
INTERGOVERNMENTAL AGREEMENT

IGA 805-10

between the

Federal Bureau of Prisons

U.S. Department of Justice
320 First Street, NW
Washington, D.C.

and

Lake County Sheriff's Department
25 South Martin Luther King Jr Avenue
Waukegan, Illinois

Pursuant to relevant authority contained in federal and state laws, including authority contained in 18 United States Code (U.S.C.) § 4002, this Intergovernmental Agreement (Agreement or IGA) is entered into between the United States Department of Justice, Federal Bureau of Prisons (BOP), and Lake County Sheriff's Department, Work Release Program (Lake County), Waukegan, Illinois. The parties hereby agree as follows:

1. **PURPOSE/SCOPE:**

- (A) This Agreement is intended to establish responsibilities of the parties and procedures for Lake County to provide secure custody, housing, safekeeping, subsistence, and care for one or more federally adjudicated inmates, hereinafter referred to as BOP inmates.
- (B) Nothing contained in this Agreement shall be construed to abrogate, impair, alter, or amend any other agreement or contract now in effect between the parties relating to any other subject.
- (C) Third Party Contracts. Lake County shall not enter into any contract for overall management and/or

operation of Lake County Jail without providing thirty (30) days written notice to BOP of the intent to contract or modify said contracts. BOP shall not be liable for any claim arising under said contracts including any modifications thereto.

2. **PERFORMANCE:**

(A) Lake County shall:

1. Provide secure custody, housing, safekeeping, subsistence, and care for one or more BOP inmates under the terms of this Agreement, subject to the availability of suitable space at Lake County Jail, in accordance with the attached Statements of Work, "County Jail Work Release Program," dated July 2003, locally amended December 2006.
2. Allow BOP to designate BOP inmates to Lake County Jail.
3. Advise BOP Community Corrections Manager (CCM) of a rejected placement within forty-eight (48) hours after referral, and allow BOP CCM seventy-two (72) hours to re-assign the BOP inmate.
4. Provide BOP CCM with progress reports, as outlined in the SOW, for each BOP inmate placed.
5. Submit all requests for medical, disciplinary, or security transfers of BOP inmates to BOP CCM.
6. Submit to BOP CCM all invoices requesting reimbursement by the tenth day of each month following the month the service was provided.
7. At all times, allow BOP access to Lake County Jail, BOP inmates, and all records pertaining to this Agreement, including financial records, as BOP may require.
8. Notify BOP of any incident which would likely result in litigation or alleged criminal activity by BOP inmates.
9. Comply with the Freedom of Information Act, 5 U.S.C. § 552, and the Privacy Act, 5 U.S.C. § 552a, regarding the release of inmate records.

(B) BOP shall:

1. Forward to Lake County copies of pre-sentence reports and information described in section 15 below, including copy of the pre-sentence report, to accomplish appropriate placement and follow-up on administrative requirements.
 2. Visit Lake County Jail to meet and speak with all BOP inmates and ensure that BOP inmates have the name, address, and telephone number(s) of BOP CCM.
 3. Certify Lake County invoice(s) for payment when submitted to BOP Regional Office for payment.
 4. Advise each BOP inmate of appropriate procedures to follow in raising concerns about BOP issues.
3. **PERIOD OF PERFORMANCE:** This Agreement shall become effective July 1, 2010, and remain in effect for a period not to exceed three (3) years, until June 30, 2013, in accordance with 18 U.S.C. § 4002. Any provisions which require performance after the expiration or termination shall remain in force notwithstanding the expiration or termination of this Agreement.
4. **MODIFICATION:** This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors. If any provisions of this Agreement become invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the extent permitted by law and regulation.
5. **TERMINATION:** This Agreement shall remain in effect until June 30, 2013, or until terminated by mutual agreement or by either party upon one-hundred and eighty (180) days advanced written notice to the other party. Within one-hundred and eighty (180) days after giving unilateral termination notice to Lake County, or receiving unilateral termination notice from Lake County, BOP shall retake custody of all BOP inmates transferred to Lake County Jail under this Agreement. Lake County agrees to consult with BOP at least ninety (90) days prior to any termination action to allow

BOP sufficient time to prepare for loss and replacement of services.

6. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):**

Mark Cunnen, Community Corrections Manager, (312) 886-2116, located at Federal Bureau of Prisons, 200 West Adams, Suite 2915, Chicago, Illinois 60606 or his successor, is hereby designated as COTR for this Agreement. This designation does not include authority to sign contractual documents, or to otherwise authorize or issue changes which could affect the price, cost, or monetary terms and conditions of this Agreement. The COTR is authorized to resolve technical direction/redirection of work, in writing, signed by both parties.

7. **PAYMENT RATE:**

(A) In consideration for Lake County performance under this Agreement, BOP shall make payment to Lake County for each BOP inmate accepted and housed at Lake County Jail. Payment will be made at a rate equal to the appropriate cost per-inmate, per-day for the based upon the established daily per diem rates which are allowable and allocable in accordance with the Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," as revised and amended. The rate for Lake County is the per diem rate for the support of one inmate per day and shall include the day of arrival but not the day of departure. Lake County shall only charge BOP for those costs which are directly related to the housing and detention of BOP inmates.

(B) UNALLOWABLE COSTS include, but are not limited to:

1. Salaries of elected officials.
2. Salaries of employees not directly engaged in the housing and detention of BOP inmates.

3. Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
 4. Inmate services which are not provided to, or cannot be used by, BOP inmates.
 5. Operating costs of facilities not utilized by BOP inmates.
- (C) The current rate is: **\$89.39** per inmate, per day for housing BOP inmates at Lake County Jail. The estimated maximum number of BOP inmates per day to be housed under this Agreement is **10**. The estimated total value of this Agreement is not to exceed: **\$979,714.40**.
- (D) Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, by obligating BOP to any expenditure or obligation of funds in excess of, or in advance of, appropriations.

8. **BILLING PROCEDURE:**

- (A) Invoices - Invoices shall itemize each BOP inmate by name, register number, dates of stay, appropriate inmate-day rate, facility, and shall contain a remittance address. Billing shall be based upon the actual number of inmate-days used. Invoices shall be based upon the established daily per diem rate for Lake County Jail which is allowable and allocable in accordance with the Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," as revised and amended. Invoices for medical care should reference the BOP inmate's name, register number, and date of service.
- (B) Invoice Submission - Lake County shall submit complete [as described in 8(A) above] invoices to the BOP at the following address:

North Central Regional Office
Community Corrections
Tower II, 8th Floor
400 State Avenue
Kansas City, Kansas 66101

(C) Payment

1. BOP shall make payments to Lake County upon receipt of a complete [as described in 8(A) above] invoice. All payments shall be accomplished through Electronic Funds Transfer (EFT).
2. The Prompt Payment Act, 31 U.S.C. § 3902, shall apply.
3. Payments made under this agreement shall be charged to BOP accounting code FP040009D1, YREGDOC NUMBER JD110001.

9. **PRICE REDETERMINATION:** This is a fixed unit-price Agreement. The inmate-day rate is as stated in section 7(C) above. Price redetermination shall, if allowable, be adjusted upward or downward as follows:

- (A) General - The prices for services performed prior to the first effective date of price redetermination shall remain fixed.
- (B) Performance Periods - For the purpose of price redetermination, the performance of this Agreement is divided into one-year periods. The first period shall extend from the effective date of the Agreement forward for twelve (12) months. All succeeding periods shall begin on the anniversary date of the preceding period.
- (C) Supporting Data - Not more than sixty (60) calendar days, nor less than thirty (30) calendar days before the end of each performance period, Lake County shall, if the price/costs change, submit to BOP proposed prices for services which may be performed in the next succeeding period under this Agreement, together with:
 1. A breakdown of the estimated costs of such services on forms supplied by BOP;
 2. Sufficient data to support the accuracy and reliability of such estimates; and,
 3. An explanation of any differences between such estimates and the prices for the same services in the current performance period.
- (D) Redetermination by Modification - All negotiated price redeterminations shall be evidenced by a Modification to this Agreement signed by Lake County and the BOP.

The Modification(s) shall set forth the redetermined prices and services to be performed during the next period in accordance with the provisions above.

10. **DELIVERY OF BOP INMATES:** Upon receipt of written approval from Lake County, the BOP, at its own expense, shall deliver BOP inmates to be transferred to locations agreed upon by both parties.

11. **TRANSFER COSTS:** Personal property in excess of the release amount authorized by BOP shall be mailed to the BOP inmate's residence prior to transfer. Lake County shall be responsible for these mailing costs. All other costs incident to the transfer of BOP inmates, as well as transportation costs related to the release of BOP inmates, shall be the responsibility of BOP.

12. **MEDICAL SERVICES:** Lake County shall provide the full range of required healthcare, including medical, dental, mental health, pharmaceutical, and record keeping, as necessary to meet the Joint Commission guidelines (current edition) and the National Commission of Correctional Health Care Standards for Health Services of Prisons (current edition).
 - (A) Lake County shall be responsible for all routine medical care for BOP inmates.
 - (B) Lake County shall submit in writing, to the CCM, estimated costs and a request for approval of non-routine, non-emergency, medical treatment outside the facility. BOP shall reimburse Lake County for costs of all pre-approved, non-emergency treatment.
 - (C) Lake County shall proceed immediately with any emergency medical treatment and notify BOP immediately regarding the nature of the BOP inmate's illness or injury, type of treatment provided, and the estimated costs thereof. BOP will reimburse Lake County for costs of all emergency medical treatment.
 - (D) Medical invoices for outside medical treatment shall be forwarded to BOP within seven (7) days of receipt by Lake County.

13. **OVERPAYMENT**: If the BOP overpays Lake County, all such overpaid amounts shall be deducted from the monthly billing following discovery and confirmation.
14. **COLLECTION FROM BOP INMATES**: Any subsistence monies collected from BOP inmates, including medical co-payments, shall be deducted from the monthly billing and verified by a copy of the receipt attached with Lake County invoice, unless disposition of the monies is otherwise specified.
15. **TRANSFER**: Prior to transfer, BOP will request permission from Lake County to transfer BOP inmates to the care and custody of Lake County at Lake County Jail. A separate application shall be submitted for each BOP inmate proposed for transfer.
Each application for transfer shall include the following:
 - (A) Copies of all documents which relate to the BOP inmate's case history, physical, and clinical record(s);
 - (B) Copies of all judicial and administrative rulings and orders relating to the inmate and the sentence(s) imposed, including confinement.
16. **DISCIPLINE**: Lake County shall have physical control over, and power to exercise disciplinary authority upon, transferred BOP inmates. While in the custody of Lake County, BOP inmates shall be subject to state laws, rules, and regulations consistent with the sentence imposed and all federal laws, rules, and regulations. Nothing contained herein shall be construed to authorize or permit the imposition of a discipline or action prohibited by federal law. Lake County shall ensure disciplinary procedures comply with applicable due process.
17. **ESCAPE**: If a BOP inmate escapes, Lake County shall immediately notify BOP. After notification, BOP shall have the primary responsibility and authority to direct the pursuit and retaking of such escaped BOP inmate. Lake County shall use all reasonable means to recapture the escaped BOP inmate and may be responsible for all reasonable costs in connection therewith.
18. **DEATH OF BOP INMATES**: In the event of the death of a BOP inmate, Lake County shall: (1) immediately notify BOP of the

death; (2) furnish information as requested by BOP; and, (3) follow instructions given by BOP with regard to the disposition of the body. The body shall NOT be released except upon written order of BOP. All expenses relative to the necessary preparation and disposition of the body, as well as the duty to notify the nearest relative of the deceased inmate, will be the responsibility of BOP.

The provisions of this paragraph shall govern only the contractual relationship between the BOP and Lake County and shall not affect the responsibility of relatives or other persons for the disposition of the deceased and for expenses connected therewith.

19. **INTER-INSTITUTIONAL TRANSFERS:** Lake County may NOT relocate a BOP inmate from one Lake County facility under its control to another without prior written permission of the BOP.

20. **RETAKING OF BOP INMATE UPON RELEASE:** Upon the lawful termination of a BOP inmate's commitment, BOP shall accept delivery of the BOP inmate at BOP's expense. However, by agreement between the parties and the BOP inmate, the BOP inmate may be discharged, conditionally or otherwise, at a mutually agreed upon location.

21. **MAILING ADDRESSES:** All notices, reports, redirection of work, and correspondence to the respective parties to this Agreement shall be sent to the following:

Lake County: Deputy Chief Megan Mercado
Lake County Sheriff's Office
Work Release Program
25 South Martin Luther King, Jr. Avenue
Waukegan, IL 60085

Phone: (847) 377-4062

BOP: Federal Bureau of Prisons
Property Management Section
320 First St., NW
Room 5006
Washington, D.C. 20534

Phone: (202) 307-0954

22. **LIABILITY/INDEMNITY:**

- (A) Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- (B) Lake County and the BOP do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to all federal, state, and tribal laws.
- (C) Each party shall cooperate with the other party in the investigation and resolution of administrative actions and/or litigation arising from conduct related to the provisions of this Agreement.

23. **AGENCY INTERFACE / DISPUTES:**

- (A) In the event of a dispute between the parties, the parties shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- (B) Should questions arise and need further clarification, the BOP and Lake County establish the following direct lines of communication to ensure timely responses to inquiries. The following persons/positions are the primary points of contact for the named subject areas:

- 1. **Agreement Administration:** (Correspondence, modifications, notices)

Lake County:

Deputy Chief Megan Mercado
Lake County Sheriff's Office
Work Release Program
25 South Martin Luther King, Jr. Avenue
Waukegan, IL 60085

Phone: (847) 377-4062

BOP: Federal Bureau of Prisons
Property Management Section
320 First St., NW
Room 5006
Washington, D.C. 20534

Phone: (202) 307-2068

2. **Technical Requirements:** (Applications, direction of work, rulings)

Lake County: Deputy Chief Megan Mercado
Lake County Sheriff's Office
Work Release Program
25 South Martin Luther King, Jr. Avenue
Waukegan, IL 60085

Phone: (847) 377-4062

BOP: Community Corrections Manager
Community Corrections Office
200 West Adams, Suite 2915
Chicago, IL 60606

Phone: (312) 886-2116

IN WITNESS WHEREOF, the undersigned, duly-authorized officers hereby subscribe their names on behalf of the Federal Bureau of Prisons and Lake County Sheriff's Department, Work Release Program.

ACCEPTED BY:

Lake County Sheriff's Office US Department of Justice
Federal Bureau of Prisons

Mark C. Curran, Jr.
Sheriff

Darlene Ely
Procurement Executive

Date

Date