

1. AGREEMENT NUMBER J-E97-M-187	2. EFFECTIVE DATE 6 / 1 / 96	REQUISITION/PURCHASER/REQUEST NO. 259-95	4. CONTROL NO.
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5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Fresno County Sheriff's Department 1225 M Street Fresno, CA 93721	FACILITY CODE(S) 9CM
		9FK

7. APPROPRIATION DATA 15X1020	Contact Person Steve Magarian, Sheriff Area Code & Telephone No. (209) 488-3121
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8. ITEM NO.	9. SUPPLIES/SERVICES	10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
	This Agreement is for the housing, safekeeping and subsistence of adult, juve. male and female federal prisoners in accordance with the contents set forth herein. *Juvenile Hall This Agreement supersedes the previous Agreement dated 1/26/83.	ESTIMATED USMS PRISONER DAYS/YR. 50,000 100	PDs PDs	PER-DIEM RATE \$75.00 \$69.00*	ESTIMATED ANNUAL PAYMENT \$3,750,000 \$ 6,900

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

Debra Koligian 9/17/96
(Signature) Date
DEBRA KOLIGIAN, CHAIRMAN, BOARD OF SUPERVISORS
Name (Type or Print) Title

Steve Magarian 9/17/96
(Signature) Date
STEVE MAGARIAN, SHERIFF, FRESNO COUNTY
Name (Type or Print) Title

16. TYPE OF USE <input type="checkbox"/> Hold Over <input checked="" type="checkbox"/> Regular Support <input type="checkbox"/> Seasonal Support <input type="checkbox"/> Other	17. PRISONER TYPE TO BE INCLUDED UNSENTENCED SENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input checked="" type="checkbox"/> Adult Female <input checked="" type="checkbox"/> Juvenile Male <input checked="" type="checkbox"/> Juvenile Male <input checked="" type="checkbox"/> Juvenile Female <input checked="" type="checkbox"/> Juvenile Female <input checked="" type="checkbox"/> Aliens <input type="checkbox"/> Work Release <input type="checkbox"/> YCA Male <input type="checkbox"/> YCA Female
18. LEVEL OF USE <input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major	

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 *[Signature]*
(SIGNATURE OF CONTRACTING OFFICER)

20. ANTICIPATED ANNUAL USAGE	UNSENTENCED	SENTENCED	ALIENS	TOTAL
	No. of Prisoners	50,100		
Prisoner Days				
Guard Hours				

21. NAME OF AUTHORIZING OFFICIAL (Type or Print) Vicki Lipov	22. DATE SIGNED MAY 30 1996
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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 (USMS) and other federal user agencies (the Federal Government) and Fresno County (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at the Fresno County Jail, Branch Jail, and Juvenile Hall (the facility).

ARTICLE II - ASSIGNMENT AND CONTRACTING OF CATEGORICAL PROJECT-SUPPORTED EFFORT

1. Neither this agreement nor any interest therein, may be assigned, or transferred to any other party without prior written approval by the USMS.
2. None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.
3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.
4. The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the Government.

ARTICLE III - SUPPORT AND MEDICAL SERVICES

1. The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
2. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical

Intergovernmental Service Agreement Schedule

IGA No.
J-E97-M-187Page No.
3 of 10

services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Local Government. The Federal Government shall reimburse the Local Government for these costs. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners.

3. The Local Government agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

4. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three to seven days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.

5. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved.

6. Federal prisoners will not be charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.

7. The Local Government agrees to notify the U.S. Marshal as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

ARTICLE IV - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.

2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded to custody by a U.S. Marshal (USM) may only be released to a USM or an agent specified by the USM of the Judicial District.

3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.

4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE V - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This agreement shall remain in effect for a period of fifteen (15) years after the project(s) listed in Schedule B of CAP Agreement No. 23-97-90 and 03-97-96 are completed. Under CAP Agreement No. 23-97-90, the Local Government agrees to provide ninety-five (95) bedspaces for Federal prisoners, beginning on 12/11/92, as stipulated in Schedule B, and CAP Agreement No. 03-97-96 at eighty (80) bedspaces for Federal prisoners, beginning at the estimated completion date of 12/30/97, as stipulated in Schedule B for the Satellite Jail project, each day upon the request of the U.S. Marshal commencing on the date of completion and activation of all projects listed in the above mentioned CAP Agreement. After the fifteen (15) year period provided for in the above mentioned CAP Agreement is completed, the Agreement shall remain in effect indefinitely until terminated or suspended in writing by either party. Such notice will be provided 30 days in advance of the effective date of formal termination and at least two weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.
2. The Federal Government shall reimburse the Local Government at the fixed day rate identified on page 1 of this Agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve months.
3. The rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival but not for the day of departure.
4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be

additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USM.

5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the federal cost standards for contracts and grants with State and Local Governments issued by the Office of Management and Budget.

6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Contract Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the USM.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agencies listed below for certification and payment.

United States Marshals Service
1020 U.S. Courthouse
650 Capitol Mall
Sacramento, CA 95814
(916) 498-5615

Federal Bureau of Prisons
Community Corrections Office
3522 Federal Building
650 Capitol Mall
Sacramento, CA 95814
(916) 498-5718

Immigration & Naturalization Service
Western Regional Office
P.O. Box 30080
24000 Avila Road
Laguna Niguel, CA 92607-0080
(714) 643-4236

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801) is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in

accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a nonworking day (e.g. Saturday, Federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS agency are responsible for the management and fiscal control of all funds.

Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both Federal Funds and all matching funds of State, local and private organizations. State and local recipients shall expend and account for funds in accordance with State laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR) Part 66 and current revisions of Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments.

2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR Part 66 and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.

3. Requests for prior approval must be in writing and justified with an explanation to permit review of the allowability of the costs. The requests are to be submitted:

- a. Through inclusion in the application; or
- b. As a separate written request to the USMS.

4. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including

significant variations in inmate populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR Part 66 and OMB Circular A-110, all financial records, supporting documents, statistical records and other records pertinent to contracts or sub-awards awarded with CAP funds shall be retained by each organization participating in the program or project for at least 3 years for purposes of Federal examination and audit.

2. The 3-year retention period set forth in paragraph 1. above, starts from the date of the submission of the final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

4. Delinquent debt collection: The USMS will hold recipient accountable for any overpayment, audit disallowance or any breach of this agreement that results in a debt owed to the Federal Government. The USMS agency shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the USMS to furnish excess Federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be

returned to the custody of the USMS upon termination of the agreement.

2. The Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the U.S. Marshal and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000.00 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.

3. The suspension of use or restriction of bedspace made available to the Marshals Service are agreed to be grounds for the recall and return of any or all government furnished property.

4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Operations Division.

5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

ARTICLE XII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the USMS Contracting Officer and submitted to the Local Government on form USM 241a for approval.

2. Questions or concerns pertaining to this agreement (other than CAP space guarantees) will be directed to the U.S. Marshal. CAP space guarantee questions along with other unresolved issues are to be directed to the Chief, Prisoner Operations Division, USMS Headquarters.

ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA Agreement are:

1. Adequate, trained jail staff will be provided 24 hours a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24 hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail will provide 24-hour emergency medical care for prisoners.
5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE XIV - CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partners,

Intergovernmental Service Agreement Schedule

IGA No.
J-E97-M-187

Page No.
10 of 10

organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

2. Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:

- (a) Using his or her official position for private gain;
- (b) Giving preferential treatment to any person;
- (c) Losing complete independence or impartiality;
- (d) Making an official decision outside official channels;
- OR
- (e) Affecting adversely the confidence of the public in the integrity of the Government or the program.

ARTICLE XVI - PLACE OF PERFORMANCE

Fresno County Jail
1220 M Street
Fresno, CA 93721

Code: 9CM

Fresno County Branch Jail
500 East Elkhorn
Carruthers, CA 93609

Code: 9FK

Fresno County Juvenile Hall
744 South Tenth Street
Fresno, CA 93702

Code: 9GE

COUNTY OF FRESNO

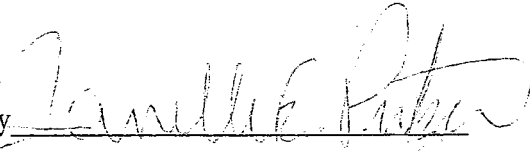
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CHAIRMAN, BOARD OF SUPERVISORS

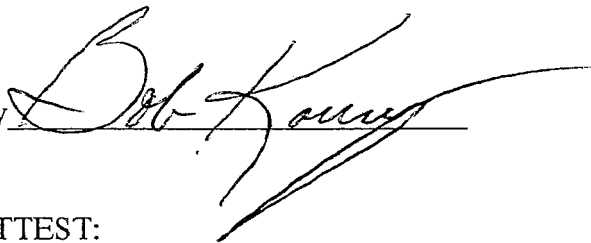
REVIEWED AND RECOMMENDED
FOR APPROVAL:


STEVE MAGARIAN, SHERIFF

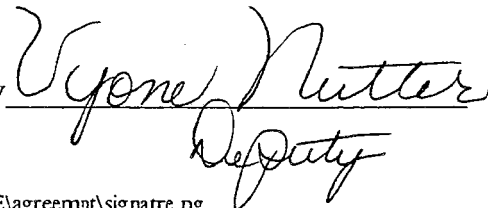
APPROVED AS TO LEGAL FORM:
PHILLIP S. CRONIN, COUNTY COUNSEL

By 

REVIEWED AS TO ACCOUNTING FORM
GARY W. PETERSON,
AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

By 

ATTEST:
SHARI GREENWOOD, CLERK OF THE BOARD

By 
Deputy

1. MODIFICATION NO. One (1)	2. REQUEST FOR DETENTION SERVICES NO. 021-02	3. EFFECTIVE DATE OF MODIFICATION December 8, 2001
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4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION WASHINGTON, DC 20530-1000	5. LOCAL GOVERNMENT County of Fresno 1225 M Street Fresno, California 93721	6. IGA NO. 97-02-0015
		7. FACILITY CODE(S) 9CM

8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT \$6,643,000.00
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10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to revise Article V to incorporate the current CAP language.


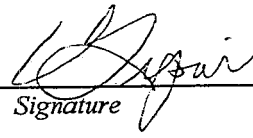
On page 4 of 10, delete in it's entirety and insert the following, as shown on page 2 of 2 of this document:

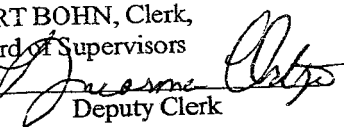
The Intergovernmental Agreement Number J-E97-M-187 is canceled and the new number is as stated in Block No. 6.

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

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL
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12. APPROVALS

A. LOCAL GOVERNMENT		B. FEDERAL GOVERNMENT	
 _____ Signature		 Vicki Lipov _____ Signature	
Chairman, Board of Supervisors _____ TITLE		_____ Contracting Officer TITLE	
APR 09 2002 _____ DATE		2/1/02 _____ DATE	

ATTEST:
BART BOHN, Clerk,
Board of Supervisors
By: 
Deputy Clerk

USMS HQ USE ONLY

Intergovernmental Service Agreement Schedule

IGA No. 97-02-0015

Page No. 2 of 2

This agreement shall remain in effect for a period of fifteen (15) years after the project(s) listed in Schedule B of CAP Agreement No. 06-97-01 is completed. The Local Government agrees to provide one-hundred seventy-five (175) bedspaces for federal prisoners in USMS custody each day upon the request of the USM commencing on the date of completion of the projects listed in schedule B and for two-hundred sixty (260) federal prisoners, in USMS custody, each day at the Fresno County Jail, as follows:

- 1) 85 bedspaces for a period of 15 years commencing on the date of completion of all project(s) listed in Schedule B and the fulfillment of payments by the USMS;
- 2) plus 95 bedspaces under CAP No. 23-97-90 until December 11, 2007, and
- 3) 80 bedspaces under CAP No. 03-97-96 until December 31, 2014.

The IGA shall remain in effect through the period of the CAP agreement, and thereafter until terminated or suspended in writing by either party. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

Modification #1 to IGA J-E97-M-187 (New Agreement No. 97-02-0015)

REVIEWED AND RECOMMENDED FOR APPROVAL:

Richard Pierce
RICHARD PIERCE, SHERIFF *RP*

APPROVED AS TO LEGAL FORM:
PHILLIP S. CRONIN, COUNTY COUNSEL

By *Janellie K. Kelly*

REVIEWED AS TO ACCOUNTING FORM
GARY W. PETERSON, AUDITOR-CONTROLLER/TREASURER-TAX
COLLECTOR

By *[Signature]*

ATTEST:

ATTEST:
BART BOHN, Clerk,
Board of Supervisors
By *[Signature]*
Deputy Clerk

= THE BOARD

Fund 0001
Subclass 10000
ORG 34101000
Account 5031

DATE: April 9, 2002

TO: Board of Supervisors

FROM: Richard Pierce, Sheriff

Richard Pierce by RH

SUBJECT: Modifications to the Intergovernmental and Cooperative Agreements with the United States Marshals Service

RECOMMENDED ACTIONS:

It is recommended your Board:

1. Authorize Chairman to execute modification number one (1) to Intergovernmental Agreement No. J-E97-M-187 (new agreement No. 97-02-0015) with the United States Marshals Service for guaranteed bed space for federal detainees.
2. Authorize Chairman to execute modification number one (1) to Cooperative Agreement No. 06-97-01 with the United States Marshals Service for guaranteed bed space for federal detainees.

On February 27, 1996, your Board approved a cooperative agreement with the United States Marshals Service for bed space in the Fresno County Jail. In addition, on July 31, 2001, your Board approved a cooperative agreement with the United States Marshals Service (USMS) for a total of \$2,800,000 for one-time construction costs related to the North Annex Jail expansion project. Related to this action was also the approval of additional guaranteed bed space for the detention of federal prisoners. The approval of the first recommended action will change the intergovernmental agreement number from J-E97-M-187 to 97-02-0015 and update the original intergovernmental agreement (No. J-E97-M-187) with the USMS to be consistent with the guaranteed bed space included in the July 31, 2001 agreement. The approval of the second recommended action will correct a typographical error regarding Article five (5), Service and Space Guarantee, to change CAP No. 23-92-90 to CAP No. 23-97-90 in the cooperative agreement.

ADMINISTRATIVE OFFICE REVIEW: *Juanita Z. Sines* Page 1 of 2
BOARD ACTION: DATE APR 09 2002 APPROVED AS RECOMMENDED OTHER



UNANIMOUS ANDERSON _____ ARAMBULA _____ CASE _____ *vacant* WATERSTON _____

FISCAL IMPACT

The USMS currently pays \$75 per bed (\$27,375 per year) for 175 beds for a total annual estimated revenue of \$4,790,625. With completion of the North Annex Jail expansion in late 2002, the USMS has contracted with Fresno County for an additional 85 beds (beginning in 2003) for a total of 260 beds through the year 2007. This will increase the annual estimated revenues to \$7,117,500 per year. It should be noted that the annual estimates do not account for the current decline in the housing of federal prisoners since the events of September 11, 2001. Since that time, the federal government has been concentrating on terrorism. As a result, the number of federal prisoners housed in the County jail has decreased 12 percent per month, which has resulted in revenue charges decreasing from \$426,000 to \$374,000 per month.

DISCUSSION

The United States Marshals Service (USMS) is authorized to enter into cooperative agreements with local entities to establish satisfactory conditions of confinement and detention services in return for guaranteed bed space for federal detainees as authorized in 18 U.S.C. 4013 (a)(4). The purpose of this agreement is to establish a legal relationship between the USMS and the County of Fresno (the recipient). This agreement is predicated upon the Federal Government's requirement for detention space and services and the recipient's provision of such services.

On February 27, 1996, your Board approved a cooperative agreement with the United States Marshals Service for bed space in the Fresno County Jail. In addition, on July 31, 2001, your Board approved a cooperative agreement with the United States Marshals Service for a total of \$2,800,000 for one-time construction costs related to the North Annex Jail expansion project. Related to this action was also the approval of additional guaranteed bed space for the detention of federal prisoners. The approval of the first recommended action will change the intergovernmental agreement number from J-E97-M-187 to 97-02-0015 and update the original intergovernmental agreement (No. J-E97-M-187) with the USMS to be consistent with the guaranteed bed space included in the July 31, 2001 agreement. The second recommended action will correct a typographical error regarding Article five (5), Service and Space Guarantee, to change CAP No. 23-92-90 to CAP No. 23-97-90 in the cooperative agreement.

Attachment A provides a history beginning in 1984 (when the initial agreement with the USMS became effective) of the number of beds, the revenue received per bed, and the annual revenue estimate based on the number of beds guaranteed for the housing of federal prisoners. The agreement with the USMS increases the total guaranteed beds to 260 through 2007. At that time, two of the original agreement periods for 50 and 45 beds will expire reducing the total guaranteed beds to 165 and the estimated revenue to \$4.5 million (from \$7.1 million), unless the USMS requests and your Board approves an amendment for additional beds.