1. AGREEMENT NUMBER	2. EFFECTIVE DATE	3. REQUEST FOR DETENTION SERVICES (RDS) NO.
71-02-0044	4/1/03	088-02

4. ISSUING OFFICE

DEBRA BROWNE
PRISONER SERVICES DIVISION
U. S. MARSHALS SERVICE
WASHINGTON DC 20530-1000
ARLINGTON, VA 22202-4210

5. LOCAL GOVERNMENT — FACILITY CODE(S): 4GN

NAME AND ADDRESS

Charleston County
Charleston County Detention Center
3841 Leeds Avenue
Charleston, SC 29405

Contact Person: Phillip Mishoe, Contracts Manager
Area Code & Telephone No.: (843) 529-7332

6. APPROPRIATION DATA
15X1020

7. ITEM NO.	8. SUPPLIES/SERVICES	9. QUANTITY	10. UNIT	11. UNIT PRICE	12. AMOUNT
	This agreement is for the housing, safekeeping, and subsistence of federal prisoners, including medical guard services in accordance witht The contents set forth herein.	ESTIMATED USMS PRISONER DAYS 36,500	PDs	FIXED PER DIEM RATE $40.20	ESTIMATED ANNUAL PAYMENT $1,437,300.00
		ESTIMATED GUARD HRS 100	GHs	$20.00	$2,000.00
	The Intergovernmental Agreement J-B71-M-072 is canceled and the new number is stated in block no. 1				

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

See Attached — Date _____
(Signature)

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

Debra Browne
NAME *(Type or Print)*

Debra Browne
(SIGNATURE OF CONTRACTING OFFICER)

DATE: 4/25/03

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

FORM USM-241
(Rev. 3/96)

Intergovernmental Service Agreement Schedule	IGA No. 71-02-0044	Page No. 2 of 9

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 Charleston 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 Charleston County Detention Center (the facility).

The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local 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

This agreement shall be in effect for a period of fifteen (15) years after the project (s) listed in Schedule B of CAP Agreement No. 27-71-90 is completed. The Local Government agrees to provide (25) 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.

7. The Fixed Per Diem Rate established under this IGA shall remain in effect from 1/1/02 through 1/1/05.

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
SOUTHERN DISTRICT OF SOUTH CAROLINA
B-31 U. S. COURTHOUSE
1845 ASSEMBLY STREET
COLUMBIA, S. C. 29201
(803) 765-5821

FEDERAL BUREAU OF PRISONS
COMMUNITY CORRECTIONS OFFICE
505 MCDONOUGH BLVD., S.E.
ATLANTA, GA 30315 6137
(404) 624- 8141

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IMMIGRATION AND NATURALIZATION
EASTERN REGIONAL OFFICE
DETENTION AND DEPORTATION DIVISION
70 KIMBALL AVENUE
S. BURLINGTON, VT 05403-6813
(802) 951-6428

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.

Intergovernmental Service Agreement Schedule	IGA No. 71-02-0044	Page No. 6 of 9

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.

Intergovernmental Service Agreement Schedule	IGA No. 71-02-0044	Page No. 8 of 9

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.

Intergovernmental Service Agreement Schedule	IGA No. 71-02-0044	Page No. 9 of 9

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.

Attachment

In accordance with South Carolina State Law Section 23-19-20 of the 1976 Code as amended. Federal contracts need to also be signed by the sheriff. Below are two signature lines, which replaces *section fourteen page one* of the contract.

J. Al Cannon, Jr. Date 5-2-03
J. Al Cannon, Jr., Esq.

J. Al Cannon, Jr. Esq.
NAME (Type or Print)

Date 05/01/03
(Signature)

Roland H. Windham, Jr.
NAME (Type or Print)

MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT

1. MODIFICATION NO.	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUES. NO.	4. CONTROL NO.
One (1)	2/1/84		

5. ISSUING OFFICE CODE
United States Marshals Service
Prisoner Support Division
Program Administration Branch
One Tysons Corner Center
McLean, Virginia 22102

6. ADMINISTERED BY (If other than block 5) CODE

7. GOVERNMENT ENTITY FACILITY CODE 6GN

(Street, city, county, state, and ZIP Code)
Charleston County Jail
2466 Leeds Avenue
Charleston, South Carolina 29405

8. MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER.
J-B71-M-072
DATED
7/1/83

9. ACCOUNTING AND APPROPRIATION DATA (If required)
1541020

10. DESCRIPTION OF MODIFICATION

The purpose of this Modification is to increase the per capita day rate from $17.00 to $24.00, effective February 1, 1984, as justified by cost and pricing data certified and submitted to the U.S. Marshals Service December 1983.

The annual estimated cost of Agreement No. J-B71-M-072 is summarized as follows:

Estimated USMS Prisoner Days/Year	Fixed Rate	Estimated Annual Payment
6,000	$24.00	$144,000.00

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

11. ☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT ■ LOCAL GOVT. IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U. S. MARSHAL

12. LOCAL GOVERNMENT
BY A.M. Sprague
(Signature of person authorized to sign)

14. UNITED STATES OF AMERICA
BY J.B. Enders
(Signature of Contracting Officer)

13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	15. NAME OF CONTRACTING OFFICER (Type or print)	16. DATE SIGNED
A.M. Sprague	2-3-84	Joseph B. Enders	1/25/84

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Two (2)	2. EFFECTIVE DATE OF MODIFICATION September, 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 Charleston County Jail #2 Courthouse Square Charleston, S. C. 29401
	5. IGA NO. J-B71-M-072
	6. FACILITY CODE(S) 4GN
7. ACCOUNTING CITATION *15X1020*	8. ESTIMATED ANNUAL PAYMENT $219,000.00

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:

The purpose of this Modification is to incorporate the specific Cooperative Agreement Program (CAP) language into the Agreement, as set forth below:

A. On page 1 of 5, Block 10, delete "6,000" and insert "9,125".

B. On page 2 of 5, Article III, paragraph 3, delete in its entirety. Paragraph 4 is renumbered paragraph 3.

C. On page 2 of 5, Article IV, delete in its entirety and insert the following:

ARTICLE IV - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This agreement shall remain in effect for a period of fifteen (15) years after CAP Agreement No. 27-71-90 is completed. During this time period, the Local Government agrees to provide twenty-five (25) bedspaces for Federal prisoners, in USMS custody, each day. After the fifteen (15) year period provided for in the above mentioned CAP Agreement is completed, the Agreement shall remain in effect indefinitely until terminated or suspended in writing by either party.

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
Signature	Signature
County Administrator — TITLE	Chief, Prisoner Operations Division — TITLE
10/15/90 — DATE	SEP 20 1990 — DATE

Form USM-241a
Rev. 11/89)

USMS HQ USE ONLY

United States Marshals Service

Modification Intergovernmental Agreemen

1. MODIFICATION NO. THREE (3)	2. EFFECTIVE DATE OF MODIFICATION March 1, 1992
3. ISSUING OFFICE U.S. Marshals Service Procurement Division IGA Section 600 Army Navy Drive Arlington, VA 22202	4. LOCAL GOVERNMENT Charleston County Detention Center 2466 Leeds Avenue Charleston, SC 29405
5. IGA NO. J-B71-M-072	6. FACILITY CODE(S) 4GN
7. ACCOUNTING CITATION 15X1020	8. ESTIMATED ANNUAL PAYMENT $329,400.00

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 increase the jail day rate from $24.00 to $36.60, effective March 1, 1992, and to incorporate the availability of funds clause, as set forth below:

On Page 5 of 5, add Article X, as follows:

ARTICLE X - 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.

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

Major Wm. A. Bardwell
Signature

Detention Facility Administrator — 06/01/92
TITLE — DATE

B. FEDERAL GOVERNMENT

Vicki Lipov
Signature

Contracting Officer — 5/20/92
TITLE — DATE

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

USMS HQ USE ONLY

U.S. GOVERNMENT PRINTING OFFICE: 1991 - 312-317/51109

Such termination or suspension shall be accomplished by giving written notice to the U.S. Marshal and the affected user agency. 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 Federal prisoners.

D. On page 4 of 5, ARTICLE VIII, paragraph 2, delete in its entirety and insert the following:

2. Disputes, questions or concerns pertaining to this agreement other than CAP space guarantees will be resolved between the U.S. Marshal and the appropriate local official. Unresolved issues to include guarantee detention space provide for in the CAP Agreement are to be directed to the Chief, Prisoner Operations Division, U.S. Marshal Service Headquarters.

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

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

3. ISSUING OFFICE	4. LOCAL GOVERNMENT	5. IGA NO.
U.S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	Charleston County Jail 2466 Leeds Avenue Charleston, SC 29405	J-B71-M-072 6. FACILITY CODE(S) 4GN

7. ACCOUNTING CITATION	8. ESTIMATED ANNUAL PAYMENT
15X1020	Add'l. $6,990

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 incorporate guard services for hospitalized prisoners at $15.00 per hour per guard and $ .25 per mile for transportation, as set forth below:

1. On Page 5 of 5, add Article XI as follows:

ARTICLE XI - 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.

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
William A. Bamberg Signature	Vicki Lipov Signature
Chief Deputy TITLE	Contracting Officer TITLE
5/30/94 DATE	7/28/93 DATE

USMS HQ USE ONLY

DRGP RECEIVED 13 JUN 94 21 55

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

*U.S. Government Printing Office:1992- 312-327/61903