

summerill

federal IGA solutions for local jails

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October 30, 2025

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Sheriff Calvin Boyd
Burnet Sheriff's Office
1901 E Polk Street
Burnet, TX 78611

Subject: PROPOSAL To Assist Burnet County Prepare / Submit Application
To US Marshals Service and Then Negotiate New Per Diem Under
Intergovernmental Service Agreement # 80-11-0007

Dear Sheriff Boyd:

I appreciate your consideration of the Summerill Law Firm, PLLC for calculating and negotiating a new per diem rate for housing U.S. Marshals Service (USMS) prisoners in the Burnet County Jail under Intergovernmental Agreement (IGA) # 80-11-0007. The following proposal, if accepted, will serve as the contract between the Summerill Law Firm, PLLC and Burnet County, TX for this project.

STATEMENT OF WORK FOR THE BURNET COUNTY PROJECT.

- The Summerill Law Firm shall work with the Burnet County Sheriff's Office ("BCSO") staff and other county officials to collect all allowable and allocable economic data regarding the costs associated with the current and future operation of the Burnet County Jail. This will include FY 2026 through FY 2029 cost data, equal to the term of the County's new USMS IGA.
- Mr. Summerill's team will then build the County's new federal per diem rate, utilizing various methodologies in compliance with the U.S. Office of Management & Budget Circular 200; Chapter XXVIII – Department of Justice (2 CFR 200) and Section 119 of



Burnet County, Texas
US Marshals Service IGA # 80-11-0007 Project
October 30, 2025
Page 2

the Department of Justice Appropriations Act of 2001 (Public Law 106-553). We will also calculate a new transportation / hospital guard rate for the Sheriff's Office.

- Mr. Summerill will then present to Sheriff Boyd a draft application for submission to USMS. We will also research other counties similarly situated Federal per diem rates and make a strategic recommendation regarding the submittal of the Jail's application to USMS.

If for any reason, Burnet County chooses not to submit to USMS the application prepared by Summerill, then no fee shall be paid to the Summerill Law Firm. Under such circumstances, all our work product shall remain the exclusive property of Summerill. Work product does not include the data/information provided to Summerill.

- Upon the Sheriff's approval, Summerill will then work with the Sheriff's Office to upload the supporting cost data and operational jail data to USMS through the FBI LEEP (Law Enforcement Enterprise Portal) website and start working with USMS officials to ensure that Sheriff's application is reviewed and negotiated in a timely manner.
- We will work with the USMS grants officer as she reviews our cost and operational data, answering all questions raised regarding the application and provide them with answers.
- Summerill will then partner with the Sheriff Boyd to conduct the actual negotiations with USMS. Summerill will also supply the Federal government with all necessary data and back up material to support the per diem rate requests.
- Once Burnet County and USMS agree upon new rates, Summerill will work with the grants officer to answer any remaining questions during the finalization process.
- Summerill will also review the final draft IGA and recommend whether the County should execute the new agreement or seek changes in the IGA language.

Burnet County may terminate this agreement at any time and choose a different firm to represent it in obtaining a new IGA with USMS. Under such circumstances, all our work product shall remain the exclusive property of Summerill. Work product does not include the data/information provided to Summerill.

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Burnet County, Texas
US Marshals Service IGA # 80-11-0007 Project
October 30, 2025
Page 3

TEAM PROVIDING SERVICES TO BURNET COUNTY.

Joe Summerill is the Managing Principal of Summerill Law Firm, PLLC. Joe specializes in federal government contracts related to the Department of Justice's Federal Bureau of Prisons, United States Marshals Service and the Department of Homeland Security's Immigration and Customs Enforcement. He has over twenty years of experience in negotiating federal contracts and IGAs.

Michele Sharpe is the Senior Grants Officer for the Summerill Law Firm, PLLC. Michele specializes in the preparation and submission of Intergovernmental Service Agreement applications to the US Marshals Service and Immigration & Customs Enforcement.

Kane Smith is the Principal of KPI Strategic and will serve as a subcontractor for this project.

GOALS FOR THIS PROJECT.

U.S. Marshals Service prisoners are housed in the Burnet County Jail pursuant to Inter-Governmental Agreement # 80-11-0007 last updated October 2022. At that time, the County agreed to a per diem rate of \$80.00. Our draft analysis indicates that the County can now negotiate a new per diem rate of \$100.00 (or higher). However, we anticipate this rate will be higher after we add costs from capital improvement projects for the Jail. Nevertheless, with an average daily population of 100 USMS prisoners housed at the Jail, this new per diem rate will generate \$750 K in new additional annual revenue. The County's new IGA with the Marshals will have a term of 36 months, meaning that Burnet will generate approx. \$2.3 M in new additional revenue over the term of the IGA.

COMPENSATION FOR CALCULATING & NEGOTIATING NEW PER DIEM.

In consideration for the scope of work described above, the Parties agree that the Summerill Law Firm, PLLC shall be paid a one-time fee equal to ninety (90) calendar days' worth of the difference between the amount the Burnet County invoices the federal government under the new IGA per diem rate / transport / hospital guard service rate, and the amount the County would have otherwise invoiced the federal government under its current IGA per diem rate of \$80.00.

If the Summerill Law Firm, PLLC cannot negotiate a per diem rate higher than \$80.00, then no fee shall be paid to them.



Burnet County, Texas
US Marshals Service IGA # 80-11-0007 Project
October 30, 2025
Page 4

Once the IGA is implemented, the Burnet County Sheriff's Office shall identify for the Summerill Law Firm, PLLC the number of federal prisoners held in the Burnet County Jail during the first ninety (90) calendar days for which Burnet County received the increased per diem rate. The County shall also provide Summerill the number of transportation / hospital guard service hours performed by the Sheriff's Office during the ninety (90) day period..

Using this data, Summerill will then prepare and submit one invoice which shall state: "For Services Rendered to Burnet County, Texas In Connection With the Formation and Execution of IGA # 80-11-0007 Between Burnet County and the U.S. Marshals Service."

Burnet County shall pay Mr. Summerill's invoice within thirty (30) days of receipt.

If hired in November 2025, Summerill will work towards a February 1, 2026 effective date for the County's new U.S. Marshals per diem and transportation / hospital guard service rates.

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

ADDITIONAL CLAUSES.

No Obligation to Proceed: The Summerill firm acknowledges and agrees that Burnet County and BCSO are not obligated to actually use the Summerill firm's IGA Application in the presentation to DOJ for pricing.

No partnership: It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or agency relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, agency relationship, partnership or joint venture.

Compliance with Laws and Regulations: Firm covenants and agrees that it shall not engage in any unlawful activities or unauthorized use of the County or BCSO's economic data. Firm further agrees that it shall not permit its officers, agents, servants, employees to engage in any unlawful conduct or use of the County's or BCSO economic data for any other purpose other than this project. Unlawful or unauthorized use of the County or BCSO's economic data itself shall constitute a breach, and this Agreement shall immediately terminate.



Burnet County, Texas
US Marshals Service IGA # 80-11-0007 Project
October 30, 2025
Page 5

Governing Laws and Venue: This Agreement and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under or relative to this Agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state court situated in Burnet County, Texas; and the parties submit to the in personal jurisdiction thereof and waive any objections they may have as to jurisdiction or venue in any such court.

No other Agreements: This Agreement contains the entire understanding of the parties here to relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

EXIRATION OF OFFER.

This Offer expires on November 30, 2025.

Thank you again for your consideration of hiring the Summerill Law Firm, PLLC for this project. Upon your approval, we will move forward.

A handwritten signature in blue ink, appearing to read "J. Summerill".

JOSEPH SUMMERILL
202-261-6540

Accepted and agreed to this ____ day of _____, 2025 for Burnet County, Texas.

By: _____

Title: _____