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|---|---|---|--|---|----------|---------------------------------------|--------------------------|
| 1. AGREEMENT NUMBER J-B18-M-038 | | 2. EFFECTIVE DATE 2/1/83 | | 3. REQUISITION/PURCHASER/REQUEST NO. 3-2B18-347-077 | | 4. CONTROL NO. | |
| 5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER SUPPORT DIVISION 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102 | | | | 6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Hillsborough County Board of Criminal Justice P.O. Box 3371 Tampa, Florida 33601 | | FACILITY CODE(S) 4CC 4CB 4ML | |
| 7. APPROPRIATION DATA 1531020 | | | | Contact Person Area Code & Telephone No. ► | | | |
| 8. ITEM NO. | 9. SUPPLIES/SERVICES | | | 10. QUANTITY | 11. UNIT | 12. UNIT PRICE | 13. AMOUNT |
| (1) | This Agreement is for the housing, safekeeping and subsistence of federal prisoners, including guard services in accordance with the contents set forth herein. | | | ESTIMATED PRISONER DAYS/YEAR | | FIXED RATE | ESTIMATED ANNUAL PAYMENT |
| (2) | This Agreement consists of the following: (A) I-G-A Cover Page, Form #241 (B) Agreement Schedule, pages 2, 3 and 4. | | | 14,000 | PDs | \$33.50 | \$469,000.00 |
| | | | | ANNUAL GUARD HRS | | | |
| | | | | 200 | GHS | \$10.00 | \$ 2,000.00 |
| 14. AGENCY CERTIFYING <i>To the best of my knowledge and belief, data submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.</i> | | | | 15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER <u>Walter C. Heinrich</u> Date <u>6/2/83</u> (Signature) Sheriff Walter C. Heinrich, Ex. Dir. BCJ Name (Type or Print) Title (Signature) Date Name (Type or Print) Title | | | |
| 16. TYPE OF USE <input type="checkbox"/> Hold Over <input checked="" type="checkbox"/> Regular Support <input type="checkbox"/> Seasonal Support <input type="checkbox"/> Other | | 17. PRISONER TYPE TO BE INCLUDED UNSENTENCED SENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Juvenile Female <input checked="" type="checkbox"/> Aliens <input type="checkbox"/> Work Release <input type="checkbox"/> YCA Male <input type="checkbox"/> YCA Female | | 19. This Negotiated Agreement Is Hereby Approved And Accepted For THE UNITED STATES OF AMERICA BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE BY <u>J B Enders</u> SIGNATURE OF AUTHORIZING OFFICIAL | | | |
| 18. LEVEL OF USE <input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major | | 20. ANTICIPATED ANNUAL USAGE UNSENTENCED SENTENCED ALIENS TOTAL No. of Prisoners Prisoner Days Guard Hours | | 21. NAME OF AUTHORIZING OFFICIAL (Type or Print) Joseph B. Enders | | DATE SIGNED March 24, 1983 | |
| | | 14,000 1,800 100 15,900 200 200 | | | | | |

UNITED STATES MARSHALS SERVICE
AGREEMENT SCHEDULE
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ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service and other federal user agencies (the government) and Hillsborough County Board of Criminal Justice, Tampa, Florida (the County) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Hillsborough County Jail, Stockade, and County Camp (the facilities).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The County agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
2. The County agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the government.
3. The County agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

ARTICLE III - RECEIVING AND DISCHARGE

1. The County 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 County agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are reranded to custody by a U.S. Marshal may only be released to a U.S. Marshal or an agent specified by the U.S. Marshal of the Judicial District.
3. Government user agencies agree to maintain federal prisoner population levels at or below the level established by the facility administrator. The facility administrator may establish levels for each user agency.
4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical or emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

(Continued on Page No. 6)

ARTICLE IV - PERIOD OF PERFORMANCE

This Agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the County may suspend or restrict the use of the facility by any or all federal agencies by giving written notice to the U.S. Marshal

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and the affected user agency. Such notice will be provided 30 days in advance or the effective date of formal termination and at least two weeks in advance of a suspension of restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE V - ECONOMIC PRICE ADJUSTMENT

1. Payment rates shall be established on the basis of actual costs associated with the operation of the facility during a recent annual accounting period or upon an approved annual operating budget.
2. The rate may be renegotiated not more than once per year, after the Agreement has been effective for twelve months.
3. The County may initiate a request for a rate increase or decrease by notifying the U.S. Marshal in writing at least 60 days prior to the desired effective date of the adjustment. Each rate adjustment submitted must include a completed Basic Data Sheet and Certification Form available from the U.S. Marshal. The County agrees to provide additional cost information to support a rate increase and to permit an audit of accounting records upon request of the Marshals Service.
4. Criteria used to evaluate the increase or decrease in the per-capita rate shall be those specified in the federal cost standards for contracts and grants with State and local governments issued by the Office of Management and Budget.
5. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a Marshals Service Contracting Officer. The effective date will be established on the first day of a month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the U.S. Marshal.
6. Unless other justifiable reasons can be documented by the County, per diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VI - FINANCIAL PROVISIONS

1. The billing addresses of the agencies using this facility are as follows:

PAYOR

United States Marshal
234 U.S. Post Office & Courthouse
311 Monroe Street
Jacksonville, Florida 32201

Phone: (904) 791-2293

Immigration & Naturalization Service
311 North Stemmons Freeway
Dallas, Texas 75270

Phone: (214) 767-6090

Bureau of Prisons
Community Programs Manager
306 Federal Building
80 N. Hughey Avenue
Orlando, Florida 32801

Phone: (305) 420-6107

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2. The government shall reimburse the County at the fixed rate identified on page one of the agreement. The rate covers one person per prisoner day. The government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The County may bill for the day of arrival but not for the day of departure.

3. The County shall bill each federal agency for prisoner services provided on a monthly basis. Monthly billing shall list each federal prisoner, the specific dates of confinement for each, and the total days to be reimbursed, the agreed upon rate per day, and the total amount billed (total days multiplied by the rate per day).

ARTICLE VII - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the Marshals Service to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the Marshals Service and shall be returned to the custody of the Marshals Service upon termination of the agreement.

2. The County agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable property and to immediately report the loss or destruction of accountable property to the U.S. Marshal. Annual inventory reports will be provided by the County to the U.S. Marshal.

3. The suspension of use or restriction of bed space made available to the Marshals Service are agreed to be grounds for the recall and return of any or all government furnished property.

4. The dollar value of property provided each year will not exceed the annual dollar payment made by the Marshals Service for prisoner support.

ARTICLE VIII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the U.S. Marshals Service contracting officer and submitted to the County on form USM 241a for approval.

2. Disputes, questions or concerns pertaining to this agreement will be resolved between the U.S. Marshal and the appropriate County official. Unresolved issues are to be directed to the Chief, Prisoner Support Division, U.S. Marshals Service Headquarters.

ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. The County agrees to allow periodic inspections of the facility by U.S. Marshals Service Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement and levels of services.

2. The Marshals Service will endeavor to provide or acquire technical training and management assistance from other federal, state or local agencies or national organizations upon the request of the facility administrator.

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ARTICLE X - GUARD SERVICES

1. The County agrees, upon request of the federal agency in whose custody a prisoner is held, to provide:
 - a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care; and
 - b. Transportation and stationary guard services for federal prisoners committed to a medical facility.
2. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the County under their policies, procedures and practices. The County agrees to augment such practices as may be requested by the U.S. Marshal to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.
3. The user government agency agrees to reimburse the County for guard services at the rate established on page one (1) of this agreement.

ARTICLE XI - PLACES OF PERFORMANCE

Hillsborough County Jail
1301 Morgan Street
Tampa, Florida 33602

(813) 247-5466 CODE: 4CC

Hillsborough County Stockade
1512 North Clark Avenue
Tampa, Florida 33607

(813) 247-5561 CODE: 4ML

Hillsborough County Camp

1201 Orient Road
Tampa, Florida 33615

(813) 247-5931 CODE: 4CB

ARTICLE XII - GOVERNMENT REPRESENTATION

Pursuant to the authority of 28 U.S.C. §§ 517 and 518(b), the United States will offer legal representation to the local government, its officials and agents, in its capacity as a provider of services for the United States, in legal actions brought by federal prisoners housed by the local government in the facility pursuant to the provisions of the agreement, when such legal actions involve the conditions of confinement or incidents arising from such confinement, which occur while the federal prisoner is housed in said facility pursuant to the agreement. This representation is offered to protect the interests of the United States and it therefore shall extend only to the defense of those practices and conditions which are consistent with the practices and policies of the United States and the United States Marshals Service regarding treatment

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of Federal prisoners in local facilities, as determined by the United States on a case by case basis, after a review of the issues and facts involved. Included in this review will be a determination as to whether the actions of an official or agent of the local government being sued reasonably appear to have been performed within the scope of his authority. Under this provision, the Federal Government will provide legal representation only and will not indemnify the local government or its officers or agents if any money judgements are awarded against them.

ARTICLE III - RECEIVING AND DISCHARGE (Continued)

5. The facility administrator reserves the right to unilaterally refuse to accept any prisoner(s) when, in his judgment, such commitment could adversely affect the security and/or orderly administration of the confinement facility.

MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT

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| | | | |
|---------------------------------------|------------------------------------|---|----------------|
| 1. MODIFICATION NO. One (1) | 2. EFFECTIVE DATE 6/1/85 | 3. REQUISITION/PURCHASE REQUEST NO. 0108-B18-85 | 4. CONTROL NO. |
|---------------------------------------|------------------------------------|---|----------------|

| | |
|--|---|
| 5. ISSUING OFFICE <small>CODE</small> UNITED STATES MARSHALS SERVICE OPERATIONS SUPPORT DIVISION PROGRAM ADMINISTRATION BRANCH 1 TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102 | 6. ADMINISTERED BY (If other than block 5) <small>CODE</small> |
|--|---|

| | |
|--|--|
| 7. GOVERNMENT ENTITY <small>FACILITY CODE</small> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> (Street, city, county, state, and ZIP Code) Walter C. Heinrich, Sheriff of Hillsborough County P.O. Box 3371 Tampa, Florida 33601 </div> | 8. MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER. <u>J-B18-M-038</u> DATED <u>2/1/83</u> |
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9. ACCOUNTING AND APPROPRIATION DATA (If required)

1551020 (\$511,000)

10. DESCRIPTION OF MODIFICATION The purpose of this Modification is to incorporate the Prompt Payment Act, add the specific CAP language, and to increase the daily rate from \$33.50 to \$40.00 effective June 1, 1985.

1. On page 2 of 6, Article III, delete Paragraph 3 in its entirety and change Paragraph 4 to read Paragraph 3.
2. On page 2 of 6, delete Article IV 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 Project 5-18-85 is completed. The Local Government agrees to provide thirty-five (35) spaces for Federal user agencies each day until CAP Agreement is completed. Upon completion of the CAP Project the Local Government agrees to provide fifty (50) detention spaces for Federal user agencies 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. 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 of restriction of use unless an emergency situation requires the immediate relocation of federal prisoners.

3. On page 3 of 6, Article VI, delete paragraphs 2 and 3 and insert the following:

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 <u>Walter C. Heinrich</u> <small>(Signature of person authorized to sign)</small> | 14. UNITED STATES OF AMERICA BY <u>J. B. Enders</u> <small>(SIGNATURE OF AUTHORIZING OFFICIAL)</small> |
|---|--|

| | | | |
|--|-----------------|--|-----------------|
| 13. NAME AND TITLE OF SIGNER (Type or print) | 16. DATE SIGNED | 15. NAME OF AUTHORIZING OFFICIAL (Type or print) | 16. DATE SIGNED |
| | | Joseph B. Enders | 4/17/85 |

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

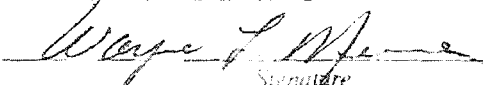
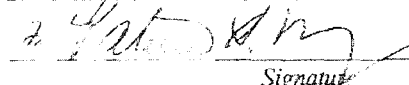
3. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-25.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date payment is made.

4. On page 4 of 6, Article VIII, delete paragraph 2 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 guaranteed detention space provided for in the CAP Agreement are to be directed to the Chief, Operations Support Division, U.S. Marshals Service Headquarters.

Modification of Intergovernmental Agreement

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|---|--|---|--|
| 1. MODIFICATION NO. <p style="text-align: center;">Two (2)</p> | | 2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">May 1, 1987</p> | |
| 3. ISSUING OFFICE <i>United States Marshals Service Operations Support Division Program Administration Branch One Tysons Corner Center McLean, Virginia 22102</i> | 4. LOCAL GOVERNMENT Hillsborough County Sheriff's Department P.O. Box 3371 Tampa, Florida 33601 | 5. IGA NO. J-B18-M-038 | 6. FACILITY CODE(S) <u>4CC</u> <u>4ML</u> |
| 7. ACCOUNTING CITATION <p style="text-align: center;">1571020</p> | | 8. FUNDING AMOUNT <p style="text-align: center;">\$574,875</p> | |
| 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: | | | |
| <p>The purpose of this Modification is to increase the jail day rate from \$40.00 to \$45.00 effective May 1, 1987.</p> | | | |
| 10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: | | | |
| A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT | | B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL. | |
| 11. APPROVALS: | | | |
| A. LOCAL GOVERNMENT  _____ Signature WAYNE L. MENNE, DIRECTOR FISCAL DIVISION TITLE DATE 6/24/87 | | B. FEDERAL GOVERNMENT  _____ Signature JOSEPH B. ENDERS, CHIEF Operations Support Division TITLE DATE 6/11/87 | |

Modification of Intergovernmental Agreement

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|---|--|--|---------------------------|
| 1. MODIFICATION NO. Three (3) | | 2. EFFECTIVE DATE OF MODIFICATION September 1, 1991 | |
| 3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210 | 4. LOCAL GOVERNMENT Hillsborough County Board of Criminal Justice P.O. Box 3371 Tampa, Florida 33601 | | 5. IGA NO. J-B18-M-038 |
| 7. ACCOUNTING CITATION 15X1020 | | 8. ESTIMATED ANNUAL PAYMENT \$1,270,200.00 | |
| 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 \$45.00 to \$58.00 effective September 1, 1991. | | | |
| 10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: | | | |
| A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT | | B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL | |
| 11. APPROVALS: | | | |
| A. LOCAL GOVERNMENT <u>Walter C. Heinrich</u> Signature Sheriff TITLE 09-20-91 DATE | | B. FEDERAL GOVERNMENT <u>Cecilyn W. Panto</u> Contract Specialist Program Administration Branch TITLE DATE | |

Modification of Intergovernmental Agreement

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|---|---|--|---------------------------|
| 1. MODIFICATION NO. Four (4) | | 2. EFFECTIVE DATE OF MODIFICATION March 1, 1994 | |
| 3. ISSUING OFFICE U. S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210 | 4. LOCAL GOVERNMENT Hillsborough County Board of Criminal Justice P. O. Box 3371 Tampa, Florida 33601 | | 5. IGA NO. J-B18-M-038 |
| | | 6. FACILITY CODE(S) 4CC 4CB 4ML | |
| 7. ACCOUNTING CITATION 15X1020 | | 8. ESTIMATED ANNUAL PAYMENT \$1,135,697.50 | |

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 per diem rate from \$58.00 to \$62.23 per day, and to incorporate the following clauses and additions in order to update the subject Agreement.

ARTICLE II - SUPPORT AND MEDICAL SERVICES

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

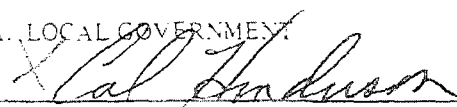

5. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the jail's responsibility to obtain these records before a prisoner is moved.

6. 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.

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

| | |
|--|--|
| A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT | B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL |
|--|--|

11. APPROVALS

| | | | |
|---|--|---|--|
| A. LOCAL GOVERNMENT  Signature Sheriff TITLE 4/18/94 DATE | | B. FEDERAL GOVERNMENT  Signature Contracting Officer TITLE 4/11/94 DATE | |
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Intergovernmental Service Agreement Schedule

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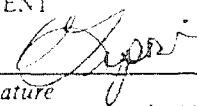
ARTICLE V - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

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

ARTICLE XIII - 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.

Modification of Intergovernmental Agreement

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|---|--|---|--------------------------------------|
| 1. MODIFICATION NO. <p style="text-align: center;">Five (5)</p> | | 2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">May 1, 1995</p> | |
| 3. ISSUING OFFICE U. S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210 | 4. LOCAL GOVERNMENT Hillsborough County Board of Criminal Justice SHERIFF'S OFFICE ✓ P.O. Box 3371 Tampa, Florida 33601 | 5. IGA NO. J-B18-M-038 | 6. FACILITY CODE(S) 4CC, 4CB, 4ML |
| 7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p> | | 8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">\$6,092,580</p> | |
| <p>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:</p> <p>The purpose of this Modification is to: (1) increase the jail day rate from \$62.23 to \$83.46 effective May 1, 1995, and (2) incorporate the following clauses and additions in order to update the subject IGA:</p> <p>A. On Page 2 of 6, under ARTICLE II, Paragraph 2., add last sentence, as follows:</p> <p style="padding-left: 40px;">"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."</p> | | | |
| 10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: | | | |
| A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT | | B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL | |
| 11. APPROVALS | | | |
| <p>A. LOCAL GOVERNMENT</p> <p style="text-align: center;"> Signature</p> <p>Sheriff, Hillsborough Co TITLE</p> <p style="text-align: right;">DATE</p> | | <p>B. FEDERAL GOVERNMENT</p> <p style="text-align: center;">Vicki Lipov  Signature</p> <p style="text-align: center;">Contracting Officer TITLE</p> <p style="text-align: right;">MAY 24 1995 DATE</p> | |

FISCAL APPROVAL
b6/b7C
Director 6/17/95

Approved As To Form And
Legal Sufficiency.
USMS HQ USE ONLY
b6/b7C

| Intergovernmental Service Agreement Schedule | IGA No. J-B18-M-038 | Page No. 2 of 2 |
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| <p>B. On Page 2 of 6, under ARTICLE II, add the following:</p> <p>7. The Local Government agrees to notify the U.S. Marshal as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.</p> <p>C. On Page 4 of 6, under ARTICLE IX, Paragraph 1., last sentence, add the following:</p> <p>The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA Agreement are:</p> <ol style="list-style-type: none">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.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. <p>E. On Page 4 of 6, under ARTICLE IX, delete Paragraph 2. in its entirety and rename ARTICLE IX, INSPECTIONS.</p> <p>F. On Page 5 of 6, under ARTICLE XII - Government Representation, delete in its entirety.</p> | | |

Modification of Intergovernmental Agreement

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| 1. MODIFICATION NO. Six (6) | | 2. EFFECTIVE DATE OF MODIFICATION September 1, 1996 | |
| 3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210 | 4. LOCAL GOVERNMENT Hillsborough County Sheriff's Office P. O. Box # 3371 Tampa, Florida 33601 | | 5. IGA NO J B18 M 038 |
| | | | 6. FACILITY CODE(S) 4CC |
| 7. ACCOUNTING CITATION 15X1020 | | 8. ESTIMATED ANNUAL PAYMENT | |
| 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 reduce the per diem rate from \$83.46 to \$80.27 for approximately 24 months to recover \$202,752 in overcharges from May 1, 1995 thru Aug 31, 1996. Thereafter the per diem rate will be \$81.33. | | | |
| 10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: | | | |
| A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT | | B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO U.S. MARSHAL | |
| 11. APPROVALS: | | | |
| A. LOCAL GOVERNMENT _____ Signature _____ TITLE DATE | | B. FEDERAL GOVERNMENT <u>Don Bassford</u> Signature Contracting Officer Don Bassford Sep 30, 1996 TITLE DATE | |

Modification of Intergovernmental Agreement

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|---|---|--|---|
| 1. MODIFICATION NO. <p style="text-align: center;">SEVEN (7)</p> | | 2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">January 1, 1997</p> | |
| 3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210 | 4. LOCAL GOVERNMENT Hillsborough County Sheriff's Office P.O. Box 3371 Tampa, FL 33601 | | 5. IGA NO. <p style="text-align: center;">J-B18-M-038</p> |
| | | | 6. FACILITY CODE(S) <p style="text-align: center;">4CC</p> |
| 7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p> | | 8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">N/A</p> | |
| 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: <p style="margin-left: 40px;">The purpose of this modification is to delete Article X, on page 5 of 6 in its entirety and replace with Article X and X-A attached.</p> <p style="margin-left: 40px;">Also, this modification will set the Guard and Transportation rate at \$20.94 per hour, per guard.</p> <p style="margin-left: 40px;">Incorporate the following clauses and additions:</p> <p style="margin-left: 40px;"><u>ARTICLE X - GUARD SERVICES</u></p> <p style="margin-left: 40px;">1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:</p> <p style="margin-left: 80px;">a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and (continued)</p> | | | |
| 10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: | | | |
| A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT | | B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL | |
| 11. APPROVALS: | | | |
| A. LOCAL GOVERNMENT <hr style="border: none; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;"><i>Signature</i></p> <hr style="border: none; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">TITLE DATE</p> | | B. FEDERAL GOVERNMENT <hr style="border: none; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">Don Bassford</p> <p style="text-align: center;"><i>Signature</i></p> <hr style="border: none; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;"><i>Contracting Officer</i></p> <hr style="border: none; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">TITLE DATE</p> | |

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| Intergovernmental Service Agreement Schedule | IGA No. J-B18-M-038 | Page No. <u>2</u> of <u>3</u> |
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b. Transportation and stationary guard services for federal prisoners committed to a medical facility.

2. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.

3. The user government agrees to reimburse the local government for guard services at the rate established on page one (1) of this agreement.

ARTICLE X-A - TRANSPORTATION AND GUARD SERVICES

1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility, or any other Sheriff's office facilities specified and agreed upon by both parties.

The Local Government agrees to the following:

a. Transportation and escort guard services will be performed by [REDACTED] qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;

b. The Local Government will not transport federal prisoners to any facility without a specific request from the USM who will provide the prisoner's name, the facility, and the date prisoner is to be transported.

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

3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment

Intergovernmental Service Agreement Schedule

IGA No.
J-B18-M-038

Page No.
3 of 3

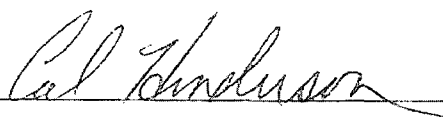
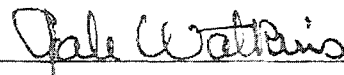
such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.

4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.

5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

6. The user government agrees to reimburse the local government for Transportation Services at the rate established on page one (1) of this agreement.

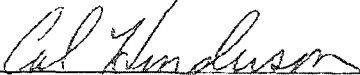

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| 1. MODIFICATION NO. Eight (8) | 2. REQUEST FOR DETENTION SERVICES NO. 020-04 | 3. EFFECTIVE DATE OF MODIFICATION January 19, 2004 |
| 4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION PROGRAMS & ASSISTANCE BR. WASHINGTON, DC 20530-1000 | 5. LOCAL GOVERNMENT Hillsborough County Sheriff's Department P. O. Box 33712 Tampa, FL 33601 | |
| 8. ACCOUNTING CITATION 15X1020 | | 9. ESTIMATED ANNUAL PAYMENT \$2,817,800.00 |
| <p>10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to decrease the current per diem rate from \$80.27 to a temporary rate of \$77.20 for a period of six months effective January 19, 2004 and expiring on July 18, 2004.</p> <p>This modification also changes the IGA number from J-C19-M-737 to 18-04-0008.</p> | | |
| 11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: | | |
| A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT | B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL | |
| 12. APPROVALS | | |
| <p>A. LOCAL GOVERNMENT</p> <p><u>[Signature]</u> SHERIFF</p> <p>TITLE DATE <u>3/4/04</u></p> | <p>B. FEDERAL GOVERNMENT</p> <p><u>[Signature]</u> Gale Watkins, Grants Specialist</p> <p>TITLE DATE <u>2/2/04</u></p> | |

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| 1. MODIFICATION NO. Nine (9) | 2. REQUEST FOR DETENTION SERVICES NO. 069-04 | 3. EFFECTIVE DATE OF MODIFICATION March 1, 2004 |
| 4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION PROGRAMS & ASST. BRANCH WASHINGTON, D.C. 20530-1000 | 5. LOCAL GOVERNMENT Hillsborough County Sheriff's Department P.O. Box 33712 Tampa, FL 33601 | 6. IGA NO. 18-04-0008 |
| | | 7. FACILITY CODE(S) 4CC |
| 8. ACCOUNTING CITATION 15X1020 | 9. ESTIMATED ANNUAL PAYMENT N/A | |
| 10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION: The purpose of this modification is to incorporate Article XVI, Guard/Transportation Services to U.S. Courthouse into the current Intergovernmental Agreement and establish an hourly rate of \$32.48. Mileage will be reimbursed at the current GSA rate. | | |
| 11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: | | |
| A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT | | B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL |
| 12. APPROVAL | | |
| A. LOCAL GOVERNMENT | | B. FEDERAL GOVERNMENT |
|  Signature <u>Sheriff</u> <u>9-15-2004</u> TITLE DATE | |  Signature Gale Watkins Grants Analyst <u>7/2/04</u> TITLE DATE |

ARTICLE XVI - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:
 - a. Transportation and escort guard services will be performed by b7E qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;
 - b. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;
 - c. The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.
2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.
3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.
4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.
6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Modification of Intergovernmental Agreement

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| 1. MODIFICATION NO. Ten (10) | 2. REQUEST FOR DETENTION SERVICES NO. 020-04 | 3. EFFECTIVE DATE OF MODIFICATION July 1, 2004 |
| 4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION WASHINGTON, D.C. 20530-1000 | 5. LOCAL GOVERNMENT Hillsborough County Jail P.O. Box 3371 Tampa, FL 33601 | 6. IGA NO. 18-04-0008 7. FACILITY CODE(S) 4CC, 4CB, 4ML |
| 8. ACCOUNTING CITATION 15X1020 | 9. ESTIMATED ANNUAL PAYMENT \$4,780,000.00 | |
| 10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION: <p style="text-align: right;">October 1, 2004 DWP</p> <p>The purpose of this modification is to establish a fixed per diem rate of \$65.48 effective July 1, 2004. The rate of \$65.48 replaces the previous temporary rate of \$77.20.</p> | | |
| 11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: | | |
| A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT | B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL. | |
| 12. APPROVAL | | |
| A. LOCAL GOVERNMENT  _____ Signature <u>SHERIFF</u> <u>10/11/04</u> _____ TITLE DATE | B. FEDERAL GOVERNMENT  _____ Signature Gale Watkins Grants Analyst <u>8/27/04</u> _____ TITLE DATE | |