### United States Department of Justice

#### Intergovernmental Service Agreement

**Housing of Federal Prisoners**

<table>
<thead>
<tr>
<th>1. AGREEMENT NUMBER</th>
<th>2. EFFECTIVE DATE</th>
<th>3. REQUISITION/PURCHASER/REQUEST NO.</th>
<th>4. CONTROL NO.</th>
<th>5. ISSUING OFFICE</th>
<th>6. GOVERNMENT ENTITY</th>
<th>FACILITY CODE(S)</th>
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#### UNITED STATES MARSHALS SERVICE

**PRISONER OPERATIONS DIVISION**

10A SECTION

600 ARMY NAVY DRIVE

ARLINGTON, VA 22202-4210

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**APPROPRIATION DATA**

**LSX1020**

<table>
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<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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This Agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners in accordance with the contents set forth herein.

11. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER:

**AGENCY CERTIFYING**

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.

16. TYPE OF USE

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<tr>
<td></td>
<td>Hold Over</td>
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<td>Regular Support</td>
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<td>Other</td>
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17. PRISONER TYPE TO BE INCLUDED

<table>
<thead>
<tr>
<th></th>
<th>UNSENTENCED</th>
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<tr>
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<td>Aliens</td>
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18. NUMBER OF PRISONERS

<table>
<thead>
<tr>
<th></th>
<th>UNSENTENCED</th>
<th>SENTENCED</th>
<th>ALIENS</th>
<th>TOTAL</th>
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<tr>
<td></td>
<td>12,900</td>
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19. THE AGENCY AGREEMENT IS HEREBY AUTHORIZED AND ACCEPTED FOR:

**THE UNITED STATES OF AMERICA**

BY DIRECTIONS OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE

**SIGNATURE OF CONTRACTING OFFICER**

Vicki Lipor

21. NAME OF AUTHORIZING OFFICIAL (Type or Print)

22. DATE SIGNED

MAY 29, 1995
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 Mercer 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 Mercer County Detention Center (the facility).

ARTICLE II - ASSIGNMENTS AND CONTRACTING OF 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.

3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.

ARTICLE III - MUGDET 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 operation 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 care.
U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

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<tr>
<th>Services</th>
<th>IGA No.</th>
<th>Page No.</th>
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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 aircraft, 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. 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.

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 officials 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.
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.

5. The effective date of the rate modification will be negotiated and specified on the ICA 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
500 U.S. Courthouse/Post Office
Federal Square
Newark, NJ 07101
(201) 648-2404

Federal Bureau of Prisons
Community Corrections Office
26 Federal Plaza, Room 36-110
New York, NY 10278
(212) 264-9520

Immigration & Naturalization Service
Eastern Regional Office
75 Kimball Avenue
S. Burlington, VT 05403-6813
(802) 680-1124

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 ICA, 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 (26 Stat. 85, 31 U.S.C. 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 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 expanding 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 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 II - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS**

1. In accordance with 28 CFR Part 65, 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 services 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 sub-recipients/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.
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 area 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
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:
U.S. Department of Justice
United States Marshals Service

Interdepartmental Service Agreement Schedule

1. Advice. No official or employees of the recipient, a sub-
recipient, 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 employees 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.