


U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

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| 1. MODIFICATION NO. Three (3) | 2. REQUEST FOR DETENTION SERVICES NO. 082-04 | 3. EFFECTIVE DATE OF MODIFICATION March 1, 2004 |
| 4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION WASHINGTON, D.C. 20530-1000 | 5. LOCAL GOVERNMENT Etowah County Etowah County Sheriff's Dept. 827 Forrest Avenue Gadsen, AL 35901 | 6. IGA NO. 01-99-0132 7. FACILITY CODE(S) 4AD |
| 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: The purpose of this modification is to authorize Etowah County to transport Immigration and Customs Enforcement (ICE) detainees between the Etowah County Jail and the Regional ICE Detention Offices in Alabama and Louisiana. This modification also authorizes ICE to reimburse the local government of Etowah County the hourly rate of \$22.49 per hour, including mileage reimbursement in accordance with the current GSA mileage rates for the Continental United States. <u>THE SERVICE PROVIDER SHALL ADHERE TO THE REQUIREMENTS LISTED ON THE ATTACHED TRANSPORTATION AMENDMENT FOR ICE DETAINEES ONLY.</u> Note: as if Modification No. 2, the Intergovernmental Agreement Number J-B01-M-130 is canceled and the new number is as stated in Block No. 6. | | |
| 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 _____ TITLE DATE | B. FEDERAL GOVERNMENT Jackie Gomez  Signature Grants Analyst <u>4/1/04</u> _____ TITLE DATE | |

~~HO USE ONLY~~

TRANSPORTATION AMENDMENT
IGA#-J-B01-M-130 01-99-0132
Etowah County, Alabama

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THE FOLLOWING SECTION APPLIES TO ICE DETAINEES ONLY.

Transportation Services. The Service Provider agrees to provide transportation services for ICE detainees between the Provider's facility in Gadsen, AL, apprehension points, the ICE offices located in Alabama, Louisiana and other delivery points as determined necessary by Immigration and Customs Enforcement. The purpose of such transportation shall be for booking detainees into or out of the facility or into the custody of ICE, booking new inmates from the custody of ICE into the facility, and delivering detainees to removal points (including airports). The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with State of Alabama standards for prisoner transport. Two uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under the Provider's policies, procedures and practices shall be assigned to each vehicle on each trip (one is required if an ICE officer is present during the transportation). These officers must be appropriately licensed and certified for those duties pursuant to the State of Alabama and U.S. Department of Transportation regulations.

Reimbursement for transportation services shall be paid at the actual hourly labor rate being paid to the escorting officers (will vary per officer) and a round trip mileage rate equaling the General Services Administration approved mileage rate (currently 37.5 cents per mile, but subject to change on occasion). In the event that overnight stays are required, ICE will reimburse lodging and expenses other than per diem incurred based on General Services Administration travel regulations. In the event air travel is required, ICE will obtain tickets. ***Service Provider shall maintain a transportation log documenting all transportation services (date, origin, destination, time, mileage, etc...).*** Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention. ***A copy of the transportation log shall be attached to all invoices that contain charges for transportation services. Any other documentation concerning other costs such as overnight travel shall also be provided to ICE.***

Bag Lunches. The Service Provider agrees to provide ICE detainees with bag lunches when detainees are transported during a meal period. Reimbursement for meals will be at the rate of (\$2.00) two dollars per meal. The meal will include, at the minimum, a sandwich, fruit, potato chips and beverage. **Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention.**

END OF SECTION

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Modification of Intergovernmental Agreement

| 1. MODIFICATION NO. ONE (1) | | 2. REQUEST FOR DETENTION SERVICES NO. 073-03 | | 3. EFFECTIVE DATE OF MODIFICATION February 1, 2003 | | | | | | | | | | | |
|---|-----------------|---|--|---|--|--------------------------|-----------------|-------------|-------------------|----------------------|-------------------------------|-------|---------|----------------|-------------|
| 4. ISSUING OFFICE Debra Browne Contract Specialist CS 4, Suite 1100 United States Marshals Service Hdqr Washington DC 20530-1000 | | 5. LOCAL GOVERNMENT Etowah County Etowah County Sheriff's Dept. 827 Forrest Avenue Gadsen, AL 35901 | | 6. IGA NO. J-B01-M-130 | | | | | | | | | | | |
| 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: The purpose of this modification is to add a line item for INS Detention/Equipment Space. Space shall be supplied in accordance with the agreement between the INS and Etowah County Commission at the annual price stated below: | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th><u>Supplies/Services</u></th> <th><u>Quantity</u></th> <th><u>Unit</u></th> <th><u>Unit Price</u></th> <th><u>Annual Amount</u></th> </tr> </thead> <tbody> <tr> <td>INS Detention/Equipment Space</td> <td>3,568</td> <td>Sq. Ft.</td> <td>\$4,861.40 Mth</td> <td>\$58,337.00</td> </tr> </tbody> </table> | | | | | | <u>Supplies/Services</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Annual Amount</u> | INS Detention/Equipment Space | 3,568 | Sq. Ft. | \$4,861.40 Mth | \$58,337.00 |
| <u>Supplies/Services</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Annual Amount</u> | | | | | | | | | | | |
| INS Detention/Equipment Space | 3,568 | Sq. Ft. | \$4,861.40 Mth | \$58,337.00 | | | | | | | | | | | |
| 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 _____ Signature _____ TITLE DATE | | | B. FEDERAL GOVERNMENT <i>Debra Browne</i> Signature Debra Browne <u>1-31-03</u> Contracting Officer DATE | | | | | | | | | | | | |

U.S. Department of Justice
 United States Marshals Service

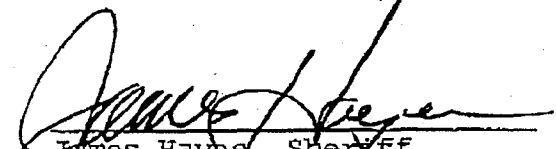
Modification of Intergovernmental Agreement

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| 1. MODIFICATION NO. TWO (2) | 2. REQUEST FOR DETENTION SERVICES NO. | 3. EFFECTIVE DATE OF MODIFICATION May 1, 1999 |
| 4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210 | 5. LOCAL GOVERNMENT Etowah County Jail 827 Forrest Avenue Gadsden, AL 35901 | 6. IGA NO. 01-99-0132 |
| 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>1. The purpose of this modification is to incorporate INS as a rider under this IGA with Etowah County in accordance with the MOU dated May 11, 1999 attached hereto.</p> <p>2. Incorporate the following INS address under Article VII: Billing and Financial Provisions:</p> <p style="text-align: center;">Eastern Regional Office Detention and Deportation Division 70 Kimball Avenue S. Burlington, VT 50403-6813</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 | B. FEDERAL GOVERNMENT | |
| _____ <i>Signature</i> | Debra Browne <i>Debra Browne</i> _____ <i>Signature</i> | |
| _____ TITLE DATE | Contracting Officer <i>8/13/99</i> _____ TITLE DATE | |

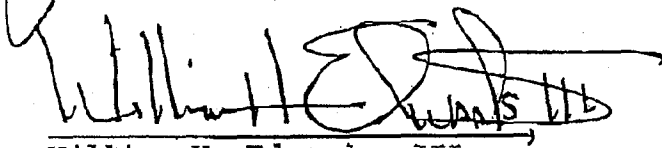
~~USMS HQ USE ONLY~~

MEMORANDUM OF UNDERSTANDING
REGARDING USE OF ETOWAH COUNTY JAIL
BY IMMIGRATION AND NATURALIZATION SERVICE

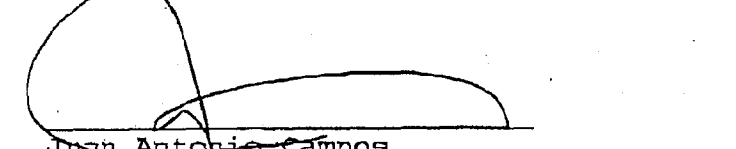
This memorandum of understanding (MOU) provides the means for Immigration and Naturalization Service, Atlanta District, to house their detainees in the Etowah County Jail, at a cost of \$30.00 per day, under Contract J-B01-M-130 between the United States Marshals Service, Northern District of Alabama, and the Etowah County Jail. The period of stay for each detainee will not exceed 72 hours, except in exigent circumstances. The maximum number of detainees will not exceed one hundred and twenty-five (125) at any given time. This MOU will be in effect until Contract J-B01-M-130 is renegotiated.


James Hayes, Sheriff
Etowah County, Alabama

11/21/98
Date


William H. Edwards, III
United States Marshal
Northern District of Alabama

May 11, '98
Date


Juan Antonio Campos
Assistant District Director
Deportation and Parole
Immigration and Naturalization Service
Atlanta District

May 11, 1998
Date

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Intergovernmental Service Agreement
Housing of Federal Prisoners

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| 1. AGREEMENT NUMBER J-B01-M-130 | | 2. EFFECTIVE DATE 01 01 97 | | REQUISITION/PURCHASER/REQUEST NO. 112-96 | | 4. CONTROL NO. | |
| 3. 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 (Street, city, county, State and ZIP code) Etowah County Sheriff's Dept. 827 Forrest Avenue Gadsen, AL 35901 b6,b7c | | FACILITY CODE(S) 4AD | |
| 7. APPROPRIATION DATA 15X1020 | | | | Contact Person Chief Jailer (205) b6,b7c | | Area Code & Telephone No. ▶ | |
| 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 in accordance with the contents set forth herein. | | | ESTIMATED USMS PRISONER DAYS/YR 25,550 | Pds | PER DIEM RATE \$30.00 | ESTIMATED ANNUAL PAYMENT \$766,500.00 |
| 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. LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT <i>John S. Mosley</i> Date <u>8-5-97</u> (Signature) John S. Mosley President Name (Type or Print) Title <i>James Hayes</i> Date <u>8-5-97</u> (Signature) James Hayes Sheriff 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 type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input 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 <u><i>Vicki Lipov</i></u> (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 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 <u>25,550</u> Guard Hours | | 21. NAME OF AUTHORIZING OFFICIAL (Type or Print) Vicki Lipov | | 22. DATE SIGNED JAN 8 1997 | |

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Intergovernmental Service Agreement Schedule

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ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and Etowah County Sheriff Department (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 Etowah County Jail (the facility).

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. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

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.

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ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided to 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. 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.
2. The Local Government agrees to notify the United States Marshal (USM) 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.
3. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three (3) to seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.
4. 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.
5. 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.
6. The Local Government agrees to notify the USM 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 USM. Those prisoners who are remanded to custody by a

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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.

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 USM.

ARTICLE V - 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 Local Government may suspend or restrict the use of the facility by giving written notice to the USM. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) 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 per diem rate identified on page one (1) of this agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months.

3. The rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two (2) 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.

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4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. 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 USMS.

5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

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 Government 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.

U. S. MARSHALS SERVICE
1729 NORTH 5TH AVENUE
ROOM 240
BIRMINGHAM, AL 35203
(205) 731-1712

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United States Marshals Service

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| <p>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.</p> <p>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.</p> <p>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 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.</p> <p>NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.</p> <p><u>ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY</u></p> <p>All recipients receiving direct awards from the USMS 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.</p> <p><u>ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS</u></p> <p>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 OMB Circular A-87.</p> | | |

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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. 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 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, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least three (3) years for purposes of federal examination and audit.

2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service under the IGA. 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

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results in a debt owed to the Federal Government. The USMS 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 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 USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000 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 USMS 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 Services Division, USMS Headquarters.

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

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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. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USM and the appropriate Local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Services Division.

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 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.

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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.

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.