States Department of Justice
States Marshals Service

Intergovernmental Service Agreement
Housing of Federal Prisoners

GREEMENT NUMBER	2. EFFECTIVE DATE	3. REQUISITION/PURCHASER/REQUEST NO.	4. CONTROL NO.
J-C26-M-088	March 1, 1983	3-3C26-300-019	

. ISSUING OFFICE

UNITED STATES MARSHALS SERVICE
PRISONER SUPPORT DIVISION
CONTRACTS BRANCH
1-TYSONS CORNER CENTER
MCLEAN, VIRGINIA 22102

. APPROPRIATION DATA

1531020

6. GOVERNMENT ENTITY

NAME AND ADDRESS *(Street, city, county, State and ZIP code*

Rock Island County Jail
215 - 15th Street
Rock Island, Illinois 61201

Contact Person and Telephone Number,
Sheriff, Gordon Powell
(309) 794-1230

FACILITY CODE(S) 5CE

8. ITEM NO.	9. SUPPLIES/SERVICES	10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
(1)	This Agreement Is For The Housing, Safekeeping And Subsistence Of Federal Prisoners In Accordance With The Contents Set Forth Herein:	USMS ANNUAL PD,S ESTIMATED		PER-DAY FIXED RATE	ESTIMATED USMS ANNUAL PAYMENT
(2)	This Agreement Consists Of The Following: (A) I-G-A Cover Page, Form # USM-241 (B) Agreement Schedule, Pages 2, 3, & 4	50		$ 35.00	$ 1,750.00

4.

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

Gordon Powell — Date 9/23/87
(Signature)
GORDON POWELL — SHERIFF
Name (Type or Print) — Title

(Signature) — Date
Name (Type or Print) — Title

6. TYPE OF USE
- ☐ Hold Over
- ■ Regular Support
- ☐ Seasonal Support
- ☐ Other

8. LEVEL OF USE
- ■ Minimum
- ☐ Medium
- ☐ Major

17. PRISONER TYPE TO BE INCLUDED

UNSENTENCED	SENTENCED
■ Adult Male	☐ Adult Male
■ Adult Female	☐ Adult Female
☐ Juvenile Male	☐ Juvenile Male
☐ Juvenile Female	☐ Juvenile Female
☐ Aliens	☐ Work Release
	☐ YCA Male
	☐ YCA Female

19. This Negotiated Agreement Is Hereby Approved And Accepted For

THE UNITED STATES OF AMERICA
BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE

BY. J.B. Enders
SIGNATURE OF AUTHORIZING OFFICIAL

0. ANTICIPATED ANNUAL USAGE

	UNSENTENCED	SENTENCED	ALIENS	TOTAL
o. of Prisoners				
risoner Days	50			50
uard Hours				

21. NAME OF AUTHORIZING OFFICIAL *(Type or Print)*: Joseph B. Enders

DATE SIGNED: April 13, 1983

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

FORM USM-24
(Rev. 8/13/
GPO 892-91

UNITED STATES MARSHALS SERVICE AGREEMENT SCHEDULE *(SUPPORT OF U.S. PRISONERS)*	GREEMENT NO. J-C26-M-088	Page No. 2 of 4

ARTICLE I - PURPOSE

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

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The County agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

2. The County agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the government.

3. The County agrees to 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.

ARTICLE III - RECEIVING AND DISCHARGE

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

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

3. Government user agencies agree to maintain federal prisoner population levels at or below the level established by the facility administrator. The facility administrator may establish levels for each user agency.

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

ARTICLE IV - PERIOD OF PERFORMANCE

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

UNITED STATES MARSHALS SERVICE AGREEMENT SCHEDULE (SUPPORT OF U.S. PRISONERS)	AGREEMENT NO. J-C26-M-088	Page No. 3 of 4

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

ARTICLE V - ECONOMIC PRICE ADJUSTMENT

1. Payment rates shall be established on the basis of actual costs associated with the operation of the facility during a recent annual accounting period or upon an approved annual operating budget.

2. The rate may be renegotiated not more than once per year, after the Agreement has been effective for twelve months.

3. The County may initiate a request for a rate increase or decrease by notifying the U.S. Marshal in writing at least 60 days prior to the desired effective date of the adjustment. Each rate adjustment submitted must include a completed Basic Data Sheet and Certification Form available from the U.S. Marshal. The County agrees to provide additional cost information to support a rate increase and to permit an audit of accounting records upon request of the Marshals Service.

4. Criteria used to evaluate the increase or decrease in the per-capita rate shall be those specified in the federal cost standards for contracts and grants with State and local governments issued by the Office of Management and Budget.

5. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a Marshals Service Contracting Officer. The effective date will be established on the first day of a month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the U.S. Marshal.

6. Unless other justifiable reasons can be documented by the County, per diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VI - FINANCIAL PROVISIONS

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

PAYOR

United States Marshal
336 U.S. Courthouse
and Federal Building
6th & Monroe Streets
Springfield, Illinois 62701

Phone: 217-492-4430

Immigration & Naturalization Service
Asst. Regional Commissioner, PMP
Federal Building, Fort Snelling
Twin Cities, Minnesota 55111

Phone: [redacted] b2

UNITED STATES MARSHALS SERVICE AGREEMENT SCHEDULE *(SUPPORT OF U.S. PRISONERS)*	AGREEMENT NO. J-C26-M-088	Page No. 4 of 4

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

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

ARTICLE VII – GOVERMENT FURNISHED PROPERTY

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

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

3. The suspension of use or restriction of bed space made available to the Marshals Service are agreed to be grounds for the recall and return or 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 Marshals Service for prisoner support.

ARTICLE VIII – MODIFICATIONS/DISPUTES

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

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

ARTICLE IX – INSPECTION AND TECHNICAL ASSISTANCE

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

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

MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT

PAGE 1 OF 1

1. MODIFICATION NO. One (1)
2. EFFECTIVE DATE 11/1/85
3. REQUISITION/PURCHASE REQUEST NO. 0198-C26-86
4. CONTROL NO.
5. ISSUING OFFICE CODE
UNITED STATES MARSHALS SERVICE
OPERATIONS SUPPORT DIVISION
PROGRAM ADMINISTRATION BRANCH
1 TYSONS CORNER CENTER
MCLEAN, VIRGINIA 22102
6. ADMINISTERED BY (If other than block 5) CODE
7. GOVERNMENT ENTITY FACILITY CODE 5CE
Rock Island County Sheriff's Department
(Street, city, county, state, and ZIP Code) 215 15th Street
Rock Island, Illinois 61201
8. MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER. J-C26-M-088
DATED 4/13/83
9. ACCOUNTING AND APPROPRIATION DATA (If required)
1561020 ($9,000)

10. DESCRIPTION OF MODIFICATION

The purpose of this Modification is to increase the jail day rate from $35.00 to $45.00, effective November 1, 1985, to increase the estimated annual prisoner days from 50 to 200, and to incorporate the Prompt Payment Act, as set forth below:

On page 3 of 4, delete Paragraph 3 and insert the following:

3. To constitute a proper monthly invoice, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per-diem rate, 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.

4. 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-25.

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

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

12. LOCAL GOVERNMENT
BY Gordon A. Powell
(Signature of person authorized to sign)

14. UNITED STATES OF AMERICA
BY J.B. Enders
(Signature of authorizing official)

13. NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNED	15. NAME OF AUTHORIZING OFFICIAL (Type or print)	16. DATE SIGNED
Gordon A. Powell Sheriff, Rock Island County	07/14/86	Joseph B. Enders	5/20/86