

1. AGREEMENT NUMBER <b>89-92-0055</b>	2. EFFECTIVE DATE <b>7 / 1 / 92</b>	REQUISITION/PURCHASER/REQUEST NO. <b>624-92</b>	4. CONTROL NO.		
5. ISSUING OFFICE <b>UNITED STATES MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210</b>		6. GOVERNMENT ENTITY FACILITY CODE(S) <b>7PT</b> <b>Ozaukee County Sheriff's Dept. 1201 S. Spring Street Ft. Washington, WI 53074-0245</b>			
7. APPROPRIATION DATA <b>15X1020</b>		Contact Person <b>[REDACTED] b6/b7c</b> Jail Administrator Area Code & Telephone No. <b>[REDACTED] b6/b7c</b>			
8. ITEM NO.	9. SUPPLIES/SERVICES	10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
	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 USMS PRISONER DAYS/YR. <b>10,950</b>	<b>PDs</b>	FIXED RATE <b>\$60.00</b>	ESTIMATED ANNUAL PAYMENT <b>\$657,000</b>
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>Leroy A. Bley</i> (Signature) Date <b>5-2-1992</b> <b>Leroy A. Bley</b> Ct. Board Chairman Title <i>Michael D. Milas</i> (Signature) Date <b>9-2-92</b> <b>Michael D. Milas</b> Sheriff 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>Vicki Lipov</i> (SIGNATURE OF CONTRACTING OFFICER)			
18. LEVEL OF USE <input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major	20. ANTICIPATED ANNUAL USAGE UNSENTENCED SENTENCED ALIENS TOTAL No. of Prisoners <b>30</b> Prisoner Days <b>10,950</b> Guard Hours		21. NAME OF AUTHORIZING OFFICIAL (Type or Print) <b>Vicki Lipov</b>		22. DATE SIGNED <b>7, 28, 92</b>

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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 Ozaukee 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 Ozaukee County Jail (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 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 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 or 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 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.

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 Contracting Officer. 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.

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 Labor, Bureau of Labor Statistics.

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  
517 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202

Federal Bureau of Prisons  
310 West Wisconsin Avenue #1250  
Milwaukee, Wisconsin 53203

(414) 297-3707

(414) 297-1690

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.

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

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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 VII - 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 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 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 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 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 USMS Chief, Prisoner Operations Division and submitted to the Local Government on form USM 241a for approval.

2. Questions or concerns pertaining to this agreement are to be directed to the U.S. Marshal. Disputes, space guarantee questions, and unresolved issues are to be directed to the Chief, Prisoner Operations Division, USMS Headquarters.

ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. 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.

2. The USMS 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.

ARTICLE X - AVAILABILITY OF FUNDS

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

Modification of Intergovernmental Agreement

1. MODIFICATION NO. <p style="text-align: center;">One (1)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">January 1, 1994</p>	
3. ISSUING OFFICE U. S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Ozaukee County Jail 1201 S. Spring Street Port Washington, Wisconsin 53203	5. IGA NO. 89-92-0055	6. FACILITY CODE(S) <p style="text-align: center;">7PT</p>
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>		8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">N/A</p>	
<p>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:</p> <p>The purpose of this Modification is to incorporate the Bureau of Prisons Work Release Program into the existing Intergovernmental Agreement and to incorporate the Escape Clause and Medical Provisions under Article II.</p> <p>A. Under Article II of the Intergovernmental Agreement, insert the following:</p> <p style="margin-left: 40px;">"4. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three/seven days of prescription medication which will be dispensed from the detention facility. When possible, generic medications shall be prescribed."</p> <p style="margin-left: 40px;">"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 the federal prisoner is moved."</p>			
10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:			
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL	
11. APPROVALS:			
<p>A. LOCAL GOVERNMENT</p> <p><i>[Signature]</i> Ozaukee County Sheriff County Board Chairman</p> <p style="text-align: right;">5-17-94</p> <p>TITLE DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p><i>[Signature]</i> Dennis E. Jenkins, Sr. Contracting Officer</p> <p style="text-align: right;">1/19/94</p> <p>TITLE DATE</p>	

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USMS HQ USE ONLY

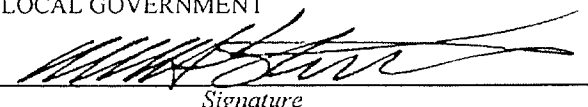
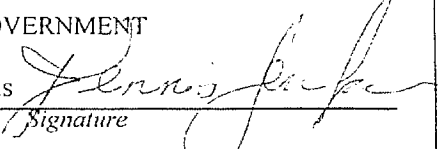
Form USM-241a  
(Rev. 9/91)

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<p>"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."</p> <p>"7. The Local Government agrees to notify the U.S. Marshal as soon as possible when a federal prisoner is involved in an escape, an attempted escape, or conspiracy to escape from the facility."</p> <p>B. Under Article VI of the Intergovernmental Agreement, insert the following:</p> <p>"5. The work release inmate will be charged 25% of their daily gross wages. This amount is to be deducted from the daily rate paid by the Bureau of Prisons. The Bureau of Prisons will pay the difference between the jail day rate and the amount received from the individual work release inmate. Under no circumstances shall the Local Government collect subsistence payments in excess of the jail day rate."</p>		





1. MODIFICATION NO. Three (3)	2. REQUEST FOR DETENTION SERVICES NO. 180-03	3. EFFECTIVE DATE OF MODIFICATION May 1, 2003
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION ATTN: DENNIS JENKINS WASHINGTON, D.C. 20530-1000	5. LOCAL GOVERNMENT Ozaukee County Sheriff's Office 1201 Spring Street Ft. Washington, WI 53074-0245	6. IGA NO. 89-92-0055
		7. FACILITY CODE(S) 7PT
8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT	
10. 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 authorize the Ozaukee County deputy sheriffs to transport Immigration and Customs Enforcement (ICE) detainees between the Ozaukee County Jail and the Regional ICE Detention Office in Chicago, Illinois, including the transporting of United States Marshals Service (USMS) prisoners between the USMS District Office, located in Milwaukee Wisconsin, and the Ozaukee County Jail.  This modification also authorizes ICE and the USMS to reimburse the local government of Ozaukee County the hourly rate of \$33.82 per hour, including mileage reimbursement in accordance with the current GSA mileage rates for the Continental United States.  <b><u>THE SERVICE PROVIDER SHALL ADHERE TO THE REQUIREMENTS LISTED ON THE ATTACHED TRANSPORTATION AMENDMENT FOR ICE DETAINEES AND THE ARTICLES PERTAINING TO THE TRANSPORTATION OF USMS PRISONERS.</u></b>		
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:		
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL
12. APPROVAL		
A. LOCAL GOVERNMENT  Signature  SHERIFF      6-6-03 TITLE                      DATE		B. FEDERAL GOVERNMENT Dennis Jenkins  Signature Contracting Officer      MAY 27 2003 TITLE                      DATE

THE FOLLOWING SECTION APPLIES TO ICE DETAINEES ONLY.

Transportation Services. The Service Provider agrees to provide transportation services for ICE detainees between the Provider's facility in Ft. Washington, WI, apprehension points, the INS Chicago District Office and other delivery points as determined necessary by Immigration and Customs Enforcement. The purpose of such transportation shall be for booking detainees into or out of the facility or into the custody of ICE and booking new inmates from the custody of ICE into the facility. The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with State of Wisconsin standards for prisoner transport. [REDACTED] uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under their policies, procedures and practices shall be assigned to each vehicle on each trip. These officers must be appropriately licensed and certified for those duties pursuant to the State of Wisconsin and U.S. Department of Transportation regulations.

Reimbursement for transportation services shall be paid at the rate of thirty-three dollars and eighty-two cents (\$33.82) per hour for each transporting officer and a round trip mileage rate equaling the General Services Administration approved mileage rate (currently 36.0 cents per mile, but subject to change on occasion). ***Service Provider shall maintain a transportation log documenting all transportation services (date, origin, destination, time, mileage, etc...).*** Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention. ***A copy of the transportation log shall be attached to all invoices that contain charges for transportation services.***

Bag Lunches. The Service Provider agrees to provide ICE detainees with bag lunches when detainees are transported during a meal period. Reimbursement for meals will be at the rate of (\$2.00) two dollars per meal. The meal will include, at the minimum, a sandwich, fruit, potato chips and beverage. **Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention.**

END OF SECTION

ARTICLE XI - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:
  - a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and
  - b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.
2. 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 USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.
3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. 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 jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
4. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS 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 USMS.
5. The Federal Government agrees to reimburse the Local Government at the rate of \$33.82 per hour. Mileage shall be reimbursed at the mileage rate established pursuant to the current GSA mileage regulations.

ARTICLE XII - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:
  - a. Transportation and escort guard services will be performed by [REDACTED] qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;

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- b. Upon arrival at the courthouse, transportation and escort guard 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 any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.
2. Each prisoner will be restrained in handcuffs, 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 USM 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 USMS. 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 jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.
6. The Federal Government agrees to reimburse the Local Government at the rate of \$33.82 per hour. Mileage shall be reimbursed at the rate established pursuant to the current GSA mileage regulations.

THE ABOVE ARTICLES XI AND XII ARE TO BE ADDED TO THE ARTICLES OF THE EXISTING IGA AND ARE APPLICABLE TO THE TRANSPORTING OF USMS PRISONERS.