#### United States Department of Justice

United States Marshals Service

# Intergovernmental Service Agreement Housing of Federal Prisoners

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1. AGREEMENT NUM	1BER	2. EFFECTIVE DATE	REQUISITION/PUL	TION/PURCHASER/REQUEST NO. 4. CONTROL NO.							
J-E06-M-1	181	2 / 1 / 96	047-	047-96							
5. ISSUING OFFICE			6. GOVERNMENT	ENTIT	Y			FACILIT	TY CODE(S)	ODZ OA	F
	ERATI VY DR		NAME AND ADDRESS (Street, city, county, State and ZIP code	NAME AND ADDRESS (Street, city, county, State and ZIP code)  NAME AND State of Alaska Department of Corrections P.O. Box 112000 Juneau, AK 99811-2000  OAE  OAE  OAE  OAE  OAE  OAE  OAE					0HD 9H	IČ IF	
7. APPROPRIATION	DATA								,	ODR .	
15X1	.020		Contact Pe	rson	Margaret	Pugh,	Commi	.ssione	er	(	
			Area Code	& Tel	ephone No. 🕨	<b>(</b> 90	7) 465	-4652			
8. ITEM NO.		9 SUPPLIES/			10. QUANTITY	11. UNIT	UNIT		13. AMOUN	IT	
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		s Agreement sup vious Agreement		24/84							
AGENCY a CERTIFYING n v	ubmitt ind coi horized nent oi vill coi	best of my knowledge ted in support of this a rrect, the document has d by the governing bod r Agency and the Depart with ALL PROVITIES WHEREIN.	and belief, data greement is true to been duly au- y of the Depart- rtment or Agency	Ross Name ()	My or Prince	lole nature)	DIR	E CTO	Date 5/22	196	
16. TYPE OF USE		17. PRISONER TYPE TO	O BE INCLUDED	19. 7	This Negotiated As	reement	is Herehy	Approved	and Accepted fo	or.	
Hold Over Regular Suppor Seasonal Suppor Other  18. LEVEL OF USE Minimum Medium Major		UNSENTENCED  Adult Male  Adult Female  Juvenile Male  Juvenile Female  Aliens	SENTENCED  Adult Male  Adult Female  Juvenile Male  Juvenile Female  Work Release  YCA Male  YCA Female	BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE							
No. of Prisoners	UNSEI	ANTICIPATED ANN NTENCED SENTENCE			NAME OF AUTH Type or Print)	ORIZINO	G OFFICIA	AL 22. D	DATE SIGNED		
Prisoner Days Guard Hours	19	,000			Vicki I	Lipov	7		APR 25/	998	

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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 (USMS) and other federal user agencies (the Federal Government) and the State of Alaska (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 Department of Corrections (the facility).

#### ARTICLE II - ASSIGNMENT AND CONTRACTING OF CATEGORICAL PROJECT-SUPPORTED EFFORT

- 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 effort 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.
- 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.

#### 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

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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 that also apply to federal prisoners, 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 USMS 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. Necessary medical information 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 charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.
- 7. The Local Government agrees to notify the U.S. Marshal as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy 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.

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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 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 fixed day rate identified on page 1 of this 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 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.

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- 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 Agencies listed below for certification and payment.

United States Marshals Service 189 U.S. Courthouse 222 W. 7th Avenue Anchorage, AK 99513 (907) 271-5154 Federal Bureau of Prisons Community Corrections Office 3160 Jackson Fedl. Building 915 Second Avenue Seattle, WA 98174 (206) 220-6593

Immigration & Naturalization Service Northern Regional Office Bishop Henry Whipple Fedl. Building Fort Snelling Twin Cities, MN 55111 (612) 725-3850

- 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.

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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 28 Code of Federal Regulations (CFR) Part 66 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 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. Requests for prior approval must be in writing and justified with an explanation to permit review of the allowability 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

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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 3 years for purposes of Federal examination and audit.
- 2. The 3-year retention period set forth in paragraph 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 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 subrecipients/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.
- 4. Delinquent debt collection: The USMS will hold recipient accountable for any overpayment, audit disallowance or any breach of this agreement that results in a debt owed to the Federal Government. The USMS agency shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

#### ARTICLE XI - AVAILABILITY OF FUNDS

The Federal Government's obligation under this agreement is contingent upon their 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.

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#### 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 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 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 XIII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be

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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 guarantee 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 confinement which are to be met during the entire period of the IGA Agreement are:

- 1. 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 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 XV - CONFLICT OF INTEREST

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

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- 1. Advice. No official or employee of the recipient, a subrecipient, 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.
- 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 XVI - PLACE OF PERFORMANCE

Highland Mountain Correctional Center / P.O. Box 600
Eagle River, AK 99577
CODE: ODZ

Lemon Creek Correctional Center 2000 Lemon Creek Road
Juneau, AK 99801
CODE: 0AE

Palmer Correctional Center V P.O. Box 919 Palmer, AK 99645 CODE: OHD

Meadow Creek Correctional Center P.O. Box 600 Eagle River, AK 99577 CODE: 0JZ

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IGA No. J-E06-M-181	Page No

- y 6th Avenue Correctional Center Annex
  P.O. Box 233
  625 C Street
  Anchorage, AK 99501-3544
  CODE: OAJ
- Fairbanks Correctional Center P.O. Box 317
  Fairbanks, AK 99701
  CODE: OAC
- Anvil Mountain Correctional Center P.O. Box 730
  Nome, AK 99762
  CODE: OAL
- Cook Inlet Pre-trial Facility 1300 E. 4th Avenue Anchorage, AK 99510 CODE: ODR
- Ketchikan Correctional Center 1201 Schoenbak Road Ketchikan, AK 99901 CODE: 0AF
- Wildwood Pre-trial Center
  10 Chugach Avenue
  Kenai, AK 99611
  CODE: 9HC
- Spring Creek Correctional Center Mile 5 Nash Road P.O. Box 5001 Seward, AK 99664 CODE: 9HF
- Mat-Su Pre-trial Facility 339 East Dogwood Palmer, AK 99645 CODE: OAN

1. MODIFICATION NO. 2. EFFECTIVE DATE OF MODIFICATION			F MODIFICATION	
ONE (1)	June 1, 1997			
3. ISSUING OFFICE U.S. MARSHALS SERVICE	4. LOCAL GOVERNMENT State of Alaska			5. IGA NO. J-E06-M-0181
PRISONER OPERATIONS DIVISION	Department of Corre	ctions		6. FACILITY CODE(S)
IGA SECTION 600 ARMY NAVY DRIVE	P.O. Box 112000	20		OAJ,ODR,OAC,OAF
ARLINGTON, VA 22202-4210	Juneau, AK 99811-200	JU		OAE,OAN,OJZ,OEM,9HC
7. ACCOUNTING CITATION 15	X1020		8. ESTIMATED	ANNUAL PAYMENT
9. EXCEPT AS PROVIDED SPECIFIC				GA DOCUMENT
The purpose of this r \$105.27 effective Ju	modification is to decrea			re from \$106.63 to
10. INSTRUCTIONS TO LOCAL GOV	VERNMENT FOR EXECUTION O	F THIS MO	DIFICATION:	
A. LOCAL GOVERNMENTO SIGN THIS DOCUM			to sign this d	NMENT IS REQUIRED OCUMENT AND RETURN TO U.S. MARSHAL
11. APPROVALS:				
A. LOCAL GOVERNMENT  Signature  PAP IN HUDINECT  TITLE	7/14/97 DATE	Surlut		hafrian hature 4/97 DATE

1. MODIFICATION NO.			2. EFFECTIVE DATE OF MODIFICATION			
TWO (2)		Jar	January 1, 1998			
3. ISSUING OFFICE	4. LOCAL GOVERNMENT		5. IGA NO.			
U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION	State of Alaska De	ept. of Corr	ections	J-E06-M-181		
IGA SECTION	P.O. Box 112000			6. FACILITY CODE(S)		
600 ARMY NAVY DRIVE	Juneau, Alaska 99	9811-2000		0AL, 0DR, 0DZ, 0AC, 0AF, 0AE, 0AN, 0HD, 0AJ, 9HC, 9HF, 9LS		
ARLINGTON, VA 22202-4210						
7. ACCOUNTING CITATION 15	X1020		8. ESTIMATED ANNUAL PAYMENT \$2,001,400.00			
9. 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 adjust the per diem rate to \$100.07, effective January 1, 1998, in the following facilities.						
<ul> <li>Anvil Mountain Correctional Center</li> <li>Cook Inlet Correctional Center</li> <li>Combined Hiland Mountain CC</li> <li>Fairbanks Correctional Center</li> <li>Ketchikan Correctional Center</li> <li>Lemon Creek Correctional Center</li> <li>Mat-Su Correctional Center</li> </ul>			<ul> <li>Palmer Correctional Center</li> <li>Point Mackenzie Rehabilitation Center</li> <li>Sixth Avenue Correctional Center</li> <li>Wildwood Correctional Center</li> <li>Spring Creek Correctional Center</li> <li>Yukon-Kuskokwim Correctional Center</li> </ul>			
			<b>*</b> *	W.S. 1748 S.G. 274 13 14 15 14 15 14 15 14 15 15 16 16 16 16 16 16 16 16 16 16 16 16 16		
10. INSTRUCTIONS TO LOCAL GOV	VERNMENT FOR EXECUTION	N OF THIS MO	ODIFICATION:			
A. LOCAL GOVERNMEN TO SIGN THIS DOCUM	_		TO SIGN THIS D	NMENT IS REQUIRED OCUMENT AND RETURN TO U.S. MARSHAL		
11. APPROVALS:						
A. LOCAL GOVERNMENT  LUCE Signature  TITLE	5/11/98 DATE	<u>Debra</u>	Browne (Sign String Officer	MENT  DUTA BUTUNU  nature  3/17/28  DATE		

Form USM-241a (Rev. 3/96)

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### ARTICLE XVI - PLACE OF PERFORMANCE

Facility Anvil Mountain Correctional Center PO Box 730 Nome, AK 99762	Code OAL
Cook Inlet Correctional Center 1300 E. 4 <sup>th</sup> Avenue Anchorage, AK 99510	ODR
Combined Hiland Mountain CC PO Box 600 Eagle River, AK 99577	ODZ
Fairbanks Correctional Center PO Box 317 Fairbanks, AK 99701	OAC
Ketchikan Correctional Center 1201 Schoenbar Road Ketchikan, AK 99901	OAF
Lemon Creek Correctional Center PO Box 919 Palmer AK 99502	OAE
Mat-Su Correctional Center 339 East Dogwood Palmer, AK 99645	QAN
Spring Creek Correctional Center PO Box 2109 Seward, AK 99664	9HF
Palmer Correctional Center PO Box 919 Palmer, AK 99502	OHD

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Anchorage Correctional Center	OAJ
PO Box 233	
625 C. Street	
Anchorage, AK 99510	
Wildwood Correctional Center	9НС
Pouch 730	
Kenai, AK 99611	
Yukon-Duskokwim Correctional Center	9LS
P.O. Box 400	÷
Bethel, AK 99559	

1. MODIFICATION NO.			2. EFFECTIVE DATE OF MODIFICATION			
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3. ISSUING OFFICE	A LOCAL COVERNMENT			S ICANO		
	4. LOCAL GOVERNMENT State of Alaska			5. IGA NO. 06-99-0091		
U.S. MARSHALS SERVICE						
PRISONER OPERATIONS DIVISION IGA SECTION	Department OF Co	rrections		6. FACILITY CODE(S)		
600 ARMY NAVY DRIVE	P.O. Box 112000			OAL		
ARLINGTON, VA 22202-4210	Juneau, AK 99811-2	2000				
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\$97.62, effective Jar	ludry 1, 1999.					
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new number is as sto	ated in Block No. 5.					
10. INSTRUCTIONS TO LOCAL GO	VERNMENT FOR EXECUTION	OF THIS MO	ODIFICATION:			
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TO SIGN THIS DOCUM	MENT		TO SIGN THIS D	OCUMENT AND RETURN		
			COPIES	TO U.S. MARSHAL		
11. APPROVALS:				<u> </u>		
A LOCAL COMPRISE		for distance and	D. 1 dours	AFNITE COLL		
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### ARTICLE XVI - PLACE OF PERFORMANCE

Facility Anvil Mountain Correctional Center PO Box 730	Code OAL
Nome, AK 99762	
Cook Inlet Correctional Center 1300 E. 4 <sup>th</sup> Avenue Anchorage, AK 99510	ODR
Combined Hiland Mountain CC PO Box 600 Eagle River, AK 99577	ODZ
Fairbanks Correctional Center PO Box 317 Fairbanks, AK 99701	OAC
Ketchikan Correctional Center 1201 Schoenbar Road Ketchikan, AK 99901	OAF
Lemon Creek Correctional Center PO Box 919 Palmer AK 99502	OAE
Mat-Su Correctional Center 339 East Dogwood Palmer, AK 99645	QAN
Spring Creek Correctional Center PO Box 2109 Seward, AK 99664	9HF
Palmer Correctional Center PO Box 919 Palmer, AK 99502	OHD

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Anchorage Correctional Center	OAJ
PO Box 233	
625 C. Street	
Anchorage, AK 99510	
Wildwood Correctional Center	9НС
Pouch 730	
Kenai, AK 99611	
Yukon-Duskokwim Correctional Center	9LS
P.O. Box 400	
Bethel AK 99559	

United States Marshals Service

1. MODIFICATION NO. FIVE (5)	1 7	r for detention services no. 3. effectiv 049-01 7/1/00			E DATE OF MODIFICATION
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVIS	NON!	5. LOCAL GOVERNM State of Alaska Dep		Corrections	6. IGA NO. 06-99-0091
PRISONER SERVICES DIVIS PROGRAMS AND ASSISTAN 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	NCE BRANCH	P.O. Box 112000 Juneau, AK 99811-2000			7. FACILITY CODE(S)
8. ACCOUNTING CITATION 15X1020	)N		9. ESTIMA \$2,103,	ATED ANNUA 870.00	L PAYMENT
10. EXCEPT AS PROVIDED S REFERRED TO IN BLOCK		HEREIN, ALL TERMS ANI NCHANGED. TERMS OF T			DOCUMENT
The purpose of	this modifi	cation is to:			
1. Cancel 1	Modificatio	on No. 4 in its entire	ty.		
2. Increase the per diem rate from \$97.62 to the fixed per diem rate of \$110.73 effective July 1, 2000.				em rate of \$110.73	
3. Increase the per diem rate from \$110.73 to the fixed per diem rate of \$111.89 effective January 1, 2001.					diem rate of \$111.89
•	riously omit	•	_	_	m (CAP) language that al Agreement (IGA), as set
11. INSTRUCTIONS TO LO	CAL GOVERN	MENT FOR EXECUTION	OF THIS MC	DIFICATION:	
A. LOCAL GOVERNM TO SIGN THIS DO	IENT IS NOT R	EQUIRED	В. ⊠	TO SIGN THIS	RNMENT IS REQUIRED DOCUMENT AND RETURN ES TO U.S. MARSHAL
12. APPROVAL			Γ		
A. LOCAL GOVERNM	ENT	1	B. FED	DERAL GOVER	RNMENT
Sign	nature		<u>Vic</u>	cki Lipov Si	gnature (
Jeputy Juect	n/Asm	<u>6-11-01</u> DATE	<u>Contra</u>	cting Officer	DATE
ITTLE		DAIL		HILL	DAIL

Intergovernmental Service Agreement Schedule

IGA No. 06-99-0091

Page No. 2 of 2

#### ARTICLE V - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This agreement shall remain in effect for a period of twenty (20) years after the project(s) listed in Schedule B of CAP Agreement No. 02-06-95 is completed. The Local Government agrees to provide fifty (50) bedspaces for federal prisoners in USMS custody each day upon the request of the USM commencing on the date of completion and activation of all projects listed in the above-mentioned CAP agreement. The IGA shall remain in effect through the period of the CAP, and thereafter until terminated or suspended in writing by either party. 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.

On page 8 of 11, delete Article XIII, paragraph 2 in its entirety and insert the following:

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 unresolve	:d
issues are to be directed to the Chief, Prisoner Services Division.	

Form USM 241B (Rev. 3/99)

United States Marshals Service

1. MODIFICATION NO. SIX (6)	•	FOR DETENTION SERV 134-03	VICES NO.	3. EFFECTIVE 4/16/03	DATE OF MOD	IFICATION
4. ISSUING OFFICE U.S. MARSHALS SERVICE		5. LOCAL GOVERNMENT State of Alaska Department of Corrections		6. IGA NO. 06-99-0091		
PRISONER SERVICES DIVIS PROGRAMS AND ASSISTAN 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	ICE BRANCH	P.O. Box 112000 Juneau, AK 99811-2000		7. FACILITY (	CODE(S)	
8. ACCOUNTING CITATION 15X1020			9. ESTIMA	ATED ANNUA	L PAYMENT	
10. EXCEPT AS PROVIDED S'		HEREIN, ALL TERMS ANI			DOCUMENT	
The purpose of t						
1. Increase January 1	•	m rate from \$111.89	to the fixe	ed per diem	rate of \$114.	37 effective
2. Decrease January 1		em rate from \$114.3	7 to the fix	ed per diem	n rate of \$113	.31 effective U.S. INTERPORT OF THE PROPERTY O
11. INSTRUCTIONS TO LO	CAL GOVERN	MENT FOR EXECUTION	OF THIS M	ODIFICATION:		35 PR
A. LOCAL GOVERNM TO SIGN THIS DO		REQUIRED	В. ⊠	TO SIGN THIS	ERNMENT IS REQ S DOCUMENT AN IES TO U.S. MARS	ID RETURN
12. APPROVAL			_			
A. LOCAL GOVERNM	? H		B. FE	DERAL GOVE Luta D. Luta D. Schatzm	Schaffma	<i>~</i>
Sig Sevices	nature Directa	5-2-03	Contr		ignature	4/18/03
TITLE		DATE		TITLE		DATE

### **U.S. Department of Justice**

United States Marshals Service

### **Modification of Intergovernmental Agreement**

1. MODIFICATION NO. Seven (7)	2. REQUEST FOR DETENTION SER 040-04				MODIFICATION
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVIS	_	5. LOCAL GOVERNMENT State of Alaska Dept. of Corrections 802 3 <sup>rd</sup> Street			013
PROGRAMS & ASSISTANCE WASHINGTON, DC 20530-100	BR. Douglas, AK 99824			7. FACILITY (	CODE(S)
8. ACCOUNTING CITATIO	ANNUAL N/A	PAYMENT			
15X1020 N/A  0. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  The purpose of this modification is to increase the per dies \$113.31, effective January 1, 2003 to the fixed per diem ra effective January 1, 2004.  This modification also changes the IGA number from J-E06-M—to 06-04-0013.				per diem diem rate	e of \$113.69
	NAL COVERNMENT FOR EVECUTION	OF THIS MODIE	ICATION.		
A. LOCAL GOVERNMI TO SIGN THIS DOC		B. ⊠ LOCA	L GOVERNI GN THIS DO	MENT IS REQUIF OCUMENT AND 1 OU.S. MARSHAL	RETURN
12. APPROVALS		·			
A. LOCAL GOVERNMEN	-	B. FEDER	AL GOVER	NAMENT Cons	
Admin Services	Director 7-26-04 DATE	Gale Wat	<u>kins, Progran</u>		3/1/04 DATE

### U.S. Department of Justice

United States Marshals Service

# Modification of Intergovernmental Agreement

1. MODIFICATION NO. 2 Eight (8)			3. EFFECTIVE DATE OF MODIFICATION  January 1, 2005		
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISIO ATTN: Programs & Assistance Te WASHINGTON, D.C. 20530-100	earn 802 3 <sup>rd</sup> Street		6. IGA NO. 06-04-0013  7. FACILITY CODE(S) ODZ, OAE, OHD, OGF, OJ2 OAJ, OAC,OAL, ODR,OAF,OHC 9HC, 9HE,OAN		
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT N/A			
REFERRED TO IN BLOCK 5,		THIS MODIFIC			
INCENTED U.S. MARSHALS SERVICE ALASKA US APR 28 W P. 52		RECEIVED State of Alaska  APR 0 5 2005  Department of Corrections JCO Budget & Finance			
C-4	J. COVERNMENT FOR EXECUTION	NOE THIS MO	DIFICATION-		
A. LOCAL GOVERNMENTO SIGN THIS DOCU	NT IS NOT REQUIRED MENT	в. 🗵	LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  2 COPIES TO THE U.S. MARSHAL		
12. APPROVALS:					
A. LOCAL GOVERNMEN  Signature  Commissioner  Alaska Department  TITLE	of Corrections 4/6/05	Der Sign Chie	onis Jenkins  Annis Jenkins  India  I		
			Form USM-241aUSMS		

Page 1 of 1 Pages

		742.0	The state of the s
1. MODIFICATION NO.: NINE (9)	2. REQUEST FOR DETE NA	4000	3. EFFECTIVE DATE MODIFICATION:
4. ISSUING OFFICE: US Marshals Service Witness Security and Prisoner Operations Division Washington, DC 20530-1000	5. LOCAL GOVERNMENT: State of Alaska Dept. of Corrections 802 3 <sup>RD</sup> Street Douglas, AK 99824		7. FACILITY CODE(S) 0AC, 0AL, 0DR, 0AF, 0HC, 9HC, 9HF, 0AN
8. ACCOUNTING CITATION:	9. ESTIM	ATED ANNUAL PAYN	MENT:
15X1020		AMOUNT	
per diem rate from \$110.08 to \$ unchanged.	n to Intergovernmental 107.42, effective Janua	Agreement (IGA) Nary 1, 2006. All othe	Jumber <b>06-04-0013</b> is to adjust the er terms and conditions remain
11. INSTRUCTIONS TO THE LO  A.   L OCAL GOVERNMENT IS NOT SIGN THIS DOCUMENT		B. ■ LOCAL GOVERNI	MENT IS REQUIRED TO SIGN THIS COPIES TO THE U.S. MARSHAL
12. APPROVALS:  A. LOCAL GOVERNMENT  AUGUS  Signature  Title	of SAHPLEEN ORIFFIN H/18/06 Date	B. FEDERAL GOVE  A Crants and Title	Signature 3/3/84 Date

United States Marshals Service

I I		·		3. I	3. EFFECTIVE DATE OF MOD		
Ten (10)		07-167				January 1	1, 2007
4. ISSUING OFFICE		5. LOCAL GOVERNMEN	T	l		6. IGA NO.	
U.S. MARSHALS SERVICE		State of Alaska Department of Corr		rrec	ctions	06-04	-0013
WITNESS SECURITY & PRISONER		802 3 <sup>rd</sup> Street Douglas, AK 99824				7. FACILIT	TV CODE(S)
OPERATIONS DIVISION WASHINGTON, D.C. 20530-1000		Douglas, AK 97024					L, 0AE, 0AC, 9HF, 0AJ,
8. ACCOUNTING CITATIC	N				9. ESTIM	ATED ANNU	AL PAYMENT
15X1020				N/A			
10. EXCEPT AS PROVIDED							CUMENT
REFERRED TO IN BLOC	JK 5, REM	IAIN UNCHANGED. TERM	AS OF THIS M	10D	IFICATION	N:	
<u> </u>							
  The purpose of this modit	fication to	o Intergovernmental Agi	reement (IG/	A) N	Jumber 06	5-04-0013. i	s to adjust the per
The purpose of this modification to Intergovernmental Agreement (IGA) Number 06-04-0013, is to adjust the per diem rate from \$107.42 to \$121.60, effective January 1, 2007. All other terms and conditions remain unchanged.							
11. INSTRUCTIONS TO LO	CAL GOVI	ERNMENT FOR EXECUTIO	N OF THIS MC	DDIF	EICATION:		<u> </u>
A. LOCAL GOVERNI			В. 🗵	 31		EDNIMENT IS I	DEOLUBED
TO SIGN THIS DO	CUMENT	NOT REQUIRED B.		LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO U.S. MARSHAL			
12. APPROVAL			T				
A. LOCAL GOVERNMENT			B. FEDERAL GOVERNMENT				
/ / / /	. 4 • .	ā				$\cap$	
A Spriler Stall			Livinia Surens				
Signature!					J- W	gnature	<u> </u>
Admin Luc. I	Dinutro	4/13/07	Gran	its A	nalyst		roligie
TITLE		DATE			TITLE		DATE

United States Marshals Service

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SE	UEST FOR DETENTION SERVICES NO. 3		3. EFFECTIVE DATE OF MODIFICATION		
Eleven (11)	08-048	08-048		January 1, 2008		
4. ISSUING OFFICE	5. LOCAL GOVERNMEN	Т		6. IGA NO.		
U.S. MARSHALS SERVICE	State of Alaska Depa	rtment of Cor	rections	06-04-0013		
WITNESS SECURITY & PRIS	o o o ord o					
OPERATIONS DIVISION	Douglas, AK 99824	1		7 FACTITY CODE(C)		
WASHINGTON, D.C. 20530-1		Douglas, AK 99824		7. FACILITY CODE(S) 0HD, 0JZ, 0AL, 0AE, 0AC, 9HF, 0AJ,		
W/13/11/10/10/11, B.C. 20330-1				0AN, 0DZ, 0AF, 9HC, 9LS		
		<del></del>	<u> </u>			
8. ACCOUNTING CITATIO		9. ESTIMA	ATED ANNUAL PAYMENT			
15X1020		N/A				
	SPECIFICALLY HEREIN, ALL TER					
REFERRED TO IN BLOC	CK 5, REMAIN UNCHANGED. TERM	AS OF THIS MC	DIFICATION	<b>N</b> :		
				!		
	fication to Intergovernmental Agr	` ,				
diem rate from \$121.60 to	o \$129.11, effective January 1, 20	08. All other	terms and c	onditions remain unchanged.		
				•		
11. INSTRUCTIONS TO LO	CAL GOVERNMENT FOR EXECUTION	OF THIS MOD	DIFICATION:			
. П		- M				
A. LOCAL GOVERNI TO SIGN THIS DO	MENT IS NOT REQUIRED	B. ⊠	LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN			
			3 COPIES TO U.S. MARSHAL			
	<u> </u>					
12. APPROVAL		T				
A. LOCAL GOVERNMENT	B. FEDER	RAL GOVERI	NMENT			
1 1						
1 Shand	1 1.		1 100000			
1) Thirty		marin	La VIIII			
(Sign		<b>○</b> Si	gnature			
1 Admin Luc 1	Director Jan 14 2008	Grants	Analyst	1/18/08		
	DATE					
TITLE	L	TITLE DATE				

### U.S. Department of Justice

United States Marshals Service

# Modification of Intergovernmental Agreement

1 MODIFICATION NO	. MODIFICATION NO. 2. REQUEST FOR DETENTION SERVICES NO			. 3. EFFECTIVE DATE OF MODIFICATION			
		ERVICES NO.	3. EFFECTI				
Twelve (12)	09-065			January 1, 2009			
4. ISSUING OFFICE	5. LOCAL GOVERNMENT	Γ .		6. IGA NO.			
U.S. MARSHALS SERVIC	E State of Alaska Depar	tment of Corr	rrections 06-04-0013				
PRISONER OPERATIONS			7. FACILITY CODE(S)				
				· ·			
WASHINGTON, D.C. 2053	0-1000 Douglas, AK 99824			0HD, 0AL, 0AE, 0AC, 9HF, 0AJ, 0DR,			
				0AN, 0DZ, 0AF, 9HC, 9LS, 0JZ			
8. ACCOUNTING CITATION			9. ESTIMATED ANNUAL PAYMENT				
	ION						
15X1020		N/A					
10 FV COPT 10 PP CV							
l .	ED SPECIFICALLY HEREIN, ALL TEI						
REFERRED TO IN BL	OCK 5, REMAIN UNCHANGED. TER	RMS OF THIS M	MODIFICATION	JN:			
				ļ			
The purpose of this	modification to Intergovernmenta	l Agreement (	(IGA) Numb	per 06-04-0013, is to adjust the			
-	\$129.11 to \$126.04, effective Janu	_					
unchanged.	,12,11 to \$12010 1, \$110011 10 00110						
unchanged.							
				ĺ			
11. INSTRUCTIONS TO L	OCAL GOVERNMENT FOR EXECUTION	ON OF THIS MO	ODIFICATION	1:			
<b>Динания</b>		n 18	7	VIED II (EVIE IC DECL'IDED			
A. □ LOCAL GOVER TO SIGN THIS I	NMENT IS NOT REQUIRED	B. ⊠	LOCAL GO' TO SIGN TH	VERNMENT IS REQUIRED IIS DOCUMENT AND RETURN			
TO SIGN THIS I	JOCOMENT			PIES TO U.S. MARSHAL			
12. APPROVAL		<u> </u>					
	NT.	D PEDERAL	COVEDNIME	ZNIT			
A. LOCAL GOVERNMEN	N I	<b>B.</b> FEDERAL	GOVERNME	SNI			
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1 1 TOO C	in the	<u> </u>	non	uc sources			
Sig	nature (		$\bigcirc$ Si	gnature			
	2/21/00	Grant	ts Specialist	SIMIC			
Deputy Commissio	ner //~~/			-1110			
TITLE	DATE '		TITLE	DATE			