

OFFICE OF THE SHERIFF MARICOPA COUNTY

THOMAS J. AGNOS
SHERIFF

102 W. Madison Street

Phoenix, Arizona 85003

(602) 256-1000
STATEWIDE
TOLL-FREE NUMBER
1-800-282-4803



FAX COVER SHEET

FROM: MARICOPA COUNTY SHERIFF'S OFFICE
PHOENIX, ARIZONA 85003
FAX NUMBER (602) 256-1008

TO: Immigration + Naturalization Service
Western Regional Office
ATTN: Getty Serrano
FAX NUMBER: (714) 643-4348

THIS IS A FAX COMMUNICATION IN REFERENCE TO: _____
U.S. Marshall Contract

PLEASE ACKNOWLEDGE THE RECEIPT OF THE 5 PAGES TRANSMITTED.

b6,b7c

OFFICER SENDING

PH * (602)

b6,b7c

MARICOPA COUNTY BOARD OF SUPERVISORS
AGENDA FORM

APP 50 3/2/90

Contract/Lease for NEW RENEWAL AMENDMENT CANCELLATION
(for existing record Encumbrance No. below)

LOW ORG. NO. 5410 DEPARTMENT: Sheriff CONTROL NUMBER 90-10

ENCUMBRANCE NO. - AGENCY: - CONTROL NUMBER: CJS 90-000

1. BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION:

In September 1989 the Board of Supervisors approved the jail per diem rate of \$38.09 per day for inmate detention during FY 89/90. The US Department of Justice, United States Marshals Service is now requesting a modification to an existing Intergovernmental Agreement, reducing the previously agreed per diem rate of \$40.70 to \$38.09.

2. Compliance with Maricopa County Procurement Code NA D. Dager
Procurement Officer

3. CONTINUED FROM MEETING OF _____ **4. THIS DEPARTMENT WILL CAUSE PUBLICATION**
DISCUSSED IN MEETING OF _____ CLERK OF THE BOARD TO CAUSE PUBLICATION

5. MOTION: It is moved that the Maricopa County Board of Supervisors... approve a modification of the existing Intergovernmental Agreement between Maricopa County and the US Department of Justice, United States Marshals Service to reduce the prisoner per diem rate from \$40.70 to \$38.09, effective July 1, 1990.

6. FINANCIAL: Expenditure Revenue Budgeted Contingency Budget Amendment Transfer Grant or other
Prisoner per diem
\$38.09 General Fund Ray P. Smith 7/27/90
Chief Financial Officer Date

7. PERSONNEL: _____ **8. DEPARTMENT:** Sheriff's Office
Thomas A. Connor 2-14-90
Personnel Director Date Admin Recommended by Date

9. MATERIALS MANAGEMENT: _____ **10. LEGAL:** _____
Materials Management Director Date Deputy County Attorney Date
W. MEE 2-8-90

11. OTHER: _____ **12. APPROVED FOR AGENDA:** _____
Signature Date Approving Officer Date
Robert P. Cuckson 7-27-90

13. OTHER: W. MEE _____ **14. RECOMMENDATION OF COUNTY MANAGER:** _____
Signature Date Approve Disapprove
W. MEE 2-8-90

14. BOARD OF SUPERVISORS: Action taken: _____
 Approved Amended Disapproved Deleted
Continued to: _____
(Date and type of meeting)
W. MEE 2-8-90
Chair of the Board Date County Manager Date

United States Department of Justice
United States Marshals Service

Housing of Federal Prisoners

1. AGREEMENT NUMBER J-E08-M-129	2. EFFECTIVE DATE 5/1/83	3. REQUISITION/PURCHASER/ROLLST NO. 0137-E08-83	4. CONTROL NO.
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5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER SUPPORT DIVISION CONTRACTS BRANCH 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102	6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Maricopa Co. Board of Supervisors 102 W. Madison Phoenix, Arizona 85003	FACILITY CODE(S) 9AN 9R 9SL
	7. APPROPRIATION DATA Contact Person: Major b6,b7c Area Code & Telephone No. (602) b6,b7c	

8. ITEM NO.	9. SUPPLIES/SERVICES	10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
(1)	This Agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners in accordance with the contents set forth herein:	ESTIMATED USMS PRISONER DAYS/YR		FIXED RATE	ESTIMATED ANNUAL PAYMENT
(2)	This Agreement consists of the following: (A) I-G-A Cover Page, Form #241 (B) Agreement Schedule, Pages 2, 3 and 4.	36,000	PD's	\$28.50	\$1,026,000

14. AGENCY CERTIFYING To the best of my knowledge and belief, data submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.	15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER Date 4-19-83 JERRY V. HILL, SHERIFF Name (Type or Print) Title
	Date 4-18-83 Hawley Atkinson, Chairman, Board of Supervisors Name (Type or Print) Title

16. TYPE OF USE <input type="checkbox"/> Hold Over <input checked="" type="checkbox"/> Regular Support <input type="checkbox"/> Seasonal Support <input type="checkbox"/> Other	17. PRISONER TYPE TO BE INCLUDED UNSENTENCED <input checked="" type="checkbox"/> Adult Male <input type="checkbox"/> Adult Female <input checked="" type="checkbox"/> Juvenile Male * Juvenile Female <input checked="" type="checkbox"/> Aliens *Emergency basis only-NIE 48 hours	SENTENCED <input checked="" type="checkbox"/> Adult Male <input type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Work Release <input type="checkbox"/> YCA Male <input type="checkbox"/> YCA Female	19. This Negotiated Agreement is hereby Approved and Accepted for THE UNITED STATES OF AMERICA BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE BY <u>J. Enders</u> SIGNATURE OF AUTHORIZING OFFICIAL
18. LEVEL OF USE <input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major	20. ANTICIPATED ANNUAL USAGE UNSENTENCED SENTENCED ALIENS TOTAL No. of Prisoners 36,000 100 1,000 37,100 Prisoner Days Guard Hours		21. NAME OF AUTHORIZING OFFICIAL (Type or Print) Joseph B. Enders DATE SIGNED April 5, 1983

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

UNITED STATES MARSHALS SERVICE

AGREEMENT SCHEDULE
(SUPPORT OF U.S. PRISONERS)

AGREEMENT NO:

J-EOS-M-129

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ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service and other federal user agencies (the government) and Maricopa County, Arizona (the County) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Maricopa County Jail, Avondale Substation, and Durango Correction & Detention Center (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The County agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
2. The County agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the government.
3. The County agrees to provide transportation between Maricopa County facilities as necessary for medical attention or for classification purposes. To the extent possible, federal prisoners will be brought downtown from satellite facilities upon adequate notification by the USMS.

ARTICLE III - RECEIVING AND DISCHARGE

1. The County agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The County agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded to custody by a U.S. Marshal may only be released to a U.S. Marshal or an agent specified by the U.S. Marshal of the Judicial District.
3. Government user agencies agree to maintain federal prisoner population levels at or below the level established by the facility administrator. The facility administrator may establish levels for each user agency.
4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical or emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE IV - PERIOD OF PERFORMANCE

This Agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the County may suspend or restrict the use of the facility by any or all federal agencies by giving written notice to the U.S. Marshal and the affected user agency. Such notice will be provided 30 days in advance of the

UNITED STATES MARSHALS SERVICE
AGREEMENT SCHEDULE
 (SUPPORT OF U.S. PRISONERS)

AGREEMENT NO.

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Effective date of formal termination and at least two weeks in advance of a suspension of restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE V - ECONOMIC PRICE ADJUSTMENT

1. Payment rates shall be established on the basis of actual costs associated with the operation of the facility during a recent annual accounting period or upon an approved annual operating budget.
2. The rate may be renegotiated not more than once per year, after the Agreement has been effective for twelve months.
3. The County may initiate a request for a rate increase or decrease by notifying the U.S. Marshal in writing at least 60 days prior to the desired effective date of the adjustment. Each rate adjustment submitted must include a completed Basic Data Sheet and Certification Form available from the U.S. Marshal. The County agrees to provide additional cost information to support a rate increase and to permit an audit of accounting records upon request of the Marshals Service.
4. Criteria used to evaluate the increase or decrease in the per-capita rate shall be those specified in the Federal cost standards for contracts and grants with State and local governments issued by the Office of Management and Budget.
5. The effective date of the rate modification will be negotiated and specified on the GA Modification form approved and signed by a Marshals Service Contracting Officer. The effective date will be established on the first day of a month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the U.S. Marshal.
6. Unless other justifiable reasons can be documented by the County, per diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VI - FINANCIAL PROVISIONS

1. The billing addresses of the agencies using this facility are as follows:

PAYOR

United States Marshal
 230 North First Avenue
 Phoenix, Arizona 85025

Phone: (602) 261-3621

PAYOR

Bureau of Prisons
 Community Programs Manager
 1419 Federal Building
 230 North First Avenue
 Phoenix, Arizona 85025

Phone: (602) 621-4947

Immigration & Naturalization Service
 Asst. Regional Commissioner, PMP
 Terminal Island
 San Pedro, California

Phone: (213) 548-2361

UNITED STATES MARSHALS SERVICE
AGREEMENT SCHEDULE
 (SUPPORT OF U.S. PRISONERS)

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The government shall reimburse the County at the fixed rate identified on page one of the agreement. The rate covers one person per prisoner day. The government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The County may bill for the day of arrival but not for the day of departure.

3. The County shall bill each federal agency for prisoner services provided on a monthly basis. Monthly billing shall list each federal prisoner, the specific dates of confinement for each, and the total days to be reimbursed, the agreed upon rate per day, and the total amount billed (total days multiplied by the rate per day).

ARTICLE VII - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the Marshals Service to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the Marshals Service and shall be returned to the custody of the Marshals Service upon termination of the agreement.

2. The County agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable property and to immediately report the loss or destruction of accountable property to the U.S. Marshal. Annual inventory reports will be provided by the County to the U.S. Marshal.

3. The dollar value of property provided each year will not exceed the annual dollar payment made by the Marshals Service for prisoner support.

ARTICLE VIII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the U.S. Marshals Service contracting officer and submitted to the County on form USM 241a for approval.

2. Disputes, questions or concerns pertaining to this agreement will be resolved between the U.S. Marshal and the appropriate County official. Unresolved issues are to be directed to the Chief, Prisoner Support Division, U.S. Marshals Service Headquarters.

ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. The County agrees to allow periodic inspections of the facility by U.S. Marshals Service Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement and levels of services.

2. The Marshals Service will endeavor to provide or acquire technical training and management assistance from other federal, state or local agencies or national organizations upon the request of the facility administrator.

UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF JUSTICE
U.S. MARSHALS SERVICE

SOLICITATION, OFFER AND AWARD

Page 1 of 35

1. CONTRACT NUMBER J-E08-M-129		CODE: 9SE 9AM, 9RY-D3	2. RFP. NUMBER 235-C-08-80	3. ISSUE DATE February 12, 1980
4. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION CONTRACTS AND AGREEMENTS BRANCH 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102			5. ADDRESS OFFER TO (if other than Block 4)	

SOLICITATION

6. The United States Marshals Service solicits your proposal for the housing, safekeeping and subsistence of federal prisoners and other services listed in any continuation sheets hereof. It is the intent of this solicitation to obtain all the services specified in the schedule in accordance with the conditions of confinement.

THIS SOLICITATION CONSISTS OF THE FOLLOWING:

- Solicitation, Offer and Award, Form USM 241, 4 pages
- The solicitation Instructions and Conditions, Form USM _____, 1 page.
- The schedule attached hereto 4 pages(s).
- Conditions of Confinement, 11 pages.
- The General Contract Provisions, 15 pages.
- Service Contract Act of 1965, as amended, (Incorporated by Reference).

OFFER (pages 2 thru 4 must also be fully completed by offeror)

7. The offeror having satisfied himself as to the conditions of confinement (except as noted in the cover page thereof hereby proposes and agrees to perform the required services as stated herein subject to the Government's acceptance of the following cost considerations or other rates or considerations mutually agreed to through subsequent negotiations:

\$ 18.00 per prisoner per day.

8. OFFEROR NAME AND ADDRESS (Street, city, county, State and ZIP code) Maricopa County Board of Supervisors 102 W. Madison Phoenix, Arizona 85003 REA CODE AND TELEPHONE NO. ▶	9. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) FRED KOORY, CHAIRMAN, BOARD OF SUPERVISORS
	SIGNATURE & DATE <i>Fred Koory</i> JUN 23 1980
	SIGNATURE & DATE

AWARD (To be completed by Government)

10. <input type="checkbox"/> NEGOTIATED RATE	11. AMOUNT \$1,259,118 69,951 PDs	12. Your offer on this solicitation including the additions or changes made by you which additions or changes are set forth in full herein, is hereby accepted as to the items listed and on any continuation sheets. THE UNITED STATES OF AMERICA BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE BY <i>Burdette S. Burton</i> (SIGNATURE OF CONTRACTING OFFICER)
<input checked="" type="checkbox"/> RATE ACCEPTED AS PROPOSED \$18.00		
13. ACCOUNTING AND APPROPRIATION DATA 1511020 \$429,642 23,869 PDs (Estimated 24,000 PDs annually)		16. DATE SIGNED 1-28-81
14. EFFECTIVE DATE OF CONTRACT May 1, 1980	15. EXPIRATION DATE April 31, 1983	NAME OF CONTRACTING OFFICER (Type or Print) BURDETTE S. BURTON

OFFEROR'S REPRESENTATIONS AND CERTIFICATIONS

1. CONTINGENT FEE REPRESENTATION (Check appropriate boxes): The offeror represents (a) that he has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) that he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer, (NOTE: For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Chapter 1, Subpart 1-1-5.)

2. EQUAL OPPORTUNITY

- (a) He has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he has, has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)
- (b) The bidder (or offeror) represents that (1) he has developed and has on file, has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) he has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- (a) By submission of this proposal, each offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices on this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to award directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- (b) Each person signing this proposal certifies that:
- (1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) through (a)(3) above; or
 - (2)(i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), and as their agent does hereby so certify, and
 - (ii) He has not participated, in any action contrary to (a)(3).

(c) This certification is not applicable to a foreign offeror submitting a proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A proposal will not be considered for award where (a)(1), (3), or (b) has been deleted or modified. Where (a)(2) has been deleted or modified, the proposal will not be considered for award unless the offeror furnished with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

4. NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The Certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

5. CERTIFICATION OF NONSEGREGATED FACILITIES:

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, which are segregated by explicit national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certification in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities as required by May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Certifications may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

6. CLEAN AIR AND WATER CERTIFICATION:

(Applicable if bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean

OFFEROR'S REPRESENTATIONS AND CERTIFICATIONS

Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed contract has , has not , been listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (c) He will include substantially this certification, including this paragraph in every nonexempt subcontract.

7. MINORITY BUSINESS ENTERPRISE:

(Applicable if bid or offer is in excess of \$10,000.) The offeror represents that he is, is not "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Alcuits.

- 8. By submission of this proposal, the offeror hereby certifies that he is not barred by any Government agency from doing business with the Government

NAME OF OFFEROR OR BIDDER		RFP OR CONTRACT NO.
MARICOPA COUNTY BOARD OF SUPERVISORS		235-C-08-80
By (Signature)	TITLE	DATE
FRED KOORY, JR. /s/	CHAIRMAN	JUNE 23, 1980

ADDENDUM TO
UNITED STATES FEDERAL CONTRACT
FOR
CARE AND CUSTODY OF U. S. MARSHAL'S PRISONERS

SUBJECT: DESCRIBING GENERAL AND SPECIAL MEDICAL CARE

GENERAL MEDICAL CARE:

This shall be taken to mean the regular medical care and medications dispensed in the dispensaries of the several institutions operated by Maricopa County General Jail System which includes the services of medical doctors, and registered nurses.

SPECIAL MEDICAL CARE:

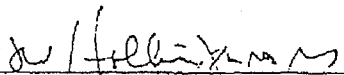
This shall be taken to mean all situations whereby the medical staff determines that the kind of treatment required can only be taken care of at the Maricopa County General Hospital, or in the special Psychiatric Unit at Durango. If a federal prisoner is medically ordered to the Maricopa County General Hospital, the Federal Government shall be responsible for the hospital room, ward or clinic cost, whichever the case may be, any medications, X-rays, surgery, or other medical attention that is required in each individual case.

Special Medical Care also includes psychiatric care. If an individual is determined to be in need of psychotropic drug therapy, or is considered to be hallucinating, schizophrenic, paranoid to an excessive degree, by a registered psychiatrist, then that individual will be moved to the Special Psychiatric Unit at Durango at an additional charge of \$11.00 per day, per each day the federal prisoner is so housed, will be incurred against the Government.



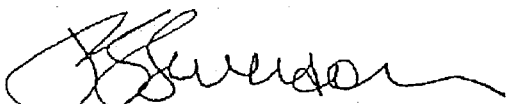
GEORGE ROWLAND, M.D., DIRECTOR
PUBLIC HEALTH SERVICES

DATE: May 20, 1980



STUART HOLLINGSWORTH, M.D.
CHAIRMAN OF PSYCHIATRY

DATE: MAY 20, 1980




P. L. SEVERSON, DIRECTOR
MARICOPA COUNTY DETENTION DIV.

DATE: 19 May 1980

APPROVED AS TO FORM ON May 20, 1980.

U.S. MARSHAL FOR CONTRACT OFFICER
DATE:



Deputy County Attorney

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Five (5)		2. EFFECTIVE DATE OF MODIFICATION July 1, 1989	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Maricopa County Detention Center 111 South Third Ave. Phoenix, AZ 85003		5. IGA NO. J-E08-M-129
		6. FACILITY CODE(S) 9AM, 9RY, 9SE, 9AK, 8PX, 8PY, 8PZ	
7. ACCOUNTING CITATION 15X1020		8. ESTIMATED ANNUAL PAYMENT \$2,094,950.00	
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: A. The jail day rate is decreased from \$40.70 to \$38.09 effective July 1, 1989. B. The estimated USMS prisoner days per year is changed to 55,000.			
10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:			
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL	
11. APPROVALS:			
A. LOCAL GOVERNMENT <u>Jim Brunas</u> Signature CHAIRMAN TITLE MAR 12 1990 DATE		B. FEDERAL GOVERNMENT <u>P. H. Macherey</u> Signature Patricia H. Macherey, Chief Prisoner Operations Division TITLE 12/19/89 DATE	

MODIFICATION			INTERGOVERNMENTAL SERVICE AGREEMENT		PAGE 1 OF 1
1. MODIFICATION NO. One (1)	2. EFFECTIVE DATE 9/1/84	3. ACQUISITION/PURCHASE REQUEST NO. 0170-E08-84	4. CONTROL NO.		
5. ISSUING OFFICE United States Marshals Service Operations Support Division Program Administration Branch One Tysons Corner Center McLean, Virginia 22102		6. ADMINISTERED BY (If other than Block 3)		CODE	
7. GOVERNMENT ENTITY Maricopa County Board of Supervisors 102 West Madison Phoenix, Arizona 85003		FACILITY CODE 9AM, 9RY, 9SE	8. MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER. J-E08-M-129 DATED 5/1/83		

9. ACCOUNTING AND APPROPRIATION DATA (If required)

1541020 (\$103,020)	1551020 (\$1,236,240)
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10. DESCRIPTION OF MODIFICATION The purpose of this Modification is to increase the daily rate from \$28.50 to \$34.34 effective September 1, 1984, and to incorporate the Prompt Payment Act as set forth accordingly:

On Page 3 of 4, Article VI, delete Paragraph 3, and insert the following:

3. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this agreement and requires the payment to the County of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-25.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date payment is made.

5. The original invoice shall be submitted to the government office that has been designated to receive invoices, as stated in paragraph 1. To constitute a proper invoice, the invoice must include the name, title, phone number and complete mailing address of the official of the designated payment office. In addition, it shall list the names of each federal prisoner, the specific dates of confinement for each, the total days to be reimbursed, the agreed upon rate per day and the total amount billed (total days multiplied by the rate per day).

Except as provided herein, all terms and conditions of the documents referenced in Block 8, as heretofore changed, remain unchanged and in full force and effect.

11. LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT LOCAL GOVT. IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U. S. MARSHAL

12. LOCAL GOVERNMENT <i>Fred Koozy, Jr.</i> <small>(Signature of person authorized to sign)</small>	13. UNITED STATES OF AMERICA <i>J.B. Enders</i> <small>(Signature of AUTHORIZING OFFICIAL)</small>
---	--

13. NAME AND TITLE OF SIGNER (Type or print) Fred Koozy, Jr. CHAIRMAN	14. DATE SIGNED DEC 3 1984	15. NAME OF AUTHORIZING OFFICIAL JOSEPH B. ENDERS	16. DATE SIGNED 10/1/84
---	--------------------------------------	---	-----------------------------------

MARICOPA COUNTY BOARD OF SUPERVISORS

AGENDA INFORMATION FORM

DIVISION: Sheriff

BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION:

It is requested that the Board of Supervisors approve a modification of Intergovernmental Service Agreement #J-E08-M-129, between Maricopa County and the U. S. Marshal's Service.

The former agreement between the U. S. Marshal's Service and Maricopa County provided for a daily prisoner per diem rate of \$34.34, to be paid by the Marshal's Service. The appended agreement between the parties calls for an increase to \$50.50 for the same service, retroactive to 1 September 1985. The Marshal's Service is allocating nearly 2 million dollars to be paid to Maricopa County under the new arrangement.

FILE

CONTINUED FROM MEETING OF _____ DISCUSSED IN POLICY ON _____

THIS DEPARTMENT WILL CAUSE PUBLICATION CLERK OF THE BOARD TO PUBLISH

MOTION: It is moved that the Maricopa County Board of Supervisors... approve a modification of Intergovernmental Service Agreement #J-E08-M-129, between Maricopa County and the U. S. Marshal's Service, raising the daily prisoner per diem rate from \$34.34 to \$50.50, to be paid by the Marshal's Service to Maricopa County.

FINANCIAL: Budgeted Contingency Budget Amendment Transfer Grant or other

\$ 2,000,000 (REVENUE) GENERAL FUND Financial Officer 12/16/85

PERSONNEL:

Personnel Director Date OTHER: (signature) Date 12/12/85

LEGAL: Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Maricopa County Board of Supervisors.

J. Eugene Nail Deputy County Attorney 12-18-85 Date

DEPARTMENT: SHERIFF

APPROVED FOR AGENDA:

Action Recommended By 9 Dec 85 Date

Approving Official Date

BOARD OF SUPERVISORS: Action taken: Approved Disapproved Deleted

RECOMMENDATION OF COUNTY MANAGER: X Approve Disapprove

Continued to: (Date & type of meeting)

Comments:

Clerk of the Board 1-6-86 Date

County Manager Date

MARICOPA COUNTY BOARD OF SUPERVISORS

AGENDA FORM

Contract/Lease for NEW RENEWAL AMENDMENT CANCELLATION
(for existing, record Encumbrance No. below)

LOW ORG. NO. 5410 DEPARTMENT: Sheriff CONTROL NUMBER: 92-02

ENCUMBRANCE NO. CS921092 AGENCY: _____ CONTROL NUMBER: CJS91-161

1. BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION:

In May 1991 the Board of Supervisors approved the jail per diem rate of \$35.76 per day for inmate detention during FY 91/92. The US Department of Justice, United States Marshals Service is now requesting modification to an existing Intergovernmental Agreement, reducing the previously agreed per diem rate of \$37.31 to \$35.76.

2. Compliance with Maricopa County Procurement Code 10 _____
article paragraph Procurement Officer

3. CONTINUED FROM MEETING OF _____
DISCUSSED IN MEETING OF _____

4. THIS DEPARTMENT WILL CAUSE PUBLICATION
 CLERK OF THE BOARD TO CAUSE PUBLICATION

5. MOTION: It is moved that the Maricopa County Board of Supervisors . . .
approve a modification of the existing Intergovernmental Agreement between Maricopa County and the US Department of Justice, United States Marshals Service to reduce the prisoner per diem rate from \$37.31 to \$35.76 effective July 1, 1991.

6. FINANCIAL: Expenditure Revenue Budgeted Contingency Budget Amendment Transfer Grant or other

\$ 35.76 ALL DAY PER PRISONER INTERGOV AGREEMENT
Total Fund Financial Officer Date

7. PERSONNEL:

Personnel Director Date

8. DEPARTMENT: Sheriff
Thomas J. Ligea 11-27-91
Action Recommended by Date

9. MATERIALS MANAGEMENT:
A. _____
Materials Management Director Date
B. _____
W-MBE Representative Date

10. LEGAL: Approval of to form and within the power and authority granted under the laws of the state of Arizona to the Maricopa County Board of Supervisors.
Mary Collins 12/15/91
Deputy County Attorney Date

11. OTHER:

Signature Date

12. APPROVED FOR AGENDA:

Approving Official Date

13. OTHER:

Signature Date

15. RECOMMENDATION OF COUNTY MANAGER:
 Approve Disapprove
Comments:

14. BOARD OF SUPERVISORS: Action taken:
 Approved Amended Disapproved Deleted
Continued to: _____
(Date and type of meeting) JAN. 05 1992
Sharon McLaughlin
Clerk of the Board Date

County Manager Date

1200-006 A7-88

MARICOPA COUNTY BOARD OF SUPERVISORS
AGENDA FORM

CBO 94-375

Contract/Lease for NEW RENEWAL AMENDMENT CANCELLATION
(for existing, record Encumbrance No. below)

IW ORG. NO. _____ DEPARTMENT: Sheriff CONTROL NUMBER: 94-13

ENCUMBRANCE NO. CS921092 AGENCY: _____ CONTROL NUMBER: _____

1. BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION:

The Maricopa County Sheriff's Office requests the Board of Supervisors approve a modification of the Intergovernmental Agreement with the United States Marshals Service. This modification extends the temporary per diem rate of \$70 per day per inmate, until June 30, 1994, and stated specific procedural changes.

2. Compliance with Maricopa County Procurement Code _____ article _____ paragraph _____ Procurement Officer _____

3. CONTINUED FROM MEETING OF _____ DISCUSSED IN MEETING OF _____ 4. THIS DEPARTMENT WILL CAUSE PUBLICATION CLERK OF THE BOARD TO CAUSE PUBLICATION

5. MOTION: It is moved that the Maricopa County Board of Supervisors . . . approve the modification of the Intergovernmental Agreement with the United States Marshals Service. until June 30, 1994

6. FINANCIAL: Expenditure Revenue Budgeted Contingency Budget Amendment Transfer Grant or other
Extend per diem rate of \$70 for Federal prisoner
\$ _____ General Fund 5.29 Financial Officer 4-11-94 Date

7. PERSONNEL:

Personnel Director _____ Date _____

8. DEPARTMENT: Sheriff's Office
[Signature] 3-31-94
Action Recommended by _____ Date _____

9. MATERIALS MANAGEMENT:
A. _____
Materials Management Director _____ Date _____
B. _____
W/MBE Representative _____ Date _____

10. LEGAL: Approved as to form and content for review and authentic process under the laws of the state of Arizona of the Maricopa County Board of Supervisors.
[Signature] 4/16/94
Deputy County Attorney _____ Date _____

11. OTHER: _____
Signature _____ Date _____

12. APPROVED FOR AGENDA:

Approving Official _____ Date _____

13. OTHER: _____
Signature _____ Date _____

15. RECOMMENDATION OF COUNTY MANAGER:
 Approve Disapprove
Comments:

14. BOARD OF SUPERVISORS: Action taken:
 Approved Amended Disapproved Deleted
Continued to: _____
[Signature] 5/4/94
Clerk of the Board _____ Date _____

[Signature]
County Manager _____ Date _____

MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT				PAGE	OF
				1	1
1. MODIFICATION NO. Two (2)	2. EFFECTIVE DATE 9/1/85	3. REQUISITION/PURCHASE REQUEST NO. 0016-E08-86	4. CONTROL NO.		
5. ISSUING OFFICE CODE UNITED STATES MARSHALS SERVICE OPERATIONS SUPPORT DIVISION PROGRAM ADMINISTRATION BRANCH 1 TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102		6. ADMINISTERED BY (If other than block 5) CODE			
7. GOVERNMENT ENTITY FACILITY CODE 9AM, 9RY 9SE Maricopa County Detention Center 111 South Third Avenue, Room 502 Phoenix, Arizona 85003		8. MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER. J-E08-M-129 DATED 4/5/83			
9. ACCOUNTING AND APPROPRIATION DATA (if required) 1551020 (\$151,500) 1561020 (\$1,818,000)					
10. DESCRIPTION OF MODIFICATION The purpose of this Modification is to increase the jail day rate from \$34.34 to \$50.50, effective September 1, 1985.					
<p><i>George Campbell</i> George Campbell, Chairman</p> <p><i>Cherie Ellig</i> Cherie Ellig, Clerk</p>					
Except as provided herein, all terms and conditions of the document referenced in block 8, as hereinafter changed, remain unchanged and in full force and effect.					
11. LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> LOCAL GOVT. IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U. S. MARSHAL <input checked="" type="checkbox"/>					
12. LOCAL GOVERNMENT BY <i>George Campbell</i> (Signature of person authorized to sign)			14. UNITED STATES OF AMERICA BY <i>J. B. Enders</i> (Signature of AUTHORIZING OFFICIAL)		
13. NAME AND TITLE OF SIGNER (Type or print) George Campbell CHAIRMAN		16. DATE SIGNED JAN 6 1986	15. NAME OF AUTHORIZING OFFICIAL (Type or print) Joseph B. Enders		18. DATE SIGNED 11/18/85

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Three (3)		2. EFFECTIVE DATE OF MODIFICATION July 1, 1986	
3. ISSUING OFFICE United States Marshals Service Operations Support Division Program Administration Branch One Tysons Corner Center McLean, Virginia 22102	4. LOCAL GOVERNMENT Maricopa County Detention Center 111 South Third Avenue Phoenix, Arizona 85003		5. IGA NO. J-E08-M-129
		6. FACILITY CODE(S) <u>9AM</u> <u>9RY</u> <u>9SE</u>	
7. ACCOUNTING CITATION 1561020 1571020		8. FUNDING AMOUNT \$395,280 \$1,581,120	
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 decrease the jail day rate from \$50.50 to \$43.92 effective July 1, 1986.			
10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:			
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL	
11. APPROVALS:			
A. LOCAL GOVERNMENT <u>Fred Krueger</u> Signature CHAIRMAN TITLE MAY 4 1987 DATE		B. FEDERAL GOVERNMENT <u>Joseph B. Enders</u> Signature JOSEPH B. ENDERS, CHIEF Operations Support Division TITLE 2/13/87 DATE	

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. <p style="text-align: center;">Four (4)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">July 1, 1987</p>	
3. ISSUING OFFICE <i>United States Marshals Service Operations Support Division Program Administration Branch One Tysons Corner Center McLean, Virginia 22102</i>	4. LOCAL GOVERNMENT <i>Maricopa County Detention Center 111 South Third Avenue Phoenix, Arizona 85003</i>	5. IGA NO. <p style="text-align: center;">J-E08-129</p>	6. FACILITY CODE(S) <u>9AM</u> <u>9RV</u> <u>9SE</u>
7. ACCOUNTING CITATION <p style="text-align: center;">1571020 1581020</p>		8. FUNDING AMOUNT <p style="text-align: center;">\$366,300 \$1,465,200</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 style="text-align: center;">The purpose of this Modification is to decrease the jail day rate from \$43.92 to \$40.70 effective July 1, 1987.</p>			
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 <i>Lawrence K. ...</i> _____ Signature CHAIRMAN DEC 07 1987 TITLE DATE		B. FEDERAL GOVERNMENT <i>J. B. Enders</i> _____ Signature JOSEPH B. ENDERS, CHIEF Operations Support Division 10/8/87 TITLE DATE	

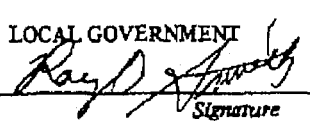

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Five (5)		2. EFFECTIVE DATE OF MODIFICATION July 1, 1989	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Maricopa County Detention Center 111 South Third Ave. Phoenix, AZ 85003		5. IGA NO. J-E08-M-129
		6. FACILITY CODE(S) 9AM, 9RY, 9SE, 9AK, 8PX, 8PY, 8PZ	
7. ACCOUNTING CITATION 15X1020		8. ESTIMATED ANNUAL PAYMENT \$2,094,950.00	
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: A. The jail day rate is decreased from \$40.70 to \$38.09 effective July 1, 1989. B. The estimated USMS prisoner days per year is changed to 55,000.			
10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:			
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL	
11. APPROVALS:			
A. LOCAL GOVERNMENT <u>Jim Bruner</u> Signature CHAIRMAN TITLE MAR 12 1990 DATE		B. FEDERAL GOVERNMENT <u>P. H. Macheray</u> Signature Patricia H. Macheray, Chief Prisoner Operations Division TITLE 12/19/85 DATE	

U.S. Department of Justice
United States Marshals Service

Modification Intergovernmental Agreement

1. MODIFICATION NO. <p style="text-align: center;">Six (6)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">July 1, 1990</p>	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210		4. LOCAL GOVERNMENT Maricopa County Detention Center 111 South Third Ave. Phoenix, AZ 85003	
		5. IGA NO. J-E08-M-129	6. FACILITY CODE(S) 9AM, (RY, 9SE, 9AK 8PX, 8PY, 8PZ
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>		8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">\$2,238,600.00</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 style="text-align: center;">The jail day rate is decreased from \$38.09 to \$37.31 effective July 1, 1990, and the estimated annual USMS prisoner days is changed to 60,000.</p>			
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  _____ Signature TITLE DATE		B. FEDERAL GOVERNMENT  _____ Signature Ackis Chief, Prisoner Operations Division TITLE DATE 11/1/91	

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Rev. 11/89)

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U.S. Department of Justice
United States Marshals Service

CS921092

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Seven (7)		2. EFFECTIVE DATE OF MODIFICATION July 1, 1991	
3. ISSUING OFFICE U.S. MARSHALS SERVICE Procurement Division IGA Section 600 Army Navy Drive ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Maricopa County Sheriff's Office 102 W. Madison Phoenix, Arizona 85003		5. IGA NO. I-EQB-M-129
7. ACCOUNTING CITATION 15X1020		8. ESTIMATED ANNUAL PAYMENT \$2,860,000	
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 decrease the jail day rate from \$37.31 to \$35.76 effective July 1, 1991.			
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>3</u> COPIES TO U.S. MARSHAL	
11. APPROVALS:			
A. LOCAL GOVERNMENT <u>Robert Bayless</u> Signature <u>Chairman</u> TITLE <u>JAN 06 1992</u> DATE		B. FEDERAL GOVERNMENT <u>Victor Lopez</u> Signature <u>Contract Specialist</u> TITLE <u>10/23/91</u> DATE	

John McCarroll
CLERK, BOARD OF SUPERVISORS

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Page 1 of 1 Page.

This agreement is approved as to form and is determined to be within the powers and authority granted under the laws of the State of Arizona.

Mary G. Collins
Deputy/County Attorney

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. <p style="text-align: center;">Eight (8)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">January 1, 1993</p>	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210		4. LOCAL GOVERNMENT Maricopa County Board of Supervisors 102 West Madison Phoenix, AZ 85003	
		5. IGA NO. J-E08-M-129	
		6. FACILITY CODE(S) 9AM, 9RY, 9SE, 9AK, 8PX, 8PY, 8PZ	
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>		8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">\$7,612,497.00</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 style="text-align: center;">The purpose of this Modification is to increase the rate from \$35.76 to the temporary rate of \$70.00 effective January 1, 1993 through June 30, 1993, to establish a \$70.00 day rate for psychiatric care, and to incorporate the availability of funds clause, as set forth below:</p> <p style="text-align: center;">1. On Page 2 of 4, under Article II, Paragraph 2, revise the last sentence to read as follows:</p> <p style="text-align: center;">"All costs associated with hospital or health care services provided outside the facility will be paid directly by the government to the medical facility or person performing service".</p>			
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  _____ Signature <u>Chairman</u> TITLE <u>3/5/93</u> DATE		B. FEDERAL GOVERNMENT Vicki Lipov  _____ Signature <u>Contracting Officer</u> TITLE <u>1/5/93</u> DATE	

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(Rev. 9/91)

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U.S. Government Printing Office: 1992-312-527/81009

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule	IGA No. J-E08-M-129	Page No. <u>2 of 2</u>
<p>2. On Page 3 of 4, under Article V, delete Paragraph 1 in its entirety and insert the following:</p> <p><u>ARTICLE V - TEMPORARY PER DIEM RATE</u></p> <p>1. A temporary jail day rate of \$70.00 has been established for a period of six (6) months, expiring on June 30, 1993, pending receipt of actual and allowable costs associated with the operation of the facility. The jail day rate for subsequent periods will be adjusted based on the actual operational costs for the facility which could result in the rate decreasing, increasing, or remaining unchanged.</p> <p>3. On Page 4 of 4, add the following Article X:</p> <p><u>ARTICLE X - AVAILABILITY OF FUNDS</u></p> <p>The Federal Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment can be made and no legal liability on the part of the Government for any payment may arise until such funds are available.</p>		

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

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. <p style="text-align: center;">Nine (9)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">July 1, 1993</p>	
3. ISSUING OFFICE U. S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Maricopa County Board of Supervisors 102 West Madison Phoenix, AZ 85003		5. IGA NO. J-E08-M-129
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>	6. FACILITY CODE(S) 9AM, 9RY, 9SE, 9AK, 8PX, 8PY, 8PZ		
	8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">\$7,560,000</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 style="text-align: center;">The purpose of this Modification is to extend the temporary rate of \$70.00 from July 1, 1993 through December 31, 1993.</p>			
10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:			
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL	
11. APPROVALS:			
A. LOCAL GOVERNMENT <u>Jim Brewer</u> Signature <u>Chairman, Board of Supervisors</u> <u>8/1/93</u> TITLE DATE		B. FEDERAL GOVERNMENT <u>Vicki Lipov</u> Signature <u>Contracting Officer</u> <u>8/25/93</u> TITLE DATE	

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(Rev. 9/91)

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*U.S. Government Printing Office: 1092-212-327/81803

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. <p style="text-align: center;">Ten (10)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">January 1, 1994</p>	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210		4. LOCAL GOVERNMENT Maricopa County Board of Supervisors 102 West Madison Phoenix, AZ 85003	
5. IGA NO. J-EOB-M-129		6. FACILITY CODE(S) 9AM, 9RY, 9SE, 9AK, 8PX, 8PY, 8PZ	
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>		8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">\$1,890,000</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 style="text-align: center;">The purpose of this modification is to extend the temporary rate of \$70.00 from January 1, 1994 through June 30, 1994, and to incorporate specific required clauses, as set forth below:</p> <p>1. On page 2 of 4, under Article II, add the following:</p> <p>"4. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three/seven days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.</p> <p>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.</p>			
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 <i>Oliver Bayles</i> Signature Chairman, Board of Supervisors TITLE MAY 04 1994 DATE		B. FEDERAL GOVERNMENT Vicki Lipov Signature Contracting Officer TITLE 3/16/94 DATE	

Form USM-241a
(Rev. 9/91)

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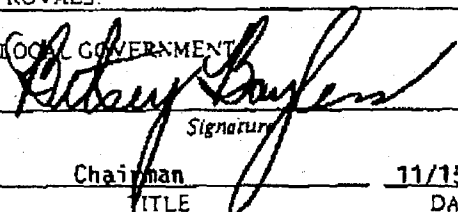

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* U.S. Government Printing Office: 1991-312-527/61902

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule	IGA No. J-E08-M-129	Page No. <u>2</u> of <u>2</u>
<p>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.</p> <p>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."</p>		

Modification of Intergovernmental Agreement

1. MODIFICATION NO. <p style="text-align: center;">Twelve (12)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">July 1, 1994</p>	
3. ISSUING OFFICE U. S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22201-4210	4. LOCAL GOVERNMENT Maricopa County Board of Supervisors 102 West Madison Phoenix, AZ 85003		5. IGA NO. J-E08-M-129
		6. FACILITY CODE(S) 9AM, 9RY, 9SE, 9AK 8PX, 8PY, 8PZ	
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>		8. ESTIMATED ANNUAL PAYMENT	
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 cancel Modification No. 11 and to extend the temporary rate of \$70.00 from July 1, 1994 through January 31, 1995.			
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  _____ Signature Chairman TITLE 11/15/1994 DATE		B. FEDERAL GOVERNMENT  Vicki Lipov _____ Signature Contracting Officer TITLE 12/25/94 DATE	

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U.S. Government Printing Office: 1992-512-327/01003

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

DATE: 4/6/94

ATTEST:



CLERK OF THE BOARD

DATE: 5-4-94

U.S. Department of Justice
United States Marshals Service

RECEIVED Modification Intergovernmental Agreement
(6/19/95) TN

CS 95/206

1. MODIFICATION NO. Thirteen (13) 2. EFFECTIVE DATE OF MODIFICATION February 1, 1995

3. ISSUING OFFICE U.S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210
4. LOCAL GOVERNMENT Maricopa County Board of Supervisors 301 W. Jefferson, Phoenix, AZ 85003 10th fl.
5. IGA NO. J-E08-M-129
6. FACILITY CODE(S) 9AM, 9RY, 9SE, 9AK, 8PX, 8PY, 8PZ

7. ACCOUNTING CITATION 15X1020 8. ESTIMATED ANNUAL PAYMENT \$766,500

9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 3, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this Modification is to: (1) convert the temporary jail day rate of \$70.00 to a fixed rate of \$70.00 effective February 1, 1995, (2) incorporate the Minimum Mandatory Conditions of Confinement, as set forth below:

A. On Page 4 of 4, under ARTICLE IX, Paragraph 1., last sentence, add the following:

The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA Agreement are:

1. Jail staffing is provided 24 hours a day to supervise prisoners. Prisoners are counted at least once on every shift.

2. Jail provides for three meals (including two hot meals) per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.

10. 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

11. APPROVALS:

A. LOCAL GOVERNMENT
Jon Rowles
Signature
CHAIRMAN BOARD OF SUPERVISORS MAY 17 1995
TITLE DATE

B. FEDERAL GOVERNMENT
Vicki Lieb
Signature
Contracting Officer 1/10/95
TITLE DATE

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* U.S. Government Printing Office 1982-312-327/61003

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- 3. Jail provides 24-hour emergency medical care for prisoners.
- 4. Jail maintains an automatic smoke and fire detection and alarm system, and maintains written policy, procedure, and practice regarding fire and other safety emergency standards.
- 5. Jail maintains a water supply that is certified to be in compliance with applicable laws and regulations, and maintains a waste disposal program.

B. On Page 4 of 4, under ARTICLE IX, delete Paragraph 2. in its entirety.