

U.S. Department of Justice  
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. FIVE (5)	2. REQUEST FOR DETENTION SERVICES NO. N/A	3. EFFECTIVE DATE OF MODIFICATION 6/1/00
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	5. LOCAL GOVERNMENT San Bernardino County Sheriff's Department 630 East Rialto Avenue San Bernardino, CA 92403	6. IGA NO. 12-99-0035  7. FACILITY CODE(S) 9GU, OGX
8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT N/A	
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 include Immigration and Naturalization Service (INS) as a federal user agency. The billing address for INS is as follows:  Immigration and Naturalization Service San Bernardino County Sub-Office Attn: Detention and Deportation Office P.O. Box 5040 Riverside, CA 92517		
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  Jon D. Mikels <i>Jon D Mikels</i> <i>Signature</i>  Chairman, Board of Supervisors <u>AUG 01 2000</u> TITLE DATE  96-880 A-5	B. FEDERAL GOVERNMENT  Vicki Lipov <i>Vicki Lipov</i> <i>Signature</i>  Contracting Officer <u>JUN 26 2000</u> TITLE DATE	

~~USMS HQ USE ONLY~~

Form USM-241a  
(Rev. 3/99)

Page 1 of 1 Pages

**REPORT RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

Agree. 96-880

August 1, 2000

**FROM: GARY PENROD, Sheriff  
Sheriff's Department**

**SUBJECT: FIFTH AMENDMENT TO CONTRACT NO. 96-880 WITH THE UNITED STATES  
MARSHALS SERVICE - IGA NO. 12-99-0035, MODIFICATION NO. 5**

**RECOMMENDATION:** Approve Fifth Amendment to Contract No. 96-880 with the United States Marshal Service (USMS) to include the Immigration and Naturalization Service (INS) as a billable agency under this contract.

**BACKGROUND INFORMATION:** On September 17, 1996, the Board of Supervisors approved Contract No. 96-880 with the USMS establishing an Intergovernmental Agreement (IGA) for the County to provide housing and transportation of adult male and female federal inmates. The USMS is requesting a modification to the agreement to include INS as a billable agency. Currently, the USMS is paying for the housing costs incurred as a result of holding prisoners with INS detainees. This amendment will authorize the Sheriff's Department to bill these costs directly to INS.

This modification will not result in any additional cost or increased revenue, it only changes the billing procedures for specific types of inmates.

**REVIEW BY OTHERS:** This contract amendment has been reviewed by the County Administrative Office and has been reviewed and approved as to form by Deputy County Counsel Kevin L. Norris.

**FINANCIAL IMPACT:** No financial impact. This amendment is for administrative purposes only to augment the Sheriff's billing procedures.

**SUPERVISORIAL DISTRICT(S):** All Districts

**PRESENTER:** Deputy Chief Norm Hurst

cc: Sheriff Admin.-Wendy Britt  
w/agreement  
U.S. Marshals Service w/2  
agreements c/o Sheriff Admin.  
Auditor w/agreement  
SBD w/agreement  
Risk Management  
CAO-Hall  
File w/agreement

mll

Record of Action of the Board of Supervisors  
**AGREEMENT NO. 96-880 A-5**

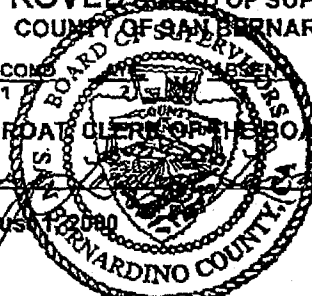
**APPROVED BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO**

MOTION      SECOND      ABSENT      ABSENT      MOVE  
                             1                                2                                3                                4                                5

EARLENE SPROAT, CLERK OF THE BOARD

BY *[Signature]*

DATED: August 1, 2000



ITEM 040

U.S. Department of Justice  
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. FOUR (4)		2. REQUEST FOR DETENTION SERVICES NO. 130-00		3. EFFECTIVE DATE OF MODIFICATION November 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 San Bernardino County Sheriff's Department 630 East Rialto Avenue San Bernardino, CA 92403		6. IGA NO. 12-99-0035	
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT \$912,500.00			
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:  1. Convert the temporary agreement with the West Valley Detention Facility Medical Unit to a permanent service under the Intergovernmental Agreement effective November 1, 1999.					
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. APPROVALS					
A. LOCAL GOVERNMENT  <u>Jon D. Mikels</u> Signature  JON D. MIKELS, Chairman Board of Supervisors TITLE DATE JUN 13 2000 96-880 A-4			B. FEDERAL GOVERNMENT  <u>Vicki Lipov</u> Signature  Contracting Officer TITLE DATE MAY 11 2000		

USMS HQ USE ONLY

Form USM-241a

(Rev. 3/96)

Page 1 of 2 Pages

U.S. Department of Justice  
United States Marshals Service

Intergovernmental Service Agreement Schedule	IGA No. 12-99-0035	Page No. <u>2</u> of <u>2</u>
<p>2. To revise Article XVII as follows:</p> <p>Paragraph 8 is hereby amended to read as follows:</p> <p>8. Pregnant inmates who have been determined to be high risk by the OB specialist and require bedrest and/or frequent nursing observation and assessment will be housed in Medical Unit #16 at a rate of \$500 per day. This rate does not include prescription medication, x-rays, rental of medical equipment or any care that is provided off-site by contract healthcare providers.</p> <p>a. Effective January 1, 2000, pregnant inmates in their third trimester who are stable and progressing normally in their pregnancy, and inmates in a normal postpartum recovery period will be housed in Medical Unit #15 at a rate of \$250 per day. These inmates will continue to be monitored by the nursing staff and seen regularly by the OB specialist, but do not require frequent observation and assessment. This rate does not include prescription medication, x-rays, rental of medical equipment or any care that is provided off-site by contract healthcare providers.</p> <p>b. Pregnant inmates who are not determined to be high risk by the OB specialist will continue to be housed at one the County's detention facilities at a rate of \$60 per day, until they reach their third trimester.</p> <p>Paragraph 16 and 17 are hereby added to read as follows:</p> <p>16. The term of this Article XVII for the use of West Valley Detention Facility Medical Unit shall coincide with the term of the other provisions of this Agreement.</p> <p>17. Except as otherwise specified herein, use of the West Valley Detention Center Medical Unit shall be \$500 per day, which includes 24 hours/7 days a week medical and security services, over the counter medications, meals and laundry, but does not include prescription medication, x-rays, rental of medical equipment or dialysis.</p> <p>This Agreement with the West Valley Detention Facility Medical Unit may be re-evaluated annually.</p>		

Form USM-241B (Rev.2/92)



County of San Bernardino  
FAS

**CONTRACT TRANSMITTAL**

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel		Vendor Code	SC	Dept.	A	Contract Number	96-880 A-4
County Department				Dept.	Orgn.	Contractor's License No.	
SHERIFF				SHR	SHR		
County Department Contract Representative					Ph. Ext.	Amount of Contract	
WENDY BRITT					(909) b6	\$912,500	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
AAA	SHR	SHR		9145		FEDERAL	
Commodity Code			FY	Estimated Payment Total by Fiscal Year			
				Amount	I/D	FY	Amount I/D
Project Name							
FEDERAL INMATE HOUSING							
TRANSPORTATION							

CONTRACTOR UNITED STATES MARSHALS SERVICE, PRISONER OPERATIONS DIVISION

Birth Date \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative Vicki Lipov

Address IGA Section, 600 Army Navy Drive, Arlington, VA 22202-4210 Phone \_\_\_\_\_

Nature of Contract: *(Briefly describe the general terms of the contract)*

**FOURTH AMENDMENT**

The parties hereby amend Contract No. 96-880, which first became effective September 17, 1996, with the United States Marshals Service (Intergovernmental Service Agreement (IGA) No. JB12-M-159) by modifying Article XVII as follows:

1. Paragraph 8 is hereby amended to read as follows:
  8. Pregnant inmates who have been determined to be high risk by the OB specialist and require bedrest and/or frequent nursing observation and assessment will be housed in Medical Unit #16 at a rate of \$500 per day. This rate does not include prescription medication, x-rays, rental of medical equipment or any care that is provided off-site by contract healthcare providers.
    - a. Effective January 1, 2000, pregnant inmates in their third trimester who are stable and progressing normally in their pregnancy, and inmates in a normal postpartum recovery period will be housed in Medical Unit #15 at a rate of \$250 per day. These inmates will continue to be monitored by the nursing staff and seen regularly by the OB specialist, but do not require frequent observation and assessment. This rate does not include prescription medication, x-rays, rental of medical equipment or any care that is provided off-site by contract healthcare providers.
    - b. Pregnant inmates who are not determined to be high-risk by the OB specialist will continue to be housed at one of the County's detention facilities at a rate of \$60 per day, until they reach their third trimester.

2. Paragraphs 16 and 17 are hereby added to read as follows:

16. The term of this Article XVII for the use of West Valley Detention Facility Medical Unit shall coincide with the term of the other provisions of this Agreement.

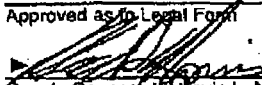
17. Except as otherwise specified herein, use of the West Valley Detention Center Medical Unit shall be \$500 per day, which includes 24 hours/7 days a week medical and security services, over the counter medications, meals and laundry, but does not include prescription medication, x-rays, rental of medical equipment or dialysis.

Except as amended herein, all other terms and conditions of Contract No. 96-880 shall remain in full force and effect.

**FEDERAL IGA NO. 12-099-0035, MODIFICATION NO. FOUR (4).**

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(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form 	Reviewed as to Contract Compliance ▶	Reviewed for Processing ▶
County Counsel, By Kevin L. Norris, Deputy Date <u>Aug 23, 2000</u>	Date _____	Agency Administrator/CAO Date _____

**REPORT OF COMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

Agree. 96-880

June 13, 2000

RECEIVED

**FROM: GARY PENROD, Sheriff**  
Sheriff's Department

7:52 PM JUN 13 2000

PRISONER SERVICES

**SUBJECT: FOURTH AMENDMENT TO CONTRACT NO. 96-880 WITH THE UNITED STATES MARSHALS SERVICE (USMS), PREVIOUS IGA NO. JE12-M-159; CURRENT IGA NO. 12-99-0035**

**RECOMMENDATION:** Approve Fourth Amendment to Contract No. 96-880 with the United States Marshals Service (USMS), in the amount of \$912,500, to extend the term of the temporary agreement with the West Valley Detention Center (WVDC) medical housing unit and modify the terms and conditions for pregnant inmates.

**BACKGROUND INFORMATION:** On September 17, 1996, the Board of Supervisors approved Contract No. 96-880 with the USMS establishing an Intergovernmental Service Agreement (IGA) for the County to provide housing and transportation of adult male and female federal inmates. On June 15, 1999, the Board of Supervisors approved Second Amendment to Contract No. 96-880 with the USMS to include use of the medical housing unit at the WVDC for federal inmates.

The fourth amendment converts the temporary agreement for housing federal inmates at the WVDC medical housing unit to a permanent service subject to the termination provisions of the contract. This amendment also modifies the terms and conditions for pregnant inmates. Pregnant inmates who have been determined to be high risk by the OB specialist will continue to be housed in Medical Unit #16 at a rate of \$500 per day. Pregnant inmates in their third trimester and inmates in a normal postpartum recovery period will be housed in Medical Unit #15 at a rate of \$250 per day. These rates do not include prescription medication, x-rays, rental of medical equipment or any care that is provided off-site by contract healthcare providers. The Department received this modification from the USMS in May and June 13<sup>th</sup> is the first available Board date after completion of the review process.

**REVIEW BY OTHERS:** This contract amendment has been reviewed by the County Administrative Office and has been reviewed and approved as to form by Deputy County Counsel Kevin L. Norris.

**FINANCIAL IMPACT:** Annual anticipated revenue of \$912,500 will fully offset the cost of providing the service. No cost to the County.

**SUPERVISORIAL DISTRICT(S):** Second District

**PRESENTER:** Deputy Chief Norm Hurst

cc: Sheriff Admin.--Wendy Britt w/agreement  
U. S. Marshals Service w/2 agreements c/o Sheriff Admin.  
Auditor w/agreement  
SBD w/agreement  
Risk Management  
CAO-Hall  
File w/agreement

mill

Rev 07/97

Record of Action of the Board of Supervisors  
**AGREEMENT NO. 96-880 A-4**

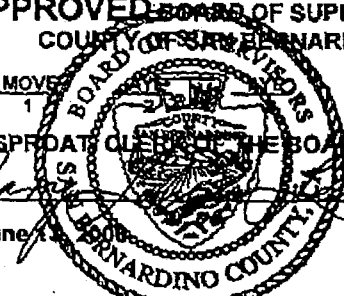
**APPROVED** BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO

MOTION 1 MOVE 2 AYE 4 SECOND 5

EARLENE SPEDAT, CLERK OF THE BOARD

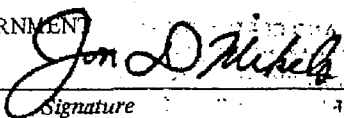
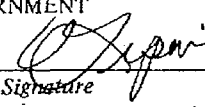
BY *[Signature]*

DATED: June 13, 2000



ITEM 067

Modification of Intergovernmental Agreement

1. MODIFICATION NO. <b>THREE (3)</b>		2. EFFECTIVE DATE OF MODIFICATION <b>May 1, 1999</b>																							
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT  San Bernardino Co. Sheriff's Dept. 630 East Rialto Avenue San Bernardino, CA 92403		5. IGA NO. <b>12-99-0035</b>																						
		6. FACILITY CODE(S)  <b>9GU</b>																							
7. ACCOUNTING CITATION <b>15X1020</b>		8. ESTIMATED ANNUAL PAYMENT																							
<p>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> <p style="margin-left: 40px;">The purpose of this modification is to incorporate additional court trips and combination of court trips at the rate of \$37.22 per hour, \$ .57 per mile, and to include insurance @ \$17.37 per trip.</p> <p style="margin-left: 40px;">On page 11 of 11, under Article XVI, the court trips identified are as follows:</p> <table style="margin-left: 80px; border: none;"> <tr><td>San Diego, CA</td><td>Return</td></tr> <tr><td>Los Angeles, CA</td><td>Return</td></tr> <tr><td>Norton AFB, CA</td><td>Return</td></tr> <tr><td>Santa Ana, CA</td><td>Return</td></tr> <tr><td>Bakersfield, CA</td><td>Return</td></tr> <tr><td>Seal Beach, CA</td><td>Return</td></tr> <tr><td>Riverside, CA</td><td>Return</td></tr> <tr><td>Terminal Island, CA</td><td>Return</td></tr> <tr><td>Alameda, CA</td><td>Return</td></tr> <tr><td>Chino, CA</td><td>Return</td></tr> <tr><td>Ventura, CA</td><td>Return</td></tr> </table>				San Diego, CA	Return	Los Angeles, CA	Return	Norton AFB, CA	Return	Santa Ana, CA	Return	Bakersfield, CA	Return	Seal Beach, CA	Return	Riverside, CA	Return	Terminal Island, CA	Return	Alameda, CA	Return	Chino, CA	Return	Ventura, CA	Return
San Diego, CA	Return																								
Los Angeles, CA	Return																								
Norton AFB, CA	Return																								
Santa Ana, CA	Return																								
Bakersfield, CA	Return																								
Seal Beach, CA	Return																								
Riverside, CA	Return																								
Terminal Island, CA	Return																								
Alameda, CA	Return																								
Chino, CA	Return																								
Ventura, CA	Return																								
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:																									
<p>A. LOCAL GOVERNMENT</p> <p>Jon D. Mikels   <small>Signature</small></p> <p>Chairman, Board of Supervisors <b>JUN 15 1999</b>  <small>TITLE DATE</small></p> <p><b>#196-880-A-3</b></p>		<p>B. FEDERAL GOVERNMENT</p> <p>Vicki Lipov   <small>Signature</small></p> <p>Contracting Officer <b>MAY 13 1999</b>  <small>TITLE DATE</small></p>																							



Intergovernmental Service Agreement Schedule	IGA No. 12-99-0035	Page No. <u>2</u> of <u>2</u>
Lompoc, CA	Return	
Alhambra, CA	Return	
Montebello, CA	Return	
Monterey Park, CA	Return	
Covina, CA	Return	
Anaheim, CA	Return	
Santa Barbara, CA	Return	
March AFB	Return	
Blythe, CA	Return	
Norco, CA	Return	
Redlands Airport	Return	
Tehachape, CA	Return	
Imperial County	Return	
Lancaster, CA	Return	
Victorville (George AFB)	Return	
San Luis Obispo, CA	Return	
Chula Vista, CA	Return	
Boron, CA	Return	
Corcran, CA	Return	
Long Beach Airport	Return	



County of San Bernardino  
F A S

**CONTRACT TRANSMITTAL**

FOR COUNTY USE ONLY

E <input type="checkbox"/> w		Vendor Code		Contract Number				
M <input checked="" type="checkbox"/>	Change	SC SHR A		96-880 A3				
X <input type="checkbox"/>	Cancel	County Department		Contractor's License No.				
SHERIFF		Dept. Orgn.		SHR SHR				
County Department Contract Representative				Ph. Ext.				
ROBERT W. TREMAINE (909) 387-3746				Amount of Contract				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number		
AAA	SHR	SHR		9145		FEDERAL		
Commodity Code			Estimated Payment Total by Fiscal Year					
Project Name			FY	Amount	I/D	FY	Amount	I/D
FEDERAL INMATE HOUSING								
Transportation								

CONTRACTOR UNITED STATES MARSHALS SERVICE, PRISONER OPERATIONS DIVISION

Birth Date \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative Vicki Lipov

Address IGA Section, 600 Army Navy Drive, Arlington, VA 22202-4210 Phone \_\_\_\_\_

Nature of Contract: *(Briefly describe the general terms of the contract)*

**THIRD AMENDMENT**

On September 17, 1996, the Board of Supervisors approved Contract No. 96-880 with the United States Marshals Service establishing Intergovernmental Service Agreement (IGA) No. JE12-M-159 for the County to provide housing and transportation of adult male and female inmates. This contract is being amended to incorporate additional transportation trips that were not included in the original IGA. Transportation will be billed at a rate of \$37.22/hour, per deputy, \$.57/mile, and \$17.37 insurance per trip.

**FEDERAL IGA 12-099-0035, MODIFICATION NO. 3.**

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form  County Counsel, by Kevin L. Norris, Deputy Date <u>5-28-99</u>	Reviewed as to Contract Compliance Date _____	Reviewed for Processing Agency Administrator/CAO Date _____
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**REPORT OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

Agree. 96-880; Sheriff

JUNE 15, 1999

**FROM: GARY PENROD, SHERIFF  
SHERIFF'S DEPARTMENT**

**SUBJECT: AMENDMENTS TO CONTRACT NO. 96-880 WITH THE UNITED STATES  
MARSHALS SERVICE (USMS).  
Previous IGA No. J-E12-M-159; New IGA No. 12-99-0035**

**RECOMMENDATION:**

1. Approve First Amendment to Contract No. 96-880 to increase the estimated annual housing of federal prisoners and incorporate necessary language to meet the CAP grant requirements.
2. Approve Second Amendment to Contract No. 96-880 to include use of the medical housing unit at West Valley Detention Center (WVDC) for federal inmates at a rate of \$500 per inmate, per day.
3. Approve Third Amendment to Contract No. 96-880 to incorporate additional transportation destinations not included in the original contract and amend the rates charged for transportation services.

**BACKGROUND INFORMATION:** On September 17, 1996, the Board of Supervisors approved Contract No. 96-880 with the United States Marshals Service establishing an Intergovernmental Service Agreement (IGA) for the County to provide housing and transportation of adult male and female federal inmates. Amendments to this agreement are being proposed as follows:

Recommendation No. 1: On May 19, 1998, the Board of Supervisors approved the proposed Cooperative Agreement Plan (CAP) with the USMS to reimburse the County for completing necessary improvements to the Central Detention Center in an amount not to exceed \$1 million. In conjunction with this program to expand and remodel detention facilities, the first amendment increases the estimated number of inmate days from 73,000 to 116,800, increases the estimated annual payment for inmate housing from \$4,380,000 to \$7,008,000, and increases the term of the agreement to a period of ten years to coincide with the term of the CAP grant. The termination clause has been amended from a 180-day notice to a thirty-day notice. In addition, to accommodate the USMS new contract numbering system the IGA number has been changed from J-E12M-159 to 12-99-0035.

Page 1 of 2

cc: Sheriff-Tremaine w/agreements  
U. S. Marshals Svc. c/o Sheriff  
w/2 agreements each  
Auditor w/agreements  
SBD w/agreements  
County Counsel-Norris  
File w/agreements

lw

Record of Action of the Board of Supervisors  
AGREEMENT 96-880

**APPROVED BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO**

MOTION    AYE    AYE    AYE    SECOND    MOVE  
                  4            5

EARLENE SPROAT, CLERK OF THE BOARD

BY

DATED: June 15, 1999

ITEM 066

DATE: JUNE 15, 1999

SUBJECT: AMENDMENTS TO CONTRACT NO. 96-880 WITH THE UNITED STATES MARSHALS SERVICE (USMS).

Page 2 of 2

Recommendation No. 2: The second amendment provides terms and conditions for housing federal inmates with medical needs at the WVDC medical housing unit at a rate of \$500 per inmate, per day. This rate does not include prescription medication, x-rays, rental of medical equipment, dialysis, etc. which will be charged to USMS in addition to the daily rate. Should the Board of Supervisors approve this recommendation, the Department will work with the CAO to coordinate the staffing, appropriations, and revenue increases needed for inclusion in the Final Budget for FY1999/2000. In order to sufficiently staff the medical housing unit, the Department anticipates the addition of five Sheriff's Registered Nurse II positions, five Deputy Sheriff I positions, five Sheriff's Custody Specialist, and one Health Services Assistant position. In addition, the Department will require increases in appropriations and revenue of approximately \$1.3 million (\$900,000 -- Salaries; \$400,000 - Services and Supplies).

Recommendation No. 3: The original contract included provisions for the Sheriff's Department to provide transportation services for USMS inmates to several area locations. As the program has developed, the list of approved transportation destinations has been found to be inadequate to meet the needs of the USMS. The third amendment expands the list of transportation trips from five destinations to thirty-one and updates costs to meet current expenses.

REVIEW BY OTHERS: These contract amendments have been reviewed by the County Administrative Office and have been reviewed and approved as to form by Deputy County Counsel Kevin L. Norris.

FINANCIAL IMPACT: Revenue generated by this contract fully offsets the cost of providing the service. The Department will work with the CAO to coordinate staffing, appropriations and revenue increases, of approximately \$1.3 million, for inclusion in the Final Budget for FY 1999/2000.

SUPERVISORIAL DISTRICT(S): All Districts

PRESENTER: Deputy Chief Norm Hurst

6/15/99 lw #66



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

E <input type="checkbox"/> New		Vendor Code		Contract Number				
M <input checked="" type="checkbox"/> Change			SC	SHR	A			
X <input type="checkbox"/> Cancel			96-880 A2					
County Department			Dept.	Orgn.	Contractor's License No.			
SHERIFF			SHR	SHR				
County Department Contract Representative				Ph. Ext.				
ROBERT W. TREMAINE (909) 387-3746								
				Amount of Contract				
				\$456,250				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number		
AAA	SHR	SHR		9145		FEDERAL		
Commodity Code			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
Project Name								
FEDERAL INMATE HOUSING								
Medical Housing Unit								

CONTRACTOR UNITED STATES MARSHALS SERVICE, PRISONER OPERATIONS DIVISION

Birth Date \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative Vicki Lipov

Address IGA Section, 600 Army Navy Drive, Arlington, VA 22202-4210 Phone \_\_\_\_\_

Nature of Contract: *(Briefly describe the general terms of the contract)*

**SECOND AMENDMENT**

On September 17, 1996, the Board of Supervisors approved Contract No. 96-880 with the United States Marshals Service establishing Intergovernmental Service Agreement (IGA) No. JE12-M-159 for the County to provide housing and transportation of adult male and female inmates. This contract is being amended to include use of the West Valley Detention Center Medical Unit at a rate of \$500 per inmate, per day. This rate **does not include:** prescription medications, x-rays, rental of medical equipment, dialysis, etc which will be charged to the USMS in addition to the daily rate. This amendment also incorporates the USMS Prisoner Health Care Policy into the existing contract.

**FEDERAL IGA 12-099-0035, MODIFICATION NO. 2.**

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form  County Counsel, by Kevin L. Norris, Deputy Date <u>08-99</u>	Reviewed as to Contract Compliance Date _____	Reviewed for Processing Agency Administrator/CAO Date _____
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1. MODIFICATION NO. TWO (2)	2. REQUEST FOR DETENTION SERVICES NO. N/A	3. EFFECTIVE DATE OF MODIFICATION 04/01/99
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	5. LOCAL GOVERNMENT San Bernardino County Sheriff's Department 630 East Rialto Avenue San Bernardino, CA 92403	6. IGA NO. 12-99-0035
		7. FACILITY CODE(S) OGX
8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT \$456,250 (Six Months)	
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 incorporate the use of the West Valley Detention Facility Medical Unit at the rate of \$500 per day per inmate. The rate covers 24 hours/7 days a week medical and security services, over the counter medications, meals and laundry. This agreement is temporary for a period of six (6) months expiring on October 31, 1999.  1. On page 11 of 11, add Article XVII, as follows:  <u>ARTICLE XVII - WEST VALLEY DETENTION FACILITY MEDICAL UNIT</u>  The United States Marshals Service (USMS) requires the safekeeping and continuous medical treatment of all prisoners that would be housed at the West Valley Detention Facility Medical Unit (the facility). Treatment would only be what is reasonable and necessary including any emergency care to ensure the well being of prisoners. The facility will be required to house and care for prisoners with the following conditions, but are not limited to:		
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 Jon D. Mikels <i>Jon D Mikels</i> Signature Chairman, Board of Supervisors TITLE #96-870-A-2		B. FEDERAL GOVERNMENT Wicki Lipov <i>Wicki Lipov</i> Signature Contracting Officer TITLE 4/27/99 DATE
JUN 15 1999 DATE		

Intergovernmental Service Agreement Schedule	IGA No. 12-99-0035	Page No. 2 of 3
<ol style="list-style-type: none"><li>1. Prisoners who require IV antibiotics therapy for uncomplicated orthopedic conditions, cellulitis and various bacterial infections.</li><li>2. Prisoners exhibiting mild to moderate symptoms of alcohol or drug withdrawal. (Severe cases of the aforementioned will not be accepted by the facility unless pre-screened by medical staff).</li><li>3. Prisoners who require extensive dressing changes (S/P GSW, post-op ortho and abdominal surgeries, etc).</li><li>4. Prisoners who require chronic renal dialysis.</li><li>5. Prisoners who require oxygen therapy.</li><li>6. Prisoners who require sleep apnea monitoring, and any other equipment as prescribed.</li><li>7. Prisoners who require assistance with daily living (paraplegics, hemiplegic, cardiac cripples, blind and deaf, etc).</li><li>8. Pregnant prisoners who require close monitoring and/ or bed rest, or those in the third trimester.</li><li>9. Prisoners who require respiratory isolation (active or suspect TB and other airborne illnesses).</li><li>10. All other supplies and services shall be billed to the United States Marshal (USM), as stated in Article VII. These supplies and services include, but are not limited to the following:<ul style="list-style-type: none"><li>• Prescription medications and IV fluids.</li><li>• Dialysis @ \$500 per treatment.</li><li>• Rental of sleep apnea equipment @ approximately \$200/monthly per prisoner.</li><li>• Rental of oxygen equipment.</li><li>• Necessary X-rays.</li></ul></li><li>11. All off-site care should be billed directly to the USM from the provider. These off-site services include, but are not limited to required hospitalization, specialty clinic care, emergency room care or other services not available at the facility.</li></ol>		

Intergovernmental Service Agreement Schedule	IGA No. 12-99-0035	Page No. 3 of 3
<p>12. The facility's medical staff shall receive pre-authorization from the USM for these off-site services. The facility will endeavor to determine if the USM or the Bureau of Prisons have a contractor that can perform these services.</p> <p>13. The USM shall insure that the prisoner(s) medical history be forwarded to the West Valley Detention Center Health Services Manager prior to transportation of the prisoner(s).</p> <p>14. The facility shall maintain a notification log to ensure emergency authorizations are made. The Sheriff's Department shall make immediate notification to the USMS Duty Officer concerning any problems or medical emergencies/evacuations.</p> <p>15. The facility shall maintain a complete and accurate accountability of expenditures necessary for the housing and care of USMS prisoners. This is to include but not limited to a standard medical chart with all pertinent daily information on care of the prisoner. If necessary, a member of the medical staff, will appear before the judicial officer to inform them of the prisoners ability or inability to attend the judicial proceeding and what if any can be accomplished to make this prisoner available for proceedings. The facility shall ensure that a competent medical staff person deliver the necessary prisoner file to a judicial officer if so requested.</p>		
<p>2. The attached Policy Directive "Prisoner Health Care Policy" is hereby incorporated and made apart of this Intergovernmental agreement.</p>		



**REPORT OF COMMENDATION TO THE BOARD OF SUPERVISORS  
SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

Agree. 96-880; Sheriff

JUNE 15, 1999

**FROM: GARY PENROD, SHERIFF  
SHERIFF'S DEPARTMENT**

**SUBJECT: AMENDMENTS TO CONTRACT NO. 96-880 WITH THE UNITED STATES  
MARSHALS SERVICE (USMS).  
Previous IGA No. J-E12-M-159; New IGA No. 12-99-0035**

**RECOMMENDATION:**

1. Approve First Amendment to Contract No. 96-880 to increase the estimated annual housing of federal prisoners and incorporate necessary language to meet the CAP grant requirements.
2. Approve Second Amendment to Contract No. 96-880 to include use of the medical housing unit at West Valley Detention Center (WVDC) for federal inmates at a rate of \$500 per inmate, per day.
3. Approve Third Amendment to Contract No. 96-880 to incorporate additional transportation destinations not included in the original contract and amend the rates charged for transportation services.

**BACKGROUND INFORMATION:** On September 17, 1996, the Board of Supervisors approved Contract No. 96-880 with the United States Marshals Service establishing an Intergovernmental Service Agreement (IGA) for the County to provide housing and transportation of adult male and female federal inmates. Amendments to this agreement are being proposed as follows:

Recommendation No. 1: On May 19, 1998, the Board of Supervisors approved the proposed Cooperative Agreement Plan (CAP) with the USMS to reimburse the County for completing necessary improvements to the Central Detention Center in an amount not to exceed \$1 million. In conjunction with this program to expand and remodel detention facilities, the first amendment increases the estimated number of inmate days from 73,000 to 116,800, increases the estimated annual payment for inmate housing from \$4,380,000 to \$7,008,000, and increases the term of the agreement to a period of ten years to coincide with the term of the CAP grant. The termination clause has been amended from a 180-day notice to a thirty-day notice. In addition, to accommodate the USMS new contract numbering system the IGA number has been changed from J-E12M-159 to 12-99-0035.

Page 1 of 2

cc: Sheriff-Tremaine w/agreements  
U. S. Marshals Svc. c/o Sheriff  
w/2 agreements each  
Auditor w/agreements  
SBD w/agreements  
County Counsel-Norris  
File w/agreements

lw

Record of Action of the Board of Supervisors  
AGREEMENT 96-880

**APPROVED BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO**

MOTION	<u>AYE</u>	<u>AYE</u>	<u>AYE</u>	<u>SECOND</u>	<u>MOVE</u>
	1	2	3	4	5

EARLENE SPROAT, CLERK OF THE BOARD

BY

DATED: June 15, 1999

DATE: JUNE 15, 1999

SUBJECT: AMENDMENTS TO CONTRACT NO. 96-880 WITH THE UNITED STATES MARSHALS SERVICE (USMS).

Page 2 of 2

Recommendation No. 2: The second amendment provides terms and conditions for housing federal inmates with medical needs at the WVDC medical housing unit at a rate of \$500 per inmate, per day. This rate does not include prescription medication, x-rays, rental of medical equipment, dialysis, etc. which will be charged to USMS in addition to the daily rate. Should the Board of Supervisors approve this recommendation, the Department will work with the CAO to coordinate the staffing, appropriations, and revenue increases needed for inclusion in the Final Budget for FY1999/2000. In order to sufficiently staff the medical housing unit, the Department anticipates the addition of five Sheriff's Registered Nurse II positions, five Deputy Sheriff I positions, five Sheriff's Custody Specialist, and one Health Services Assistant position. In addition, the Department will require increases in appropriations and revenue of approximately \$1.3 million (\$900,000 – Salaries; \$400,000 - Services and Supplies).

Recommendation No. 3: The original contract included provisions for the Sheriff's Department to provide transportation services for USMS inmates to several area locations. As the program has developed, the list of approved transportation destinations has been found to be inadequate to meet the needs of the USMS. The third amendment expands the list of transportation trips from five destinations to thirty-one and updates costs to meet current expenses.

REVIEW BY OTHERS: These contract amendments have been reviewed by the County Administrative Office and have been reviewed and approved as to form by Deputy County Counsel Kevin L. Norris.

FINANCIAL IMPACT: Revenue generated by this contract fully offsets the cost of providing the service. The Department will work with the CAO to coordinate staffing, appropriations and revenue increases, of approximately \$1.3 million, for inclusion in the Final Budget for FY 1999/2000.

SUPERVISORIAL DISTRICT(S): All Districts

PRESENTER: Deputy Chief Norm Hurst

6/15/99 lw #66

Modification of Intergovernmental Agreement

1. MODIFICATION NO. ONE (1)		2. EFFECTIVE DATE OF MODIFICATION APRIL 1, 1999	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210		4. LOCAL GOVERNMENT San Bernardino County Sheriff's Department 630 East Rialto Avenue San Bernardino, CA 92403	
		5. IGA NO. 12-99-0035	
		6. FACILITY CODE(S) 9GU	
7. ACCOUNTING CITATION 15X1020		8. ESTIMATED ANNUAL PAYMENT \$7,008,000.00	
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 Cooperative Agreement Program (CAP) into the Intergovernmental Agreement as follows:  1. On page 1 of 11, Block 10., delete "73,000" and insert "116,800".  2. On page 1 of 11, Block 13., delete "\$4,380,000" and insert "7,008,000".  3. On page 4 of 11, Article V. delete in its entirety and insert the following:  <u>ARTICLE V - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE</u>  This agreement shall remain in effect for a period of ten (10) years after the project(s) listed in Schedule B of CAP Agreement No. 07-98-98 is completed. The Local Government agrees to provide three hundred twenty (320) bedspaces for federal prisoners in USMS custody each day upon the request of the USM commencing on the date of completion and activation of all projects listed in			
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 Jon D. Mikels <i>Jon D. Mikels</i> Signature Chairman, Board of Supervisors JUN 15 1999 TITLE DATE #96-870-A-1		B. FEDERAL GOVERNMENT Vicki Lipov <i>Vicki Lipov</i> Signature Contracting Officer TITLE DATE	

Intergovernmental Service Agreement Schedule	IGA No. 12-99-0035	Page No. 2 of 2
<p>the above mentioned CAP agreement. The IGA shall remain in effect through the period of the CAP agreement, and thereafter until terminated or suspended in writing by either party. 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.</p>		
<p>4. The Intergovernmental Agreement Number J-E12-M-159 is canceled and the new number is stated in Block No.5.</p>		



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

E	Vendor Code		Contract Number	
M	<input checked="" type="checkbox"/> Change	SC	SHR	IA
X	<input type="checkbox"/> Cancel	96-880 A1		Contractor's License No.
County Department		Dept.	Orgn.	
SHERIFF		SHR	SHR	
County Department Contract Representative			Ph. Ext.	Amount of Contract
ROBERT W. TREMAINE (905) b6				\$7,008,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source
AAA	SHR	SHR		9145
Commodity Code		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
Project Name				
FEDERAL INMATE HOUSING				

CONTRACTOR UNITED STATES MARSHALS SERVICE, PRISONER OPERATIONS DIVISION

Birth Date \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative Vicki Lipov

Address IGA Section, 600 Army Navy Drive, Arlington, VA 22202-4210 Phone \_\_\_\_\_

Nature of Contract: *(Briefly describe the general terms of the contract)*

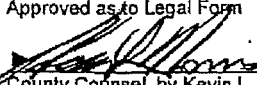
FIRST AMENDMENT

On September 17, 1996, the Board of Supervisors approved Contract No. 96-880 with the United States Marshals Service establishing Intergovernmental Service Agreement (IGA) No. JE12-M-159 for the County to provide housing and transportation of adult male and female inmates. This contract is being amended to change the following:

1. Estimated number of prisoner days per year is increased from 73,000 to 116,800.
2. Estimated annual payment for housing is increased from \$4,380,000 to \$7,008,000.
3. Contract term is changed from "indefinitely" to a period of ten years after the projects listed in Schedule B of CAP Agreement No. 07-98-98 (County Agreement No. 98-307) is completed. County further agrees to provide at least 320 bedspaces for federal prisoners in USMS custody each day. Notice of termination decreased from 180 days to 30 days advance written notice.
4. IGA No. J-E12-M-159 has been changed to 12-99-0035.

FEDERAL IGA 12-099-0035, MODIFICATION NO. 1.

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form  
  
 County Counsel, by Kevin L. Norris, Deputy  
 Date 5-28-99

Reviewed as to Contract Compliance  
 \_\_\_\_\_  
 Date \_\_\_\_\_

Reviewed for Processing  
 \_\_\_\_\_  
 Agency Administrator/CAO  
 Date \_\_\_\_\_

**REPORT OF COMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

Agree. 96-880; Sheriff

JUNE 15, 1999

**FROM: GARY PENROD, SHERIFF  
SHERIFF'S DEPARTMENT**

**SUBJECT: AMENDMENTS TO CONTRACT NO. 96-880 WITH THE UNITED STATES  
MARSHALS SERVICE (USMS).  
Previous IGA No. J-E12-M-159; New IGA No. 12-99-0035**

**RECOMMENDATION:**

1. Approve First Amendment to Contract No. 96-880 to increase the estimated annual housing of federal prisoners and incorporate necessary language to meet the CAP grant requirements.
2. Approve Second Amendment to Contract No. 96-880 to include use of the medical housing unit at West Valley Detention Center (WVDC) for federal inmates at a rate of \$500 per inmate, per day.
3. Approve Third Amendment to Contract No. 96-880 to incorporate additional transportation destinations not included in the original contract and amend the rates charged for transportation services.

**BACKGROUND INFORMATION:** On September 17, 1996, the Board of Supervisors approved Contract No. 96-880 with the United States Marshals Service establishing an Intergovernmental Service Agreement (IGA) for the County to provide housing and transportation of adult male and female federal inmates. Amendments to this agreement are being proposed as follows:

Recommendation No. 1: On May 19, 1998, the Board of Supervisors approved the proposed Cooperative Agreement Plan (CAP) with the USMS to reimburse the County for completing necessary improvements to the Central Detention Center in an amount not to exceed \$1 million. In conjunction with this program to expand and remodel detention facilities, the first amendment increases the estimated number of inmate days from 73,000 to 116,800, increases the estimated annual payment for inmate housing from \$4,380,000 to \$7,008,000, and increases the term of the agreement to a period of ten years to coincide with the term of the CAP grant. The termination clause has been amended from a 180-day notice to a thirty-day notice. In addition, to accommodate the USMS new contract numbering system the IGA number has been changed from J-E12M-159 to 12-99-0035.

Page 1 of 2

cc: Sheriff-Tremaine w/agreements  
U. S. Marshals Svc. c/o Sheriff  
w/2 agreements each  
Auditor w/agreements  
SBD w/agreements  
County Counsel-Norris  
File w/agreements

lw

Record of Action of the Board of Supervisors  
AGREEMENT 96-880

**APPROVED BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO**

MOTION AYE AYE AYE SECOND MOVE  
2 3 4 5

EARLENE SPROAT, CLERK OF THE BOARD

BY 

DATED: June 15, 1999

DATE: JUNE 15, 1999

SUBJECT: AMENDMENTS TO CONTRACT NO. 96-880 WITH THE UNITED STATES MARSHALS SERVICE (USMS).

Page 2 of 2

Recommendation No. 2: The second amendment provides terms and conditions for housing federal inmates with medical needs at the WVDC medical housing unit at a rate of \$500 per inmate, per day. This rate does not include prescription medication, x-rays, rental of medical equipment, dialysis, etc. which will be charged to USMS in addition to the daily rate. Should the Board of Supervisors approve this recommendation, the Department will work with the CAO to coordinate the staffing, appropriations, and revenue increases needed for inclusion in the Final Budget for FY1999/2000. In order to sufficiently staff the medical housing unit, the Department anticipates the addition of five Sheriff's Registered Nurse II positions, five Deputy Sheriff I positions, five Sheriff's Custody Specialist, and one Health Services Assistant position. In addition, the Department will require increases in appropriations and revenue of approximately \$1.3 million (\$900,000 - Salaries; \$400,000 - Services and Supplies).

Recommendation No. 3: The original contract included provisions for the Sheriff's Department to provide transportation services for USMS inmates to several area locations. As the program has developed, the list of approved transportation destinations has been found to be inadequate to meet the needs of the USMS. The third amendment expands the list of transportation trips from five destinations to thirty-one and updates costs to meet current expenses.

REVIEW BY OTHERS: These contract amendments have been reviewed by the County Administrative Office and have been reviewed and approved as to form by Deputy County Counsel Kevin L. Norris.

FINANCIAL IMPACT: Revenue generated by this contract fully offsets the cost of providing the service. The Department will work with the CAO to coordinate staffing, appropriations and revenue increases, of approximately \$1.3 million, for inclusion in the Final Budget for FY 1999/2000.

SUPERVISORIAL DISTRICT(S): All Districts

PRESENTER: Deputy Chief Norm Hurst

6/15/99 lw #66

1. AGREEMENT NUMBER <b>J-E12-M-159</b>		2. EFFECTIVE DATE <b>5 / 1 / 96</b>		3. REQUISITION/PURCHASER/REQUEST NO. <b>137-96</b>		4. CONTROL NO.	
5. ISSUING OFFICE  <b>UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210</b>			6. GOVERNMENT ENTITY  <b>NAME AND ADDRESS (Street, city, county, State and ZIP code)</b>  <b>San Bernadino County Sheriff's Dept. 630 E. Rialto Avenue San Bernadino, CA 92403</b>			FACILITY CODE(S) <b>9GU</b>	
7. APPROPRIATION DATA  <b>15X1020</b>			Contact Person <b>Captain</b> b6,b7c Area Code & Telephone No. <b>(909)</b> 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 services in accordance with the contents set forth herein.  See Article XVI, Para. 6-Transportation Costs Welfare Bags This Agreement supersedes the previous Agreement dated 4/15/91.			ESTIMATED USMS PRISONER DAYS/YRS.  73,000	PDS	PER-DIEM RATE  \$60.00	ESTIMATED ANNUAL PAYMENT  \$4,380,000
				200	EA	\$ 3.00	\$ 600
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  <i>Marsha Turoci</i> Date <b>SEP 17 1996</b> (Signature) <b>MARSHA TUROCI, Chairman, Board of Supervisors</b> Name (Type or Print) Title 96-880  (Signature) Date 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 <b>UNSENTENCED</b> <b>SENTENCED</b> <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  <b>THE UNITED STATES OF AMERICA BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE</b>  BY <i>[Signature]</i> (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 <b>UNSENTENCED</b> <b>SENTENCED</b> <b>ALIENS</b> <b>TOTAL</b> No. of Prisoners _____ Prisoner Days <u>73,000</u> _____ Guard Hours      _____		21. NAME OF AUTHORIZING OFFICIAL (Type or Print)  <b>Vicki Lipov</b>		22. DATE SIGNED  <b>SEP 12 1996</b>	



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 San Bernadino 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 Central Detention Center (CDC) (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.

Intergovernmental Service Agreement Schedule

IGA No.  
J-E12-M-159

Page No.  
3 of 11

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.

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.

Intergovernmental Service Agreement Schedule

IGA No.

J-E12-M-159

Page No.

4 of 11

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

This Agreement shall be in effect indefinitely until terminated or amended 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 U.S. Marshal. Such notice will be provided 180 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 additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USM.

Intergovernmental Service Agreement Schedule

IGA No.  
J-E12-M-159

Page No.  
5 of 11

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  
U.S. Courthouse, G-23  
312 N. Spring Street  
Los Angeles, CA 90012  
(213) 894-6820

Federal Bureau of Prisons  
Community Corrections Office  
501 W. Ocean Boulevard #3260  
Long Beach, CA 90802-4221  
(310) 980-3536

United States Marshals Service  
LLB-71 U.S. Courthouse  
940 Front Street  
San Diego, CA 92189  
(619) 557-6620

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 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

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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 3 years for purposes of Federal examination and audit.

2. The 3-year retention period set forth in paragraph 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 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 - AVAILABILITY OF FUNDS

The Federal Government's obligation under this agreement is contingent upon their availability of appropriated funds from which payment can be made and no legal liability on the part of the Government for any payment may arise until such funds are available.

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ARTICLE XII - 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 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 XIII - 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 Operations Division, USMS Headquarters.

ARTICLE XIV - 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.
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.



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ARTICLE XV - 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.

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 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 below:

CDC to San Diego, CA	Return @ \$ 681.02
CDC to Los Angeles, CA	Return @ \$ 443.90
CDC to Norton AFB, CA	Return @ \$ 246.28
CDC to Santa Ana, CA	Return @ \$ 412.30
CDC to Bakersfield, CA	Return @ \$1,167.00

Based on two (2) deputy sheriff's, fuel, and maintenance for one (1) bus. For each mile over 280 miles, the rate of \$ .79 per mile will be added.

**MINUTES OF THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
SEPTEMBER 17, 1996**

Agree. 96-880

**FROM: GARY PENROD, SHERIFF**

**SUBJECT: APPROVE CONTRACT WITH THE UNITED STATES MARSHALS  
SERVICE FOR PRISONER HOUSING.**

**RECOMMENDATION:**

1. Approve contract with the United States Marshals Service (USMS) for prisoner housing.
2. Authorize the following positions, with pending classification, effective September 17, 1996:

11 - Deputy Sheriff I's  
6 - Sheriff's Custody Specialists  
6 - Institutional Nurses - Sheriff  
5 - Sheriff's Maintenance Mechanics  
5 - Sheriff's Cook II's

3. Authorize increase in appropriations and revenue of \$1,800,000 for Sheriff's Budget FY96/97 (4/5 vote required).

AAA-SHR-SHR 1010	\$1,800,000
AAA-SHR-SHR 9145	\$1,800,000

**REASON FOR RECOMMENDATION:**

The USMS has an ongoing need for prisoner housing. The Sheriff's Department has the ability to provide this service through the use of the County Central Detention Center. Approval of this contract establishes the terms of operation and provides for reimbursement to the County.

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cc: Sheriff Admin.-Linda Tennant  
w/agreement  
Contractor w/agreement  
c/o Sheriff Admin.  
Auditor w/agreement  
Contract Compliance w/agree.  
Central Payroll re Rec. #2  
Human Resources (4)  
SBPEA  
SEBA  
Risk Management  
CAO-Hughes  
File w/agreement

Action of the Board of Supervisors  
AGREEMENT NO. 96-880

**APPROVED** BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO

MOTION

AYE  
4

SECOND  
5

EARLENE SERDATI, CLERK OF THE BOARD

BY *[Signature]*

Deputy

DATED: September 17, 1996



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

E	Change	Vendor Code	Contract Number
M	Cancel	SC SHR A	96-880
County Department		Dept. Orgn.	Contractor's License No.
SHERIFF		SHR SHR	
County Department Contract Representative			Amount of Contract
ROBERT W. TREMAINE (909)			b6
Fund	Dept.	Organization	Appr. Obj/Rev Source Activity GRC/PROJ/JOB Number
AAA	SHR	930	9145 9309145L
Commodity Code		Estimated Payment Total by Fiscal Year	
Project Name		FY	Amount I/D FY Amount I/D
FEDERAL INMATE			
HOUSING			

CONTRACTOR UNITED STATES MARSHALS SERVICE, PRISONER OPERATIONS DIVISION

Birth Date \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative VICKI LIPOV, CONTRACTING OFFICER

Address 600 ARMY NAVY DRIVE, SUITE 1090, ARLINGTON, VA Phone 22202-4210

Nature of Contract: (Briefly describe the general terms of the contract)

The attached agreement provides for the housing, safekeeping, and subsistence of adult male and adult female federal prisoners in accordance with state and local laws, standards, policies, procedures, and court orders applicable to operations of the San Bernardino County Jail. In return, the United States Marshal's Services agrees to pay for said services in accordance with established rates.

IGA NO. J-E12-M-159.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form  County Counsel Date <u>9-1-96</u>	Reviewed as to Affirmative Action Date _____	Reviewed for Processing Agency Administrator/CAO Date _____
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**MINUTES OF THE BOARD OF SUPERVISORS**

**SEPTEMBER 17, 1996**

**SUBJECT: APPROVE CONTRACT WITH THE U.S. MARSHALS SERVICE FOR PRISONER HOUSING.**

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Authorization of the above requested positions and increase in appropriations and revenue are necessary to provide staff to meet the needs of this contract.

**REVIEW BY OTHER DEPARTMENTS:**

This contract has been reviewed by the County Administrative Office and has been reviewed and approved as to form by Deputy County Counsel Kevin Norris.

**FINANCIAL IMPACT:**

The annual anticipated cost of \$1,800,000 will be offset by contract revenue. No net cost to the County.