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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and Irwin County, GA (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows three (3) Federal Government components, specifically, the United States Marshals Service (USMS) and the Federal Bureau of Prisons (BOP) of the Department of Justice (DOJ); and the United States Immigration and Customs Enforcement (ICE) of the Department of Homeland Security (DHS), to house federal detainees with the Local Government at the Irwin County Detention Center (hereinafter referred to as "the facility"). For purposes of this Agreement, the term "Federal Government", as used herein, shall mean any and all of the three Federal Government components responsible for housing federal detainees, e.g. any notices required to be provided to the Federal Government, including invoices, shall be provided to the specific Federal Government component responsible for each federal detainee, or material witness.

The population, hereinafter referred to as "federal detainees," will be individuals sentenced or charged with federal offenses and detained while awaiting trial or sentencing awaiting designation and transport to a BOP facility, a hearing on their immigration status, or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with state and local laws, standards and procedures, or court orders applicable to the operations of the facility, consistent with federal law, policies and regulations. Unless otherwise specified by this Agreement, the Local Government is required, in units housing federal detainees, to perform in accordance with the most current versions of the mandatory standards of the American Correctional Association (ACA) "Standards for Adult Local Detention Facilities (ALDF)", and the essential National Commission on Correctional Health Care (NCCHC) Standards, and the Federal Performance-based Detention Standards (www.usdoj.gov/ofdt/standards.htm). In addition, where ICE federal detainees are housed, the ICE federal detainees are to be housed in accordance with ICE Standards (www.ice.gov/partners/dro/opsmanual/index.htm). In cases where other standards conflict with DOJ/DHS/ICE policy or standards, DOJ/DHS/ICE policy and standards prevail.

At all times, the Federal Government shall have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period not less than 3 years.

This Agreement shall not affect any pre-existing, unrelated agreements between the parties or with any other third party or parties.

Period of Performance

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than 90 calendar days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

Overall management and operation of a facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government is financially responsible for all medical treatment provided to federal detainees within the facility. The Local Government shall provide the full range of medical care required within the facility including dental care, mental health care, pharmaceuticals, and record keeping, as necessary to meet the essential standards of the National Commission of Correctional Health Care's Standards for Health Services of Jails (current edition).

The Local Government will submit to the Federal Government requests for approval of all treatment to be provided outside the facility. The Federal Government shall be responsible for the cost of approved outside medical treatment.

In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the federal detainee's illness or injury, type of treatment provided, and the estimated cost thereof.

The Local Government shall promptly forward medical invoices for outside medical care to the Federal Government within 30 days of receipt.

The facility shall have in place an adequate infectious disease control program, which includes testing all federal detainees at the facility for tuberculosis (TB) as soon as possible upon intake (not to exceed 14 days) and read within 72 hours. TB testing shall be accomplished in accordance with the latest CDC Guidelines and the results documented on the federal detainee's medical record. The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB so that any scheduled transports or production can be delayed until a physician verifies the federal detainee's TB status.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a co-payment for medical services provided by the Local Government. The Local Government shall administer the program in accordance with the Federal Prisoner Health Care Co-Payment Act of 2000 (Title 18 401 3d). This statute does not cover ICE federal detainees; co-payments shall not be collected from ICE federal detainees under ANY circumstances.

Receiving & Discharge of Federal Detainees

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

The Local Government shall not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., DEA, ICE, etc.) or to a Deputy United States Marshal (DUSM). Those federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the district United States Marshal (USM).

ICE federal detainees shall not be released to the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

Guard/Transportation Services to Medical Facility

The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal prisoners admitted to a medical facility.

Such services will be performed by at least two armed 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 USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. 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 USMS.

Furthermore, the Local Government agrees to hold harmless and indemnify the USMS 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 USMS.

The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Guard/Transportation Services to U.S. Courthouse

The Local Government agrees upon request of the USM 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.

Transportation and escort guard services will be performed by at least two 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 USM to enhance specific requirements for security, prisoner monitoring, and contraband control.

Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.

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 USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.

The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. 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 USMS.

The Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a federal detainee. The Local Government shall use all reasonable

means to apprehend the escaped federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the

Local Government shall notify the Federal Government as soon as possible when a federal detainee is involved in an attempted escape or conspiracy to escape from the facility.

In the event of the death or assault of a federal detainee, the Local Government shall immediately notify the Federal Government.

Administrative Orders & Agency Instructions

For administrative convenience, the Federal Government may request services not listed in this Intergovernmental Agreement (IGA) (i.e. Guard Service, Transportation, etc). Any individual agency orders with the Local Government shall clearly define the additional services and/or procedures, a reasonable price, if any, and state that all other terms and conditions of this IGA remain in effect.

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: www.arnet.gov.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)
52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)
52.222-43 Fair Labor Standards Act and the Service Contract Act - Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current local government wage rates shall be the prevailing wages unless notified by the Federal Government.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the *per-diem* rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested *per-diem* rate with the independent government estimate for services, otherwise known as the *Core Rate*;

2. Comparison with *per-diem* rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed *per-diem* rate for services is \$45.00, and shall not be subject to adjustment on the basis of the Irwin County Detention Center's actual cost experience in providing the service. The *per-diem* rate shall be fixed for a period from the effective date of the Agreement forward for 36 months. The *per-diem* rate covers the support of one federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After 36 months, if a rate adjustment is desired, the Local Government shall submit a request through the *eIGA* area of the Detention Services Network (*DSNetwork*). All information pertaining to the jail on *DSNetwork* will be required before a new *per-diem* rate can be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each of the Federal Government components responsible for federal detainees housed at the facility.

The addresses for the USMS components are:

United States Marshals Service
Middle District of Georgia
U.S. Courthouse
Macon, GA 31201
(478) 752- (b)(6)

To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, 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, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in

advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government on a monthly basis; promptly after receipt of an appropriate invoice.

The Local Government shall provide a remittance address below:

Irwin County Detention Center
132 Cotton Drive
Ocilla, GA 31774

Modifications and Disputes

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspections of Services

The Local Government agrees to allow periodic inspections of the facility by Federal Government 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.

Liability

The Local Government shall protect, defend, indemnify, save and hold harmless the Federal Government, DOJ, DHS and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with the performance of this Agreement by the Local Government, its agents, sub-contractors, employees, assignees or any one for whom the Local Government may be responsible. The Local Government shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorneys fees incurred by the Federal Government, DOJ, DHS and its employees or agents. The Local Government's liability shall not be limited by

any provision or limits of insurance set forth in the resulting agreement.

Awarding the Agreement, the Federal Government does not assume any liability to third parties, in awarding and administering this Agreement, the Federal Government does not assume any liability to third parties, nor will the Federal Government reimburse the Local Government for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the Agreement or any subcontract under this Agreement.

The Local Government shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The Federal Government shall be notified in writing of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

1. Agreement No. 20-07-0058	2. Effective Date See Block 13B.	3. Facility Code(s) 4Z8	4. Modification No. 2 Five (5) Six (6)	5. DUNS No.
6. Issuing Federal Agency: U.S. Marshals Service Prisoner Operations Division Washington D.C. 20530-1000		7. Local Government Irwin County Detention Center 132 Cotton Drive Ocilla, GA 31774 Ph. (229) 468- (b)(6) Michael Croft		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$45.00	10. Guard/Transportation Hourly Rate \$14.50		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE THE FOLLOWING LANGUAGE:</p> <p>The Local Government agrees to provide transportation and escort guard services for federal detainees in Immigration and Customs Enforcement (ICE) custody. The Local Government shall provide transportation services/escort guard services for ICE as stated under Guard/Transportation Services to Medical Facility on page 6 of 11 of Agreement Number 20-07-0058.</p> <p>The following language shall be added under the Billing and Financial Provisions on page 9 of 11 of Agreement Number 20-07-0058 for the ICE detainees housed by the Local Government.</p> <p>Enrollment, Invoicing, and Payment</p> <p>A. <u>Enrollment in Electronic Funds Transfer:</u> The Local Government shall provide ICE with the information needed to make all payments by electronic funds transfer (EFT). The Local Government shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form, or by registration in Central Contractor Registration (CCR, www.ccr.gov). The Local Government shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Local Government shall be responsible for providing updated information to the ICE payment office.</p>				
12. 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>3</u> COPIES TO U.S. MARSHAL		
13. APPROVALS				
<p>A. LOCAL GOVERNMENT</p> <p><u>Shomi Gargun</u> Signature</p> <p><u>Sheriff</u> TITLE</p> <p><u>7-8-09</u> DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p><u>Dyfan Ean</u> Signature</p> <p><u>Grants Specialist</u> TITLE</p> <p><u>7/04/09</u> DATE</p>		

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B. Consolidated Invoicing: The Local Government shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

- a. By mail:
DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-DRO-FOD-Atlanta Invoice
- b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)
802-288-7658
- c. By e-mail:
Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and **shall** be notated on every invoice submitted to ICE on or after Month XX, 2008 to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

- a. the name and address of the facility;
- b. Invoice date and number;
- c. Agreement number, line item number and, if applicable, the Task order number;
- d. Terms of any discount for prompt payment offered;
- e. Name, title, and phone number of person to notify in event of defective invoice;
- f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)
- g. the total number of detainees transported;
- h. Number of miles being invoiced by date and the mileage rate;
- i. the name of the transportation guards and the hours by date
- j. the name of each ICE detainee;
- k. detainee's A-number;
- l. specific dates of transportation for each detainee;
- m. an itemized listing of all other charges;

Items a. through g. above must be on the cover page of the invoice. Invoices without the above information may be returned for resubmission.

C. Payment: ICE will transfer funds electronically through either an ACH subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30th) calendar day after receipt of an acceptable and complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act.

All other conditions and terms are to remain the same in accordance with the current Agreement.

REQUEST FOR DETENTION SERVICES
 (RDS) (SUPPORT OF U.S. PRISONERS)

The U.S. Marshal shall complete and submit this form to USMS Headquarters, Attention: Detention Services. Form USM-243 (Schedules A-G) must also be attached for facilities which have never been covered by an IGA as well as those requesting a rate increase. Temporary use requests are exempt from the requirement for Form USM-243 if used 120 days or less.

Section I - General Information

1. DISTRICT
 Middle Georgia

2. NAME & TITLE OF REQUESTOR
 W.S. Robertson, Acting CDUSM

TELEPHONE NO.
 478-752 (b)(6)

3. DATE PREPARED
 4/10/07

4. RDS No. _____ 5. IGA No. _____

6. TYPE OF ACTION REQUIRED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> NEW IGA/TEMP. USE | <input type="checkbox"/> MODIFICATION |
| <input type="checkbox"/> INCLUDE GUARD | <input type="checkbox"/> RATE INCREASE |
| <input type="checkbox"/> INCLUDE TRANSPORTATION | <input checked="" type="checkbox"/> ADD GUARD SERVICES |
| <input type="checkbox"/> OTHER _____ | <input checked="" type="checkbox"/> ADD TRANSPORTATION |
| | <input checked="" type="checkbox"/> OTHER <u>Hospital Guard</u> |

7. LOCAL CONTACT OFFICIAL

Name Michael Croft
 Title Major
 Phone 229-468 (b)(6)

8. NAME & ADDRESS (Facility/Contractor)

Name Irwin County Detention Center
 Street 132 Cotton Drive
 City Ocilla State GA Zip 31774

Section II - Supporting Data (If Temporary-Use, Leave Section II Blank)

9. Prisoner Types to be Included (Check all that apply)

- | | | |
|--|--|---|
| Unsentenced | Sentenced | |
| <input checked="" type="checkbox"/> Adult Male | <input checked="" type="checkbox"/> Adult Male | <input checked="" type="checkbox"/> USMS |
| <input checked="" type="checkbox"/> Adult Female | <input checked="" type="checkbox"/> Adult Female | <input checked="" type="checkbox"/> BOP |
| <input type="checkbox"/> Juvenile Male | <input type="checkbox"/> Juvenile Male | <input checked="" type="checkbox"/> INS |
| <input type="checkbox"/> Juvenile Female | <input type="checkbox"/> Juvenile Female | <input checked="" type="checkbox"/> Material Witnesses (USMS) |

10. Inspection Date (Applicable for Detention Only)

Date of Last Inspection 3/22/07

If facility has not been inspected within the last year an inspection must be conducted and attached to this request. For new facilities, an inspection report must be attached to the request.

11. Projected Federal Annual Utilization Levels

Utilization Category:	U.S. Marshals Service	BOP	ICE	Total
Estimated Inmate Days to be Used Per year	18,250			18,250

Section III - Special Instructions

12. Special Instructions: (i.e., guard services required, number of hours, hourly rate requested, etc.)
 (Temporary-use Agreements: Number of Days, Jail Day Rates if under 120 Day Period).

13. Rate Requested by Local Government \$45.00

Section IV - Approvals

United States Marshal (Signature) (Funds Availability) <u>W.S. Robertson</u>	Estimated Amount <u>\$821,250.00</u>	Date <u>4/10/07</u>
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