U. S. Department of Justice  
United States Marshals Service  

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<tr>
<td>15X1020</td>
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| 9. Tel: (830) 780-3732                      | Email: akend@att.net     |

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<td>safekeeping, and subsistence of federal</td>
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<td>prisoners, in accordance with content set</td>
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13. Optional Guard/Transportation Services to:
- Medical Facility
- U.S. Courthouse

14. Guard/Transportation Hourly Rate: $20.00

Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.

15. Local Government Certification

To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the body governing of the Department or Agency and the Department or Agency will comply with all provisions set forth herein.

16. Signature of Person Authorized to Sign (Local)

Alger H. Kendall, Jr.
Print Name: County Judge Date: October 4, 2010

17. Prisoner and Detainee Type Authorized
- Adult Male
- Adult Female
- Juvenile Male
- Juvenile Female

18. Other Authorized Agency User
- BOP
- ICE
- USMS - W/TX, S/TX

19. Signature of Person Authorized to Sign (Federal)

Jackie Gomez
Print Name: Grants Specialist Date: OCT 5 2010
<table>
<thead>
<tr>
<th>Topic</th>
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<tbody>
<tr>
<td>Authority</td>
<td>3</td>
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<tr>
<td>Purpose of Agreement and Security Provided</td>
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<td>Period of Performance</td>
<td>3</td>
</tr>
<tr>
<td>Assignment and Outsourcing of Jail Operations</td>
<td>4</td>
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<td>Medical Services</td>
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<td>Receiving and Discharge of Federal Detainees</td>
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<td>Optional Guard/Transportation Services to Medical Facility</td>
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<td>Special Notifications</td>
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Agreement Number 80-98-0024

Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the “Federal Government”) and KARNES COUNTY (hereinafter referred to as the “Local Government”), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) to house federal detainees with the Local Government at the KARNES COUNTY CORRECTIONAL CENTER (hereinafter referred to as “the facility”).

The population (hereinafter referred to as “federal detainees”) will include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees shall also be housed in a manner that is consistent with federal law and the Federal Performance-Based Detention Standards.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than one-hundred twenty (120) calendar days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.
Assignment and Outsourcing of Jail Operations

Overall management and operation of the facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide federal detainees with the full range of medical care inside the detention facility. The level of care inside the facility should be the same as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided inside the facility to federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above-referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided outside the facility to federal detainees. The Federal Government must be billed directly by the medical care provider not the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All outside medical care provided to federal detainees must be pre-approved by the Federal Government. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the federal detainee’s illness or injury as well as the types of treatment provided.

Medical care for federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (https://www.usms.gov/prisoners/standards.htm) and in compliance with USMS Inspection Guidelines, Form USM-218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical recordkeeping.

The facility shall have in place an adequate infectious disease control program which includes testing of all federal detainees for Tuberculosis (TB) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are used, they shall be read between 48 and 72 hours after placement.
TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the federal detainee’s medical record. Special requests for expedited TB testing and clearance (to include time-sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor’s facility, it is the Local Government’s responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent federal prisoners.

**Receiving and Discharge of Federal Detainees**

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

The Local Government shall not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). Those federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the district United States Marshal (USM).
Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal detainees admitted to a medical facility.

These services should be performed by qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility to and from the U.S. Courthouse.

These services should be performed by qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government’s transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to any U.S. Courthouse without a specific request from the USM who will provide the detainee’s name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.
If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Other Guard/Transportation Services

If Other in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, upon request of the USM, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility. The Local Government shall provide these transportation services/escort guard services for the district.

These services should be performed by qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

If transporting to an airlift, the Local Government’s transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee’s name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local government, it will be stipulated on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a federal detainee. The Local Government shall use all reasonable means to apprehend
the escaped federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a federal detainee is involved in an attempted escape or conspiracy to escape from the facility.

In the event of the death or assault of a federal detainee, the Local Government shall immediately notify the Federal Government.

**Prisoner Rape Elimination Act (PREA)**

The facility is requested to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults. (See Attached)

**Service Contract Act**

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address:

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)
52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

**Per-Diem Rate**

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent government estimate for detention services, otherwise known has the Core Rate;

2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;

4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is $52.00, and shall not be subject to adjustment on the basis of KARNES COUNTY actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for thirty-six (36) months. The per-diem rate covers the support of one (1) federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on the DSNetwork will be required before a new per-diem rate can be considered.


The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for federal detainees housed at the facility. Addresses for the components are:

United States Marshals Service
Western District of Texas
235 John H. Wood, Jr. U.S. Courthouse
655 E. Durango Blvd.
San Antonio, TX 78206
(210) 472-6540

United States Marshals Service
Southern District of Texas
Bob Casey Federal Courthouse
515 Rusk Avenue, Room 10002
Houston, TX 77002
(713) 718-4800

Bureau of Prisons
Community Corrections Office
727 E. Durango, Suite B-138
San Antonio, TX 78206
(210) 472-6225
To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per-diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

Karnes County Correctional Center
810 Commerce Street
Karnes City, TX 78118

Modifications and Disputes

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both parties agree they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator to promote improvements to facility operations, conditions of confinement, and levels of services.
Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and be provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.
Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault
- Unlawful sexual contact with another detainee
- Involuntary penetration, rape, fondling, or fondling
- Involuntary treatment, maiming, maiming
- Involuntary treatment, maiming, maiming

B. Staff-on-Detainee Sexual Abuse/Assault
- Staff member engaging in sexual contact with another detainee
- Staff member engaging in sexual contact with another detainee
- Staff member engaging in sexual contact with another detainee

For more information about Detainee-on-Detainee Sexual Abuse/Assault, visit the website for the Department of Justice.

Prohibited Acts
- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

Detention is a Safe Environment
When someone is in detention, they have the right to be safe and secure.

Confidentiality
Information about sexual abuse or assault is confidential and is

Report All Assaults!
If you or someone you know has experienced

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Federal Detention Centers
Washington, DC

Published Date
# Modification of Intergovernmental Agreement

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### 6. Issuing Federal Agency
United States Marshals Service  
Prisoner Operations Division  
Office of Contracts and Agreements  
2604 Jefferson Davis Hwy  
Alexandria, VA 22301

### 7. Local Government
Karnes County Correctional Center  
810 Commerce Street  
Karnes City, Texas 78118

### 5. Appropriation Data
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### 9. Per-Diem Rate
| $52.00 |

### 10. Guard/Transportation Hourly Rate
| $20.00 |

### 11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

THE PURPOSE OF THIS MODIFICATION IS TO CHANGE THE CAPACITY FROM 679 TO 550. THIS CHANGES THE CAPACITY OF THE ESTIMATED NUMBER OF FEDERAL BEDS TO 520.

### 12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

- [ ] LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT
- [x] LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL

### 13. APPROVALS

#### A. LOCAL GOVERNMENT

- **Signature:**  
  - **Title:**  
  - **Date:** 6-27-12

#### B. FEDERAL GOVERNMENT

- **Signature:**  
  - **Title:** Grants Specialist  
  - **Date:** JUN 2, 2012
U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No. 80-98-0024
2. Effective Date See Block 13B.
3. Facility Code(s) 6F2
4. Modification No. Six(6) Twc(2)
5. DUNS No. 0964161079

6. Issuing Federal Agency
United States Marshals Service
Prisoner Operations Division
Office of Contracts and Agreements
2604 Jefferson Davis Hwy
Alexandria, VA 22301

7. Local Government
Karnes County Correctional Center
810 Commerce Street
Karnes, Texas 78118

8. Appropriation Data 15X1020
9. Per-Diem Rate $52.00
10. Guard/Transportation Hourly Rate $20.00

11. THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE THE DEPARTMENT OF LABOR WAGE DETERMINATION AS NOTED ON PAGE 2 OF THIS MODIFICATION:

Intergovernmental agreement number 80-98-0024 is hereby modified to incorporate U.S. Department of labor contract-specific wage determination no. 2011-0191 (Rev. 3), dated 06/19/2013.

EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED IN BLOCK 1, REMAIN UNCHANGED.

12. 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 ALL COPIES TO U.S. MARSHAL

13. APPROVALS

A. LOCAL GOVERNMENT
Signature

LINDA T. TURNOFF
TITLE 12-29-13
DATE

B. FEDERAL GOVERNMENT
Signature

JUDY A. TAYLOR
Grants Specialist
TITLE 12-29-13
DATE

Agreement Number: 80-98-0055
The McNamara-O'Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of $2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement.

Enclosed are three originals of the above referenced Modification to incorporate the Department of Labor Wage Determination to ensure compliance with the Service Contract Act. After the local representative has signed the modification, please return two originals to the United States Marshals Service/Prisoner Operations Division at the following address.

Mary Horsey
United States Marshals Service
Prisoner Operations Division CS-4 – Suite 1100
2604 Jefferson Davis Hwy
Arlington, VA 22301

If you have questions, please contact me at (202) 307-5103.

Sincerely,

Mary Horsey, Grants Specialist
Office of Contracts and Agreements

cc: Fernando Karl, Chief Deputy United States Marshal
Western District of Texas
**Fringe Benefits Required Follow the Occupational Listing**

This WD applies only to service employees who are employed on the detention services subcontract under the IGSA (or other contract) between ICE and Karnes County, TX for detention services, under the authority of the INA, in the above locality.

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HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the
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3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure
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1. Agreement No. 80-98-0024
2. Effective Date See Block 13B.
3. Facility Code(s) 6F2
4. Modification No. Three (3)
5. DUNS No. 0964161079

6. Issuing Federal Agency
United States Marshals Service
Prisoner Operations Division
Office of Contracts and Agreements
2604 Jefferson Davis Hwy
Alexandria, VA 22301

7. Local Government
Karnes County Correctional Center
810 Commerce Street
Karnes City, Texas 78118

8. Appropriation Data 15X1020
9. Per-Diem Rate $52.25
10. Guard/Transportation Hourly Rate $20.00

11. THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE THE DEPARTMENT OF LABOR WAGE DETERMINATION AS NOTED ON PAGE 2 OF THIS MODIFICATION:

The purpose of this modification is to change modification number six (6) to modification number two(2) of the Intergovernmental Agreement (IGA) Number 80-98-0024, incorporating Contract-Specific Wage Determination 2011-0191 (Rev. 3), date 6/13/2013.

EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED IN BLOCK 1, REMAIN UNCHANGED.

12. 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 ALL COPIES TO U. S. MARSHAL

13. APPROVALS

A. LOCAL GOVERNMENT

<table>
<thead>
<tr>
<th>Signature</th>
<th>TITLE</th>
<th>DATE</th>
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B. FEDERAL GOVERNMENT

<table>
<thead>
<tr>
<th>Grants Specialist</th>
<th>Signature</th>
<th>11/01/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td></td>
<td>DATE</td>
</tr>
</tbody>
</table>
Incorporate the Department of Labor Wage Determination No. 2013-0191 (REV. 3), dated 06/19/2013. In accordance with FAR PART 52.222.43 (f), the County of Kames must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
**U.S. Department of Justice**  
United States Marshals Service

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<tr>
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6. Issuing Federal Agency  
United States Marshals Service  
Prisoner Operations Division  
Office of Contracts and Agreements  
2604 Jefferson Davis Hwy  
Alexandria, VA 22301

7. Local Government  
Karnes County Correctional Center  
810 Commerce Street  
Karnes City, Texas 78118

8. Appropriation Data  
15X1020

9. Per-Diem Rate  
$59.93

10. Guard/Transportation Hourly Rate  
$28.84

11. **THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE THE DEPARTMENT OF LABOR WAGE DETERMINATION AS NOTED ON PAGE 2 OF THIS MODIFICATION:**

The purpose of this modification is to adjust the current per diem rate of $52.00 to $59.93, and the current guard/transportation rate of $20.00 to $28.84 to reflect the incorporated Contract-Specific Wage Determination 2011-0191 (Rev. 3). Karnes County submitted a proper request for equitable adjustment for the new Wage Determination for Intergovernmental Agreement (IGA) Number 80-98-0024.

The equitable adjustment documentation was reviewed and determined to support a $7.93 adjustment to the per-day rate and an adjustment to $8.84 for the guard/transportation hourly rate which was agreed to by Karnes County and the USMS.

**EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.**

12. **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 ALL COPIES TO U.S. MARSHAL

13. **APPROVALS**

A. LOCAL GOVERNMENT  

signature  

County Judge  

[title]  

[DATE]

B. FEDERAL GOVERNMENT  

signature  

Grants Specialist  

[title]  

[DATE]  

APR 1 2014
Agreement Number: 80-98-0055

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**Fringe Benefits Required Follow the Occupational Listing**

This WD applies only to service employees who are employed on the detention services subcontract under the IGSA (or other contract) between ICE and Karnes County, TX for detention services, under the authority of the INA, in the above locality.

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<thead>
<tr>
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