1. AGREEMENT NUMBER: J-E96-M-197
2. EFFECTIVE DATE: 11/1/84
3. REQUISITION/PURCHASER/REQUEST NO.: 0001-E98-85
4. CONTROL NO.: 600

5. ISSUING OFFICE:
UNITED STATES MARSHALS SERVICE
Operations Support Division
Program Administration Branch
TYSONS CORNER CENTER
MCLEAN, VIRGINIA 22102

6. GOVERNMENT ENTITY:
NAME AND ADDRESS:
Imperial County Probation & Corrections Department
Street, city, county, State:
324 Applestill Road
El Centro, CA 92243

Contact Person: Alejandro, C. Armenta
Area Code & Telephone No.: (619) 338-0220

7. APPROPRIATION DATA:

8. FUNCTION/ITEM NO. | SUPPLIES/SERVICES
--- | ---
(1) | This Agreement is for the housing, safekeeping and subsistence of adult and juvenile male and female federal prisoners in accordance with the contents set forth herein.

9. ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT
--- | --- | --- | ---
7200 | DAS | -$55.00 | $396,000

10. AMOUNT

11. TYPE OF USE
- Hold Over
- Regular Support
- Seasonal Support
- Other

12. LEVEL OF USE
- Minimum
- Standard
- Major

13. PRISONER TYPE TO BE INCLUDED
- UNSENTENCED
- SENTENCED
- Adult Male
- Adult Female
- Juvenile Male
- Juvenile Female
- Aliens

14. This Negotiated Agreement is Herewith Approved and Accepted for the United States of America

BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE

THE UNITED STATES OF AMERICA

BY [SIGNATURE OF CONTRACTING OFFICER]

20. ANTICIPATED ANNUAL USAGE

<table>
<thead>
<tr>
<th>UNSENTENCED</th>
<th>SENTENCED</th>
<th>ALIENS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>7200</td>
<td>7200</td>
<td>7200</td>
<td></td>
</tr>
</tbody>
</table>

21. NAME OF AUTHORIZING OFFICIAL

Joseph B. Randers

DATE SIGNED: 11/23/84

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 and other federal user agencies (the Federal Government) and Imperial County, California (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 Imperial County Probation & Corrections Department (the facility).

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 law only upon presentation by the officer of properly enforcement credentials.

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

3. 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 of local officials for any reason except for medical or emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE IV - PERIOD OF PERFORMANCE

This Agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the 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 of restriction of use unless an emergency situation
requires the immediate relocation of prisoners.

ARTICLE V - 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
or as provided for in an approved annual operating budget for detention facilities.

2. The Federal Government shall reimburse the Local Government at the fixed day rate
identified on page 1 of the Agreement. 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 increase is desired, the Local Government shall submit a written request
to the U.S. Marshal 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 U.S. Marshal. 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 U.S. Marshal.

5. Criteria used to evaluate the increase or decrease in the per-diem rate shall be
those specified in the federal open standards for contractors and grantees 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
rate modification form approved and signed by a Marshal's Service Contracting Officer.
The effective date will be established on the first day of a month for accounting pur-
poses. Payments at the modified rate will be paid upon the return of the signed modifi-
cation by the authorized local official to the U.S. Marshal.

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 Commerce.

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.

United States Marshals Service
940 Front Street
San Diego, California 92189

(619) 293-6620

Bureau of Prisons
Community Programs Manager
429-K Federal U.S. Courthouse
312 N. Spring Street
Los Angeles, California 90012

(213) 688-3468
2. To constitute a proper monthly invoice, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per-diem rate, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address and phone number of the Local Official responsible for invoice preparation should also be listed on the invoice.

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-25.

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. The date of the check issues in payment shall be considered to be the date payment is made.

**ARTICLE VII - GOVERNMENT FURNISHED PROPERTY**

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

2. The Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable as well as controlled excess property. The date or description of any such excess property shall be immediately reported to the U.S. Marshals and USMS Headquarters. Accountable and controlled excess property includes any property valued at $1,500 or more, all furniture, as well as equipment used for security and control, communication, photography, fire 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 Marshals Service for prisoner support.

**ARTICLE VIII - MODIFICATIONS/DISPUTES**

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

2. Disputes, questions or concerns pertaining to this agreement will be resolved between the U.S. Marshal and the appropriate local Government official. Unresolved issues are to be directed to the Chief, Operations Support Division, U.S. Marshals Service headquarters.
TITLE IX - INSPECTION AND TECHNICAL ASSISTANCE

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

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

The purpose of this Modification is to increase the day rate to $85.00 to $95.00 effective April 1, 1993, and to incorporate the availability of funds clause, as set forth below:

On Page 5 of 5, add Article XI as follows:

ARTICLE XI - AVAILABILITY OF FUNDS

The Federal Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payments can be made and in legal sufficient to the point of the Government for any payment may cease until such funds are available.