United States Department of Justice
United States Marshals Service

Intergovernmental Service Agreement
Housing of Federal Prisoners

1. AGREEMENT NUMBER	2. EFFECTIVE DATE	REQUISITION/PURCHASER/REQUEST NO.	4. CONTROL NO.
J-E12-M-159	5 / 1 / 96	137-96	

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)*

San Bernadino County Sheriff's Dept.
630 E. Rialto Avenue
San Bernadino, CA 92403

FACILITY CODE(S): 9GU

Contact Person Captain [redacted] b6/7c

Area Code & Telephone No. ► [redacted]

7. APPROPRIATION DATA

15X1020

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 including transportation services in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER DAYS/YRS. 73,000	PDs	PER-DIEM RATE $60.00	ESTIMATED ANNUAL PAYMENT $4,380,000
	See Article XVI, Para. 6-Transportation Costs Welfare Bags This Agreement supersedes the previous Agreement dated 4/15/91.	200	EA	$ 3.00	$ $ 600

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

Marsha Turoci *(Signature)* Date SEP 17 1996

MARSHA TUROCI, Chairman, Board of Supervisors
Name *(Type or Print)* Title 96-880

(Signature) Date

Name *(Type or Print)* Title

16. TYPE OF USE

- ☐ Hold Over
- ☒ Regular Support
- ☐ Seasonal Support
- ☐ Other

18. 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 [signature]
(SIGNATURE OF CONTRACTING OFFICER)

20. ANTICIPATED ANNUAL USAGE

	UNSENTENCED	SENTENCED	ALIENS	TOTAL
No. of Prisoners				
Prisoner Days	73,000			
Guard Hours				

21. NAME OF AUTHORIZING OFFICIAL *(Type or Print)*

Vicki Lipov

22. DATE SIGNED

11 / 12 / 1996

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

FORM USM-241

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 San Bernadino 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 Central Detention Center (CDC) (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 Federal Government. 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.

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
U.S. Courthouse, G-23
312 N. Spring Street
Los Angeles, CA 90012
(213) 894-6820

Federal Bureau of Prisons
Community Corrections Office
501 W. Ocean Boulevard #3260
Long Beach, CA 90802-4221
(310) 980-3536

United States Marshals Service
LLB-71 U.S. Courthouse
940 Front Street
San Diego, CA 92189
(619) 557-6620

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, all financial records, supporting documents, statistical records and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least 3 years for purposes of Federal examination and audit.

2. The 3-year retention period set forth in paragraph 1. above, begins at the end of the first year of completion of service under the IGA. 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 - 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. Disputes, questions or concerns pertaining to this agreement will be resolved between the USM and the appropriate local Government official. Space guarantee questions along with any 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.

ARTICLE XVI - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

1. The Local Government agrees upon request of the U.S. Marshal in whose custody a prisoner is held, to provide transportation and escort guard services for Federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:

(a) Transportation and escort guard services will be performed by [redacted] qualified officers employed by the Local Government under their policies, procedures and practices, and will augment such practices as may be requested by the U.S. Marshal to enhance specific requirements for security, prisoner monitoring, and contraband control;

b2

(b) Upon arrival at the Courthouse, transportation and escort guards will turn Federal prisoners over to Deputy U.S. Marshals only upon presentation by the Deputy of proper law enforcement credentials;

(c) The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the U.S. Marshal who will provide the prisoner's name, the U.S. Courthouse, and the date prisoner is to be transported.

2. Each prisoner will be restrained in hand cuffs, waist chains and leg irons during transportation.

3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures and practices. The Local Government agrees to augment such practices as may be requested by the U.S. Marshal to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.

4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the U.S. Marshals Service. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to Federal prisoners on behalf of the U.S. Marshals Service.

5. Furthermore, the Local Government agrees to hold harmless and indemnify the U.S. Marshals Service, and its officials in their official and individual capacities from any liability, including third party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting Federal prisoners on behalf of the U.S. Marshals Service.

6. The Federal Government agrees to reimburse the Local Government at the rate specified below:

CDC to San Diego, CA	Return @ $ 681.02
CDC to Los Angeles, CA	Return @ $ 443.90
CDC to Norton AFB, CA	Return @ $ 246.28
CDC to Santa Ana, CA	Return @ $ 412.30
CDC to Bakersfield, CA	Return @ $1,167.00

Based on two (2) deputy sheriff's, fuel, and maintenance for one (1) bus. For each mile over 280 miles, the rate of $ .79 per mile will be added.

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. ONE (1)	2. EFFECTIVE DATE OF MODIFICATION APRIL 1, 1999
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT San Bernardino County Sheriff's Department 630 East Rialto Avenue San Bernardino, CA 92403
	5. IGA NO. 12-99-0035
	6. FACILITY CODE(S) 9GU
7. ACCOUNTING CITATION *15X1020*	8. ESTIMATED ANNUAL PAYMENT $7,008,000.00

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 incorporate the Cooperative Agreement Program (CAP) into the Intergovernmental Agreement as follows:

1. On page 1 of 11, Block 10., delete "73,000" and insert "116,800".

2. On page 1 of 11, Block 13., delete "$4,380,000" and insert "7,008,000".

3. On page 4 of 11, Article V. delete in its entirety and insert the following:

ARTICLE V - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This agreement shall remain in effect for a period of ten (10) years after the project(s) listed in Schedule B of CAP Agreement No. 07-98-98 is completed. The Local Government agrees to provide three hundred twenty (320) bedspaces for federal prisoners in USMS custody each day upon the request of the USM commencing on the date of completion and activation of all projects listed in

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

A. ☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT

B. [X] LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
Jon D. Mikels *Signature*	Vicki Lipov *Signature*
Chairman, Board of Supervisors JUN 15 1999	*Contracting Officer* APR 13 1999
TITLE DATE	TITLE DATE
#96-880-A-1	

Form USM-241a
(Rev. 3/96)

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Intergovernmental Service Agreement Schedule	IGA No. 12-99-0035	Page No. 2 of 2

the above mentioned CAP agreement. 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.

4. The Intergovernmental Agreement Number J-E12-M-159 is canceled and the new number is stated in Block No.5.

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. THREE (3)	2. EFFECTIVE DATE OF MODIFICATION May 1, 1999
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT San Bernardino Co. Sheriff's Dept. 630 East Rialto Avenue San Bernardino, CA 92403
	5. IGA NO. 12-99-0035
	6. FACILITY CODE(S) 9GU
7. ACCOUNTING CITATION *15X1020*	8. ESTIMATED ANNUAL PAYMENT

9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to incorporate additional court trips and combination of court trips at the rate of $37.22 per hour, $ .57 per mile, and to include insurance @ $17.37 per trip.

On page 11 of 11, under Article XVI, the court trips identified are as follows:

San Diego, CA	Return
Los Angeles, CA	Return
Norton AFB, CA	Return
Santa Ana, CA	Return
Bakersfield, CA	Return
Seal Beach, CA	Return
Riverside, CA	Return
Terminal Island, CA	Return
Alameda, CA	Return
Chino, CA	Return
Ventura, CA	Return

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

A. ☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT

B. [X] LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
Jon D. Mikels *Jon D Mikels*	Vicki Lipov *V Lipov*
Signature	*Signature*
Chairman, Board of Supervisors — JUN 15 1999	*Contracting Officer* — MAY 13 1999
TITLE — DATE	TITLE — DATE
#96-880-A-3	

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Lompoc, CA	Return
Alhambra, CA	Return
Montebello, CA	Return
Monterey Park, CA	Return
Covina, CA	Return
Anaheim, CA	Return
Santa Barbara, CA	Return
March AFB	Return
Blythe, CA	Return
Norco, CA	Return
Redlands Airport	Return
Tehachape, CA	Return
Imperial County	Return
Lancaster, CA	Return
Victorville (George AFB)	Return
San Luis Obispo, CA	Return
Chula Vista, CA	Return
Boron, CA	Return
Corcran, CA	Return
Long Beach Airport	Return

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
FIVE (5)	N/A	6/1/00

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	San Bernardino County Sheriff's Department 630 East Rialto Avenue San Bernardino, CA 92403	12-99-0035
		7. FACILITY CODE(S) 9GU, 0GX

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	N/A

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:

The purpose of this modification is to include Immigration and Naturalization Service (INS) as a federal user agency. The billing address for INS is as follows:

Immigration and Naturalization Service
San Bernardino County Sub-Office
Attn: Detention and Deportation Office
P.O. Box 5040
Riverside, CA 92517

11. 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

12. APPROVAL

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
Jon D. Mikels Signature	Vicki Lipov Signature
Chairman, Board of Supervisors TITLE	Contracting Officer TITLE
AUG 01 2000 DATE	JUN 26 2000 DATE

96-880 A-5

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(Rev. 3/99)

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
Six (6)	003-03	December 1, 2002

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION IGA SECTION WASHINGTON, DC 20530-1000	San Bernardino County Sheriffs Department 630 East Rialto Avenue San Bernardino, California 92415	12-99-0035 7. FACILITY CODE(S) 9GU, 0GX

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	$21,110,709.00

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 increase the per diem rate from $60 to a temporary per diem rate of $66 effective December 1, 2002. The rate shall remain in effect until a United States Marshals Service (USMS) audit has been conducted at which time a fixed rate will be determined.

11. 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

12. APPROVALS

A. LOCAL GOVERNMENT

Signature

12-17-02

TITLE DATE

B. FEDERAL GOVERNMENT

Vicki Lipov

Signature

Contracting Officer

TITLE DATE

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U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
Seven (7)	003-03	December 1, 2002

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION IGA SECTION WASHINGTON, DC 20530-1000	San Bernardino County Sheriffs Department 630 East Rialto Avenue San Bernardino, California 92415	12-99-0035
		7. FACILITY CODE(S) 9GU, 0GX

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	$21,110,709.00

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:

1) Include the housing of the Aryan Brotherhood inmates to be housed at the Central Detention Center (Code: 8NT) and the West Valley Detention Facility (Code: 8NV). The fixed per diem rate of $132.00 will be in effect December 1, 2002 and not to exceed November 30, 2004. The Local Government shall request reimbursement from the USMS by issuing a separate invoice to the United States Marshal, Central District of California.

11. 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

12. APPROVALS

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
Signature	Vicki Lipov Signature
Sheriff TITLE	Contracting Officer TITLE
JAN 14 2003 DATE	DEC 9 2002 DATE

Form USM-241a
(Rev. 3/96)

USMS HQ USE ONLY

2) Include the guard/transportation services for the Aryan Brotherhood inmates at a specific hourly rate, plus the actual cost of extraordinary medications (i.e. HIV and Psychological), as shown below:

On the day or days of arrival, extra security costs will be incurred. One Crime Impact Team consisting of the following:

[redacted] @ $60.99 per hour x 8 hours
[redacted] @ $53.54 per hour x 8 hours
[redacted] @ $48.50 per hour x 8 hours
Actual mileage @ $ .75 per mile

b2

Trips to and from U.S. Court

[redacted] @ $ .75 per mile
[redacted] @ $ .75 per mile
[redacted] @ $48.50 per hour
[redacted] @ $53.54 per hour

b2

The Local Government shall provide an appropriate level of security when an inmate(s) is hospitalized, due to extreme security concerns, @ $48.50 per hour per Deputy.