**Intergovernmental Service Agreement**

**Housing of Federal Prisoners**

**United States Department of Justice**

**United States Marshal Service**

---

**AGREEMENT NUMBER**

98-96-0017

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**ISSUING OFFICE**

UNITED STATES MARSHALS SERVICE

PRISONER OPERATIONS DIVISION

IGA SECTION

600 ARMY NAVY DRIVE

ARLINGTON, VA 22202-4210

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**AGREEMENT DATE**

1 / 1 / 96

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**REQUISITION/PURCHASER/REQUEST NO.**

---

**CONTROL NO.**

---

**GOVERNMENT ENTITY**

NAME AND ADDRESS

La Paz County Sheriff's Department

1109 Arizona Avenue

Parker, AZ 85344

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**APPROPRIATION DATA**

15X1020

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**SUPPLIER/SERVICES**

This Agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners including guard/transportation services in accordance with the contents set forth herein.

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**ITEM NO.**

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**QUANTITY**

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**UNIT**

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**UNIT PRICE**

---

**AMOUNT**

---

**ESTIMATED**

---

**USMS PRISONER DAYS/YR.**

45,625

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**PER DIEM FATE**

$40.00

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**ANNUAL PAYMENT**

$1,825,000

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**ESTIMATED GUARD HRS**

5,000

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**MIL**

$0.30

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**TOTAL**

$5,000

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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.

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**TYPE OF USE**

- Regular Support
- Seasonal Support
- Other

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**LEVEL OF USE**

- Minimum
- Medium
- Major

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**PRISONER TYPE TO BE INCLUDED**

- UNSENTENCED
- SENTENCED
- Aliens

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**ANTICIPATED ANNUAL USAGE**

- UNSENTENCED
- SENTENCED
- ALIENS
- TOTAL

---

**SIGNATURE OF CONTRACTING OFFICER**

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**AUTHORIZED SIGNATURES**

- Name and Title of Person Authorized to Sign Offer

---

**DATE SIGNED**

MAR 19 1996

---

**NAME OF AUTHORIZING OFFICIAL**

- Vicki Lipov

---

**DATE SIGNED**

MAR 19 1996

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**PAGE 1 of 11**

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**PRIORITY EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED**

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**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. Marshal's Service (USMS) and other federal user agencies (the Federal Government) and La Paz 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 La Paz County Adult Detention Facility (the facility).

ARTICLE II - ASSIGNMENT AND CONTRACTING OF CATEGORICAL PROJECT-SUPPORTED EXPENSE

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 expense 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 provided if these activities are funded as proposed.

3. All invoices or agreements must be submitted in accordance with the Local Government's Intergovernmental Agreement (IGA) and the terms of the agreement.

4. The purpose of the agreement must be a provision of the activities to be performed, the type according with the project, position, and the time through procedures with the approval of 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 USM 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 searched and are not required to pay their own medical expenses. Those expenses will be paid by the federal government.

7. The Local Government agrees to notify the USM as quickly as possible when a federal prisoner is involved in an escape, attempted escape, or other event 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.
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 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 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 VI. PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established at the sum of variable and allocable costs associated with the operation of the facility pursuant to the rates determined by the USM.

2. The Federal Government shall reimburse the Local Government in the first day rate adjustment of any year of this Agreement. A rate may be renegotiated not more than once per year. After the first year and any subsequent adjustment 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 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 Agency listed below for certification and payment.

   **United States Marshals Service**
   10 E-71 U.S. Courthouse
   940 Front Street
   San Diego, CA 92129
   (619) 557-5629

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each Federal program being serviced, date of enrollment, the valid date to be reimbursed, the appropriate authorization rate as approved in the IGA, and the approved authorized rate in accordance with the rate modification. The name, program, contract number, and award 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 26 Code of Federal Regulations (CFR) Part 10 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 26 CFR Part 10 and the accountability of the costs covered therein. Submission of Form OMB-10. To avoid possible subsequent disallowance of expenses paid down the line, the recipient shall accurately record and report changes in the financial management standards, 26 CFR Part 10 and current revisions of Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments.

3. Requests for changes in IGA shall be in writing and substantiated with an explanation to permit review of the accountability 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 26 CFR Part 56 and OMB Circular A-110, all financial records, supporting documents, statistical records and other records pertinent to contracts or sub-awards awarded with CAP
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

funds shall be retained by each organization participating in the program or project for at least 7 years for purposes of Federal examination and audit.

2. The 3-year retention period set forth in paragraph 1. above, starts from the date of the submission of the final expenditure report. 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.
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 assigns individually and officially, for any and all liability caused by any act or omission of any member of the Local Government or anyone else assisting out of the use, operation, handling, or transfer of any property, equipment or vehicle furnished by the USMS to the Local Government in connection with the transfer of the Marshals Service program.

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

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 warrant 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
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.

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 other systems and procedures required for the safety and security of the facility.
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 XVII - GUARD/TRANSPORTATION SERVICES

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 the Imperial County Jail. The Local Government agrees to the following:

1. Transportation and escort guard services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures and practices, under Terms and Conditions of this Intergovernmental Service Agreement and pursuant to procedures required for Minimize Prisoner Mobility and restraint control.

2. Upon arrival at the Imperial County Jail, 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 Imperial County Jail without a specific request from the U.S. Marshal who will provide the prisoner's name 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 Government agrees to reimburse the Local Government for the cost of transporting 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.

1. The Federal Government agrees to reimburse the Local Government at the rate specified on page one of this agreement.
**Modification of Intergovernmental Agreement**

<table>
<thead>
<tr>
<th>1. MODIFICATION NO.</th>
<th>2. EFFECTIVE DATE OF MODIFICATION</th>
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<td>Ons (1)</td>
<td>October 1, 1996</td>
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<th>3. ISSUING OFFICE</th>
<th>4. LOCAL GOVERNMENT</th>
<th>5. IGA NO.</th>
<th>6. FACILITY CODE(S)</th>
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<tr>
<td>U.S. MARSHALS SERVICE</td>
<td>La Paz County Sheriff's Department</td>
<td>96-96-0017</td>
<td>000</td>
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<tr>
<td>PRISONER OPERATIONS DIVISION</td>
<td>1109 Arizona Avenue</td>
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<td></td>
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<tr>
<td>IGA SECTION</td>
<td>Parker, AZ 85344</td>
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<th>7. ACCOUNTING CITATION</th>
<th>8. ESTIMATED ANNUAL PAYMENT</th>
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<td>1520026</td>
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9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 7 REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of the modification is to delete the Medical Screening Fee of $2.00, as follows:

1. On Page 1 of 11, Block 9., delete "* Medical Screening".
2. On Page 1 of 11, Block 10., delete "$3.00".
3. On Page 1 of 11, Block 13., delete "$1,500".

### INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

<table>
<thead>
<tr>
<th>A. [x] LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT</th>
<th>B. [ ] LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO U.S. MARSHAL</th>
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### APPROVALS:

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<th>A. LOCAL GOVERNMENT</th>
<th>B. FEDERAL GOVERNMENT</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Vicki Linos</td>
</tr>
<tr>
<td>TITLE</td>
<td>Signature</td>
</tr>
<tr>
<td>DATE</td>
<td>OCT 18 1995</td>
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<tr>
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Form USM-241a (Rev 3/96)