

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN EL PASO COUNTY, TEXAS AND
SUMMERILL LAW FIRM, PLLC,
FOR CONSULTANT AND LEGAL SERVICES**

THIS AGREEMENT is made by and between **EL PASO COUNTY, TEXAS** hereinafter referred to as the “County” and **SUMMERILL LAW FIRM, PLLC**, whose principal address is **1250 Connecticut Avenue, NW Suite 700, Washington, DC 20036** hereinafter referred to as the “Contractor.”

WHEREAS, the County requires the services of Contractor to assist the County in reviewing federal regulations and then negotiating with the United States Marshal Service (USMS) a new per diem and transportation/ guard service rate for IGA 80-99-0067 that governs the County’s housing of federal prisoners in the El Paso County Detention Center; and

WHEREAS, Contractor possesses the unique qualifications and legal expertise to assist the County with developing a new per diem rate and transportation/ guard service rate and re-negotiating or modifying IGA 80-99-0067; and

WHEREAS, the County requires the services of Contractor and Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

- A. Upon receipt of a notice to proceed from the County, Contractor shall perform the Scope of Work as follows:
 - a) Contractor will work with El Paso County staff to collect all allowable and allocable economic data regarding the costs associated with the current and future operation of the El Paso County Detention Center. This will include FY 2025 through FY 2028 cost data, equal to the 36-month term of the County’s new USMS IGA.
 - b) Contractor will prepare El Paso County’s application to USMS, ensuring that it is in compliance with the U.S. Office of Management & Budget Circular 200; Chapter XXVIII – Department of Justice (2 CFR 200) and Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553). Contractor will also calculate a new transportation / hospital guard rate, as well as a rate for guards participating in video court.
 - c) Contractor will then present to the County a draft application to submit to USMS. Contractor will also research neighboring Federal per diem rates and make a strategic recommendation.
 - d) Upon El Paso County’s approval, Contractor will work with the Sheriff’s Office to upload the supporting cost data and operational data (for the new per diem rate and the new transportation / guard service rate) to USMS through the FBI LEEP (Law

Enforcement Enterprise Portal) website and start working with USMS officials to ensure that County's application is reviewed and negotiated in a timely manner.

- e) Contractor will work with the USMS grants officer as he or she reviews the County's cost and operational data, answering all questions raised regarding the application and provide corresponding answers.
- f) Contractor will negotiate directly with USMS, and include any County representative selected by County. Contractor will supply the Federal government with all necessary data and back up material to support the per diem rate requests.
- g) Once the County and USMS agree upon new rates, Contractor will work with the USMS grants officer to answer any remaining questions during the finalization process.
- h) Contractor will provide a legal review of the final draft IGA and recommend whether El Paso County should execute the new agreement or seek changes in the IGA language.

2. ADVISORY TEAM FOR THE EL PASO COUNTY PROJECT.

For this project, the advisory team will be made up:

Joseph Summerill is the Director of Summerill Law, PLLC. Joe specializes in submitting proposals and negotiating Intergovernmental Service Agreement with the Department of Justice's United States Marshals Service and the Department of Homeland Security's Immigration and Customs Enforcement. Before starting his own company, Mr. Summerill was the chief contracts attorney for the U.S. Department of Justice, Federal Bureau of Prisons, assisting the agency on the negotiation, award, and administration of inter-governmental agreements.

Michele Sharpe is the Paralegal at Summerill Law, PLLC. Michele has an advanced understanding of how to build per diem rates that are in compliance with U.S. Office of Management & Budget Circular 200; Chapter XXVIII – Department of Justice (2 CFR 200) and Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553).

Robyn Green will be the Senior Grants Specialist on this project, while Will Critchfield will be the Junior Grants Specialist. Both Robyn and Will are specialist in the preparation and submission of Intergovernmental Service Agreement applications to the US Marshals Service.

Stuart R. Schwartz, ScottHulse PC will serve as local counsel on this project. Among his practice areas, Mr. Schwartz engages in state and local government law. He is a member of the State Bar of Texas.

3. GOALS OF CONTRACTOR.

USMS prisoners are housed in the El Paso County Detention Center under IGA # 80-99-0067. The County's current per diem rate is \$101.00 and was last updated in March 2021. At that time, USMS also awarded a transportation / hospital guard service rate of \$39.00.

The Contractor has now calculated a preliminary per diem rate of \$120.34, which -- based on the Detention Center housing 120 USMS -- will generate approximately \$850,000.00 in new additional annual monies for El Paso County. *Attached is a preliminary analysis.* The new USMS IGA will have a term of 36 months, which means that the County will generate approximately \$2.5 million in new additional monies over the term of the IGA. NOTE: The County has identified additional jail operating costs that were not included in the Contractor's calculations and are anticipated to increase the per diem rate above \$120.34.

Since El Paso last updated the Detention Center's rates, the Marshals have changed their internal process so that new rates are now only awarded in the months of November; February; May and August. The Marshals are also now requiring a minimum of 120 days to review and negotiate new rates. Contractor shall be entitled to at least 60 days to prepare and submit the County's application to the Marshals.

4. COMPENSATION.

4.1 Legal Services Rates.

As compensation for the legal services to be performed by Contractor in this case, the County agrees to pay for services actually rendered at the hourly rates as follows:

Joseph Summerill - \$650.00 per hour

Michele Sharpe - \$425.00 per hour

Robyn Green - \$350.00 per hour

Will Critchfield - \$275.00 per hour

Stuart Schwartz - \$550.00 per hour

These rates reflect the complexity of the project; the time frame in which the County wants the project completed; and the skills required by the Contractor to perform the service. The bulk of the work on this project will be performed by the Grant Specialists under the supervision of Ms. Sharpe and Mr. Summerill. The total fee for services shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

4.2 Payment Process

- a. All Statements for legal services and expenses incurred shall be submitted in writing to the County Attorney's Office on a monthly basis. The County Attorney will review the bill amount and submit the bill for payment on a monthly basis upon a determination that all charges are necessary and proper. In submitting these statements to the County Attorney's Office, Contractor is certifying the following: that invoices have been carefully reviewed for detail description of the services performed, that the legal services have been performed in compliance with the Agreement, that the charges and expenses shown on the invoice are reasonable and necessary and that all appropriate and required supporting documentation is attached.
- b. It is understood that the County shall be entitled to the reimbursement of attorney's fees and/or costs should same be recovered by any legal remedy by Counsel in connection with this matter.

4.3 Expenses

Contractor will not incur any expenses on behalf of the County without its prior consent with the exception of customary and routine fees such as runner and courier fees, court filing fees, copying charges, and long distance telephone charges that are necessary to perform the legal services set forth in this Agreement.

5. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties and shall terminate thirty calendar days upon the County's execution of a new per diem and transportation/ guard service rate for IGA 80-99-0067, unless earlier terminated pursuant to Section 6 (Termination).

6. TERMINATION

- A. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 calendar days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 calendar days, the breaching party shall have 10 business days to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. The County may terminate this Agreement for without cause upon ten (10) business days' written notice. The County shall pay the Contractor for any Contractor fees incurred prior to the effective date of the termination.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

In consideration for the services described above, the Parties agree that Contractor may represent other local governments (including those in Texas) seeking to renegotiate IGA per diem rates with U.S. Marshals Service and / or Immigration & Customs Enforcement.

9. BOYCOTT OF ISRAEL

To the extent that this law applies in Texas, Contractor represents and warrants that in accordance with Section 2271.002 of the Texas Government Code, by signature hereon, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

10. NON-APPROPRIATION OF FUNDS

Contractor acknowledges that funding to pay for the professional services referenced herein is subject to annual appropriations by Customer's governing body, and any termination, liability, indemnity, other provision in the Terms to the contrary does not apply to the County. In the event such funds are not appropriated in any fiscal year for support and services, County may terminate the agreement between the parties upon no less than 10 business days prior written notice without incurring any termination liability or penalty.

11. INDEMNIFICATION.

CONTRACTOR SHALL INDEMNIFY OR HOLD HARMLESS THE COUNTY FROM CLAIMS AND LIABILITIES RESULTING FROM NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS ATTORNEYS OR PERSONS EMPLOYED BY THE ATTORNEY OR CONTRACTOR.

12. SEVERABILITY.

Should a portion of this Agreement be declared invalid or unenforceable by a judgement or decree of a competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of the bargain or renders this Agreement meaningless.

13. VENUE.

The laws and remedies of the State of Texas apply the Terms between the parties, Texas choice of law or conflicts of law provisions notwithstanding. Venue is in El Paso County, Texas.

14. PUBLIC INFORMATION ACT.

This Agreement and all time and expense records required under this section are public information subject to required public disclosure under Texas Government Code Chapter 552.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of March 17, 2025.

EL PASO COUNTY

Ricardo Samaniego
El Paso County Judge

Date

CONTRACTOR
SUMMERILL LAW FIRM, PLLC:



Joseph Summerill
Summerill Law Firm, PLLC

MARCH 12, 2025
Date