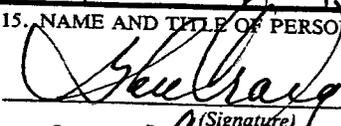
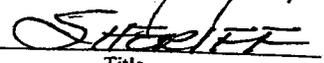
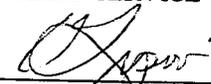


1. AGREEMENT NUMBER J-E97-M-184		2. EFFECTIVE DATE 12 / 1 / 95		REQUISITION/PURCHASER/REQUEST NO. 290-95		4. CONTROL NO.																			
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210				6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Sacramento County Sheriff's Dept. 711 G Street Sacramento, CA 95814		FACILITY CODE(S)																			
						9DD 9DE 9WH																			
7. APPROPRIATION DATA 15X1020				Contact Person Glen Craig, Sheriff Area Code & Telephone No. ► (916) 440-5092																					
8. ITEM NO.	9. SUPPLIES/SERVICES			10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT																		
	This Agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners in accordance with the contents set forth herein. This Agreement supersedes the previous Agreement dated 9/21/83.			ESTIMATED USMS PRISONER DAYS/YR. 65,500	PDS	PER-DIEM RATE \$62.23	ESTIMATED ANNUAL PAYMENT \$4,076,065																		
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																					
				 (Signature) Name (Type or Print) <u>GLEN CRAIG</u>		Date <u>6/11/96</u>  Title <u>SHERIFF</u>		Date _____ (Signature) _____ Name (Type or Print) _____ Title _____																	
16. TYPE OF USE		17. PRISONER TYPE TO BE INCLUDED				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 OF CONTRACTING OFFICER)																			
<input type="checkbox"/> Hold Over <input checked="" type="checkbox"/> Regular Support <input type="checkbox"/> Seasonal Support <input type="checkbox"/> Other		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 type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input 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		20. ANTICIPATED ANNUAL USAGE		21. NAME OF AUTHORIZING OFFICIAL (Type or Print)		22. DATE SIGNED																			
<input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major								<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td>UNSENTENCED</td> <td>SENTENCED</td> <td>ALIENS</td> <td>TOTAL</td> </tr> <tr> <td>No. of Prisoners</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Prisoner Days</td> <td>65,500</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Guard Hours</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>			UNSENTENCED	SENTENCED	ALIENS	TOTAL	No. of Prisoners					Prisoner Days	65,500				Guard Hours
	UNSENTENCED	SENTENCED	ALIENS	TOTAL																					
No. of Prisoners																									
Prisoner Days	65,500																								
Guard Hours																									

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 Sacramento 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 Sacramento County Jail (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

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.

Intergovernmental Service Agreement Schedule

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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

1. 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. 6-97-83 is completed. The Local Government agrees to provide sixty-nine (69) bedspaces for Federal prisoners, in USMS custody, 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. 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.

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. 19-97-94 is completed. The Local Government agrees to provide sixty-nine (69) bedspaces for Federal prisoners, in USMS custody, 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. The Local Government agrees to provide two-hundred (200) bedspaces for federal prisoners, in USMS custody, each day upon the request of the U.S. Mashal for a period of fifteen (15) years commencing on the date of activation of all projects listed in the above mentioned CAP Agreement. 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 obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USM.

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) 498-5637

Federal Bureau of Prisons
Community Corrections Office
3522 Federal Building
350 Capitol Mall
Sacramento, CA 94814
(916) 498-5718

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

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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.

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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

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-8- of -10-

to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

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

ARTICLE XI - AVAILABILITY OF FUNDS

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

ARTICLE XII - GOVERNMENT FURNISHED PROPERTY

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

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

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

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

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

ARTICLE XIII - MODIFICATIONS/DISPUTES

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

2. 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 XIV - INSPECTION

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

1. Adequate, trained jail staff will be provided 24 hours a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24 hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally

recommended dietary allowances published by the National Academy of Sciences.

4. Jail will provide 24-hour emergency medical care for prisoners.
5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE XV - CONFLICT OF INTEREST

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

1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

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

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

1. MODIFICATION NO. ONE (1)	2. REQUEST FOR DETENTION SERVICES NO. 087-00	3. EFFECTIVE DATE OF MODIFICATION May 1, 2000		
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	5. LOCAL GOVERNMENT Sacramento County Sheriff's Department 711 G Street Sacramento, CA 95814	6. IGA NO. 97-00-0078 7. FACILITY CODE(S) 9DE		
8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT \$6,265,563.10			
<p>10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification it to:</p> <ol style="list-style-type: none"> Increase the per diem rate from \$62.23 to the fixed per diem rate \$72.55 effective May 1, 2000. Revise the billing address for the United States Marshal and Immigration and Naturalization Service as follows: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> United States Marshals Service Eastern District of California 501 I Street - Suite 5600 Sacramento, CA 95814 </td> <td style="width: 50%; border: none;"> Immigration and Naturalization Service Detention and Deportation Branch 630 Sansome Street - Room 1249 San Francisco, CA 94111 </td> </tr> </table>			United States Marshals Service Eastern District of California 501 I Street - Suite 5600 Sacramento, CA 95814	Immigration and Naturalization Service Detention and Deportation Branch 630 Sansome Street - Room 1249 San Francisco, CA 94111
United States Marshals Service Eastern District of California 501 I Street - Suite 5600 Sacramento, CA 95814	Immigration and Naturalization Service Detention and Deportation Branch 630 Sansome Street - Room 1249 San Francisco, CA 94111			
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL			
12. APPROVAL				
<p>A. LOCAL GOVERNMENT</p> <p><u>Joris Blum</u> Signature</p> <p><u>Sheriff</u> <u>6/24/00</u> TITLE DATE</p>	<p>B. FEDERAL GOVERNMENT</p> <p><u>Vicki Lipov</u> <u>[Signature]</u> Signature</p> <p><u>Contracting Officer</u> <u>JUN 12 2000</u> TITLE DATE</p>			

MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT				PAGE	OF
1. MODIFICATION NO. ONE (1)		2. EFFECTIVE DATE 11/1/84	3. REQUISITION/PURCHASE REQUEST NO. 0006-E97-85	4. CONTROL NO.	
5. ISSUING OFFICE <i>CODE</i>		6. ADMINISTERED BY (If other than block 5) <i>CODE</i>			
UNITED STATES MARSHALS SERVICE OPERATIONS SUPPORT DIVISION PROGRAM ADMINISTRATION BRANCH 1 TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102					
7. GOVERNMENT ENTITY		FACILITY CODE 9DE, 9FL		8.	
(Street, city, county, state, and ZIP Code) Sacramento County Sheriff's Department 711 G Street Sacramento, California 95814				MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER. <u>J-E97-M-184</u> DATED <u>8/1/83</u>	
9. ACCOUNTING AND APPROPRIATION DATA (If required)					
1551020 (\$752,527.80)					
10. DESCRIPTION OF MODIFICATION					
<p>The purpose of this Modification is to increase the daily rate from \$37.35 to \$44.82 effective November 1, 1984, and also to modify the current CAP language. Accordingly, as set forth below:</p> <p>On page 2 of 5, Article IV, delete Paragraph 2. and insert the following:</p> <p style="margin-left: 40px;">2. Bedspace guarantees and estimated timeframe for bedspace availability are as follows:</p> <p style="margin-left: 80px;">A. Upon execution of Cooperative Agreement Project No. 6-97-83, the County agrees to accept and provide detention space and service for forty-six (46) Federal prisoners each day upon the request of the U.S. Marshal. Commencing upon the completion date of the projects listed in CAP 6-97-83, the County agrees to provide guaranteed space for forty-six (46) Federal prisoners per day for a period of fifteen (15) years.</p> <p style="margin-left: 80px;">B. Upon completion of the new Sacramento County Main Jail (estimated early 1989), the County of Sacramento agrees to accept and provide detention space and services for an additional twenty-three (23) Federal prisoners each day at Sacramento County detention facilities upon the request of the U.S. Marshal for a period of fifteen (15) years.</p>					
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.					
11. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> LOCAL GOVT. IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U. S. MARSHAL					
12. LOCAL GOVERNMENT			14. UNITED STATES OF AMERICA		
BY <u>Bill Bryan</u> <i>(Signature of person authorized to sign)</i>			BY <u>J. B. Enders</u> <i>(SIGNATURE OF AUTHORIZING OFFICIAL)</i>		
13. NAME AND TITLE OF SIGNER (Type or print)		16. DATE SIGNED	15. NAME OF AUTHORIZING OFFICIAL (Type or print)		16. DATE SIGNED
Bill Bryan, Chairman		3/26/85	Joseph B. Enders		11/27/84

MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT

1. MODIFICATION NO. Two (2)	2. EFFECTIVE DATE 1/1/86	3. REQUISITION/PURCHASE REQUEST NO. 0054-E97-86	4. CONTROL NO.
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ISSUING OFFICE UNITED STATES MARSHALS SERVICE OPERATIONS SUPPORT DIVISION PROGRAM ADMINISTRATION BRANCH 1 TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102	CODE	6. ADMINISTERED BY (If other than block 5)	CODE
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7. GOVERNMENT ENTITY Sacramento County Sheriff's Department 711 G. Street Sacramento, California 95814	FACILITY CODE 9DE, 9FL	8. MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER. J-E97-M-184 DATED 9/21/83
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9. ACCOUNTING AND APPROPRIATION DATA (If required)

10. DESCRIPTION OF MODIFICATION

The purpose of this Modification is to add the Bureau of Prisons and Immigration and Naturalization Service to the Agreement and to stipulate the facilities as set forth below:

1. On page 1 of 5, Block 6, "Facility Codes", delete "9FL" and insert "9WH".
2. On page 1 of 5, Block 17, add: "Unsentenced-Aliens" and "Sentenced-Adult Male, Adult Female, Work Release".
3. On page 2 of 5, Article I, delete "Sacramento County Sheriff's Department" and insert "Sacramento County Jail, Rio Cosumnes Correctional Center, and Sacramento County Work Furlough Facility".
4. On page 3 of 5, Article VI, Paragraph 1 add:
 - *Bureau of Prisons, CPM
650 Capital Mall
Sacramento, California 95814
 - Phone: (916) 551-2833

*Work Releasees assigned by the Bureau of Prisons may be charged a per day rate when employed depending upon their individual economic situation. Any amount individual work releasees are charged shall be deducted from the daily rate charged the Bureau of Prisons.

Immigration & Naturalization Service
Terminal Island
San Pedro, California 90731
Phone: (213) 548-2361

Except as provided herein, all terms and conditions of the document 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

13. NAME AND TITLE OF SIGNER (Type or print) ILLA COLLIN Chairman of the Board of Supervisors	16. DATE SIGNED NOV 25 1986	14. UNITED STATES OF AMERICA BY: Joseph B. Enders (SIGNATURE OF AUTHORIZING OFFICIAL)	16. DATE SIGNED 7/1/86
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MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT

MODIFICATION NO. Three (3)	2. EFFECTIVE DATE 4/1/86	3. REQUISITION/PURCHASE REQUEST NO. 0057-E97-86	4. CONTROL NO.
5. ISSUING OFFICE CODE		6. ADMINISTERED BY (If other than block 5) CODE	

UNITED STATES MARSHALS SERVICE
 OPERATIONS SUPPORT DIVISION
 PROGRAM ADMINISTRATION BRANCH
 1 TYSONS CORNER CENTER
 MCLEAN, VIRGINIA 22102

7. GOVERNMENT ENTITY FACILITY CODE 9DE, 9WH	8. MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER. J-E97-M-184 DATED 9/21/83
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(Street, city, county, state, and ZIP code)
Sacramento County Sheriff's Department
711 G Street
Sacramento, California 95814

9. ACCOUNTING AND APPROPRIATION DATA (If required) 1561020 (\$1,333,500)
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10. DESCRIPTION OF MODIFICATION

The purpose of this Modification is to increase the jail day rate at the Main Jail from \$44.82 to \$62.00, effective April 1, 1986.

Effective April 1, 1986, the Federal Government shall pay \$31.50 per day per prisoner at the Rio Consumnes Correctional Center.

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

11. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		<input checked="" type="checkbox"/> LOCAL GOVT. IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U. S. MARSHAL	
LOCAL GOVERNMENT <i>Ella Collin</i> (Signature of person authorized to sign)	14. UNITED STATES OF AMERICA BY <i>J. Enders</i> (SIGNATURE OF AUTHORIZING OFFICIAL)	16. DATE SIGNED NOV 25 1986	15. NAME OF AUTHORIZING OFFICIAL (Type or print) Joseph B. Enders
13. NAME AND TITLE OF SIGNER (Type or print) ELLA COLLIN Chairman of the Board of Supervisors	16. DATE SIGNED NOV 25 1986	15. NAME OF AUTHORIZING OFFICIAL (Type or print) Joseph B. Enders	16. DATE SIGNED

Modification of Intergovernmental Agreement

1. MODIFICATION NO. <p style="text-align: center;">Five (5)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">May 1, 1991</p>	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Sacramento County Sheriff's Department 711 G Street Sacramento, CA		5. IGA NO. J-E97-M-184
			6. FACILITY CODE(S) 9DE
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>		8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">\$1,180,924.65</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 \$62.00 to \$46.89.</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 X <u><i>[Signature]</i></u> Signature SHERIFF TITLE 6/17/91 DATE		B. FEDERAL GOVERNMENT <u><i>[Signature]</i></u> Signature Contract Specialist Program Administration Branch TITLE 5/2/91 DATE	

Modification of 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, 1991</p>	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Sacramento County Sheriff's Dept. 711 G Street Sacramento, California 95814		5. IGA NO. J-E97-M-184
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>	6. FACILITY CODE(S) <p style="text-align: center;">9DD, 9DE, 9WH</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:

The purpose of this Modification is to correct the effective date on Modification No. 5 to read as July 1, 1991, and to incorporate the availability of funds clause, as set forth below:

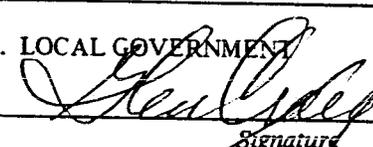
ARTICLE XI - AVAILABILITY OF FUNDS

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.

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
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11. APPROVALS:

A. LOCAL GOVERNMENT		B. FEDERAL GOVERNMENT	
			
Sheriff		Contracting Officer	
TITLE		TITLE	
9-11-92		2/27/92	
DATE		DATE	

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Seven (7)		2. EFFECTIVE DATE OF MODIFICATION February 1, 1993	
3. ISSUING OFFICE U. S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Sacramento County Sheriff's Department 711 G Street Sacramento, CA 95814		5. IGA NO. J-E97-M-184
7. ACCOUNTING CITATION 15X1020			6. ESTIMATED ANNUAL PAYMENT \$2,857,950.00
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: The purpose of this Modification is to increase the jail day rate from \$46.89 to \$58.00 effective February 1, 1993.			
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><i>Ken Craig</i></u> Signature <u><i>Sheriff</i></u> TITLE <u>1-5-93</u> DATE		B. FEDERAL GOVERNMENT <u>Vicki Lipov</u> Signature <u>Contracting Officer</u> TITLE <u>12/21/92</u> DATE	

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Eight (8)		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 Sacramento County Sheriff's Dept. Sacramento County Jail 651 I Street Sacramento, CA 95814		5. IGA NO. J-E97-M-184
7. ACCOUNTING CITATION 15X1020	8. ESTIMATED ANNUAL PAYMENT \$4,234,000		

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: 1) incorporate the Cooperative Agreement Program (CAP) into the Agreement, 2) incorporate additional new Medical Provisions and the Escape Clause, and 3) incorporate the Minimum Mandatory Conditions of Confinement, as set forth below:

- A. The estimated prisoner day usage for a one year period: 73,000
- B. The estimated annual payment: \$4,234,000
- C. On Page 2 of 5, ARTICLE IV, first paragraph, insert the following:

ARTICLE IV - PERIOD OF PERFORMANCE AND BED SPACE 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. 19-97-94 is completed. The Local Government agrees to provide sixty-nine (69) bed spaces for Federal prisoners each day from the date of acceptance of CAP Agreement No. 19-97-94. The Local Government agrees to provide two-hundred (200) bed spaces for Federal prisoners, in USMS custody, each day upon the request of the U.S. Marshal for a period of fifteen (15) years commencing on

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

Robert De...
Signature
Chief Deputy
TITLE
9-29-95
DATE

B. FEDERAL GOVERNMENT

Thomas Noel
Signature
Thomas Noel
TITLE
9/20/95
DATE

Intergovernmental Service Agreement Schedule

IGA No.
J-E97-M-184

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the date of completion and activation of all projects listed in the above mentioned CAP Agreement. The Agreement shall remain in effect indefinitely until terminated or suspended in writing by either party.

D. On page 2 of 5, under ARTICLE II, add the following:

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.

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.

E. On Page 4 of 5, ARTICLE VIII, Paragraph 2, delete in its entirety and insert the following:

2. Disputes, questions or concerns pertaining to this agreement, other than CAP space guarantees, will be resolved between the U.S. Marshal and the appropriate local official. Unresolved issues to include guarantee detention space provided for in the CAP Agreement are to be directed to the Chief, Prisoner Operations Division, USMS Headquarters.

F. 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. 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.

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2. Jail staffing will provide full coverage of security posts and full surveillance of inmates in the areas where inmates are housed.
 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 existing 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.
- G. On Page 5 of 5, under ARTICLE IX, delete Paragraph 2. in its entirety and rename ARTICLE IX, INSPECTIONS.