	MEMORAN Ozaukee County Sho		
то:	(b)(6), (b)(7)c & (b)(6), (b)(7)c Dept of Homeland Security, Bureau of	Immigration & Customs	5
FROM:	(b)(6), (b)(7)c Business Manager	(b)(6), (b)(7)c	
DATE:	10/30/03		
RE:	October 29, 2003 Fax		_

Carolyn & Iza,

In response to your fax memo dated 10/29/03, please note the following:

- 1. The department is billing for round trip mileage as allowed per the contract approved 05/27/03 between department & U.S. Marshal's Service. Please refer the attached copy of the contract on page 2 of 4.
- 2. The mileage that is billed so far by the department has varied only slightly. A majority of the time the mileage billed is 225. Occasionally the mileage is less or greater than 225 due to circumstances related to traffic and road construction. The examples provided to me of mileage variances are not related to the Ozaukee County Sheriff's department. After reviewing them the am guessing they are part of the billing for Kenosha County Sheriff's department. My MMAN

The above explanations should provide you with enough information for processing the payment for September billing.

Cc:	Lt.	(b)(6), (b)(7)c		
	Cł	nief Deputy	(b)(6), (b)(7)c	

OZAUKEE SHERIFF'S OFC

U.S. Department of Justice United States Marshals Service

COPY

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Thr∞ (3)	2. REQUEST FOR DETENTION SER 180-03	VICES NO.	1	DATE OF MOD	IFICATION
4. ISSUING OFFICE U.S. MARSHALS SERVICE		5. LOCAL GOVERNMENT		6. IOA NO. 89-92-0055	
PRISONER SERVICES DIV ATTN: DENNIS JENKINS WASHINGTON, D.C. 20030-1	1201 Spring Street	Ozerakee County Sheridi's Office 1201 Spring Screet FL Washington, WI 53074-0245		7. FACILITY C 7PT	DODE(S)
B. ADCOUNTING CITATIC 15X1020			TED ANNUA		
	PECIFICALLY HEREIN, ALL TERMS AN 1. 3, REMAIN UNCHANGED. TERMS OF			IOCUMENT	
Enforcement (ICE) detained	ation is to authorize the Ozankee Co is between the Ozankee County Jail a f United States Marshals Service (US the Ozankee County Jail.	nd the Regi	anal ICE Deter	ution Office in C	lucago, Illinois,
	orizes ICE and the USMS to reimbut nileage reimbursement in accordance				
	ER SHALL ADHERE TO THE RI ENDMENT FOR ICE DETAINEJ USMS PRISONERS,				
11. INSTRUCTIONS TO LO	CAL GOVERNMENT FOR EXECUTION	OF THES MO	DIFICATION:		<u> </u>
A. D LOCAL GOVERN TO SIGN THIS DO	MENT IS NOT REQUIRED DUMENT	B, E	TO SIGN THIS	RNMENT IS REQ DOCUMENT ANI ES TO U.S. MARSI	d rieturn
12. APPROVAL	<u> </u>	l	<u> </u>		
A. LOCAL GOVERNME	π	B. FEI	SERAL GOVER	× .	1
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SHERIFF	6-6-03	Con	tracting Officer	<u> </u>	AY 2.7 2008
TTLE	DATE		TITLE		DATE
L	HQ US	E ONLY		Form USN (Rev. 3/99) Page_1_ 0[_4	H-241aUSMS

TRANSPORTATION AMENDMENT IGA# 89-92-0055

PAGE 2 OF 4

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 *P*. 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. Two 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 thirtythree 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 involce 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

U.S. Department of Justice United States Marshals Service

Intergover	nmental Service Agreement Schedule	IGA No. 89-92-0055	Page No. 3 of 4				
RTICLE X	I - GUARD/TRANSPORTATION SE	RVICES TO MEDICAL FAC	CILITY				
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	a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and						
b. Tr	ansportation and stationary guard servi	ces for federal prisoners adm	itled to a medical facility.				
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ARTICLE X	I - GUARD/TRANSPORTATION SE	RVICES TO U.S. COURTH	<u>DUSE</u>				
masportation	cal Government agrees upon request of a and escort guard services for federal p The Local Government agrees to the fo	risoners housed at their facili					
8.	Transportation and escort guard servi officers employed by the Local Gove will augment such practices as may b for security, prisoner monitoring, and	rument under their policies, p e requested by the USM to cr	rocedures, and practices, and				
			Form (CSM-214 (Rev. 399)				

U.S. Department of Justice

United S	tales Mari	shals Ser	vice

	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 credentiels;
с.	The Local Government <u>will not</u> transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner is name, the U.S. Courthouse, and the date the prisoner is to be transported.
2. Eac	h prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.
oy the Lo augment	In services will be performed by qualified law enforcement or correctional officer personnel employed cal Government under their policies, procedures, and practices. The Local Government agrees to such practices as may be requested by the USM to enhance specific requirements for security, nonitoring, visitation, and contraband control.
ransport provide v be local	Local Government will continue to be liable for the actions of its employees while they are ng (ederal prisoners on behalf of the USMS. Further, the Local Government will also continue to workers' compensation to its employees while they are providing this service. It is further agreed that all employees will continue to act on behalf of the Local Government in providing transportation to isoners on behalf of the USMS.
their offic compens	hermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in ral and individual capacities from any liability, including third-party liability workers' ation, arising from the conduct of the local jail employees during the course of transporting federal on behalf of the USMS.
5. The Mileage :	Federal Government agrees to reimburse the Local Government at the rate of \$33.82 per hour. shall be reimbursed at the rate established pursuant to the current GSA mileage regulations.
I	BOVE ARTICLES XI AND XII ARE TO BE ADDED TO THE ARTICLES OF THE NG IGA AND ARE APPLICABLE TO THE TRANSPORTING OF USMS VERS.
EXIST	

Form USM-214B (Rev. 3/99)

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TRANSPORTATION AMENDMENT IGA# 89-92-0055 PAGE 2 OF 4

THE FOLLOWING SECTION APPLIES TO ICE DETAINEES ONLY.

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END OF SECTION

S. Department of Justice

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Modification of Intergove

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MODIFICATION NO. Three (3) 2. REQUEST FOR DETENTION SERV 180-03		TICES NO.		DATE OF MOI lay 1, 2003	DIFICATION	
ISSUING OFFICE	5. LOCAL GC	VERNMENT		L	6. IGA NO.	
J.S. MARSHALS SERVICE					89-92-00	55
YRISONER SERVICES DIVI	SION Ozaukee Cou 1201 Spring	inty Sheriff's Offi Street	ice		7. FACILITY	
WASHINGTON, D.C. 20530-		on, WI 53074-024	45		7PT	CODE(3)
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ACCOUNTING CITATIO)N		9. ESTIMA	ATED ANNUAI	L PAYMENT	
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ne purpose of this modifie	cation is to authorize the	Ozaukee Cou	nty deputy	sheriffs to tran	sport Immigra	tion and Customs
aforcement (ICE) detaine	es between the Ozaukee	County Jail an	nd the Regi	onal ICE Dete	ntion Office in	Chicago, Illinois,
cluding the transporting of			MS) prison	ers between th	e USMS Distri	ict Office, located in
lilwaukee Wisconsin, and	the Ozaukee County Jai	il.				
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RANSPORTATION OF	<u>^T USMS PRISONERS.</u>			-		5
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11. INSTRUCTIONS TO LO	OCAL GOVERNMENT FOI	REXECUTION	OF THIS M	ODIFICATION:		
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12. APPROVAL			<u></u>		,,,,,	
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TRANSPORTATION AMENDMENT IGA# 89-92-0055

PAGE 2 OF 4

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END OF SECTION

Intergovernmental Service Agreement Schedule	IGA No. 89-92-0055	Page No. 3 of 4
	I	L

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 at least two (2) armed 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;

United States Marshals Service

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Intergover	nmental Service Agreement Schedule	IGA No. 89-92-0055	Page No. 4 of 4				
b.	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 <u>will not</u> 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 pr	isoner will be restrained in handcuffs,	waist chains, and leg irons durin	g transportation.				
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