

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. ONE (1)	2. REQUEST FOR DETENTION SERVICES NO. 317-02	3. EFFECTIVE DATE OF MODIFICATION 9/1/02
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION Attn: Debra Browne Washington, DC 22202	5. LOCAL GOVERNMENT Boone County Boone County Detention Center 2950 E. Washington Street Burlington, KY 41005	6. IGA NO. 32-02-0110
		7. FACILITY CODE(S) 4YX
8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT	
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>The purpose of this modification is to change the IGA No. to 32-02-0110 and change the mileage rate to the current GSA approved rate.</p> <p>Delete the reference to the mileage rate of \$.31 as shown in block 12 and add the following to Block 9 of FORM USM-241 dated Oct. 9, 1996:</p> <p>"Mileage reimbursement per GSA Travel Regulations"</p> <p>The Intergovernmental Agreement J-B32-M-211 is canceled and the new number is stated in Block No. 6 above.</p>		
11. 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
12. APPROVALS		
A. LOCAL GOVERNMENT <u>Edward Pender</u> Signature <u>Boone B Sailer</u> <u>10/29/02</u> TITLE DATE		B. FEDERAL GOVERNMENT <u>Debra Browne</u> Signature <u>Debra Browne</u> <u>9-4-02</u> Contracting Officer TITLE DATE

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. ONE (1)		2. EFFECTIVE DATE OF MODIFICATION March 1, 1997	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210		4. LOCAL GOVERNMENT Boone County Detention Center 2950 E. Washington Square Burlington, KY 41005	
		5. IGA NO. J#B32-M-211	
		6. FACILITY CODE(S) 4YX	
7. ACCOUNTING CITATION 15X1020		8. ESTIMATED ANNUAL PAYMENT Additional \$94,717.50	
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:			
<p>The purpose of this modification is to increase the per diem rate from \$36.00 to \$44.65 effective March 1, 1997.</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 <u>John Schepit</u> Signature <u>Jashev</u> TITLE <u>3/7/97</u> DATE		B. FEDERAL GOVERNMENT Vicki Lipov Signature <u>[Signature]</u> Contracting Officer TITLE FEB 18 1997 DATE	

Form USM-241a
(Rev. 3/96)

~~USMS HQ USE ONLY~~

United States Department of Justice
United States Marshals Service

Intergovernmental Service Agreement
Housing of Federal Prisoners

Page 1 of 12

1. AGREEMENT NUMBER J-E32-M-211		2. EFFECTIVE DATE 10 / 1 / 96		3. REQUISITION/PURCHASER/REQUEST NO. 162-96		4. CONTROL NO.	
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210				6. GOVERNMENT ENTITY NAME AND ADDRESS <i>(Street, city, county, State and ZIP code)</i> Boone County Detention Center 2950 E. Washington Square Burlington, KY 41005		FACILITY CODE(S) 4YX	
7. APPROPRIATION DATA 15X1020				Contact Person b6,b7c Jail Administrator Area Code & Telephone No. (606) b6,b7c			
8. ITEM NO.	9. SUPPLIES/SERVICES			10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
	This Agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners including transportation and guard services in accordance with the contents set forth herein.			ESTIMATED USMS PRISONER DAYS/YR. 10,950	PDB	PER DIEM RATE \$36.00 (9/1/91)	ESTIMATED ANNUAL PAYMENT \$394,200
				ESTIMATED GUARD HRS 1,000	GHS	\$15.00	\$ 15,000
				2,000	MIS	\$.31	\$ 620
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 Date 10/28/96 <i>(Signature)</i> b6,b7c Boone County Jailer Name (Type or Print) Title b6,b7c Date 10-27-96 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 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 <i>[Signature]</i> <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
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 <i>(Type or Print)</i> Vicki Lipov		22. DATE SIGNED OCT, 9 1996	

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211

Page No.
2 of 12

ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service (USMS) and other federal user agencies (the Federal Government) and Boone County (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at the Boone County Detention Center (the facility).

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

1. Neither this agreement nor any interest therein, may be assigned, or transferred to any other party without prior written approval by the USMS.
2. None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.
3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.
4. The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the Government.

ARTICLE III - SUPPORT AND MEDICAL SERVICES

1. The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
2. The Local Government 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

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211Page No.
3 of 12

services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government. The Federal Government shall reimburse the Local Government for these costs. 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.

3. The Local Government 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.

4. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three to seven days of prescription medication which will be dispensed from 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 detention facility's responsibility to obtain them before a federal 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.

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.

ARTICLE IV - RECEIVING AND DISCHARGE

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

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

3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211Page No.
4 of 12

4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE V - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This agreement shall remain in effect for a period of twenty (20) years after the project(s) listed in Schedule B of CAP Agreement No. 05-32-96 is completed. The Local Government agrees to provide twenty-five (25) bedspaces for Federal prisoners, until the completion of the projects listed in Schedule B and for thirty (30) bedspaces in USMS custody, each day upon the request of the U.S. Marshal commencing on the date of completion and activation of all projects listed in the above mentioned CAP Agreement. After the twenty (20) 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 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 or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

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

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

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

4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be obtained from the USM. The Local Government agrees to provide

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211

Page No.
5 of 12

additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USM.

5. Criteria used to evaluate the increase or decrease in the per diem 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.

6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Contract Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the USM.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agencies listed below for certification and payment.

United States Marshals Service
P.O. Box 30
Lexington, KY 40507
(606) 233-2513

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

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

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211Page No.
6 of 12

a nonworking day (e.g. Saturday, Federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS agency are responsible for the management and fiscal control of all funds.

Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both Federal Funds and all matching funds of State, local and private organizations. State and local recipients shall expend and account for funds in accordance with State laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR) Part 66 and current revisions of Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments.

2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR Part 66 and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.

3. Requests for prior approval must be in writing and justified with an explanation to permit review of the allowability of the costs. The requests are to be submitted:

- a. Through inclusion in the application; or
- b. As a separate written request to the USMS.

4. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmate populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211

Page No.
7 of 12

assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR Part 66 and OMB Circular A-110, all financial records, supporting documents, statistical records and other records pertinent to contracts or sub-awards awarded with CAP funds shall be retained by each organization participating in the program or project for at least 3 years for purposes of Federal examination and audit.

2. The 3-year retention period set forth in paragraph 1. above, starts from the date of the submission of the final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

4. Delinquent debt collection: The USMS will hold recipient accountable for any overpayment, audit disallowance or any breach of this agreement that results in a debt owed to the Federal Government. The USMS agency shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

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

2. The Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable property as well as controlled excess property. Such property

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211

Page No.
8 of 12

cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the U.S. Marshal and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000.00 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.

3. The suspension of use or restriction of bedspace made available to the 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 USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Operations Division.

5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

ARTICLE XII - 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 USMS Contracting Officer and submitted to the Local Government on form USM 241a for approval.

2. Questions or concerns pertaining to this agreement (other than CAP space guarantees) will be directed to the U.S. Marshal. CAP space guarantee questions along with other unresolved issues are to be directed to the Chief, Prisoner Operations Division, USMS Headquarters.

ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211Page No.
9 of 12

improvements to facility operations, conditions of confinement and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA Agreement are:

1. Adequate, trained jail staff will be provided 24 hours a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24 hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail will provide 24-hour emergency medical care for prisoners.
5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE XIV - CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211Page No.
10 of 12

2. Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:

- (a) Using his or her official position for private gain;
- (b) Giving preferential treatment to any person;
- (c) Losing complete independence or impartiality;
- (d) Making an official decision outside official channels;
or
- (e) Affecting adversely the confidence of the public in the integrity of the Government or the program.

ARTICLE XV - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The local government agrees, upon request of the federal 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.
- c. Within the first twenty-four (24) hours, the Federal Government will provide the guard services.

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 U.S. Marshal to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.

3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the U.S. Marshals Service. 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 U.S. Marshals Service.

4. Furthermore, the Local Government agrees to hold harmless and indemnify the U.S. Marshals Service, and its officials in their official and individual capacities from any liability, including third party liability or workers' compensation, arising from the

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211

Page No.
11 of 12

conduct of the local jail employees during the course of transporting Federal prisoners on behalf of the U.S. Marshals Service.

5. The Federal Government agrees to reimburse the Local Government at the rate stipulated on Page one (1) of this Agreement.

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

1. The Local Government agrees upon request of the U.S. Marshal 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 at least two (2) armed qualified officers employed by the Local Government under their policies, procedures and practices, and will augment such practices as may be requested by the U.S. Marshal to enhance specific requirements for security, prisoner monitoring, and contraband control;
- (b) Upon arrival at the Courthouse, transportation and escort guards 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 U.S. Marshal who will provide the prisoner's name, the U.S. Courthouse; and the date prisoner is to be transported.

2. Each prisoner will be restrained in hand cuffs, 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 U.S. Marshal 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 U.S. Marshals Service. 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

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No.
J-B32-M-211

Page No.
12 of 12

continue to act on behalf of the Local Government in providing transportation to Federal prisoners on behalf of the U.S. Marshals Service.

5. Furthermore, the Local Government agrees to hold harmless and indemnify the U.S. Marshals Service, 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 U.S. Marshals Service.

6. The Federal Government agrees to reimburse the Local Government at the rate specified on Page one (1) of this Agreement.

13/23/2003 15:35 21652 54

US IMMIGRATIC

PAGE 02

United States Department of Justice
United States Marshals Service

Intergovernmental Agreement
Housing of Federal Prisoners

Page 1 of 5

1. AGREEMENT NUMBER J-B32-M-211	2. EFFECTIVE DATE 2 / 1 / 86	3. REQUISITION/PURCHASER/REQUEST NO. 0172-B32-86	4. CONTROL NO.
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER SUPPORT DIVISION CONTRACTS BRANCH 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102		6. GOVERNMENT ENTITY NAME AND ADDRESS (St, city, county, State and ZIP code) Boone County Detention Center P.O. Box 332 Burlington, Kentucky 41005	
7. APPROPRIATION DATA 1561020		Contact Person : [redacted] Jailer Area Code & Telephone No. ▶ (606) [redacted]	

8. ITEM NO.	9. SUPPLIES/SERVICES	10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
	This Agreement is for the housing, safekeeping and subsistence of adult and juvenile male and female federal prisoners including guard services in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER DAYS/YR.		FIXED RATE	ESTIMATED ANNUAL PAYMENT
		7,300	PDs	\$31.00	\$226,300
		ESTIMATED GUARD HOURS/YR.			
		250	HRS	\$ 7.50	\$ 1,875

14. AGENCY CERTIFYING

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.

15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER

[redacted] b6,b7c
Date 7-17-86

[redacted] b6,b7c - Racine (C. J. Jailer)
Name (Type or Print) Title
(Signature) Date
Name (Type or Print) Title

16. TYPE OF USE

Hold Over
 Regular Support
 Seasonal Support
 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 checked="" type="checkbox"/> Juvenile Male	<input type="checkbox"/> Juvenile Male
<input checked="" type="checkbox"/> Juvenile Female	<input type="checkbox"/> Juvenile Female
<input type="checkbox"/> Aliens	<input type="checkbox"/> Work Release
	<input type="checkbox"/> YCA Male
	<input type="checkbox"/> YCA Female

18. LEVEL OF USE

Minimum
 Medium
 Major

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 [Signature] J.B. Enders
(SIGNATURE OF CONTRACTING OFFICER)

20. ANTICIPATED ANNUAL USAGE

	UNSENTENCED	SENTENCED	ALIENS	TOTAL
No. of Prisoners	20			20
Prisoner Days	7,300			7,300
Guard Hours	250			250

21. NAME OF AUTHORIZING OFFICIAL (Type or Print)
JOSEPH B. ENDERS

22. DATE SIGNED
6 / 23 / 86

10/23/2003 15:35 21652 54

US IMMIGRATIO

PAGE 03

UNITED STATES MARSHALS SERVICE
AGREEMENT SCHEDULE
(SUPPORT OF U.S. PRISONERS)

ENT NO.

Page No.

J-B32-M-211

2 of 5

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 Federal Government) and Boone County, Kentucky (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at the Boone County Jail (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
2. The Local Government 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 Federal Government.
3. The Local Government 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 Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded 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. 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.

ARTICLE IV - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This Agreement shall remain in effect for a period of ten (10) years after CAP Agreement Project No. 02-32-86 is completed. During this time period, the Local Government agrees to provide twenty (20) spaces for Federal user agencies each day. After the ten (10) 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.

10/23/2003 15:35 216522 4

US IMMIGRATION

PAGE 04

UNITED STATES MARSHALS SERVICE
 AGREEMENT SCHEDULE
 (SUPPORT OF U.S. PRISONERS)

INSTRUMENT NO.

Page No.

J-B32-M-211

3 of 5

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 or restriction of use unless an emergency situation requires the immediate relocation of federal prisoners.

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 or as provided for in an approved annual operating budget for detention facilities.
2. The Federal Government shall reimburse the Local Government at the fixed day rate identified on page 1 of the Agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve months.
3. The rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival but not for the day of departure.
4. When a rate increase is desired, the Local Government shall submit a written request to the U.S. Marshal at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be obtained from the U.S. Marshal. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the U.S. Marshal.
5. Criteria used to evaluate the increase or decrease in the per-diem 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.
6. 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.
7. Unless other justifiable reasons can be documented by the Local Government, per-diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VI - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agency listed below for certification and payment.

United States Marshal
 P.O. Box 30
 Lexington, Kentucky 40501

Phone: (606) 233-2513

10/23/2003 15:35

216527 4

US IMMIGRATION

PAGE 05

UNITED STATES MARSHALS SERVICE
 AGREEMENT SCHEDULE
 (SUPPORT OF U.S. PRISONERS)

AGREEMENT NO.

Page No.

J-B32-M-211

4 of 5

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.

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 Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of U.S. Marshals Headquarters. The loss or destruction of any such excess property shall be immediately reported to the U.S. Marshal and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000.00 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.

3. The suspension of use or restriction of 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 Local Government on form USM 241a for approval.

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.

10/23/2003 15:35

216527 4

US IMMIGRATIO

PAGE 06

UNITED STATES MARSHALS SERVICE
 AGREEMENT SCHEDULE
 (SUPPORT OF U.S. PRISONERS)

ENT NO.

Page No.

J-B32-M-211

5 of 5

ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. The Local Government 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.

ARTICLE X - GUARD SERVICES

1. The Local Government 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 Local Government under their policies, procedures and practices. The Local Government 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 Local Government for guard services at the rate established on page one (1) of this agreement.

13/23/2003 15:35 216527 74

US IMMIGRATIO

PAGE 07

FACSIMILE



Department of Justice
U.S. Immigration & Naturalization Service
1240 E. 9th St, Rm 1917
Cleveland, OH 44199

TO: Dallas Finance Center, Attn: (b)(6), (b)(7)c
Maria Celeste

TELEPHONE:

FAX: (214) 915-(b)(6), 6271

PAGES INC. COVER: 12

FROM: (b)(6), (b)(7)c
Linda Kemmett, INS, Cleveland

TELEPHONE: (216) 522-(b)(6) 4764

FAX: (216) 522-(b)(6) 3064

COMMENTS: In regard to your E-mail of 5/19/00 regarding the Marshal's contract for ----

- ① One County J-B32-M-211 (CLE-OC-5007) enclosed is the copy of the contract as requested. Block #12 on the contract shows "\$31.00" however, all the way back to FY 98 (October 1997) this jail was paid at the rate of \$44.65 per manday. I have no records to show this increase was accepted by procurement.
- ② Kenton County J-B32-M-125 (CLE-OC-5018) enclosed is a copy of the Marshal's contract as requested. Also enclosed is a letter dated June 25, 1999 from the jail regarding a rate change. This letter was forwarded on to procurement-Roger Fregeau-in June 1999. To this date, I have not been informed if INS procurement accepted the rate. I contacted the jail in April 2000, that until the rate increase is officially accepted, this office would have to continue to pay them at the rate of 35.90. The mandays invoice for March 2000 was calculated at 35.90 per day, as was April and so will May, 2000.

Should you have any further questions, feel free to contact me.