

1. AGREEMENT NUMBER J-A55-M-241		2. EFFECTIVE DATE 7/1/84		3. REQUISITION/PURCHASER/REQUEST NO. 0186-A55-84		4. CONTROL NO.	
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE Operations Support Division Program Administration Branch 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102				6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Ontario County Jail 74 Ontario Street Canandaigua, New York 14424		FACILITY CODE(S) 2GN	
7. APPROPRIATION DATA 1541020				Contact Person Gary A. Stewart, Sheriff Area Code & Telephone No. ▶ (716) 394-4560			
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 adult male and female federal prisoners in accordance with the contents set forth herein.			ESTIMATED			
(2)	This Agreement consists of the following: (A) I-G-A Cover Page, Form #241 (B) Agreement Schedule, pages 2-5			USMS PRISONER DAYS/YR		FIXED RATE	ESTIMATED ANNUAL PAYMENT
				200	PDS	\$64.00	\$12,800.00
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 <i>William R. Compton</i> Date <u>10/25/84</u> (Signature) William R. Compton Chairman Bd. of Supvs. Name (Type or Print) Title <i>Gary A. Stewart</i> Date <u>11/7/84</u> (Signature) Gary A. Stewart, Sheriff Name (Type or Print) Title			
16. TYPE OF USE <input type="checkbox"/> Hold Over <input checked="" type="checkbox"/> Regular Support <input type="checkbox"/> Seasonal Support <input type="checkbox"/> Other		17. PRISONER TYPE TO BE INCLUDED UNSENTENCED      SENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input checked="" 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 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 <i>J B Enders</i> (SIGNATURE OF CONTRACTING OFFICER)			
18. LEVEL OF USE <input checked="" type="checkbox"/> Minimum <input type="checkbox"/> Medium <input type="checkbox"/> Major		20. ANTICIPATED ANNUAL USAGE UNSENTENCED    SENTENCED    ALIENS    TOTAL No. of Prisoners Prisoner Days Guard Hours		21. NAME OF AUTHORIZING OFFICIAL (Type or Print) Joseph B. Enders, Chief Operations Support Div.		DATE SIGNED 7/20/84	
		200      _____      _____      200					

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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 Ontario County, New York (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 Ontario 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 facilities.
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 facilities 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 facilities 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 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 agrees to maintain federal prisoner population levels at or below the level established by the facilities administrators.
4. Federal prisoners may not be released from the facilities 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 facilities 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.

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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 addresses of the agencies using this facility are as follows:

United States Marshals Service  
129 U.S. Courthouse  
68 Court Street  
Buffalo, New York 14202

Phone: (716) 846-4851

Bureau of Prisons  
Community Programs Manager  
Federal Building 2002A  
1000 Liberty Avenue  
Pittsburgh, Pennsylvania 15222

Phone: (412) 644-6560

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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 - 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 County agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable property and to immediately report the loss or destruction of accountable property to the U.S. Marshal. Annual inventory reports will be provided by the County to the U.S. Marshal.

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 County on form USM 241a for approval.

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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, Operations Support Division, U.S. Marshals Service Headquarters.

ARTICLE IX - 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.