

1. AGREEMENT NUMBER 98-91-0048	2. EFFECTIVE DATE 11 19 91	3. REQUISITION/PURCHASER REQUEST NO.	4. CONTROL NO.
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5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210	6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) County of San Diego Detention Facility Services 222 West C Street San Diego, California 92101	FACILITY CODE(S)
		SEE PAGE 8
7. APPROPRIATION DATA 15X1020		Contact Person S.H. Embry, Commander Area Code & Telephone No. ▶ (619) 531-3311

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. Approved and/or authorized by the Board of Supervisors of the County of San Diego <i>Thomas J. Pastuszek</i> BY <i>Arne Hansen</i>	Estimated USMS PRISONER DAYS/YR. 39,420	PDS	TEMPORARY RATE \$67.70	ESTIMATED ANNUAL PAYMENT \$2,668,734.00

14. X 11/20/91
Clerk of the Board of Supervisors

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

Thomas J. Pastuszek Date 11/27/91
(Signature)
Clerk of the Board of Supervisors
Name (Type or Print) Title

(Signature) Date

Name (Type or Print) Title

16. TYPE OF USE
 Hold Over
 Regular Support
 Seasonal Support
 Other

17. PRISONER TYPE TO BE INCLUDED

UNSENTENCED	SENTENCED
<input checked="" type="checkbox"/> Adult Male	<input checked="" type="checkbox"/> Adult Male
<input type="checkbox"/> Adult Female	<input type="checkbox"/> Adult Female
<input type="checkbox"/> Juvenile Male	<input type="checkbox"/> Juvenile Male
<input type="checkbox"/> Juvenile Female	<input type="checkbox"/> Juvenile Female
<input checked="" type="checkbox"/> Aliens	<input type="checkbox"/> Work Release
	<input type="checkbox"/> YCA Male
	<input type="checkbox"/> YCA Female

18. LEVEL OF USE
 Minimum
 Medium
 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 *Surluta D. Schatzman*
(SIGNATURE OF CONTRACTING OFFICER)

20. ANTICIPATED ANNUAL USAGE

	UNSENTENCED	SENTENCED	ALIENS	TOTAL
No. of Prisoners	_____	_____	_____	_____
Prisoner Days	_____	_____	_____	_____
Guard Hours	_____	_____	_____	_____

21. NAME OF AUTHORIZING OFFICIAL
(Type or Print)
SURLUTA D. SCHATZMAN

22. DATE SIGNED
11 25 191

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

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 the County of San Diego (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 facilities designated herein.

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.

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 - TEMPORARY PER DIEM RATE

1. A temporary jail day rate for the Central Detention Facility has been established for a period of six (6) months from the effective date of the IGA pending receipt of actual and allowable costs associated with the operation of the facility. The jail day rate will be adjusted based on the actual operational costs for the facility which could result in the rate decreasing, increasing, or remaining unchanged.

2. The Federal Government shall reimburse the Local Government at the temporary jail day rate identified on page 8 of this Agreement. After the establishment of a fixed jail day rate, 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 adjustment 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.

U.S. Marshals Service
LL B-71 U.S. Courthouse
940 Front Street
San Diego, CA 92189

Bureau of Prisons
Western Regional Office
1301 Shoreway Road, 4th Floor
Belmont, CA 94002

(619) 557-6620

(415) 502-4802

Immigration and Naturalization Service
P.O. Box 30080
Laguana Niguel, CA 92677-8080

(714) 643-4236

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.

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.

2. The USMS 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.

ARTICLE X - GUARD SERVICES

1. The local government agrees, upon request of the federal agency 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 committed to a medical facility.

2. 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.

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 contract.

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 Federal Government. 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 user agency.

5. Furthermore, the Local Government agrees to hold harmless and indemnify the user agency, 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 Federal Government.

ARTICLE XI - AVAILABILITY OF APPROPRIATION

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.

ARTICLE X - PLACE OF PERFORMANCE AND RATES

<u>FACILITY</u>	<u>FACILITY CODES</u>	<u>RATE PER DAY</u>	<u>SECURITY RATING</u>
✓ Central Detention Facility--9DN 222 West C Street San Diego, CA 92101		\$67.70 TEMPORARY	Maximum
✓ Las Colinas 9000 Cottonwood Avenue Santee, CA 92071-3093	--9WW	\$53.58	Medium
✓ Vista Detention Facility --9WV 325 South Melrose Drive Vista, CA 92083-6627		\$30.10	Maximum
✓ South Bay Detention Facility-9ED 500 Third Avenue Chula Vista, CA 91910-5646		\$33.27	Maximum
✓ Descanso Detention Facility-8EP 7878 Cambell Ranch Road Alpine, CA 92001-2500 91901		\$55.98	Medium
✓ Camp Barrett 21077 Lyons Valley Road Alpine, CA 92001	--8EK	\$48.24	Minimum