AND ADDRESS *(Street, city, county, State and ZIP code)*: Guadalupe County Jail
101 E. Court
Sequin, Texas 78155

FACILITY CODE(S): 6QL

Contact Person: Melvin Harborth, Sheriff
Area Code & Telephone No. ▶ (512) 379-1224

7. APPROPRIATION DATA

1551020

8. ITEM NO.	9. SUPPLIES/SERVICES	10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
(1)	This Agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners including guard services in accordance with the contents set forth set forth herein.	ESTIMATED USMS PRISONER DAYS/YR.		FIXED RATE	ESTIMATED ANNUAL PAYMENT
(2)	This Agreement consists of the following: (A) I-G-A Cover Page, Form USM-241. (B) Agreement Schedule, pages 2-5	500	PDs	$16.00	$8,000
		ESTIMATED GUARD HOURS/YR.			
		200	GHs	$ 9.00	$1,800

14. *AGENCY CERTIFYING*

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.

15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER

Melvin L. Harborth *(Signature)* Date 5-5-85
Name *(Type or Print)* MELVIN L. HARBORTH Title Sheriff

(Signature) Date
Name *(Type or Print)* Title

16. TYPE OF USE
- Hold Over
- Regular Support
- Seasonal Support
- Other

LEVEL OF USE
- Minimum
- Medium
- Major

17. PRISONER TYPE TO BE INCLUDED

UNSENTENCED	SENTENCED
■ Adult Male	☐ Adult Male
■ Adult Female	☐ Adult Female
☐ Juvenile Male	☐ Juvenile Male
☐ Juvenile Female	☐ Juvenile Female
■ Aliens	☐ Work Release
	☐ YCA Male
	☐ YCA Female

ANTICIPATED ANNUAL USAGE

	UNSENTENCED	SENTENCED	ALIENS	TOTAL
of Prisoners				
ner Days	500			500
d Hours	200			200

19. *This Negotiated Agreement is Hereby Approved and Accepted for*

THE UNITED STATES OF AMERICA
BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE

BY J B Enders
(SIGNATURE OF CONTRACTING OFFICER)

21. NAME OF AUTHORIZING OFFICIAL *(Type or Print)*: Joseph B. Enders

22. DATE SIGNED: 4 / 17 / 85

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

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

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

Phone: (512) 229-6540

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

Phone: (214) 729-6089

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 241a 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.

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.

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Three (3)	2. EFFECTIVE DATE OF MODIFICATION April 1, 1990

3. ISSUING OFFICE *U.S. MARSHALS SERVICE* *PRISONER OPERATIONS DIVISION* *600 ARMY NAVY DRIVE,* *SUITE 1090* *ARLINGTON, VA 22202-4210*	4. LOCAL GOVERNMENT Guadalupe County Sheriff's Dept. 2611 N Guadalupe Sequin, Texas 78155	5. IGA NO. J-D80-M-126 6. FACILITY CODE(S) 6QL

7. ACCOUNTING CITATION *15X1020*	8. ESTIMATED ANNUAL PAYMENT $584,000.00

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:

A. The jail day rate is increased from $35.00 to $40.00 effective April 1, 1990, and the estimated annual U.S. Marshals Service prisoner days is changed to 14,600.

10. 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 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT James E. Fogelbel *Signature* County Judge 3-25-91 TITLE DATE	B. FEDERAL GOVERNMENT F. W. Mar *Signature* *Chief, Prisoner Operations Division* MAR 11 1991 TITLE DATE

Form USM-241a
Rev. 11/89)

USMS HQ USE ONLY

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. TWO (2)	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	4. LOCAL GOVERNMENT Guadalupe County Sheriff's Dept. 2611 N. Guadalupe Sequin, Texas 78155
	5. IGA NO. J-D80-M-126
	6. FACILITY CODE(S) 6QL
7. ACCOUNTING CITATION 15X1020	8. FUNDING AMOUNT $1,027,000.00

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 - annual estimate for guard hours.

10. **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 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT Signature Sheriff — TITLE 4-17-89 — DATE	B. FEDERAL GOVERNMENT Patricia H. Macherey Signature Patricia H. Macherey, Chief Prisoner Operations Division — TITLE 3/24/89 — DATE

Form USM-241a
Rev. 9/86

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. ONE (1)	2. EFFECTIVE DATE OF MODIFICATION 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) 6QL
7. ACCOUNTING CITATION 1581020	8. FUNDING AMOUNT $643,750

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:

The purpose of this modification is to reinstate the 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 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 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT

James E. Hagebiel
Signature

County Judge — 6-2-88
TITLE — DATE

B. FEDERAL GOVERNMENT

C J Wilmer, Inspector, Acting
Signature

for JOSEPH B. ENDERS, CHIEF
Operations Support Division — 6/1/88
TITLE — DATE

Form USM-241a
Rev. 9/86

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Four (4)	2. EFFECTIVE DATE OF MODIFICATION June 1, 1993

3. ISSUING OFFICE U. S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Guadalupe County Jail 2611 North Guadalupe Street Sequin, Texas 78155	5. IGA NO. J-D80-M-1256 6. FACILITY CODE(S) 6QL

7. ACCOUNTING CITATION *15X1020*	8. ESTIMATED ANNUAL PAYMENT $4,530.00

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:

The purpose of this Modification is to modify the Intergovernmental Agreement to add a rate for mileage, change the guard hourly rate, insert the Escape Clause and to incorporate the Availability of Funds Clause, as set forth below:

a. The rate for mileage is as follows:

On Page 1 of 5, Block 10, "QUANTITY", insert "ESTIMATED NUMBER OF MILES = 120". On Page 1 of 5, Block 12, "FIXED RATE", insert $.25 per mile. On Page 1 of 5, Block 13, "AMOUNT", insert "ESTIMATED ANNUAL PAYMENT = $30.00".

b. The rate for guard services is as follows:

On Page 1 of 5, Block 10, "ESTIMATED GUARD HOURS/YR.", 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 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 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT James E. Sagebiel *Signature* Guadalupe County Judge — August 20, 1993 TITLE — DATE	B. FEDERAL GOVERNMENT Dennis Jenkins *Signature* *Contracting Officer* — 07/21/93 TITLE — DATE

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

USMS HQ USE ONLY

* U.S Government Printing Office1992- 312-327/61903

Intergovernmental Service Agreement Schedule	IGA No. J-D80-M-125	Page No. 2 of 2

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.

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
Five (5)	212-04 and 06-028	January 1, 2006

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE PRISONER OPERATIONS WASHINGTON, D.C. 20530-1000	Guadalupe County Jail 2611 North Guadalupe Street Sequin, TX 78155	80-06-0019
		7. FACILITY CODE(S) 6QL

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification, as set forth on Pages 2 , 3, and 4 of this modification, is to:

1) Increase the hourly rate for medical guard services from $15 to $17 per hour.

2) Incorporate court transportation services.

3) Authorize the Local Government to provide transportation and guard services at the request of the USM.

The Intergovernmental Agreement Number J-D80-M-126 is canceled and the new number is as stated in Block 6.

11. **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 2 COPIES TO U.S. MARSHAL

12. APPROVAL

A. LOCAL GOVERNMENT

Donald L Schraub
Signature Donald L. Schraub
County Judge

ATTEST:

By: Catherine L Herwick, CHIEF DEPUTY 01-10-06
TITLE Teresa Kiel DATE
County Clerk

B. FEDERAL GOVERNMENT

Jackie Gomez
Signature

Grants Specialist DEC 2 2 2005
TITLE DATE

HQ USE ONLY

Form USM-241aUSMS
(Rev. 3/99)

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 [redacted] b2 armed 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.

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 [redacted] b2 armed 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

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.