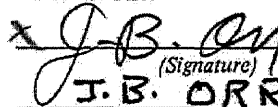



1. AGREEMENT NUMBER J-D63-M-019		2. EFFECTIVE DATE 9/1/83		3. REQUISITION/PURCHASER/REQUEST NO. 0294-D63-83		4. CONTROL NO.																					
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER SUPPORT DIVISION CONTRACTS BRANCH 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102				6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Pittsburg County Jail P.O. Box 1201 McAlester, Oklahoma 74502		FACILITY CODE(S) 6CM																					
7. APPROPRIATION DATA 1531020				Contact Person Area Code & Telephone No. ▶																							
8. ITEM NO.	9. SUPPLIES/SERVICES			10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT																				
(1)	This Agreement is for the housing, safekeeping, and subsistence of federal prisoners in accordance with the contents set forth herein.			ESTIMATED USMS PRISONER DAYS/YR.		FIXED RATE	ESTIMATED ANNUAL PAYMENT																				
(2)	The services provided through this Agreement shall be limited to a 48-hour detention period per prisoner.			20	PDs	\$6.00	\$120.00																				
14. AGENCY CERTIFYING <i>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.</i>				15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  (Signature) J.B. ORR Name (Type or Print) </div> <div style="text-align: right;"> Date <u>10-26-83</u> Title _____ Date _____ Title _____ </div> </div>																							
16. TYPE OF USE <input checked="" type="checkbox"/> Hold Over (48 Hrs) <input type="checkbox"/> Regular Support <input type="checkbox"/> Seasonal Support <input type="checkbox"/> Other		17. PRISONER TYPE TO BE INCLUDED <table style="width:100%;"> <tr> <th>UNSENTENCED</th> <th>SENTENCED</th> </tr> <tr> <td><input checked="" type="checkbox"/> Adult Male</td> <td><input type="checkbox"/> Adult Male</td> </tr> <tr> <td><input checked="" type="checkbox"/> Adult Female</td> <td><input type="checkbox"/> Adult Female</td> </tr> <tr> <td><input checked="" type="checkbox"/> Juvenile Male</td> <td><input type="checkbox"/> Juvenile Male</td> </tr> <tr> <td><input checked="" type="checkbox"/> Juvenile Female</td> <td><input type="checkbox"/> Juvenile Female</td> </tr> <tr> <td><input type="checkbox"/> Aliens</td> <td><input type="checkbox"/> Work Release</td> </tr> <tr> <td></td> <td><input type="checkbox"/> YCA Male</td> </tr> <tr> <td></td> <td><input type="checkbox"/> YCA Female</td> </tr> </table>		UNSENTENCED	SENTENCED	<input checked="" type="checkbox"/> Adult Male	<input type="checkbox"/> Adult Male	<input checked="" type="checkbox"/> Adult Female	<input type="checkbox"/> Adult Female	<input checked="" type="checkbox"/> Juvenile Male	<input type="checkbox"/> Juvenile Male	<input checked="" type="checkbox"/> Juvenile Female	<input type="checkbox"/> Juvenile Female	<input type="checkbox"/> Aliens	<input type="checkbox"/> Work Release		<input type="checkbox"/> YCA Male		<input type="checkbox"/> 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 OF CONTRACTING OFFICER)							
UNSENTENCED	SENTENCED																										
<input checked="" type="checkbox"/> Adult Male	<input type="checkbox"/> Adult Male																										
<input checked="" type="checkbox"/> Adult Female	<input type="checkbox"/> Adult Female																										
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20. ANTICIPATED ANNUAL USAGE <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>UNSENTENCED</th> <th>SENTENCED</th> <th>ALIENS</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>No. of Prisoners</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Prisoner Days</td> <td style="text-align: center;">20</td> <td></td> <td></td> <td style="text-align: center;">20</td> </tr> <tr> <td>Guard Hours</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					UNSENTENCED	SENTENCED	ALIENS	TOTAL	No. of Prisoners					Prisoner Days	20			20	Guard Hours					21. NAME OF AUTHORIZING OFFICIAL (Type or Print) Joseph B. Enders		DATE SIGNED 9/24/83	
	UNSENTENCED	SENTENCED	ALIENS	TOTAL																							
No. of Prisoners																											
Prisoner Days	20			20																							
Guard Hours																											

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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 government) and Pittsburg County, McAlester, Oklahoma (the County) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Pittsburg County Jail (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The County 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. The services provided through this Agreement shall be limited to a 48-hour detention per prisoner.
2. The County 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 government.
3. The County 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 County 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 County 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 may only be released to a U.S. Marshal or an agent specified by the U.S. Marshal of the Judicial District.
3. Government user agencies agree to maintain federal prisoner population levels at or below the level established by the facility administrator. The facility administrator may establish levels for each user agency.
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 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 County may suspend or restrict the use of the facility by any or all federal agencies by giving written notice to the U.S. Marshal

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and the affected user agency. 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 - ECONOMIC PRICE ADJUSTMENT

1. Payment rates shall be established on the basis of actual costs associated with the operation of the facility during a recent annual accounting period or upon an approved annual operating budget.
2. The rate may be renegotiated not more than once per year, after the Agreement has been effective for twelve months.
3. The County may initiate a request for a rate increase or decrease by notifying the U.S. Marshal in writing at least 60 days prior to the desired effective date of the adjustment. Each rate adjustment submitted must include a completed Basic Data Sheet and Certification Form available from the U.S. Marshal. The County agrees to provide additional cost information to support a rate increase and to permit an audit of accounting records upon request of the Marshals Service.
4. Criteria used to evaluate the increase or decrease in the per-capita 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.
5. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a Marshals Service Contracting Officer. The effective date will be established on the first day of a 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 U.S. Marshal.
6. Unless other justifiable reasons can be documented by the County, per diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VI - FINANCIAL PROVISIONS

1. The billing address of the agency using this facility is as follows:

PAYOR

United States Marshal
136 U.S. Courthouse
5th & Okmulgee Streets
Muskogee, Oklahoma 74401

Phone: (918) 687-2523

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2. The government shall reimburse the County at the fixed rate identified on page one of the agreement. The rate covers one person per prisoner day. The government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The County may bill for the day of arrival but not for the day of departure.

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 County 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 issued in payment shall be considered to be the date payment is made.

5. The original invoice shall be submitted to the government office that has been designated to receive invoices, as stated in paragraph 1. To constitute a proper invoice, the invoice must include the name, title, phone number and complete mailing address of the official of the designated payment office. In addition, it shall list each federal prisoner, the specific dates of confinement for each, the total days to be reimbursed, the agreed upon rate per day and the total amount billed (total days multiplied by the rate per day).

ARTICLE VII - 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 County 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 County official. Unresolved issues are to be directed to the Chief, Prisoner Support Division, U.S. Marshals Service Headquarters.

ARTICLE VIII - INSPECTION AND TECHNICAL ASSISTANCE

1. The County 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.

2. 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.