

1. AGREEMENT NUMBER J-D09-M-064	2. EFFECTIVE DATE 02 / 01 / 95	REQUISITION/PURCHASER/REQUEST NO. 052-95	4. CONTROL NO.
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5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code)	FACILITY CODE(S) 6AK
	Pulaski County Regional Detention Facility 3201 W. Roosevelt Road Little Rock, Arkansas 72204	

7. APPROPRIATION DATA 15X1020	Contact Person Randy Johnson, Sheriff Area Code & Telephone No. ► (501) 340-7000
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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 male and female federal prisoners in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER DAYS/YEAR 7,000	PDs.	FIXED RATE \$42.00	ESTIMATED ANNUAL PAYMENT \$294,000

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

Randy Johnson Date 3-7-95
(Signature)
Randy Johnson Sheriff
Name (Type or Print) Title

Floyd G. Villines III Date 3/7/95
(Signature)
Floyd G. Villines III
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 type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Juvenile Female <input 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 R. D. Bassford
(SIGNATURE OF CONTRACTING OFFICER)

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

21. NAME OF AUTHORIZING OFFICIAL (Type or Print) R. D. Bassford	22. DATE SIGNED FEB 28 1995
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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 Pulaski 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 Pulaski County Regional Detention Facility (the facility).

ARTICLE II - 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 Federal Government.
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/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.

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ARTICLE III - 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 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 Local Government may suspend or restrict the use of the facility by giving written notice to the U.S. Marshal. 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 V - 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 or as provided for in an approved annual operating budget for detention facilities.

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 Contracting Officer. 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.

7. Unless other justifiable reasons can be documented by the Local Government, per-diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI - 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.

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United States Marshals Service
600 West Capitol Ave., Rm # 445
Little Rock, Arkansas 72201

(501) 324-6256

Bureau of Prisons
Community Programs
10920 Air World Center
Ambassador I
Kansas City, MO 64153

INS Regional Commissioner
Skyline Center - BLDG. C
311 No. Stemmons Freeway
Dallas, TX 75270

(214) 767-0514

(816) 891-1336

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 VII - 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.

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2. The Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable 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 bed space 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 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 USMS Chief, Prisoner Operations Division and submitted to the Local Government on form USM 241a for approval.

2. Questions or concerns pertaining to this agreement are to be directed to the U.S. Marshal. Disputes, space guarantee questions, and unresolved issues are to be directed to the Chief, Prisoner Operations Division, USMS Headquarters.

ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. 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 X - 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.

**NOVATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA,
THE CITY OF NORTH LITTLE ROCK, AND PULASKI COUNTY**

The CITY OF NORTH LITTLE ROCK (Transferor), a municipal corporation duly organized and existing under the laws of Arkansas; PULASKI COUNTY (Transferee), a political subdivision duly organized and existing under the laws of Arkansas; and the United States Marshals Service (Government) enter into this Novation Agreement as of February 15, 1995.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by the United States Marshals Service, has entered certain Agreements with the Transferor, namely: Intergovernmental Service Agreement, No. J-DO9-M-603, dated August 25, 1987; and Intergovernmental Cooperative Agreement, No. 14-09-87, dated August 25, 1987. The term "Agreements" as used in this Novation Agreement means the above Agreements, including all modifications, made between the Government and the Transferor before the effective date of this Novation Agreement (whether or not performance and payment have been completed and releases executed if the Government and the Transferor have any remaining rights, duties, or obligations under these Agreements). Included in the term "Agreements" are also all modifications made under the terms and conditions of these Agreements between the Government and the Transferee, on or after the effective date of this Novation Agreement.

(2) On February 15, 1990, the Transferor transferred to the Transferee by lease, the management and operation of the North Little Rock Municipal Jail by virtue of a Memorandum of Agreement, as amended on September 10, 1993, between the Transferor and the Transferee.

(3) The Transferee has assumed all obligations and liabilities of the Transferor with respect to the North Little Rock Municipal Jail under the Agreements by virtue of the above transfer.

(4) The Transferee shall provide, notwithstanding any other agreement to the contrary, the guaranteed bed spaces for Federal detainees for the period set forth in the Agreements.

(5) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Agreements.

(6) Evidence of the above transfer has been filed with the Government.

(b) IN CONSIDERATION OF THE FACTS, THE PARTIES AGREE THAT BY THIS NOVATION AGREEMENT -

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Agreements.

(2) The Transferee agrees to be bound by and to perform each Agreement in accordance with the conditions contained in the Agreements. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Agreements as if the Transferee were the original party to the Agreements.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the Agreements, with the same force and effect as if the actions had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Agreements. The Transferee, by this Novation Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Agreements as if the Transferee were the original party to the Agreements. Following the effective date of this Novation Agreement, the terms "RECIPIENT," and "CITY" as used in the Agreements, shall refer to the Transferee.

(5) Except as expressly provided in this Novation Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Agreements, shall be considered to have discharged those parts of the Government's obligations under the Agreements. All payments and reimbursements made by the Government after the date of this Novation Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Agreements, to the extent of the amounts paid or reimbursed.

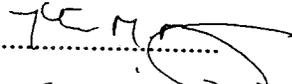
(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from this Novation Agreement, other than those that the Government in the absence of this Novation Agreement would have been obligated to pay or reimburse under the terms of the Agreements.

(8) This Novation Agreement, and each of its terms and conditions, shall exist independent of the Memorandum of Agreement, as amended on September 10, 1993, between the Transferor and the Transferee, and nothing therein shall affect the rights of the Government under the Agreements or this Novation Agreement.

(9) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Novation Agreement or (ii) may undertake in the future should these Agreements be modified under their terms and conditions. The Transferor waives notice of, and consents to any such future modification.

(10) The Agreements shall remain in full force and effect, except as modified by this Novation Agreement. Each party has executed this Novation Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By.....
Title..... *Account Director for Operations Support*
U.S.M.S.

CITY OF NORTH LITTLE ROCK

By.....
Title..... *Mayor*

PULASKI COUNTY

By.....
Title..... *County Judge*