United Strates Department of Justice

United States Marshals Service

Intergovernmental S ce Agreement Housing of Federal Prisoners

Page <u>1</u> of <u>10</u>

1. AGREEMENT	NUMBER	2. EFFECTIVE DATE	1 -	EQUISITION	/PU	RCHA	SER/REQUEST 1	NO		4. CONTI		
79-99-0	112	CAP 7/30/98			333-					4. CONT	KUL NU.	
5. ISSUING OFFI	CE		6	. GOVERNM	ENT	ENTI	ry			FACILI	TY CODE(S)	
UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210			NAME AN ADDRESS (Street, city county, Sta and ZIP cou	S v, te	Cameron County Jail 954 East Harrison Street Brownsville, TX 78520			TI CODE(S)	6CW 6A9 6WR			
7. APPROPRIATIO	ON DATA				Į	-						
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8. ITEM NO.		SUPPLIE	9. S/SERVIC		<u> </u>		10. QUANTITY	il. UNIT		12.	13. AMOU	,
	sc fe tro	his agreement is for Ifekeeping and su Ideral prisoners, in Insport services ir Ith the contents se	ubsister Icluding Naccor	nce of g medical dance		-	ESTIMATED USMS PRISONER <u>DAYS/YR</u> 109,500	PDs	PER <u>RA</u>	DIEM	ESTIMAT ANNUAL <u>PAYMEN</u> \$3,285,0	ED <u>\1</u>
14.						-	ESTIMATED <u>GUARD HRS</u> 1,950	GHs	\$1	0.00	\$19,500).00
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AGENCY CERTIFYING	submitted and correct thorized ment or .	d in support of this a ect, the document ha by the governing boo Agency and the Depu ply with ALL PROV.	ngreemen s been di ly of the artment d	nt is true uly au- Depart- Dr Agency	<u>O</u> Na	MAR me (T)	(Signa LUCIO ppe or Print)	iture)		SHI T	Date	<u>-77</u>
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vo. of Prisoners Prisoner Days Guard <u>Hours</u>	UNSENT 30 190.50 1.95	0	JAL USA <u>ALIE</u>	NS <u>TOTAL</u> <u>300</u> 190,500		(T)	ME OF AUTHO ppe or Print)	RIZING	/		TE SIGNED	 90
				1,950)	ennis Jenk	ins			1601	<u>/ </u>

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

FORM USM-241 (Rev. 3/96)

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ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and Cameron 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 Cameron 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 laws, standards, policies, procedures, or court orders applicable to the operations of the facility. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

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

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

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

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

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

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ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided to local prisoners, including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners.

2. The Local Government agrees to notify the United States Marshal (USM) as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

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

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

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

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

ARTICLE IV - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.

2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e., DEA, INS, etc.) or to a Deputy USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.

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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. 15-79-98 is completed. The Local Government agrees to provide three hundred (300) 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 <u>of prisoners</u>.

ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.

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

3. The rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival, but not for the day of departure.

4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USMS.

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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 SOUTHERN DISTRICT OF TEXAS 10017 U.S. COURTHOUSE 515 RUSK AVENUE HOUSTON, TX 77002 (713) 718-4800

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address, and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801), is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a nonworking day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

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

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gover americal Service Agreement Schedule	IGA No.	Page No.					
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ARTICLE VIII - SUPERVISION AND MONITORING	ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY						
All recipients receiving direct awards from the and fiscal control of all funds. Responsibilities i expenditures, cash management, the maintai the refunding of expenditures disallowed by a	nclude the account ining of adequate fir						
ARTICLE IX - ACCOUNTING SYSTEMS AND FINAN							
1. The recipient shall be required to establish financial records that accurately account for t include both federal funds and all matching fu organizations. State and local recipients shall e accordance with state laws and procedures for funds, as well as meet the financial manageme Regulations (CFR), Part 66, and current revision	ine funds awarded. Unds of state, local, c expend and accour or expending and ac	These records shall and private It for funds in ccounting for its own					
2. Recipients are responsible for complying wi and the allowability of the costs covered there possible subsequent disallowance or dispute be unallowability <u>un</u> der the specific cost principles the treatment of special or unusual costs.	in (submission of Forr	n USM-243). To avoid					
3. Changes in IGA facilities: The USMS shall be significant change in the facility, including signi which causes a significant change in the level of shall be supported with sufficient cost data to p diem rates included in the IGA. Depending on assessing changes in the population, a 10% incr shall be a "significant increase or decrease" for	of services under this permit the USMS to en the size of the facilit	imate populations, IGA. The notification quitably adjust the per y for purposes of					

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

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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, excerpts, 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.

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5. It is understood and agreed that the Loc and hold harmless the United States of America servants, individually and officially, for any a member of the Local Government or anyon handling of any property (to include any vel the Local Government in which legal owner America, and to pay all claims, damages, ju attorney fees related thereto. The Local Go maintenance, storage, and other expenses property furnished to the Local Government	rica, its officers, employed nd all liability caused e else arising out of the hicle, equipment, and ship is retained by the udgments, legal costs, vernment will be soled related to the care a	oyees, agents, and by any act of any ne use, operation, or d supplies) furnished to e United States of , adjuster fees, and
ARTICLE XII - MODIFICATIONS/DISPUTES		
 Either party may initiate a request for ma modifications negotiated will be written and and submitted to the Local Government on 	approved by a USMS	Contracting Officer
2 Disputes, questions, or concerns pertainir guarantees) will be directed to the USM. CA any other unresolved issues are to be directe	P space avarantee c	nuestions along with

ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:

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

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.

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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, partners, 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

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 b. Transportation and stationary guard s medical facility. 	ervices for federal pr	isoners admitted to a
2. Such services will be performed by qualifi personnel employed by the Local Governme practices. The Local Government agrees to requested by the USM to enhance specific revisitation, and contraband control.	nt under their policie augment such practi	s, procedures, and
3. The Local Government will continue to be they are transporting federal prisoners on beh Government will also continue to provide wor they are providing this service. It is further agin continue to act on behalf of the Local Gover prisoners on behalf of the USMS.	nalf of the USMS. Furt rkers' compensation t reed that the local in	her, the Local to its employees while il employees will
4. Furthermore, the Local Government agre and its officials in their official and individual of party liability or workers' compensation, arising employees during the course of transporting f	apacities from any li a from the conduct o	ability, including third-
5. The Federal Government agrees to reimb stipulated on page one (1) of this agreement	urse the Local Gover	
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J.S. Department of Justice

United States Marshals Service

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1. MODIFICATION NO. One (1)	2. REQU	QUEST FOR DETENTION SERVICES NO. 3. 1 045-02		3. EFFECTIVE DATE OF MODIFICATION January 1, 2002
4. ISSUING OFFICE U.S. MARSHALS SERVICE		5. LOCAL GOVERNMENT Cameron County	6. IGA NO. 79-99-0112-	
PRISONER OPERATIONS D. IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210		Cameron County Sher 7300 Old Alice Road Olmito, Texas 78575	nt 7. FACILITY CODE(S) 6CW, 6A9, 6WR	
8. ACCOUNTING CITATIO		20	1	O ANNUAL PAYMENT \$67,890
0. EXCEPT AS PROVIDED SP REFERRED TO IN BLOCK		LY HEREIN, ALL TERMS AND UNCHANGED. TERMS OF T	CONDITIONS OF	THE IGA DOCUMENT
				uard services at the rate of \$22.63 per facility from \$10.00 to \$22.63 effective
On page 10 of 10,	insert Ar	ticle XVI - Guard/Transp	portation to U.S	5. Courthouse, as follows:
provide transportation and Courthouse. The Local G a. Transportation officers employed by the I	l escort g overnme and esco Local Go	uard services for federal nt agrees to the following ort guard services will be vernment under their pol	prisoners house g: performed by a icies, procedur	hose custody a prisoner is held, to ed at their facility to and from the U.S. at a gualified es, and practices, and will augment such ts for security, prisoner monitoring, and
11. INSTRUCTIONS TO LO	CAL GOVE	CRNMENT FOR EXECUTION	OF THIS MODI	FICATION:
A. D LOCAL GOVERNMI TO SIGN THIS DOC		I REQUIRED	B.⊠ LOCA TC —	L GOVERNMENT IS REQUIRED) SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U.S. MARSHAL
12. APPROVALS	<u> </u>			
A. LOCAL GOVERNME			B. FEDER Vicki I	ipov Hugu
Signature			Signatu	re
County Ju	dse	03-01-02		tracting Officer 1/15/03_
TITLE		DATE	TITL	e date
I				Form USM-241a Rev. 3/96)

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b.	Upon arrival at the courthouse, transporta Deputy U.S. Marshals only upon present credentials;					
c. The Local Government <u>will not</u> 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.						
. Eac	h prisoner will be restrained in handcuffs, v	vaist chains, and leg irons o	during transportation.			
mployed	ch services will be performed by qualified la d by the Local Government under their polic augment such practices as may be requested prisoner monitoring, visitation, and contrab	cies, procedures, and practi d by the USM to enhance s	ces. The Local Government			
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.						
	e Federal Government agrees to reimburse t s agreement.	he Local Government at th	e rate specified on page one			

U.S. Department of Justice

United States Marshals Service

Modification of Intergovernmental Agreement

Two (2)	233-03	N SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION May 1, 2003		
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVI ATTN: DENNIS JENKINS WASHINGTON, D.C. 20530-	7300 Old Alice Road	riff's Department	7. I	GA NO. 79-99-0112 FACILITY CODE(S) 6CW,6A9,6WR	
8. ACCOUNTING CITATION 15X1020		9. estima N/A	9. ESTIMATED ANNUAL PAYMENT N/A		
REFERRED TO IN BLOCK	PECIFICALLY HEREIN. ALL TERI 5, REMAIN UNCHANGED. TERN eation is incorporate into the IG and Customs Enforcement, as s	MS OF THIS MODIFI	CATION:		
	G AND FINANCIAL PROVISI	IONS, incorporate th		or the following user agencies	
Community Corrections Office 515 Rusk, Room 12016 Houston, TX 77002 713) 718-4781	Central Regional C -Skyline Center - Bu N. Stemmons Freev Dallas, TX 75247 (214) 905-8344	uilding C	forcement		
	- Second Balance				
11. INSTRUCTIONS TO LOG	CAL GOVERNMENT FOR EXECU	UTION OF THIS MO	DIFICATION:		
A. LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. 🖾	B. LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO THE U.S. MARSHAL		
2. APPROVALS:			·	,	
A. LOCH SOMERNME Signature	INT Julzi 9/2/03		ERAL GOVERNME	AUG 15 2003	

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