

1. AGREEMENT NUMBER J-A55-M-144	2. EFFECTIVE DATE 6 / 1 / 95	REQUISITION/PURCHASER/REQUEST NO.	4. CONTROL NO.
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210		6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Wayne County Sheriff's Department Route 31 Lyons, New York 14489	FACILITY CODE(S) 2FQ
7. APPROPRIATION DATA 15X1020		Contact Person Richard Pisciotti, Sheriff Area Code & Telephone No. ▶ (315) 946-9711	

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/ juvenile male and female federal prisoners including guard services in accordance with the contents set forth herein. This Agreement supercedes the agreement dated 2/1/83.	ESTIMATED USMS PRISONER DAYS/YR.		FIXED RATE	ESTIMATED ANNUAL PAYMENT
		1,800	PDS	\$75.00	\$135,000
		ESTIMATED GUARD HRS			
		1,000	GHS	\$16.73	\$ 16,730
		16,640	MIS	\$.30	\$ 4,992

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>Richard J. Pisciotti</i> Date <u>7/19/95</u> (Signature) RICHARD J. PISCIOTTI, SHERIFF Name (Type or Print) Title
	<i>Marvin E. Decker</i> Date <u>7/21/95</u> (Signature) Marvin E. Decker, Chairman 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 checked="" type="checkbox"/> Juvenile Male <input checked="" type="checkbox"/> Juvenile Male <input checked="" type="checkbox"/> Juvenile Female <input checked="" type="checkbox"/> Juvenile Female <input checked="" 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 <u><i>[Signature]</i></u> (SIGNATURE OF CONTRACTING OFFICER)
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20. ANTICIPATED ANNUAL USAGE	21. NAME OF AUTHORIZING OFFICIAL	22. DATE SIGNED
UNSENTENCED SENTENCED ALIENS TOTAL	(Type or Print)	
No. of Prisoners	Vicki Lipov	MAY 30 1995
Prisoner Days		
Guard Hours		

Intergovernmental Service Agreement Schedule

IGA No.
J-A55-M-144

Page No.
2 of 8

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 Wayne 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 Wayne 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. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, 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/seven days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.

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 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.

Intergovernmental Service Agreement Schedule

IGA No.
J-A55-M-144

Page No.
3 of 8

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 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.

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.

Intergovernmental Service Agreement Schedule

IGA No.
J-A55-M-144

Page No.
4 of 8

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
129 U.S. Courthouse
68 Court Street
Buffalo, New York 14202

Immigration & Naturalization
Service-Regional Commissioner
70 Kimball Avenue
S. Burlington, VT 05403

(716) 551-4851

(802) 660-1134

Intergovernmental Service Agreement Schedule

IGA No.
J-A55-M-144

Page No.
5 of 8

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 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 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 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

Intergovernmental Service Agreement Schedule

IGA No.
J-A55-M-144

Page No.
6 of 8

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 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 IX - 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.

Intergovernmental Service Agreement Schedule

IGA No.

J-A55-M-144

Page No.

7 of 8

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 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.

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

1. The Local Government agrees upon request of the U.S. Marshal 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 in Buffalo and Rochester, New York. The Local Government agrees to the following:

- (a) Transportation and escort guard services will be performed by (b) (7)(E) qualified officers employed by the Local Government under their policies, procedures and practices, and will augment such practices as may be requested by the U.S. Marshal to enhance specific requirements for security, prisoner monitoring, and contraband control;
- (b) Upon arrival at the Courthouse, transportation and escort guards will turn Federal prisoners over to Deputy U.S. Marshals only upon presentation by the Deputy of proper law enforcement credentials;
- (c) The jail day rate incorporated under this agreement includes cost incurred by the Local Government for transportation and escort guard service to and from U.S. Courthouse; and

Intergovernmental Service Agreement Schedule

IGA No.

J-A55-M-144

Page No.

8 of 8

- (d) The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the U.S. Marshal who will provide the prisoner's name, the U.S. Courthouse, and the date prisoner is to be transported.
2. Each prisoner will be restrained in hand cuffs, 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 U.S. Marshal 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 U.S. Marshals Service. 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 U.S. Marshals Service.
5. Furthermore, the Local Government agrees to hold harmless and indemnify the U.S. Marshals Service, 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 U.S. Marshals Service.
6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement.