United States Department of Justice
United States Marshals Service

Intergovernmental Service Agreement
Housing of Federal Prisoners

1. AGREEMENT NUMBER	2. EFFECTIVE DATE	3. REQUEST FOR DETENTION SERVICES (RDS) NO.
46-00-0040	2/01/06	05-231

4. ISSUING OFFICE

UNITED STATES MARSHALS SERVICE
WITNESS SECURITY AND PRISONER OPERATIONS DIVISION
PROGRAMS AND ASSISTANCE BRANCH
WASHINGTON, DC 20530-1000

5. LOCAL GOVERNMENT

NAME AND ADDRESS

Butte - SilverBow Detention Center
155 W. Quartz Street
Butte, MT 59701

FACILITY CODE(S): 8EF

b6/7c

Contact Person: [redacted], Administrative Captain
Area Code & Telephone No.➤ [redacted]

6. APPROPRIATION DATA
15X1020

7. ITEM NO.	8. SUPPLIES/SERVICES	9. QUANTITY	10. UNIT	11. UNIT PRICE	12. AMOUNT
	This agreement is for the housing, safekeeping, and subsistence of federal prisoners, including guard/ transportation services to medical facility and U.S. Courthouse, in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER DAYS		FIXED PER DIEM RATE	ESTIMATED ANNUAL PAYMENT
		3,500	PDs	$60.00	$210,000.00
		ESTIMATED GUARD HRS			
		500	GHs	$19.00	$ 9,500.00

13. 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.

14. NAME AND TITLE OF LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT

SIGNATURE — DATE: 3/2/06

NAME (Type or Print): Paul David Babb — TITLE: Chief Executive

Attest: Mary M. McMahon - Clerk + Recorder

15. PRISONER TYPE TO BE INCLUDED

UNSENTENCED	SENTENCED
☒ Adult Male	☒ Adult Male
☒ Adult Female	☒ Adult Female
☐ Juvenile	☐ Juvenile
☒ ICE	☒ BOP

16. LEVEL OF USE

- ☐ Minimum (0-249)
- ☐ Medium (250-999)
- ☒ Major (1000 +)

17. NAME OF AUTHORIZING OFFICIAL

Sunita Trehan
NAME (Type or Print)

(SIGNATURE OF GRANTS SPECIALIST)

DATE: 1/23/06

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

FORM USM-241
(Rev. 3/99)

ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and **Butte-Silver Bow County Detention Center, Montana** (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 **Butte-Silver Bow Detention Center** (the facility).

The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with federal, state, and local law, standards, policies, procedures, or court orders applicable to the operations of the facility. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

ARTICLE II - ASSIGNMENT AND CONTRACTING OF DETENTION SUPPORT SERVICES

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 detention support services 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. The USMS will be provided copies of such contracts upon request.

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.

5. Contracts or agreements which are executed by the state/local government subsequent to this IGA that result in additional costs to the USMS over and above the per diem rate must be authorized in writing and in advance by the USMS. Any unauthorized contracts or agreements will be the financial responsibility of the state/local government not the USMS.

ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of health care and services inside the facility that are provided to local prisoners.

2. All costs associated with health care services (to include medical supplies and medication) provided inside the facility will be the responsibility of the Local Government. All costs associated with hospital and health care services (to include prescription medication not included in the facility's formulary) provided outside of the facility will be the responsibility of the USMS and billed directly by the provider to the USMS.

3. The Local Government agrees to notify the United States Marshal (USM) as soon as possible of all emergency health care provided to USMS prisoners to include when removal from the facility is required. The Local Government must obtain prior authorization from the USM for all other health care services required outside the facility. If the Local Government fails to obtain USM prior authorization, the Local Government will be financially responsible for such unauthorized care.

4. All health care services to be provided outside the facility for USMS prisoners will be in accordance with USMS Publication 100 (Prisoner Health Care Standards).

5. When a federal prisoner is being transferred from the facility by the USMS, adequate prescription medication will be provided by the facility to accompany the prisoner. Due to USMS airlift requirements, all prisoners will be provided a 7 day supply of medication.

6. The facility will have in place an adequate infectious disease control program which includes testing all prisoners in the facility for tuberculosis as soon as possible upon intake (not to exceed 14 days). TB testing will be accomplished in accordance with the latest CDC Guidelines and the results for USMS prisoners will be documented on a Form USM 553 as well as in the prisoner medical record. The facility agrees to immediately notify the USM of any cases of suspected or active TB so that any scheduled transports or productions can be delayed until the prisoner's TB status is verified by a physician and appropriate treatment provided.

7. Medical records must travel with the federal prisoner. If medical 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. Upon notice by the USM that a federal prisoner is being transferred from the facility, the facility medical staff must complete and provide a Form 553 to the USM.

8. Federal prisoners may be charged a co-payment for medical services provided by the Local Government, but such charges must be administered by the Local Government in accordance with Public Law 106-294, the Federal Prisoner Health Care Copayment Act of 2000 (Title 18, 4013d). Specifically, all fees charged must be authorized under state law, be the same amount paid by state and local prisoners, for care not specifically excluded by federal law, not applied to indigent prisoners, and levied only after federal prisoners have been given 30 days prior notice by 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, ICE, etc.) or to a Deputy USM. Those prisoners who are remanded to custody by a 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. For Local Governments that have received Cooperative Agreement Program (CAP) funding, minimum USMS bedspace allocation will be in accordance with CAP terms and conditions.

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 USM.

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

ARTICLE V - 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 USM. 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. If covered by a CAP agreement, termination provisions specified therein will apply.

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 per diem rate identified on page one (1) of this agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months. The fixed per diem rate of **$60.00** will be in effect indefinitely.

3. The rate covers one (1) person per "prisoner day." The Federal Government may not be billed for two (2) 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 sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) 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 USMS.

5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Grant 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 Government 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.

U.S. MARSHALS SERVICE
DISTRICT OF MONTANA
316 N. 26th Street
Billing, MT 59101
406-247-7030

BUREAU OF PRISONS

FBOP,

BUREAU OF IMMIGRATION AND CUSTOMS SERVICE

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 5 CFR, Part 1315.

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 non-working 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.

NOTE: RATES NOT SPECIFIED IN THIS AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.

ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS 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 OMB Circular A-87.

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. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmates 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 three (3) years for purposes of federal examination and audit.

2. The 3-year retention period set forth in paragraph one (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, OIG, 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, excerpt, 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 or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

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

2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of $1,000 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 USMS 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, Witness Security and Prisoner Operations Division, USMS Headquarters.

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

ARTICLE XII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by a USMS Grant Specialist 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, Witness Security and Prisoner Operations Division, for final decision.

ARTICLE XIII - INSPECTION

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

1. Adequate, trained jail staff will be provided 24 hour 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 and ensure that they have adequate access to any prescription medications.

5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.

6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE XIV - CONFLICT OF INTEREST

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

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

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:

a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and

b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.

b2

2. Such services will be performed by [redacted] 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 USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. 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 USMS.

4. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS 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 or housing of federal prisoners on behalf of the USMS.

5. The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement. **Mileage shall be reimbursed in accordance with the current GSA mileage rate.**

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

1. The Local Government agrees upon request of the USM 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 at least two (2) armed qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;

b. Upon arrival at the courthouse, transportation and escort guard 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 USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

2. Each prisoner will be restrained in handcuffs, 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 USM 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 or housing federal prisoners on behalf of the USMS. 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 USMS.

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

6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement. **Mileage shall be reimbursed in accordance with the current GSA mileage rate.**

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
One (1)	07-201	April 24, 2007

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE WITNESS SECURITY & PRISONER OPERATIONS DIVISION WASHINGTON, D.C. 20530-1000	Butte Silver Bow County Detention Center 155 W. Quartz Butte, Montana 59701	46-00-0040
		7. FACILITY CODE(S) 8EF

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 incorporate the Bureau of Immigration and Customs Enforcement billing address as set forth below.

On page 5 of 9, Article VII, Paragraph 1., add the following:

Department of Homeland Security
Immigration and Customs Enforcement
Detention and Removal Operations
2800 Skyway Drive
Helena, Montana 59602
Main Office Line: (406) 495-2178
Fax: (406) 495-2173

b6/7c

Attn: [redacted]

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 ___ COPIES TO U.S. MARSHAL

12. APPROVAL

A. LOCAL GOVERNMENT

_____
Signature

_____ _____
TITLE DATE

B. FEDERAL GOVERNMENT

Virginia Owens Virginia Owens
Signature

Grants Analyst 4/24/07
TITLE DATE

HQ USE ONLY

Form USM-241aUSMS
(Rev. 3/99)
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