

United States Department of Justice
United States Marshals Service

Intergovernmental Agreement
Housing of Federal Prisoners

1. AGREEMENT NUMBER J-C89-M-077	2. EFFECTIVE DATE 8/1/84	3. REQUISITION/PURCHASER/REQUEST NO. 0150-C89-84	4. CONTROL NO.
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5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE Operations Support Division Program Administration Branch 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102	6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code)	FACILITY CODE(S) 5AJ
	Waukesha County Sheriff's Department 515 West Moreland Boulevard Waukesha, Wisconsin 53186 Jail Contact Person William Conine, Administrator Area Code & Telephone No. [REDACTED]	

7. APPROPRIATION DATA 1541020

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 adult male and female federal prisoners in accordance with the contents set forth herein.				
(2)	This Agreement consists of the following: (A) I-G-A Cover Page, Form #241 (B) Agreement Schedule, pages 2-5	ESTIMATED USMS PRISONER DAYS/YR. 5,000	 PDS	 FIXED RATE \$24.50	ESTIMATED ANNUAL PAYMENT \$ 122,500.00

4. 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	Date
<i>Raymond I. Klink</i> (Signature) Raymond I. Klink Name (Type or Print) Sheriff Title	11-27-84
<i>William H. Conine</i> (Signature) William H. Conine Name (Type or Print) Jail Administrator Title	11.27.84

6. 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																
8. LEVEL OF USE <input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major	<table border="0"> <tr> <td>UNSENTENCED</td> <td>SENTENCED</td> </tr> <tr> <td><input checked="" type="checkbox"/> Adult Male</td> <td><input checked="" type="checkbox"/> Adult Male</td> </tr> <tr> <td><input checked="" type="checkbox"/> Adult Female</td> <td><input checked="" type="checkbox"/> Adult Female</td> </tr> <tr> <td><input type="checkbox"/> Juvenile Male</td> <td><input type="checkbox"/> Juvenile Male</td> </tr> <tr> <td><input type="checkbox"/> Juvenile Female</td> <td><input type="checkbox"/> Juvenile Female</td> </tr> <tr> <td><input checked="" type="checkbox"/> Aliens</td> <td><input checked="" type="checkbox"/> Work Release</td> </tr> <tr> <td></td> <td><input type="checkbox"/> YCA Male</td> </tr> <tr> <td></td> <td><input type="checkbox"/> YCA Female</td> </tr> </table>	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 checked="" type="checkbox"/> Work Release		<input type="checkbox"/> YCA Male		<input type="checkbox"/> YCA Female
UNSENTENCED	SENTENCED																
<input checked="" type="checkbox"/> Adult Male	<input checked="" type="checkbox"/> Adult Male																
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<input checked="" type="checkbox"/> Aliens	<input checked="" 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 *J B Enders*
(SIGNATURE OF CONTRACTING OFFICER)

10. No. of Prisoners Prisoner Days Guard Hours	ANTICIPATED ANNUAL USAGE			
	UNSENTENCED	SENTENCED	ALIENS	TOTAL
	5,000	1,000	100	6,100

21. NAME OF AUTHORIZING OFFICIAL (Type or Print)	DATE SIGNED
Joseph B. Enders, Chief Operations Support Div.	8/1/84

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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 Waukesha County, Wisconsin (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 Waukesha County Jail (the facility).

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 facilities 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 remanded to custody by a U.S. Marshal may only be released to a U.S. Marshal or an agency 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.

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 giving written notice to the U.S. Marshal. Such notice will be

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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 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:

United States Marshals Service
517 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

*Bureau of Prisons
Community Programs Manager
212 East Washington Avenue
Madison, Wisconsin 53703

Phone: (414) 291-3707

Phone: (608) 264-5333

Immigration & Naturalization Service
Assistant Regional Comm., PMP
Twin Cities, Minnesota 55111

Phone: (612) 725-4466

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*Work Releasees assigned by the Bureau of Prisons will be charged a rate when employed depending upon their individual economic situation. Any amount individual work releasees are charged shall be deducted from the daily rate charged the Bureau of Prisons.

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 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 County 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.
5. The original invoice shall be submitted to the government office that has been designated to receive invoices, as stated in paragraph 1. To constitute a proper invoice, the invoice must include the name, title, phone number and complete mailing address of the official of the designated payment office. In addition, it shall list each federal prisoner, the specific dates of confinement for each, 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.

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.

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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, Operations 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.

Modification of Cooperative Agreement

1. MODIFICATION NO. One (1)		2. EFFECTIVE DATE OF MODIFICATION September 25, 1991	
3. ISSUING OFFICE <i>United States Marshals Service</i> Prisoner Operations Div. 600 Army Navy Drive Arlington, VA 22202-4210	4. LOCAL GOVERNMENT Waukesha County 515 W. Moreland Blvd. Waukesha, WI 53188		5. CAP NO. 13-89-90
			6. FACILITY CODE(S) _____

7. ACCOUNTING CITATION		8. FUNDING AMOUNT N/A	
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9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE CAP DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to extend the completion date of CAP No. 13-89-90, between the United States Marshals Service and Waukesha County from October 31, 1992 to June 30, 1993.

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 _____ COPIES TO U.S. MARSHAL
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11. APPROVALS:

A. LOCAL GOVERNMENT		B. FEDERAL GOVERNMENT	
<u><i>Daniel M. Amley</i></u> Signature		<u><i>Suzette D. Schaffner</i></u> Signature	
<u>County Executive</u> TITLE		<u>CONTRACT SPECIALIST</u> TITLE	
<u>10-9-91</u> DATE		<u>9/25/91</u> DATE	

1. MODIFICATION NO. TWO (2)		2. EFFECTIVE DATE OF MODIFICATION June 18, 1990	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT WAUKESHA COUNTY SHERIFF'S DEPARTMENT 515 West Moreland Boulevard Waukesha, Wisconsin 53186		5. IGA NO. J-C89-M-077
7. ACCOUNTING CITATION 15X1020		8. ESTIMATED ANNUAL PAYMENT \$1,095,000.00	
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 incorporate the specific Cooperative Agreement Program (CAP) language and Guarantee Payment provision into the Agreement as set forth below: A. On page 1 of 5, Block 10, delete "5,000" and insert "21,900". B. On page 2 of 5, Article III, paragraph 3, delete in its entirety. Paragraph 4 is renumbered paragraph 3. C. On page 2 of 5, Article IV, delete in its entirety and insert the following: <u>ARTICLE IV - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE</u> 1. This agreement shall remain in effect for a period of ten (10) years after all projects under CAP Agreement No. 13-89-90 are completed. During this time period, the Local Government agrees to provide sixty (60) spaces for Federal prisoner, in USMS custody, 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			
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 M. Stanley</u> Signature <u>Chairman</u> TITLE <u>7-5-90</u> DATE		E. FEDERAL GOVERNMENT <u>Y. H. Ma</u> Signature <u>Chief, Prisoner Operations Division</u> TITLE <u>JUN 18 1990</u> DATE	

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

D. On page 4 of 5, ARTICLE VIII, paragraph 2, delete in its entirety and insert the following:

2. Questions or concerns pertaining to this agreement are to be directed to the U.S. Marshal. Disputes, space guarantee questions, and unresolved issues are to be directed to the Chief, Prisoner Operations Division, U.S. Marshal Service Headquarters.

E. The following Article is hereby incorporated under this Agreement:

ARTICLE X - GUARANTEED PAYMENT

1. Beginning with the first month following the completion of all projects under CAP Agreement No. 13-89-90, the United States Marshals Service shall guarantee payment to the County for forty eight (48) bedspaces per day based upon a monthly average (which includes utilization levels of all authorized Federal user agencies such as USMS, BOP, INS, etc.), at the per diem rate established under this agreement, for a period of ten (10) years subject to annual review and adjustments accordingly upon approval of both parties.

2. Failure of Waukesha County Sheriff's Department to provide at least the agreed upon guaranteed bedspaces for any reason during any day of any month during the guarantee payment period will void the guaranteed payment for that month and payment will be made based upon the actual number of detention days provided.

3. Guaranteed payments are subject to the provision of sufficient levels of funding provided in each annual Support of Prisoners' Appropriation enacted by the Congress.

1. MODIFICATION NO. Four (4)		2. EFFECTIVE DATE OF MODIFICATION August 1, 1993	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210		4. LOCAL GOVERNMENT Waukesha County Sheriff's Office 515 W. Moreland Blvd. Waukesha, Wisconsin 53186	
ACCOUNTING CITATION 15X1020		5. IGA NO. J-C89-M-077	
		6. FACILITY CODE(S) SAJ	
		8. ESTIMATED ANNUAL PAYMENT \$1,170,000.00	

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 \$55.00 to \$65.00, effective August 1, 1993, to incorporate the Escape Clause and Medical Provisions under Article II, and to incorporate the Availability of Funds Clause, as set forth below:

A. Under Article II of the Intergovernmental Agreement, insert the following:

"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 from the detention facility. When possible, generic medications shall 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 the federal prisoner is moved."

INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

- A. LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT
- B. LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U.S. MARSHAL

APPROVALS:

A. LOCAL GOVERNMENT
Arnold Boncada
 Signature
Sheriff
 TITLE
 11-16-93
 DATE

B. FEDERAL GOVERNMENT
Dennis E. Jenkins, Sr.
 Signature
 Contracting Officer
 TITLE
 11/8/93
 DATE

"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, an attempted escape, or conspiracy to escape from the facility."

B. Incorporate the Availability of Funds Clause into the existing IGA as follows:

ARTICLE X - 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 may arise until such funds are available.