United States Department of Justice
United States Marshals Service

Intergovernmental Service Agreement
Housing of Fede' 'Prisoners

1. AGREEMENT NUMBER	2. EFFECTIVE DATE	3. REQUEST FOR DETENTION SERVICES (RDS) NO.
78-02-0103	October 1, 2002	297-02

4. ISSUING OFFICE
UNITED STATES MARSHALS SERVICE
PRISONER SERVICES DIVISION
IGA SECTION
WASHINGTON, DC 20530-1000

5. LOCAL GOVERNMENT NAME AND ADDRESS
Smith County
Smith County Sheriff's Office
206 East Elm Street
Tyler, Texas 75710

FACILITY CODE(S): 6DV

6. APPROPRIATION DATA
15X1020

Contact Person: J.B. Smith, Sheriff
Area Code & Telephone No. ➤ (903) 535-0900

7. ITEM NO.	8. SUPPLIES/SERVICES	9. QUANTITY	10. UNIT	11. UNIT PRICE	12. AMOUNT
This agreement supercedes the previous agreement dated 1/1/83.	This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER DAYS		FIXED PER DIEM RATE	ESTIMATED ANNUAL PAYMENT
		18,250	PDs	$40.00* *effective since 10/1/90	$730,000
	The Federal Government will reimburse the Local Government at the General Services Administration Federal Travel Regulations mileage rate.	ESTIMATED GUARD HRS.			
		9,600	Ghs	$20.83	$ 199,968

13. *AGENCY CERTIFYING*

To the best of my knowledge and belief, data submitted is 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.

14. NAME AND TITLE OF LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT

(Signature) Date 8/22/02

J. B Smith
NAME *(Type or Print)*

15. PRISONER TYPE TO BE INCLUDED

UNSENTENCED	SENTENCED
☒ Adult Male	☒ Adult Male
☒ Adult Female	☒ Adult Female
☐ Juvenile	☐ Juvenile
☒ INS	☒ BOP

16. LEVEL OF USE
- ☐ Minimum (0-249)
- ☐ Medium (250-999)
- ☒ Major (1,000+)

17. NAME OF AUTHORIZING OFFICIAL

Vicki Lipov
NAME *(Type or Print)*

(SIGNATURE OF CONTRACTING OFFICER)

DATE: 8/16/02

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

FORM USM-241
(Rev. 3/96)

Intergovernmental Service Agreement Schedule	IGA No. 78-02-0103	Page No. 2 of 10

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 Smith 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 Smith County Jail (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 law, 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 PROJECTED-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.

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.

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 AND BEDSPACE GUARANTEE

This agreement shall remain in effect for a period of fifteen (15) years after the project(s) listed in Schedule B of CAP Agreement No. 9-78-88 is completed. The Local Government agrees to provide fifty (50) bedspaces for federal prisoners in USMS custody each day upon the request of the USM commencing on the date of completion and activation of all projects listed in the above mentioned CAP agreement. The IGA shall remain in effect through the period of the CAP agreement, and thereafter until terminated or suspended in writing by either party. 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.

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
300 Willow Jack Brooks Federal Building
Suite 116
Beaumont, TX 77701
(409) 839-2581

FEDERAL BUREAU OF PRISONS
Community Corrections Office
515 Rusk, Room 12016
Houston, TX 77002
(713) 718-4781

IMMIGRATION AND NATURALIZATION
Central Regional Office
Skyline Center - Building C
North Stemmons Freeway
Dallas, TX 75247
(214) 905-8344

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 5 CFR, Part 1315.

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 non-working 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 inmates 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.

ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR, Part 66, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least 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 of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpt, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

4. Delinquent Debt Collection: The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the USMS 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 USMS and shall be returned to the custody of the USMS upon termination of the agreement.

2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of $1,000 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 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 hour 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.

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 prisoners.

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:

1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partner, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or 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:

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
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

1. The Local Government agrees, upon request of the Federal Government 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 admitted 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 USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

3. 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.

4. 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.

5. The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement.

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:

a. Transportation and escort guard services will be performed by [redacted] qualified b2 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 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.

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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 specified on page one (1) of this agreement.

UNITED STATES DEPARTMENT OF JUSTICE
UNITED STATES MARSHALS SERVICE

INTERGOVERNMENTAL COOPERATIVE AGREEMENT NUMBER 09-78-88

This Agreement is entered into between the United States Marshals Service and SMITH COUNTY, TEXAS, in accordance with the terms and conditions of Articles I through XI and Schedules A, B and C attached hereto.

The below individuals are authorized by law to accept and commit to this Agreement for and on the behalf of the:

UNITED STATES MARSHALS SERVICE

SIGNATURE: [signature]

TYPED NAME: Howard Safir

TITLE: Associate Director for Operations

ADDRESS: One Tysons Corner Center
McLean, Virginia 22102

DATE: 6/22/88

SIGNATURE: [signature]

TYPED NAME: J. Keith Gary

TITLE: United States Marshal

ADDRESS: 305 Federal Building
Tyler, Texas 75710

DATE: 7/12/88

SMITH COUNTY, TEXAS

SIGNATURE: [signature]

TYPED NAME: Larry Craig

TITLE: County Judge

ADDRESS: Smith County Courthouse
100 North Broadway
Tyler, Texas 75702

DATE: 7-14-88

SIGNATURE: [signature]

TYPED NAME: J. B. Smith

TITLE: Sheriff, Smith County

ADDRESS: P.O. Box 90
Tyler, Texas 75710

DATE: 7/14/88

ARTICLE I

PURPOSE

The purpose of this Cooperative Agreement is to establish a legal relationship between the United States Marshals Service (USMS) and SMITH COUNTY, TEXAS (COUNTY). This Agreement is predicated upon the Federal government's requirement for detention space and services and the local government's provision of such services. All articles and schedules of this Agreement are binding upon the execution of this Agreement by both parties.

ARTICLE II

ASSURANCES

The Cooperative Agreement provides for Federal participation in the funding of local governmental jail construction, renovation or improvement programs. A local government receiving Federal funds is required to assure and certify that it will, as a condition of receiving the funds, comply with applicable Federal laws and regulations governing Grants and Cooperative Agreements. By acceptance of this Agreement the COUNTY so assures and certifies it will comply with the provisions, guidelines, regulations, and laws listed in Schedule A of this Agreement.

ARTICLE III

COOPERATIVE AGREEMENT PLAN (CAP)

A. Negotiations between the COUNTY and the USMS have resulted in a formulation of a Cooperative Agreement Plan which is incorporated as Schedule B of this Agreement.

B. Requests for modifications, deletions or additions to Schedule B may be made by the recipient's submission of a formal written request to the Associate Director for Operations, USMS, or his designee who must approve all changes in writing.

C. The recipient has verified and ensures that all project(s) specified on Schedule B meet applicable state and local laws, standards, policies, procedures or court orders governing or established for a detention facility.

D. It is the responsibility of the recipient to plan, initiate, and oversee the completion of the project(s); to prepare quarterly progress reports and periodic requests for payments; to certify the accuracy of contractor and vendor billings; to ensure the cost efficient and timely completion of projects; and to immediately notify the U.S. Marshal in writing of any issues or problems real or anticipated which might affect the successful completion of the project(s) within the time frame and cost ceilings established in Schedule B.

E. It is the responsibility of the U.S. Marshal or his designee to make monthly on-site inspections of the project(s) underway; to review and certify interim and final payment requests submitted by the recipient; to ensure that CAP funding ceilings are not exceeded; and to provide USMS Headquarters with written recommendations on any proposed changes or modifications to this Agreement.

ARTICLE IV

FUNDING LEVEL

A. The USMS will provide Federal funding in an amount not to exceed $100,000.00 for the project(s) listed on Schedule B from the Support of U.S. Prisoners Appropriation.

B. The COUNTY accepts responsibility for all costs associated with the project(s) which exceed the level of Federal funding provided.

C. Funds specified and approved for one project shall not be transferred to another project or be used for any other purpose unless authorized by a written modification to this Agreement issued by the Associate Director for Operations or his designee.

ARTICLE V

SERVICE AND SPACE GUARANTEE

A. The COUNTY agrees to accept and provide detention space and services for twenty-five (25) Federal prisoners each day upon the request of the U.S. Marshal from the date of acceptance of this

Agreement until the completion of the projects listed on Schedule B.

B. The COUNTY agrees to accept and provide detention space and services for fifty (50) Federal prisoners each day upon the request of the U.S. Marshal at the Smith County Detention Facility for a period of fifteen (15) years commencing on the date of completion of all projects listed on Schedule B and the fulfillment of payments by the USMS.

M.N. Sections

C. The Intergovernmental Agreement (IGA) for the housing of Federal prisoners will remain in effect through the period specified in Article VB, and indefinitely thereafter until terminated in writing by either party.

D. Per diem payments provided for in the IGA will continue to be negotiated in accordance with Federal Cost and Pricing Standards. The local government agrees to negotiate with the USMS in good faith and accept a jail day rate which is fully supported by actual and allowable jail operating costs. It is understood that county-wide indirect cost plans and costs of local law enforcement and local court support cost are not allowable for the computation of jail day rates.

ARTICLE VI

FINANCIAL PROVISIONS

A. The USMS will obligate and reserve the total amount of funds established under this Agreement. Requests for reimbursement for work completed will be drawn up by the recipient on a Standard Form 270 (Request for Advance or Reimbursement) and submitted along with a CAP Reimbursement Detail Sheet to the U.S. Marshal for review and certification. Payment to the recipient will be made by the U.S. Marshal only after the prior review and written authorization by the Chief, Operations Support Division. Payments may only be issued to the recipient rather than vendors or contractors.

B. The recipient certifies that all requests for payment submitted shall be supported by valid invoices which are in accordance with the projects authorized in Schedule B of this Agreement and subject to on-site inspection by the U.S. Marshal and his designee. Copies of paid invoices shall be

clearly marked with the appropriate CAP project number they are charged to and maintained in CAP project files by the recipient. All such documentation shall be made available for review upon the request of the U.S. Marshal, USMS Headquarters, or a Federal audit agency.

C. The recipient certifies that no request for payment will be submitted for work, materials or services which have been previously funded from Federal funds from any other source.

D. The recipient will maintain such books, records, documents, evidence, and accepted accounting procedures and practices which will accurately reflect all costs relating to this Agreement for a period of at least three years following completion of all the projects and final payment. All such documents will be subject to periodic on-site review as deemed necessary by the U.S. Marshal, USMS Headquarters staff, and Federal audit agencies.

E. The recipient agrees to comply with the audit requirements of OMB Circular A-128, entitled "Audits of State and Local Governments," and agrees to:

(1) Submit an original and one copy of the audit report to your cognizant Federal agency (Department of Health and Human Services) within 30 days after the audit.

(2) Submit a copy of the audit report to the following Department of Justice Regional Audit Office.

Denver Area Audit Office
Department of Justice
333 W. Colfax, Suite 320
Denver, Colorado 80204

(3) Provide copies of the audit transmittal letter to the following addressees:

(a) Office of Justice Programs
Department of Justice
633 Indiana Avenue N.W.
Washington, D.C. 20531

(b) U.S. Marshals Service
Operations Support Division
One Tysons Corner Center
McLean, VA 22102

F. Audit reports must be submitted annually from period of initial award of the CAP Agreement until all the work authorized in Schedule B is completed and reimbursements from the USMS are received. Failure to furnish an acceptable audit as determined by the cognizant agency may be a basis for withholding or denial of future Federal funds.

ARTICLE VII

DISPUTES

All questions of interpretation of any or all parts of this Agreement shall be first addressed and resolved by negotiation between the representative(s) of the COUNTY and the Chief, Operations Support Division. Any disputes not resolved will be referred to the Associate Director for Operations and Chief Executive Officer of the COUNTY.

The Director, USMS, will be the final deciding official in all disputes concerning this Agreement, unless otherwise disposed of in a court of law.

ARTICLE VIII

STOP WORK

A. The Associate Director for Operations or his designee may issue and the COUNTY will accept a written order to hold or Stop Work on one or more projects funded under this Agreement for a period of 30 days. Such orders will be issued pursuant to sufficient cause, such as reason to believe work is being performed outside of the terms of Schedule B or for financial improprieties found during a monitoring inspection or voucher and records review.

B. A Stop Work Order may be continued, cancelled or reissued as an order of termination.

C. The COUNTY is responsible for any costs incurred after the issuance of a Stop Work Order unless such work, material, equipment or services were purchased prior to the issuance of the Stop Work Order and delivery cannot be cancelled.

ARTICLE IX

TERMINATION

A. This Agreement may be terminated in-full or in-part by the COUNTY at any time prior to the completion of the project(s) listed in Schedule B provided that all Federal funds received for the project(s) by the COUNTY are refunded in full to the USMS. All termination notices shall be made in writing by the COUNTY to the Associate Director for Operations.

B. This Agreement may be terminated by the USMS at any time prior to the completion of the project(s) listed in Schedule B. Such terminations may be the result of the failure of the recipient to start or complete a project in accordance with Schedule B or for a violation of the Agreement. All termination notices shall be made in writing by the Associate Director for Operations to the recipient.

C. This Agreement shall not be terminated by either party after the completion of all projects and the issuance of final payment by the USMS unless by mutual agreement.

ARTICLE X

BREACH OF AGREEMENT

A. In the event detention space and services are not provided to the level guaranteed, unless as a result of fire, riot or other act of God or other emergency acceptable to the USMS, the COUNTY will reimburse the USMS for all funding provided by this Agreement, and for all costs associated with the relocation of Federal prisoners to another facility including any jail costs over and above the rate paid to the COUNTY.

B. The provision of Article XA will be exercised by the USMS only after violation(s) of the provisions for guaranteed space has been established, and negotiations between the USMS and recipient have not resulted in a mutually acceptable resolution and a written notice of Breach of Agreement has been issued by the Associate Director for Operations.

ARTICLE XI

REPORTS

A. A progress report shall be submitted within ten days of the close of each quarter by the recipient to the U.S. Marshal. A progress report format is provided at Schedule C.

B. A final CAP report shall be submitted by the recipient at the completion of all projects which reflects the date of completion, final costs, and includes a statement that the Cooperative Agreement is completed.

C. Failure to submit quarterly progress reports may be interpreted as non-compliance with this Agreement.

The Participant hereby assures and certifies compliance with the below listed regulations, policies, guidelines, and requirements including OMB Circular A-87, A-102, and A-128 as they relate to the Project.

1. It possesses legal authority to apply for the grant, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to execute this agreement.

3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

4. It will comply with requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those that have family, businesses or other ties.

8. It will give the grantor agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.

9. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102.

10. It will comply with the audit provisions of OMB Circular A-128 (Audits of State and Local Governments) and copies of each annual audit report shall be submitted to the appropriate cognizant agency and Department of Justice Regional Audit Office. The reports are to cover the period from initial award of the CAP Agreement until all the work authorized in Schedule B is completed and reimbursement from the USMS received.

11. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

12. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition

12. (cont'd) purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal Financial Assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

13. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.0) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

UNITED STATES MARSHALS SERVICE
SCHEDULE B
COOPERATIVE AGREEMENT PLAN

CAP AGREEMENT NO. 09-78-88 PREPARED BY Carol Vizzuto, USMS ESTIMATED START DATE: 4/1/88

FACILITY Smith County Minimum Security Detention Facility GOVT. UNIT Smith County ESTIMATED COMPLETION DATE: 9/30/89

PROJECT NO.	PROJECT DESCRIPTION	USMS FUNDING CEILING	ATTACHMENT NUMBER
009-78-88 PP	Construction of a new jail	$100,000.00	

This schedule reflects the final Cooperative Agreement Projects and their maximum allowable funding ceilings which have been negotiated and approved by the U.S. Marshals Service. Attachments (as required) will show how the work will be accomplished, details of the negotiations, detailed project descriptions, plans, specifications and quotations.

ACCEPTED BY: JB Enders SIGNATURE 6/15/88 DATE

JOSEPH B. ENDERS, CHIEF
OPERATIONS SUPPORT DIVISION
UNITED STATES MARSHALS SERVICE

ACCEPTED BY: Craig SIGNATURE 8/1/88 DATE

Larry Craig, County Judge
Smith County
Tyler, Texas 75702

SCHEDULE C

RECIPIENT QUARTERLY CAP PROGRESS REPORT

INSTRUCTIONS: It is the responsibility of the recipient facility to prepare a CAP progress report quarterly for the projects(s) shown below which have been authorized in the CAP Agreement. The contractor should xerox additional copies of the report for future quarterly submission. If additional space is needed, this report can be continued on plain white bond paper. The completed report should then be submitted to the local U.S. Marshal who will review and forward it to the USMS Headquarters. If you have any questions or need additional guidance, please contact the Chief, Program Administration Branch, USMS on (703) 285-1285.

1. Facility Name: Smith County Detention Facility 2. USMS CAP Agreement No. 09-78-88

3. CAP Project Number	Description	Funding Ceiling
009-78-88 PP	Construction of a new jail	$100,000.00
	TOTAL	$100,000.00

4. Work Start Date: 08-04-88 5. Estimated Completion Date: 02-01-89

6. Funding Status:

	Funds Approved	Funds Oblig. to date	Balance Remaining
a. Local funds	1,200,000.00	228,567.42	971,432.58
b. USMS funds	$100,000.00	0	100,000.00
c. Total (a+b)	1,300,000.00	228,567.42	1,071,432.58

7. Latest estimate of total cost $1,065,432.58 (If the cost estimate differs from the funds approved in item 6 above, please provide written justification as well as an explanation of how the additional funds required will be obtained.)

8. Progress to Date Dirtwork - 80% complete, Foundation (slab) - 100% complete, Plumbing - 10% complete, Complete Project - 10% complete (appx.

9. Problems Noted (i.e., need for modifications, delays anticipated, etc.)

N/A

PREPARED BY: Melinda Wilson, Lieutenant
(name and title)

SIGNATURE: Melinda Wilson DATE: 9-30-88

REVIEWED BY: J Kent Lyons DATE: 12/22/88
U.S. Marshal