



MEMORANDUM
Ozaukee County Sheriff's Office



TO: (b)(6), (b)(7)c & (b)(6), (b)(7)c
Dept of Homeland Security, Bureau of Immigration & Customs

FROM: (b)(6), (b)(7)c Business Manager (b)(6), (b)(7)c

DATE: 10/30/03

RE: October 29, 2003 Fax

Carolyn & Iza,

In response to your fax memo dated 10/29/03, please note the following:

1. The department is billing for round trip mileage as allowed per the contract approved 05/27/03 between department & U.S. Marshal's Service. Please refer the attached copy of the contract on page 2 of 4.
2. The mileage that is billed so far by the department has varied only slightly. A majority of the time the mileage billed is 225. Occasionally the mileage is less or greater than 225 due to circumstances related to traffic and road construction. The examples provided to me of mileage variances are not related to the Ozaukee County Sheriff's department. After reviewing them I am guessing they are part of the billing for Kenosha County Sheriff's department. *my error*

The above explanations should provide you with enough information for processing the payment for September billing.

Cc: Lt. (b)(6), (b)(7)c
Chief Deputy (b)(6), (b)(7)c

COPY


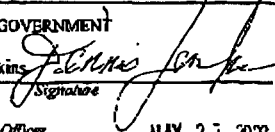
THE FOLLOWING SECTION APPLIES TO ICE DETAINEES ONLY.

Transportation Services. The Service Provider agrees to provide transportation services for ICE detainees between the Provider's facility in ^{PT} Washington, WI, apprehension points, the INS Chicago District Office and other delivery points as determined necessary by Immigration and Customs Enforcement. The purpose of such transportation shall be for booking detainees into or out of the facility or into the custody of ICE and booking new inmates from the custody of ICE into the facility. The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with State of Wisconsin standards for prisoner transport. Two uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under their policies, procedures and practices shall be assigned to each vehicle on each trip. These officers must be appropriately licensed and certified for those duties pursuant to the State of Wisconsin and U.S. Department of Transportation regulations.

Reimbursement for transportation services shall be paid at the rate of thirty-three dollars and eighty-two cents (\$33.82) per hour for each transporting officer and a round trip mileage rate equaling the General Services Administration approved mileage rate (currently 36.0 cents per mile, but subject to change on occasion). Service Provider shall maintain a transportation log documenting all transportation services (date, origin, destination, time, mileage, etc...). Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention. A copy of the transportation log shall be attached to all invoices that contain charges for transportation services.

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

END OF SECTION

1. MODIFICATION NO. Three (3)		2. REQUEST FOR DETENTION SERVICES NO. 180-03		3. EFFECTIVE DATE OF MODIFICATION May 1, 2003	
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION ATTN: DENNIS JENKINS WASHINGTON, D.C. 20530-1000		5. LOCAL GOVERNMENT Ozaukee County Sheriff's Office 1201 Spring Street Pt. Washington, WI 53074-0245		6. IGA NO. 89-92-0055	
				7. FACILITY CODE(S) 7PT	
8. ACCOUNTING CITATION 15X1020			9. ESTIMATED ANNUAL PAYMENT		
10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION: The purpose of this modification is to authorize the Ozaukee County deputy sheriffs to transport Immigration and Customs Enforcement (ICE) detainees between the Ozaukee County Jail and the Regional ICE Detention Office in Chicago, Illinois, including the transporting of United States Marshals Service (USMS) prisoners between the USMS District Office, located in Milwaukee Wisconsin, and the Ozaukee County Jail. This modification also authorizes ICE and the USMS to reimburse the local government of Ozaukee County the hourly rate of \$33.82 per hour, including mileage reimbursement in accordance with the current GSA mileage rates for the Continental United States. <u>THE SERVICE PROVIDER SHALL ADHERE TO THE REQUIREMENTS LISTED ON THE ATTACHED TRANSPORTATION AMENDMENT FOR ICE DETAINEES AND THE ARTICLES PERTAINING TO THE TRANSPORTATION OF USMS PRISONERS.</u>					
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL					
12. APPROVAL					
A. LOCAL GOVERNMENT  Signature SHERIFF 6-6-03 TITLE DATE			B. FEDERAL GOVERNMENT  Dennis Jenkins Signature Contracting Officer MAY 27 2003 TITLE DATE		

Intergovernmental Service Agreement Schedule	IGA No. 89-92-0055	Page No. 3 of 4
--	--------------------	-----------------

ARTICLE XI - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:

- a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and
- b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.

2. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.

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

4. 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.

5. The Federal Government agrees to reimburse the Local Government at the rate of \$33.82 per hour. Mileage shall be reimbursed at the mileage rate established pursuant to the current GSA mileage regulations.

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

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

Intergovernmental Service Agreement Schedule	IGA No. 89-92-0055	Page No. 4 of 4
--	--------------------	-----------------

- b. 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;
- c. 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.

2. Each prisoner will be restrained in handcuffs, 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 USM 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 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.

5. 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 workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

6. The Federal Government agrees to reimburse the Local Government at the rate of \$33.82 per hour. Mileage shall be reimbursed at the rate established pursuant to the current GSA mileage regulations.

THE ABOVE ARTICLES XI AND XII ARE TO BE ADDED TO THE ARTICLES OF THE EXISTING IGA AND ARE APPLICABLE TO THE TRANSPORTING OF USMS PRISONERS.

TRANSPORTATION AMENDMENT
IGA# 89-92-0055

PAGE 2 OF 4

THE FOLLOWING SECTION APPLIES TO ICE DETAINEES ONLY.

Transportation Services. The Service Provider agrees to provide transportation services for ICE detainees between the Provider's facility in ~~Pt.~~ ^{Waukegan} Washington, WI, apprehension points, the INS Chicago District Office and other delivery points as determined necessary by Immigration and Customs Enforcement. The purpose of such transportation shall be for booking detainees into or out of the facility or into the custody of ICE and booking new inmates from the custody of ICE into the facility. The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with State of Wisconsin standards for prisoner transport. Two uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under their policies, procedures and practices shall be assigned to each vehicle on each trip. These officers must be appropriately licensed and certified for those duties pursuant to the State of Wisconsin and U.S. Department of Transportation regulations.

Reimbursement for transportation services shall be paid at the rate of thirty-three dollars and eighty-two cents (\$33.82) per hour for each transporting officer and a round trip mileage rate equaling the General Services Administration approved mileage rate (currently 36.0 cents per mile, but subject to change on occasion). *Service Provider shall maintain a transportation log documenting all transportation services (date, origin, destination, time, mileage, etc..).* Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention. *A copy of the transportation log shall be attached to all invoices that contain charges for transportation services.*

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

END OF SECTION

1. MODIFICATION NO. Three (3)	2. REQUEST FOR DETENTION SERVICES NO. 180-03	3. EFFECTIVE DATE OF MODIFICATION May 1, 2003
----------------------------------	---	--

ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION ATTN: DENNIS JENKINS WASHINGTON, D.C. 20530-1000	5. LOCAL GOVERNMENT Ozaukee County Sheriff's Office 1201 Spring Street Ft. Washington, WI 53074-0245	6. IGA NO. 89-92-0055
		7. FACILITY CODE(S) 7PT

ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT
--------------------------------	-----------------------------

J. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to authorize the Ozaukee County deputy sheriffs to transport Immigration and Customs Enforcement (ICE) detainees between the Ozaukee County Jail and the Regional ICE Detention Office in Chicago, Illinois, including the transporting of United States Marshals Service (USMS) prisoners between the USMS District Office, located in Milwaukee Wisconsin, and the Ozaukee County Jail.

This modification also authorizes ICE and the USMS to reimburse the local government of Ozaukee County the hourly rate of \$33.82 per hour, including mileage reimbursement in accordance with the current GSA mileage rates for the Continental United States.

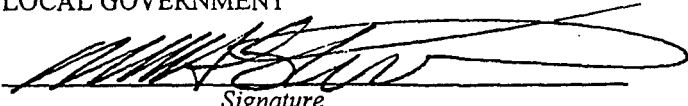
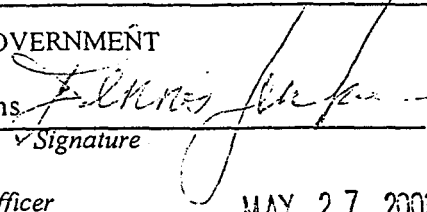
THE SERVICE PROVIDER SHALL ADHERE TO THE REQUIREMENTS LISTED ON THE ATTACHED TRANSPORTATION AMENDMENT FOR ICE DETAINEES AND THE ARTICLES PERTAINING TO THE TRANSPORTATION OF USMS PRISONERS.

2004 JUN 10 11:15 AM
 RECEIVED
 PH 315
 2003 JUN 10 11:15 AM

11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

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

12. APPROVAL

<p>A. LOCAL GOVERNMENT</p> <p> Signature</p> <p><u>SHERIFF</u> <u>6-6-03</u> TITLE DATE</p>	<p>B. FEDERAL GOVERNMENT</p> <p>Dennis Jenkins  Signature</p> <p>Contracting Officer MAY 27 2003 TITLE DATE</p>
---	--

THE FOLLOWING SECTION APPLIES TO ICE DETAINEES ONLY.

Transportation Services. The Service Provider agrees to provide transportation services for ICE detainees between the Provider's facility in Ft. Washington, WI, apprehension points, the INS Chicago District Office and other delivery points as determined necessary by Immigration and Customs Enforcement. The purpose of such transportation shall be for booking detainees into or out of the facility or into the custody of ICE and booking new inmates from the custody of ICE into the facility. The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with State of Wisconsin standards for prisoner transport. Two uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under their policies, procedures and practices shall be assigned to each vehicle on each trip. These officers must be appropriately licensed and certified for those duties pursuant to the State of Wisconsin and U.S. Department of Transportation regulations.

Reimbursement for transportation services shall be paid at the rate of thirty-three dollars and eighty-two cents (\$33.82) per hour for each transporting officer and a round trip mileage rate equaling the General Services Administration approved mileage rate (currently 36.0 cents per mile, but subject to change on occasion). *Service Provider shall maintain a transportation log documenting all transportation services (date, origin, destination, time, mileage, etc...).* Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention. *A copy of the transportation log shall be attached to all invoices that contain charges for transportation services.*

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

END OF SECTION

ARTICLE XI - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:
 - a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and
 - b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.
2. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.
3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the 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.
4. 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.
5. The Federal Government agrees to reimburse the Local Government at the rate of \$33.82 per hour. Mileage shall be reimbursed at the mileage rate established pursuant to the current GSA mileage regulations.

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

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

U.S. Department of Justice

United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No. 89-92-0055

Page No. 4 of 4

- b. 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;
 - c. 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.
2. Each prisoner will be restrained in handcuffs, 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 USM 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 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.
 5. 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 workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.
 6. The Federal Government agrees to reimburse the Local Government at the rate of \$33.82 per hour. Mileage shall be reimbursed at the rate established pursuant to the current GSA mileage regulations.

THE ABOVE ARTICLES XI AND XII ARE TO BE ADDED TO THE ARTICLES OF THE EXISTING IGA AND ARE APPLICABLE TO THE TRANSPORTING OF USMS PRISONERS.