

W.H. "Butch" WHITE  
District 1  
BRYAN BISHOP  
District 2  
JOHN S. MOSLEY  
District 3  
AUTRY WORKS  
District 4



WILLIE F. BROWN  
District 5  
BILLY RAY "BULLDOG" WILLIAMS  
District 6  
DAVID W. AKINS  
Chief Executive Officer

## ETOWAH COUNTY COMMISSION

Gadsden, Alabama 35901  
Telephone (256) 549-5300  
Fax (256) 549-5400

September 27, 2002

U.S. INS District Office  
Dr. Martin Luther King, Jr. Federal Building  
77 Forsythe St. SW, First Floor  
Atlanta, GA 30303

Att: Rosemary Melville

Dear Ms. Melville:

Please accept this letter as an official offer by the Etowah County Commission to lease new office space to the INS in the new Etowah County Detention Center. The total square footage within the detention center will be 3,418. The County is willing to lease this space for sixteen (16) dollars per square foot for up to fifteen years (15).

In addition to the above space the County would like to offer an additional one hundred and fifty square feet of office space for two clerical personnel at the renovated Etowah County Courthouse. This County is willing to lease this space for up to fifteen years at sixteen (16) dollars per square foot.

If this offer is acceptable to you, I will proceed to have our attorney draw up a lease between the Etowah County Commission and the INS.

Sincerely yours,

David W. Akins, CEO  
Etowah County Commission

cc: Etowah County Commission

# 2WR / HolmesWilkins Architects Inc.

MEMBERS AMERICAN INSTITUTE OF ARCHITECTS

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## FAX TRANSMITTAL SHEET

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TO:	FROM:
David Akins Chief Executive Officer	Ed Pettyjohn Construction Administrator
COMPANY:	DATE:
Etowah County Commission	9/27/02
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
(256) 549-5400	3
PHONE NUMBER:	ARCHITECTS PROJECT NUMBER:
(256) 549-5300	448
RE:	PROJECT:
Office Space	Additions & Alterations - Etowah County Jail Gadsden, Alabama Immigration & Naturalization Service Etowah Unit

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### NOTES/COMMENTS:

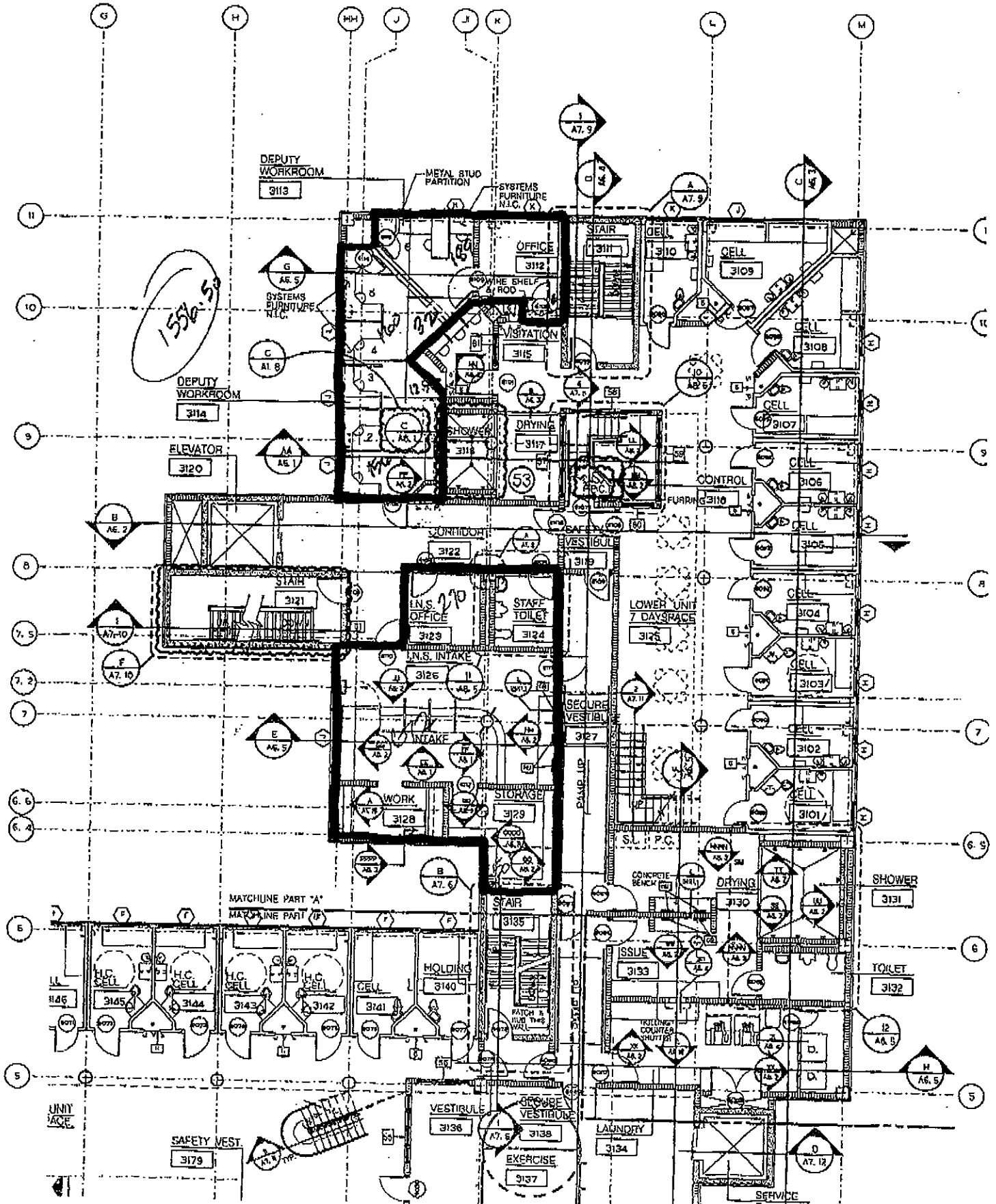
David, enclosed are plans and square foot quantities for the office space. It adds up to 3,418.50 square feet. I spoke to Wes at 12:29 p.m. and he confirmed the spaces I calculated.

Please call if you have any questions.

Thank you,

DETAIL KEY

PANEL





## MESSAGE CONFIRMATION

09/27/02 12:40

DATE	TIME	S,R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT	
09/27	12:38	01'41"	4043319810	CALLING	05	OK	0000

## INS-Etowah County Administrative Space Agreement

Etowah County shall provide three thousand four hundred and eighteen (3418) square feet of office and administrative space, including secure/environmentally controlled space for telecommunications and computer equipment, for the exclusive use of the Immigration and Naturalization Service (INS) within the Etowah County Detention Center. In addition, one hundred fifty (150) square feet of administrative space will be provided to the INS, such space to be located in the Huntly Building adjacent to the Detention Center. All utilities and all necessary services, including janitorial services, for the necessary upkeep and maintenance of the total three thousand five hundred and sixty-eight (3568) square feet shall be provided by Etowah County.

The INS shall pay an annual rate of \$16.35 per square foot for the fully serviced administrative space described above. The annual cost to the INS shall be \$58,337.00. Payments shall be made monthly in the amount \$4,861.40 per month. The normal monthly detention invoice for the INS shall include as a separate item, the request for the payment of \$4,861.40 monthly payment.

This agreement for administrative space shall have a term of fifteen years, and shall run concurrent with the term of Intergovernmental Co-Operative Agreement Number 02-INS-01 which provided funds for jail expansion.

Any changes in the rate per square foot shall be negotiated in accordance with the terms of this agreement.

# MESSAGE CONFIRMATION

09/18/02 14:37

DATE	TIME	S,R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT
09/18	14:36	00'43"	95492195	CALLING	03	OK 0000

# MESSAGE CONFIRMATION

09/18/02 14:37

DATE	TIME	S,R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT	
09/18	14:36	00'43"	95492195	CALLING	03	OK	0000



U.S. Department of Justice  
Immigration and Naturalization Service

Administrative Center  
70 Kimball Avenue  
So. Burlington, VT 05403-6813

Kelly } 404-331-9423  
Mittra } 5426  
September 12, 2002

cell - 404-909-0277

Willie Frank Brown  
President  
Etowah County Commission  
800 Forrest Avenue  
Gadsden, AL 35901

Sex - 404-331-9423


Dear Mr. Brown:

This is a formal request by the Immigration and Naturalization Service (INS) to the Etowah County Commission for office space at the Etowah County Jail. The office space is needed by INS to support the Cooperative Agreement Program (CAP) signed under a U.S. Marshals agreement for housing INS detainees.

Enclosed is the table of positions and the total square feet of office space that INS will require to staff this facility.

Please provide this office with a square foot cost that the county is requesting for use of this office space. Once the cost has been reviewed by our facilities office we will be in contact with your office for any negotiations that may be required.

If you have any questions I may be reached at (802) 872-4102.

  
ROGER E. FREGEAU  
Contracting Officer

Enclosure

Position and Grade	Number of Positions	Square Feet per Position	Total Square Feet
SDDO, GS-13	1	150	150
DFO, GS-12	3	150	450
SDEO, GS-9	1	80	80
DEO, GS-7	8	65	520
Docket Clerk, GS-5	2	65	130
Server, Computer, Phone (Secure Space)	1	100	100
Restrooms	2	150	300
Copier, Fax, Supplies	1	75	75
File Storage Area	1	80	80
Public Waiting/Atty	1	150	150
Conference	1	200	200
TOTAL			2,235

Private  
Parten Privi  
Private

Cubicle

Separate

- ① Keep the little office next to bookings
- ② 15 year lease
- ③ Needing waiting area
- ④ Could split office
- ⑤

*C. H. White*  
Associate Member No.: 1

*Byron Bohannon*  
Associate Member No.: 2

*D. R. Morley*  
Associate Member No.: 3

*Barry Mason*  
Associate Member No.: 4

*William J. Bauney*  
Associate Member No.: 5

*John J. Bailey*  
Associate Member No.: 6

04/22/2003 10:21 FAX

ACB PPM

0003

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MAR. -03' 03 (MON) 12:14

TEL:202 305 9434

P.002

U.S. Department of Justice  
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. ONE (1)	2. REQUEST FOR DETENTION SERVICES NO. 073-03	3. EFFECTIVE DATE OF MODIFICATION February 1, 2003										
4. ISSUING OFFICE Debra Browne Contract Specialist CS 4, Suite 1100 United States Marshals Service Hdqr Washington DC 20530-1000	5. LOCAL GOVERNMENT Etowah County Etowah County Sheriff's Dept. 827 Forrest Avenue Gadsden, AL 35901	6. IGA NO. J-B01-M-130										
8. ACCOUNTING CITATION 15X1020		7. FACILITY CODE(S) 4AD										
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:										
<p>The purpose of this modification is to add a line item for INS Detention/Equipment Space. Space shall be supplied in accordance with the agreement between the INS and Etowah County Commission at the annual price stated below:</p> <table border="1"> <thead> <tr> <th>Supplies/Services</th> <th>Quantity</th> <th>Unit</th> <th>Unit Price</th> <th>Annual Amount</th> </tr> </thead> <tbody> <tr> <td>INS Detentin/Equipment Space</td> <td>3,568</td> <td>Sq. Ft.</td> <td>\$4,861.40 Mth</td> <td>\$58,337.00</td> </tr> </tbody> </table>			Supplies/Services	Quantity	Unit	Unit Price	Annual Amount	INS Detentin/Equipment Space	3,568	Sq. Ft.	\$4,861.40 Mth	\$58,337.00
Supplies/Services	Quantity	Unit	Unit Price	Annual Amount								
INS Detentin/Equipment Space	3,568	Sq. Ft.	\$4,861.40 Mth	\$58,337.00								
11. INSTRUCTIONS TO												
<p>A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO U.S. MARSHAL</p> <p>B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO U.S. MARSHAL</p>												
12. APPROVAL												
<p>A. LOCAL GOVERNMENT</p> <p>_____ Signature</p> <p>_____ TITLE</p> <p>_____ DATE</p>												
<p>B. FEDERAL GOVERNMENT</p> <p><u>Debra Browne</u> Signature</p> <p><u>Debra Browne</u> Contracting Officer</p> <p>_____ TITLE</p> <p><u>1-31-03</u> DATE</p>												

Intergovernmental Service Agreement  
Housing of Federal Prisoners

made 8-5-97

1. AGREEMENT NUMBER <b>J-B01-M-130</b>		2. EFFECTIVE DATE <b>01 01 97</b>		REQUISITION/PURCHASER/REQUEST NO. <b>112-96</b>		4. CI	
5. ISSUING OFFICE  UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210				6. GOVERNMENT ENTITY FA  NAME AND ADDRESS (Street, city, county, State and ZIP code) <b>Etowah County Sheriff 827 Forrest Avenue Gadsen, AL 35901</b>			
7. APPROPRIATION DATA <b>15X1020</b>				Contact Person <b>John Raley, Chief Jail</b> Area Code & Telephone No. <b>(205) 549-54</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>25,550</b> <b>701</b>	Pds	PER DIEM RATE <b>\$30.00</b>	ESTIMATED ANNUAL PAYMENT <b>\$766,500.00</b>
14. 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.				15. LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT			
				John S. Mosley (Signature) John S. Mosley Name (Type or Print) James Dwyer (Signature) Name (Type or Print)			Date <b>8-5-97</b> President Title Date 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 type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input 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 <b>[Signature]</b> (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 Prisoner Days <b>25,550</b> Guard Hours		21. NAME OF AUTHORIZING OFFICIAL (Type or Print) <b>Vicki Lipov</b>		22. DATE SIGNED <b>JAN 8, 1997</b>	

(1)

INS

Contract

File

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ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and Etowah County Sheriff Department (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 Etowah County Jail (the facility).

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. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

ARTICLE II - ASSIGNMENT AND CONTRACTING OF CATEGORICAL 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.
2. None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.
3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.
4. The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies, and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement, and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the government.

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ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided to 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.
2. The Local Government agrees to notify the United States Marshal (USM) 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.
3. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three (3) to seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.
4. 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.
5. 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.
6. The Local Government agrees to notify the USM 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 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 USM. Those prisoners who are remanded to custody by a

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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 USM.

ARTICLE V - 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 USM. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE VI - 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.

2. The Federal Government shall reimburse the Local Government at the per diem rate identified on page one (1) of this agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months.

3. The rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two (2) 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.

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4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) 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 USMS.

5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

6. The effective date of the rate modification will be negotiated and specified on the IGA 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 Government 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.

U. S. MARSHALS SERVICE  
1729 NORTH 5TH AVENUE  
ROOM 240  
BIRMINGHAM, AL 35203  
(205) 731-1712

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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.

NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.

ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS 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 expending 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 OMB Circular A-87.

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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. 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 X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR, Part 66, 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 three (3) years for purposes of federal examination and audit.

2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service 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

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results in a debt owed to the Federal Government. The USMS shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

ARTICLE XI - 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 USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000 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 USMS 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 Services Division, USMS Headquarters.
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

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maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

ARTICLE XII - 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 Services Division.

ARTICLE XIII - 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.

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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 XIV - CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

1. Advice. No official or employee 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 employee, 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.

W.H. "Butch" WHITE  
District 1  
BRYAN BISHOP  
District 2  
G.R. "Cooter" MOSLEY  
District 3  
BARRY GARGUS  
District 4



WILLIE F. BROWN  
District 5  
THOMAS J. BATEY, JR.  
District 6  
DAVID W. AKINS  
Chief Executive Officer

## ETOWAH COUNTY COMMISSION

Gadsden, Alabama 35901  
Telephone (256) 549-5300  
Fax (256) 549-5400

TO:  
COMPANY: Jeff Sessions Office

TELECOPIER NUMBER ( ) 492-2416

ATTENTION: Cindy

DATE: March 3, 2004

FROM:  
SENDER: Lisa Goodwyn

RESPONSE REQUIRED: YES        NO       

TOTAL NUMBER OF PAGES:        (including this cover sheet)

**NOTE:** *If you do not receive all pages, please call back as soon as possible, at the telephone number listed below:*

TELEPHONE # ( 256 ) 549-5300

COMMENTS: \_\_\_\_\_  
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UNITED STATES DEPARTMENT OF JUSTICE  
IMMIGRATION AND NATURALIZATION SERVICE

INTERGOVERNMENTAL COOPERATIVE AGREEMENT NUMBER 02-INS-01

This agreement is between the Immigration and Naturalization Service (INS) and Etowah County, AL, in accordance with the terms and conditions set forth in Articles I through XII and Schedules A, B, and C. The Cooperative Agreement Program is administered by the United States Marshals Service.

The following individuals are authorized, by law, to accept and commit to this agreement on the behalf of the:

IMMIGRATION AND NATURALIZATION SERVICE

ETOWAH COUNTY, ALABAMA

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME: Doris Meissner

TYPED NAME: Autry Works

TITLE: Commissioner

TITLE: President  
Etowah County Commissioners

ADDRESS: 425 Eye Street, N.W.  
Washington, D.C. 20536

ADDRESS: 800 Forrest Avenue  
Gadsden, AL 35901

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

(only signatories required by state or local law)

SIGNATURE: \_\_\_\_\_  
(Local Responsible INS Official)

SIGNATURE: \_\_\_\_\_

TYPED NAME: Juan A. Campos

TYPED NAME: James Hayes

TITLE: Asst. Dist. Director for  
Detention and Deportation

TITLE: Sheriff

ADDRESS: 77 Forsyth Street, Rm. 105  
Atlanta, GA 30303

ADDRESS: 827 Forrest Avenue  
Gadsden, AL 35901

DATE: NOV 01, 2000

DATE: \_\_\_\_\_

UNITED STATES MARSHALS SERVICE

SIGNATURE: \_\_\_\_\_

TYPED NAME: John W. Marshall

TITLE: Director

ADDRESS: 600 Army Navy Drive  
Crystal Square III  
Arlington, VA 22202-4210

SIGNATURE: C. Wilmer  
(Grant Specialist)

DATE: \_\_\_\_\_

DATE: 11-01-00

(NOTE: This cooperative agreement is neither binding nor effective unless signed by the Director, U.S. Marshals Service.)

## ARTICLE I

### AUTHORITY

The Immigration and Naturalization Service (INS) is authorized to enter into cooperative agreements with local entities to establish satisfactory conditions of confinement and detention services in return for guaranteed bedspace for federal detainees as authorized in 8 U.S.C. 1103(a)(9)(B).

### PURPOSE

The purpose of this cooperative agreement is to establish a legal relationship between the INS and Etowah County, Alabama (the recipient). This agreement is predicated upon the Federal Government's requirement for detention space and services and the recipient's provision of such services. All articles and schedules in this agreement are binding upon the signatures of all signatories.

## ARTICLE II

### ASSIGNMENT AND CONTRACTING OF PROJECT SUPPORTED EFFORT

Neither this agreement, nor any interest therein, may be assigned, or transferred to any other party without prior written approval by the United States Marshals Service (USMS), administrator of the CAP.

This cooperative agreement provides for federal funding of the recipient jail construction, renovation, and/or improvement programs. The recipient receiving federal funds is required to assure and certify that it will, as a condition of receiving the funds, comply with applicable federal law and regulations governing grants and cooperative agreements. By signature to this agreement, the recipient assures and certifies it will comply with all provisions, guidelines, regulations, and laws stipulated in this agreement.

None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.

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

The contract or agreement must, at a minimum, state the services to be performed, period of performance, the policies and procedures, and the flow-through requirements that are applicable to the contractor or other recipient. The contract or agreement must include the dollar limitation and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the Government.

### ARTICLE III

#### COOPERATIVE AGREEMENT PLAN

- A. Negotiations between the recipient and the USMS have resulted in a formulation of a Cooperative Agreement Plan which is incorporated as Schedule B of this agreement.
- B. Request(s) for modification, deletions, or additions to Schedule B may be made by the recipient by submitting a written request to the Grant Specialist, Prisoner Services Division, USMS Headquarters, who must approve all changes in writing. Neither the INS nor the Cooperative Agreement Program (CAP) recipient is authorized to modify or otherwise change this agreement in any way.
- C. The recipient has verified and ensures that all project(s) specified in Schedule B meet applicable state and local laws, standards, policies, procedures, or court orders.
- D. The recipient is responsible for planning, initiating, and overseeing the completion of the project(s); for preparing quarterly progress reports and periodic requests for payments; for certifying the accuracy of contractor and vendor billings; for ensuring the cost-efficient and timely completion of project(s); and for immediately notifying the USMS Headquarters, Prisoner Services Division, in writing, of any issues or problems that might affect the successful completion of the project(s) within the time frame(s) and cost ceiling(s) specified in Schedule B.
- E. The INS is responsible for conducting monthly on-site inspections of the project(s); for reviewing and certifying interim and final payment requests submitted by the recipient; for ensuring that CAP funding ceilings are not exceeded; for providing USMS Headquarters with written recommendations on any proposed changes or modifications to this agreement; and for immediately notifying USMS headquarters, in writing, of any issues or problems that might affect the successful completion of the project(s) within the time frame(s) and cost ceiling(s) specified in Schedule B.

### ARTICLE IV

#### FUNDING LEVEL

- A. The USMS will provide federal funding in an amount not to exceed \$8,400,000.00 for the project(s) listed in Schedule B. Only the USMS Headquarters, Prisoner Services Division is authorized to obligate and disburse the CAP funds.
- B. The recipient is responsible for all costs associated with the project(s) which exceed the specified federal funding level.

- C. Funds specified and approved for one project shall not be transferred to another project or be used for any other purpose unless authorized by a written modification to this agreement.
- D. USMS Headquarters, Prisoner Services Division is to be notified of any funds which will not be expended by the CAP recipient for any approved project listed in Schedule B. It is the sole discretion and right of the USMS to determine how unexpended funds will be used.

#### ARTICLE V

##### SERVICE AND SPACE GUARANTEE

- A. The recipient shall, at the request of the INS, provide detention space and services for 10 federal detainees each day from the date of acceptance of this agreement until the completion of the projects listed in Schedule B and for 324 federal detainees in INS custody each day at the Etowah County Jail for a period of fifteen (15) years commencing on the date of completion of all project(s) listed in Schedule B and the fulfillment of payments by the USMS.
- B. The USMS may, at its discretion, renegotiate the agreement to reduce the number of guaranteed bedspaces and the period of performance. Factors which may impact the level of use are: reduction in INS population, changes in Immigration law and construction of BOP facilities.
- C. The Intergovernmental Agreement (IGA) for the housing of federal detainees will remain in effect through the period specified in Article V, Paragraph A, and thereafter until terminated in writing by the INS or the recipient.
- D. Daily jail rate payments provided for in the IGA will be negotiated in accordance with the Office of Management and Budget (OMB) Circular A-87 Cost Principles for state, local and Indian Tribal Governments. The recipient shall accept a daily jail rate which is supported by actual and allowable jail operating costs. It is understood that countywide indirect costs and costs of local law enforcement and local court support costs are not allowable for the computation of daily jail rates.

##### ADEQUATE DETENTION SPACE & SERVICE

- A. The recipient shall accept and provide secure custody, care, and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, and procedures.

Failure to comply with these provisions may result in a Breach of Agreement as detailed in Article X.

The mandatory minimum conditions of confinement which are to be met during the entire period of the cooperative 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 provides full coverage of all security posts and full surveillance of inmates.
3. Jail provides 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 provides 24-hour emergency medical care for prisoners.
5. Jail maintains an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail maintains a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

#### ARTICLE VI

##### FINANCIAL PROVISIONS

- A. The USMS will obligate and reserve the funds established under this agreement. Requests for reimbursement for work completed will be submitted by the recipient on a Standard Form 270 (Request for Advance or Reimbursement) with a CAP Reimbursement Detail Sheet to the INS for review and certification. Payment to the recipient will be made only after written authorization by the USMS Headquarters, Prisoner Services Division, or his/her designee. Payments will not be issued to vendors or contractors. Payments will be issued to recipients via electronic transfer of payment by the USMS.
- B. All requests for payment submitted by the recipient must be supported by valid invoices in accordance with authorized projects specified in Schedule B of this agreement. Payments will only be made after on-site inspection by the INS to ensure payment for work completed. Copies of paid invoices shall be clearly marked with the appropriate CAP project number and maintained in CAP project files by the recipient. All such documentation shall be made available

for review upon the request of the INS, USMS Headquarters staff, or a federal audit agency.

- C. The recipient shall certify that no request for payment will be submitted for work, materials, or services which have been previously funded from federal funds.
- D. The recipient shall use accepted accounting procedures and shall maintain such books, records, and documents accurately reflecting all costs relating to this agreement for a period of at least three (3) years following completion of all the projects and final payment. All such documents will be subject to periodic on-site review as deemed necessary by the INS, USMS Headquarters staff, and federal audit agencies.
- E. The recipient agrees to comply with the audit requirements of OMB Circular A-133, entitled "Audits of State, Local Governments and Non-Profit Organization," and agrees to:

- 1) Submit an original and one copy of the audit report to the cognizant Federal agency within 30 days after the audit.

- 2) Submit a copy of the audit report to the following Department of Justice Regional Inspector General Office:

- Atlanta Regional Inspector General for Audit  
101 Marietta Street, Suite 2322  
Atlanta, Georgia 30323-2401

- 3) A copy of the transmittal letter addressed to the regional inspector general shall be sent to:

- a) Audit Services  
Office of Justice Programs  
Department of Justice  
633 Indiana Avenue, N.W.  
Washington, D.C. 20531

- b) U.S. Marshals Service  
Prisoner Services Division  
600 Army Navy Drive  
Arlington, VA 22202-4210

- F. The recipient shall submit its corrective action plan with the audit report to the DOJ Regional Audit Office, when there are findings/recommendations disclosed in the audit report. The corrective action plan should include: (1) specific steps taken to comply with the recommendations; (2) timetable for performance and/or implementation date for each recommendation; and (3) description of monitoring to be conducted to ensure implementation.
- G. Audit reports must be submitted annually from the date of initial award of the cooperative agreement until all the work authorized in Schedule B has been completed and reimbursements from the USMS have been received. Failure to furnish an acceptable audit as determined by the cognizant agency may be a basis for withholding or denying future federal funds.
- H. The recipient must comply with the following special conditions contained in the Treasury, Postal Service and General Government Appropriations Act, Public Law No. 102-393, 106 Stat. 1729 (1992):
- (a) In any contract award of \$500,000 or more, the recipient agrees that no amount of the contract award shall be used to finance the acquisition of goods or services, including construction, for the project unless the recipient agrees, as a condition for receipt of the grant described herein, to -
    - (1) specify in any announcement of the awarding of the contract for the procurement of the goods and services involved, including construction services, the amount of federal funds that will be used to finance the acquisition; and
    - (2) express the amount announced pursuant to paragraph (1) as a percentage of the total costs of the planned acquisition.
  - (b) The requirements of subsection (a) shall not apply to a procurement for goods and services, including construction services, that has an aggregate value of less than \$500,000.
- I. 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 expending 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.

- J. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR Part 66 and the allowability of the costs covered therein. 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.
- K. Requests for prior approval of costs must be in writing and justified with an explanation to permit review of the allowability of the costs. The requests are to be submitted through inclusion in the application or as a separate written request to the USMS.
- L. Changes in CAP project. All requests for programmatic and/or administrative budget changes must be submitted in a timely manner by the recipient.

#### ARTICLE VII

##### DISPUTES

All questions relating to the interpretation of this agreement shall be addressed to the Chief, Programs and Assistance Branch, and resolved by negotiation between the representative(s) of the recipient and the Chief, Program and Assistance Branch. Unresolved disputes will be referred to the Assistant Director for the Prisoner Services Division and Chief Executive Officer of the local government.

The Director, USMS, will be the final deciding official in all disputes concerning this agreement, unless otherwise adjudicated in a court of law.

#### ARTICLE VIII

##### STOP WORK

- A. The recipient shall within thirty (30) days from the beginning of any delay, notify the Chief, Program and Assistance Branch, in writing, of the causes of the delay. If, in the judgement of the Chief, Programs and Assistance Branch, the delay is warranted, the time for completing the work shall be extended accordingly by formal modification. The findings of the Chief, Programs and Assistance Branch, shall be final and conclusive on the recipient, but is subject to resolution under the Disputes Clause in Article VII.
- B. The Chief, Programs and Assistance Branch, may issue and the recipient will accept a written order to stop work on any project(s) funded under this agreement. Such orders may be issued upon evidence that the recipient is failing to comply with generally accepted accounting principals, financial disclosure or reporting requirements, or is deviating from the agreed-upon projects or project

descriptions in Schedule B. For project costs incurred during the stop work period, no CAP fund reimbursements may be made to the recipient.

- C. A Stop Work Order may be cancelled, reissued, or converted to an order of termination.
- D. The recipient is responsible for any costs incurred after the issuance of a Stop Work Order unless such work, material, equipment, or services were purchased prior to the issuance of the Stop Work Order and delivery cannot be cancelled.

#### ARTICLE IX

##### TERMINATION

- A. This agreement may be terminated in full or in part by the recipient at any time prior to the completion of the project(s) listed in Schedule B, provided that all federal funds received for the project(s) by the recipient are refunded in full to the USMS. If any CAP funds have been disbursed to the CAP recipient, reimbursement will include full repayment plus interest retroactively computed from the receipt of the first CAP payment. Interest will be calculated at the prevailing interest rate at time of termination. All termination notices shall be made in writing by the recipient and sent to the Chief, Programs and Assistance Branch, via registered mail, sixty (60) days prior to the effective date of the termination.
- B. This agreement may be terminated in full or in part by the USMS at any time prior to the completion of the project(s) listed in Schedule B. Such termination(s) may result from the failure of the recipient to start or complete a project in accordance with the agreement. A sixty (60) day written termination notice shall be made by the Chief, Programs and Assistance Branch, to the recipient.
- C. This agreement shall not be terminated by either party after the completion of all projects and the issuance of final payment by the USMS, unless there is mutual agreement to do so.
- D. This agreement shall not be delayed, suspended, or terminated by the CAP recipient for purposes of relieving overcrowded conditions due to the issuance of a federal or state court order or the issuance of a directive from a state or local government entity. Any such action by a CAP recipient will be considered a breach of the agreement and subject to the terms of Article X.

When faced with overcrowding conditions, it is the sole responsibility of the CAP recipient to identify and obtain alternative acceptable jail space so that the guaranteed INS bedspace under Article V will not be affected.

#### ARTICLE X

##### BREACH OF AGREEMENT

- A. The CAP recipient must provide secure housing and all the detention space and services outlined in Article V. Failure to do so may be considered a formal breach of this agreement as outlined in paragraph B below.
- B. In the event secure housing or detention space and services are not provided at the level guaranteed, the Assistant Director for the Prisoner Services Division may determine that a breach exists. However, before determining whether or not a formal breach of this agreement has occurred, the USMS will:
  - 1. Issue a letter of inquiry via registered mail to the CAP recipient who will respond within thirty (30) days of receipt, in writing, to the Assistant Director for the Prisoner Services Division, listing the reasons for not providing the agreed upon detention space and services.
  - 2. Upon receipt of the written response, the Assistant Director for the Prisoner Services Division will determine if the reasons for nonperformance (i.e., facility fire, natural disaster, inmate riot, etc.) are acceptable and may initiate formal negotiations to resolve noncompliance through revision of the terms of the agreement.
  - 3. If resolution cannot be reached, then a formal breach of agreement notice will be issued and sent to the CAP recipient via registered mail.
- C. If the USMS issues a written notice of breach of agreement, the CAP recipient shall:
  - 1. Refund all CAP funds provided under the cooperative agreement within thirty (30) days after receiving the written formal breach of cooperative agreement notice issued by the USMS.
  - 2. If any CAP funds have been disbursed to the CAP recipient, reimbursement will include full repayment plus interest retroactively computed to the date of receipt of the first CAP payment. Interest will be calculated at the prevailing interest rate at the time of breach.

3. The recipient shall also reimburse the USMS for all costs associated with the relocation of federal detainees to another facility, including all jail costs over and above the per diem rate paid that would have been paid to the recipient for the entire period of performance.
- D. The provisions of this Article will be enforced by the USMS only after a violation of the provisions for guaranteed space have been established, and negotiations between the USMS and the recipient have not resulted in an acceptable resolution to the USMS and a written notice of breach of agreement has been issued by the Assistant Director for the Prisoner Services Division and received by the recipient.

#### ARTICLE XI

##### CAP ADMINISTRATIVE REQUIREMENTS

- A. Upon execution of this agreement, the USMS shall provide written administrative packages to the CAP recipient and the INS.
- B. CAP Recipient
  1. The CAP recipient is responsible for submitting, through the local INS office and to USMS Headquarters, Prisoner Services Division, a quarterly progress report whether or not work has begun. The quarterly report must be sent no later than five (5) working days after the close of each quarter until all work has been completed.
  2. Failure to submit quarterly progress reports or comply with CAP administrative procedures may be interpreted as noncompliance with this agreement and subject to terms and conditions of Article X of this agreement.
  3. A final CAP close-out report shall be submitted by the recipient to the local INS office at the completion of all projects and after final payment has been received. This report includes the date(s) of completion, date(s) of activation, and final costs. This close-out report must be submitted no later than ninety (90) days after completion of the project(s), but preferably as soon as the final payment has been received.
  4. 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.

5. Where the project or one of its components is delegated to a contractor or other state or local organization, the recipient is nevertheless responsible for all aspects of the program, including proper accounting and financial record-keeping by the sub-recipient or contractor. These responsibilities include:

- (a) Reviewing Financial Operations: Recipients must be familiar with, and periodically monitor, the recipient's and contractor's financial operations, records, system, and procedures. Particular attention is to be directed to the maintenance of current financial data.
- (b) Recording Financial Activities: The recipient's award or contractor's obligation, as well as cash advances and other financial activities, shall be recorded in the books of the recipient in summary form. Recipient/contractor expenditures shall be recorded on the books of the recipient, or evidenced by report forms duly filed by the sub-recipient/contractor. Non-Federal contributions applied to programs or projects by sub-recipients must likewise be recorded, as would any program income resulting from program operations.

Program income means gross income earned by the recipient/sub-recipient during the funding period as a direct result of the CAP award. Direct result is defined as a specific act or set of activities that are directly attributable to the CAP funds and which are directly related to the goals and objectives of the project.

Determinations of "direct result" will be made by the USMS. Recipients who anticipate receiving income as a result of the award of CAP funds must disclose this information to the USMS at the time of award.

- (c) Budgeting and Budget Review: The recipient shall ensure that each sub-recipient/contractor prepare an adequate budget on which its award commitment will be based. The detail of each project budget shall be maintained on file by the sub-recipient or contractor.
- (d) Accounting for Non-Federal Contributions: Recipients will ensure, in those instances where recipients are required to furnish non-Federal matching shares, that the requirements, limitations, and regulations pertinent to non-Federal contributions are applied.

- (e) Audit Requirements: Recipients are required to ensure that sub-recipients/contractors have met all necessary audit requirements as set forth in Article VI.
  - (f) Reporting Irregularities: Recipients and their sub-recipients/contractors are responsible for promptly notifying the recipient and the USMS of any illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.
6. In accordance with 28 CFR Part 66 or OMB Circular A-110, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded with CAP funds shall be retained by each organization participating in the program or project for at least 3 years for purposes of Federal examination and audit.

The 3-year retention period set forth in the previous paragraph, starts from the date following completion of all projects and the final payment. 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.

7. 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.
8. 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.

C. INS

1. A written monthly progress report must be completed, reviewed, and signed by the INS. The report must be submitted to USMS Headquarters, Prisoner Services Division, on the fifth workday of the month after receipt of the administrative package. A progress report is required even if actual site work has not yet begun.
2. Once all work has been completed, the INS is required to immediately perform an on-site close-out inspection.
3. When the request for final payment is made, it must be accompanied by the CAP close-out report from the INS.

ARTICLE XII

CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

- (1) Advice. No official or employee 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 employee 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.

INS/USMS COOPERATIVE AGREEMENT - SCHEDULE A  
AGREEMENT NO. 02-INS-01

The recipient hereby assures and certifies compliance with OMB Circulars A-87, Revised A-102 (28 CFR, Part 66), and A-133 as they relate to the project, and the following regulations, policies, guidelines, and requirements:

The recipient certifies that:

1. It possesses legal authority to apply for the grant, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, and the rendering of all understandings and assurances contained therein; and that the person identified as the official representative of the applicant is authorized and directed to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and in accordance with that Act, ensure that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to execute this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-3), prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
4. It will comply with requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law No. 91-646, 84 Stat. 1894, as amended), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.

7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those that have family, businesses, or other ties.
8. It will give the grantor agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with 28 CFR, Part 66, Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments concerning requirements of law, program requirements, and other administrative requirements.
10. It will comply with the audit provisions of OMB Circular A-133 (Audits of State and Local Governments) and copies of each annual audit report shall be submitted to the appropriate cognizant agency and the Department of Justice Regional Audit Office. The reports are to cover the period from initial award of the cooperative agreement until all the work authorized in Schedule B is completed and reimbursement from the USMS is received.
11. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
12. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law No. 93-234, 87 Stat. 975, as amended). Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. For purposes of the Act, the phrase "Federal Financial Assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

13. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.0) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
14. It will comply with regulations at 28 CFR, Part 67, implementing Executive Order 12549, Debarment and Suspension. Prospective participants will submit certification regarding debarment, suspension, and other responsibility matters in accordance with regulations.
15. It will comply with 31 U.S.C. 1352, entitled "Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions," and provide Certification Regarding Lobbying and a Disclosure of Lobbying Activities Form, SF-LLL, if applicable, for awards of \$100,000 or more.
16. It will comply with the Drug-Free Workplace Act of 1988 regulated at 28 CFR, Part 67, Subpart F, and certify that it maintains a drug-free workplace in accordance with the regulations.
17. It will comply with Executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction, and the Earthquake Hazard Reduction Program Act of 1977, as amended. In accordance with the National Institute of Standards and Technology (NIST) IR 4852, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 2.1-A, Guidelines and Procedures for Implementation of the Executive Order on Seismic Safety of New Building Construction, it will comply with the following 1991 International Conference of Building Officials (ICBO) Uniform Building Codes as its seismic design standard for new design and construction:
  - (1) 1991 ICBO Uniform Building Code;
  - (2) 1992 Supplement to the Building Officials and Code Administrators (BOCA) National Building Code; and
  - (3) 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code.

IMMIGRATION AND NATURALIZATION SERVICE  
**SCHEDULE B**  
COOPERATIVE AGREEMENT PLAN

AGREEMENT NO. <u>02-INS-01</u> GOVT. UNIT <u>Etowah County, AL</u> FACILITY <u>Etowah County Jail</u>			
ESTIMATED DATE OF PROJECT(S) COMPLETION	<u>10-01-01</u>	*ESTIMATED DATE BEDS AVAILABLE	<u>10-01-01</u>
		*ESTIMATED DATE BEDS EXPIRE	<u>10-01-16</u>
PROJECT NUMBER	PROJECT DESCRIPTION		USMS FUNDING CEILING
002-INS-01 PP	Construct additional floor on top of the jail.		\$8,400,000.00
This schedule reflects the final cooperative agreement projects and their maximum allowable funding ceilings which have been approved by the INS. Attachments (as required) will show how the work will be accomplished, detailed project descriptions, plans, specifications, and questions.			
* These dates serve as pertinent CAP project time frames for bedspace availability. Any changes to these dates should be reflected on Schedule C, Recipient Quarterly CAP Progress Report. If the revised date exceeds a 90 day period, a modification to the cooperative agreement will be initiated.			

# RECIPIENT QUARTERLY CAP PROGRESS REPORT

**INSTRUCTIONS:** It is the responsibility of the recipient facility to prepare a CAP Progress report quarterly for the projects(s) shown below which have been authorized in the CAP agreement. The CAP Recipient should make additional copies of the report for future quarterly submission. If additional space is needed, this report can be continued on plain white bond paper. The complete report should then be submitted to the local INS Office who will review and forward it to the USMS Headquarters. If you have any questions or need additional guidance, please contact the CAP Program Administrator, on (202) 307-5100.

1. Facility Name: Etowah County Jail 2. INS CAP Agreement No.: 02-INS-01

3. CAP Project Number	Description	Funding Ceiling
001-INS-01 PP	Construct addition to jail	\$8,400,000.00
Total		\$8,400,000.00

4. Work Start Date: 11-15-00 5. Estimated Completion Date: 10-01-01

6. Funding Status:

	Funds Approved	Funds Obligated to Date	Balance Remaining
a. Local Funds			
b. INS Funds			
c. Total (a+b)			

7. Latest estimate of total cost \$\_\_\_\_\_ (If the cost estimate differs from the funds approved in item 6 above, please provide written justification as well as an explanation of how the additional funds required will be obtained.)

8. Progress to Date \_\_\_\_\_

9. Problems Noted (i.e., need for modifications, delays anticipated, etc.)

PREPARED BY: \_\_\_\_\_  
(name of local government official and title)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(INS Office)

SCHEDULE C

ORIGINAL

INDEX FOR CLIENT ATTORNEY MEETING

INS Agreement 50/50 method	1
INS Estimates of distributions (50/50 method) \$30 per day	2
INS Estimates of distributions (50/50 method) \$35 per day	3
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INS Estimates of distributions (50/50 method) \$50 per day	5
 INS Agreement 30% Method	 6
INS Estimates of distributions (30% method) \$30 per day	7
INS Estimates of distributions (30% method) \$35 per day	8
INS Estimates of distributions (30% method) \$40 per day	9
INS Estimates of distributions (30% method) \$50 per day	10
 Sheriff's INS Proposal	 11-14

## **PROPOSED "NEW" INS/U.S. MARSHALL'S AGREEMENT**

### **Option #1**

The Etowah County Commission and the Etowah County Sheriff James Hayes are hereby entering into an agreement on the distribution of revenue from housing Federal inmates with the Immigration and Naturalization Service. This agreement will cover the distribution of revenue (hereafter called proceeds) from the housing of Federal inmates after the new addition to the detention center is complete. This agreement is expected to benefit all of the citizens of Etowah County. The Etowah County Commission will make the financial arrangements for this endeavor and the Etowah County Sheriff will be responsible for the operations for Federal inmate housing. Since both parties provide a different, but essential role in this joint venture, it is proper that both parties should reap a financial benefit to enhance their operations. For this reason, the Etowah County Commission and the Etowah County Sheriff agree to the following:

- 1). In agreement with the Sheriff, the Etowah County Commission will float a bond issue to cover various improvements to the detention center above and beyond what the INS has agreed to pay (INS agreed to pay up to \$8.4 million). This area includes, among other improvements to the detention center, a new area to house female inmates. The amounts necessary to cover the annual debt service requirements for this bond issue (principal and interest), will be taken out of the first of all proceeds each fiscal year for the life of the fifteen-year bond issue.
- 2). After item number one (1) is satisfied, any and all expenses directly or indirectly attributable to the housing of INS prisoners will be deducted from the proceeds. Some of the expenses include, but are not limited to the following: Salaries and benefits for additional personnel, utilities, feeding costs, medical costs, equipment and supplies for additional personnel, training for additional personnel and any other costs that is directly or indirectly attributable to the operations of housing Federal inmates.
- 3). After items one (1) and two (2) have been completely satisfied, the remainder of the proceeds will be divided equally between the Etowah County Sheriff's department and the Etowah County Commission. If the local legislative delegation passes any bill that would mandate a deputy pay raise, then the total costs of such a salary increase will be deducted from the Sheriff's portion of the proceeds.
- 4). All checks for the housing of Federal inmates will be issued and mailed directly to the Etowah County Commission. The Etowah County Commission's office will make a copy of these checks for the Sheriff's Department.

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Sheriff James Hayes

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W. H. "Butch" White, President  
Etowah County Commission

Etowah  
County Commission

Distribution of INS Funds  
County Splits 50/50 After Expenses  
Assuming \$30 per day 378 Beds

Description	Number of Beds	Number of Inmate Days	Rate	Yearly Totals
<b>Revenue</b>				
378 Beds @ \$30 per inmate day	378	365	30	4,139,100.00
				<u>430,000.00</u>
<b>Less Bond Issue (annual costs assuming a \$4 million bond)</b>				<u>3,709,100.00</u>
Net After Bond Issue Payment				
				<u>1,535,088.00</u>
<b>Operational Costs (provided by the Sheriff but reduced by 1.50 raise)</b>				<u>2,174,012.00</u>
Amount to divide equally				
				1,087,006.00
Amount to be received by Sheriff				
				<u>1,087,006.00</u>
Amount to be received by County				<u>2,174,012.00</u>

Etowah  
County Commission

Distribution of INS Funds  
County Splits 50/50 After Expenses  
Assuming \$35 per day 378 Beds

Description	Number of Beds	Number of Inmate Days	Rate	Yearly Totals
<b><u>Revenue</u></b>				
378 Beds @ \$35 per inmate day	378	365	35	4,828,950.00
<b>Less Bond Issue (annual costs assuming a \$4 million bond)</b>				<u>430,000.00</u>
Net After Bond Issue Payment				<u>4,398,950.00</u>
<b>Operational Costs (provided by the Sheriff but reduced by 1.50 raise)</b>				<u>1,535,088.00</u>
Amount to divide equally				<u><u>2,863,862.00</u></u>
Amount to be received by Sheriff				1,431,931.00
Amount to be received by County				<u>1,431,931.00</u>
				<u><u>2,863,862.00</u></u>

Etowah  
County Commission

Distribution of INS Funds  
County Splits 50/50 After Expenses  
Assuming \$40 per day 378 Beds

Description	Number of Beds	Number of Inmate Days	Rate	Yearly Totals
<b><u>Revenue</u></b>				
378 Beds @ \$40 per inmate day	378	365	40	5,518,800.00
<b>Less Bond Issue (annual costs assuming a \$4 million bond)</b>				<u>430,000.00</u>
Net After Bond Issue Payment				<u>5,088,800.00</u>
<b>Operational Costs (provided by the Sheriff but reduced by 1.50 raise)</b>				<u>1,535,088.00</u>
Amount to divide equally				<u><u>3,553,712.00</u></u>
Amount to be received by Sheriff				1,776,856.00
Amount to be received by County				<u>1,776,856.00</u>
				<u><u>3,553,712.00</u></u>

Etowah  
County Commission

Distribution of INS Funds  
County Splits 50/50 After Expenses  
Assuming \$50 per day 378 Beds

Description	Number of Beds	Number of Inmate Days	Rate	Yearly Totals
<b>Revenue</b>				
378 Beds @ \$50 per inmate day	378	365	50	6,898,500.00
<b>Less Bond Issue (annual costs assuming a \$4 million bond)</b>				430,000.00
Net After Bond Issue Payment				<u>6,468,500.00</u>
<b>Operational Costs (provided by the Sheriff but reduced by 1.50 raise)</b>				1,535,088.00
Amount to divide equally				<u>4,933,412.00</u>
Amount to be received by Sheriff				2,466,706.00
Amount to be received by County				<u>2,466,706.00</u>
				<u>4,933,412.00</u>

## PROPOSED "NEW" INS/U.S. MARSHALL'S AGREEMENT

### Option #2

The Etowah County Commission and the Etowah County Sheriff James Hayes are hereby entering into an agreement on the distribution of revenue from housing Federal inmates with the Immigration and Naturalization Service. This agreement will cover the distribution of revenue (hereafter called proceeds) from the housing of Federal inmates after the new addition to the detention center is complete. This agreement is expected to benefit all of the citizens of Etowah County. The Etowah County Commission will make the financial arrangements for this endeavor and the Etowah County Sheriff will be responsible for the operations for Federal inmate housing. Since both parties provide a different, but essential role in this joint venture, it is proper that both parties should reap a financial benefit to enhance their operations. For this reason, the Etowah County Commission and the Etowah County Sheriff agree to the following:

- 1). In agreement with the Sheriff, the Etowah County Commission will float a bond issue to cover various improvements to the detention center above and beyond what the INS has agreed to pay (INS agreed to pay up to \$8.4 million). This area includes, among other improvements to the detention center, a new area to house female inmates. The amounts necessary to cover the annual debt service requirements for this bond issue (principal and interest), will be taken out of the first of all proceeds each fiscal year for the life of the fifteen-year bond issue.
- 2). After item number one (1) is satisfied, the Etowah County Commission will receive 30 percent of the gross proceeds net of annual debt service requirements.
- 3). After items one (1) and two (2) have been satisfied, all expenses directly or indirectly attributable to the housing of INS prisoners will be deducted from the remaining proceeds. Some of these expenses include, but are not limited to the following: Salaries and benefits for additional personnel, utilities, inmates' nutritional costs, medical costs, equipment and supplies for additional personnel, training for additional personnel and any other costs that is directly or indirectly attributable to the operations of housing Federal inmates.
- 3). After items one (1), two (2), and three (3) have been completely satisfied, the remainder of the proceeds will be paid to the Etowah County Sheriff's Law Enforcement Fund. If the local legislative delegation passes any bill that would mandate a deputy pay raise, then the total costs of such a salary increase will be deducted from the Sheriff's portion of the proceeds before any amounts are paid to his Law Enforcement Fund.
- 4). All checks for the housing of Federal inmates will be issued and mailed directly to the Etowah County Commission. The Etowah County Commission's office will make a copy of these checks for the Sheriff's Department.

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Sheriff James Hayes

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W. H. White, President  
Etowah County Commission

Etowah  
County Commission

Distribution of INS Funds  
County Receives 30%  
Assuming \$30 per day 378 Beds

Description	Number of Beds	Number of Inmate Days	Rate	Yearly Totals
<b>Revenue</b>				
378 Beds @ \$30 per inmate day	378	365	30	4,139,100.00
① Less Bond Issue (annual costs assuming a \$4 million bond)				430,000.00
Net After Bond Issue Payment				<u>3,709,100.00</u>
<b>County's Portion (30%) After Annual Bond Payment</b>				<u>1,112,730.00</u>
Net to Sheriff for Before Expenses				<u>2,596,370.00</u>
<b>Operational Costs (provided by the Sheriff but reduced by 1.50 raise)</b>				<u>1,535,088.00</u>
Sheriff's Net Total				<u><u>1,061,282.00</u></u>

Equipment and any pay raises will all come out of the Sheriff's Net

① Com wants equal borrowed funds for equipment

Etowah  
County Commission

Distribution of INS Funds  
County Receives 30%  
Assuming \$35 per day 378 Beds

Description	Number of Beds	Number of Inmate Days	Rate	Yearly Totals
<b>Revenue</b>				
378 Beds @ \$35.00 per day	378	365	35	4,828,950.00
<b>Less Bond Issue (annual costs assuming a \$4 million bond)</b>				<u>430,000.00</u>
Net After Bond Issue Payment				<u>4,398,950.00</u>
<b>County's Portion (30%) After Annual Bond Payment</b>				<u>1,319,685.00</u>
Net to Sheriff for Before Expenses				<u>3,079,265.00</u>
<b>Operational Costs (provided by the Sheriff but reduced by 1.50 raise)</b>				<u>1,535,088.00</u>
Sheriff's Net Total				<u><u>1,544,177.00</u></u>

Equipment and any pay raises will all come out of the Sheriff's Net

Etowah  
County Commission

Distribution of INS Funds  
County Receives 30%  
Assuming \$40 per day 378 Beds

Description	Number of Beds	Number of Inmate Days	Rate	Yearly Totals
<b>Revenue</b>				
378 Beds @ \$40.00 per day	378	365	40	5,518,800.00
<b>Less Bond Issue (annual costs assuming a \$4 million bond)</b>				<u>430,000.00</u>
Net After Bond Issue Payment				<u>5,088,800.00</u>
<b>County's Portion (30%) After Annual Bond Payment</b>				<u>1,526,640.00</u>
Net to Sheriff for Before Expenses				<u>3,562,160.00</u>
<b>Operational Costs (provided by the Sheriff but reduced by 1.50 raise)</b>				<u>1,535,088.00</u>
Sheriff's Net Total				<u><u>2,027,072.00</u></u>

Equipment and any pay raises will all come out of the Sheriff's Net

Etowah  
County Commission

Distribution of INS Funds  
County Receives 30%  
Assuming \$50 per day 378 Beds

Description	Number of Beds	Number of Inmate Days	Rate	Yearly Totals
<b>Revenue</b>				
378 Beds @ \$50 per inmate day	378	365	50	6,898,500.00
<b>Less Bond Issue (annual costs assuming a \$4 million bond)</b>				<u>430,000.00</u>
Net After Bond Issue Payment				<u>6,468,500.00</u>
<b>County's Portion (30%) After Annual Bond Payment</b>				<u>1,940,550.00</u>
Net to Sheriff for Before Expenses				<u>4,527,950.00</u>
<b>Operational Costs (provided by the Sheriff but reduced by 1.50 raise)</b>				<u>1,535,088.00</u>
Sheriff's Net Total				<u><u>2,992,862.00</u></u>

Equipment and any pay raises will all come out of the Sheriff's Net

## ALABAMA FABRICS BUILDING

Establish as a "Minimum Security" / "Work-Release" Unit.

The Alabama Fabrics Building with minimal structural enhancements would be ideal to establish temporary alternate jail operations during the course of construction of the new Etowah County Female Unit (92 beds) and the Etowah County Immigration and Naturalization Unit (328 beds). Establishing and operating a "Minimum Security/Work Release" unit out of the AF Bldg would allow Etowah County the opportunity to place federal prisoners in the current "Minimum Security" housing unit (96 fixed beds).

Placing federal prisoners in the 96 beds would generate approximately 1,000,000.00 additional dollars before expenses are met.

**The Immigration and Naturalization Service has agreed to pay all overtime incurred as a result of the additional prisoners.**

## KITCHEN OPERATIONS

The Etowah County Commission and the Sheriff's Office are faced with attempting to cater food for an average of four hundred and fifty -(450) prisoners/day. The average cost of meals prepared by an alternate company that is capable of meeting the dietary needs of the jail has been priced at approximately \$10.00/day per prisoner for an average cost of \$4500.00/day. The total length of kitchen shut down is anticipated to be four to six (4-6) weeks for an anticipated cost of one hundred and twenty six thousand -(125,000) to one hundred and eighty nine thousand -(189,000) dollars.

The only feasible option (financially) is to relocate the existing kitchen and prepare the meals with our own work force (Etowah County staff and inmates) and transport the meals to the jail. The shorter the distance the better for a number of obvious reasons, i.e., security of transporting meals, moving inmate workers, serving temperature, etc.

## BOOKING / INTAKE OPERATIONS

During the course of construction everyday operations will be disrupted and some areas of the jail will be completely incapacitated. The extremely heavy volume of traffic in and out of the booking and intake area teamed up with the fact that the planning and distribution site for the General Contractor will be on the other side of 1<sup>st</sup> Avenue from the jail has already caused the Architect and the Sheriff's Office to unanimously agree that 1<sup>st</sup> Avenue will need to be closed during the course of construction.

Moving the intake and release function to the AF Bldg will allow a smooth flow of police cruisers and transport vehicles. The ability to separate this very high traffic, dangerous, and unpredictable function from the primary construction site will be safer for all parties involved, correctional staff, arresting officers, and prisoners.

## **- Etowah County Immigration and Naturalization Unit**

328 Beds \* \$ 30.00 / day \* \$3,591,600.00 (before expenses)

The following is a break down of projected expenses of operational costs and expenses that should be incurred during the course of operation.

### **New Employees / Payroll / Benefits**

#### **36 Employees**

Assistant Chief	(1)
Sergeant	(2)
Booking	(6)
Control	(5)
Housing Units	(10)
Admin	(1)
Rover	(5)
Transport	(6)
Total	36

Starting salary	\$10.82/hour	-	<del>\$823,680.00</del>	711,360
Benefits (Insurance)	\$481.00/month	-	\$207,792.00	
FICA / Medicare	7.65%	-	\$63,011.52	
Retirement	.460 of gross	-	\$3788.92	
Total Pay Roll		-	\$1,098,272.44	
<u>Operational Expenses</u>		-	<u>\$549,136.22</u>	
<b>Grand Total</b>		-	<del><b>\$1,647,408.66</b></del>	<b>1,535,088</b>

**These figures are approximate and based on current information available and are not intended to be inclusive.**

## **Etowah County Sheriff's Office**

### **Training Needs**

71 Employees	@	\$1500.00 each	=	\$106,500.00
60 Reserves	@	\$500.00each	=	\$30,000.00
<u>CRT</u>	<u>@</u>	<u>\$1000.00each</u>	<u>=</u>	<u>\$16,000.00</u>
Total Training Expense			=	<b>\$152,500.00</b>

### **Vehicles**

15 Annually	@	\$29,000.00	=	<b>\$435,000.00</b>
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### **Emergency Equipment**

Bullet Proof Vests	10 annually	@	\$600.00 each	=	\$6000.00
Stinger Spikes (47)		@	\$330.00 each	=	\$16,500.00
<u>ALCO Testers (15)</u>		<u>@</u>	<u>\$450.00 each</u>	<u>=</u>	<u>\$6750.00</u>
Total Equipment expense				=	<b>\$29,250.00</b>

**Training**                      **\$152,500.00**

**Vehicles**                      **\$435,000.00**

**Equipment**                      **\$29,250.00**

**Total**                      **\$615,750.00**

## **INS**

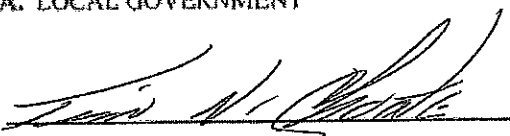
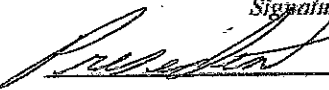

<b><u>Total Revenue</u></b>	<b><u>\$3,591,600.00</u></b>
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<b>Operation expense Jail</b>	<b>\$1,647,408.66</b>
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<b>Sheriff's Office</b>	<b>\$615,750.00</b>
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<b>Unencumbered</b>	<b>\$1,328,441.34</b>
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**\*\* In October of 2003, the additional \$1.50 per hour per employee will be approximately \$533,520.00 annually. The unencumbered balance after the second \$1.50 per hour raise is given will be \$794,921.00.**

1. MODIFICATION NO. Four (4)	2. REQUEST FOR DETENTION SERVICES NO. 06-208	3. EFFECTIVE DATE OF MODIFICATION October 1, 2006
4. ISSUING OFFICE U.S. MARSHALS SERVICE WITNESS SECURITY & PRISONER OPERATIONS DIVISION WASHINGTON, D.C. 20530-1000 Attn: Renita L. Barbee	5. LOCAL GOVERNMENT Etowah County Jail 827 Forrest Avenue Gadsden, AL 35901	6. IGA NO. 01-99-0132
		7. FACILITY CODE(S) 4AD
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT \$715,218.00
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 increase the daily per diem rate from \$30.00 to \$35.12. No other terms or conditions are affected by this change.		
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		
<h1>COPY</h1>		
12. APPROVAL		
A. LOCAL GOVERNMENT   _____ Signature  _____ TITLE 11-8-06 DATE		B. FEDERAL GOVERNMENT   _____ Signature Grants Analyst _____ TITLE 9/14/06 DATE

HQ USE ONLY



U.S. Department of Justice

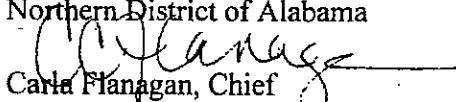
United States Marshals Service

Witness Security and Prisoner Operations Division

Washington, DC 20530-1000

SEP 13, 2006

**MEMORANDUM TO:** CDUSM Michael Richards  
Northern District of Alabama

**FROM:**   
Carla Flanagan, Chief  
Programs & Assistance Branch  
Witness Security & Prisoner Services Division

**SUBJECT:** IGA Action - Etowah County Jail

Attached are three copies of the above-mentioned Intergovernmental Agreement (IGA). Please forward these documents to the local government for review and concurrence. All three copies must have original signatures. Please note that the effective date of the IGA does not take effect until the document is signed by the respective Witness Security & Prisoner Services Division Contracting Officer (Block 12B) and the local government representative (Block 12A). In the event the document is signed later than 60-days after the effective date specified in Block 3, the IGA action shall take effect on the date the document is signed by the local government representative. **The fully executed copy of the IGA must be returned to headquarters by November 1, 2006**

Although the signature of the United States Marshal is not required, we will continue to keep you informed throughout the process. Please distribute the original signed copies as follows:

- 1 signed copy shall be retained by the local government.
- 1 signed copy shall be retained by the district office.
- 1 signed copy shall be forwarded to the Witness Security & Prisoner Services Division

If the Bureau of Prisons (BOP) is included in this IGA, please forward a copy to the Community Corrections Manager. If the Bureau of Immigration and Customs Service (BICE) is included in this IGA, please send them a copy for their files. Please be sure that your **Administrative Officer or Criminal Clerk** has a copy of the executed document so that they are aware of the current jail day rate and any special terms and conditions (i.e., guard/transportation services, mileage, etc.). If assistance is required, please contact Renita L. Barbee, Grants/Cooperative Agreement Specialist, at (202) 616-0559.

Attachment

**Kevin Dollar**

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**From:** Barbee, Renita (USMS) [Renita.Barbee@usdoj.gov]  
**Sent:** Tuesday, November 07, 2006 11:17 AM  
**To:** kdollar@etowahcounty.org  
**Subject:** Etowah County Rate Increase  
**Attachments:** etowah.pdf

Please let me know if I could be of further assistance.

<<etowah.pdf>>

Thanks,

**Renita L. Barbee**

Grants & Cooperative Agreement Specialist

U.S. Marshals Service

Witness Security/Prisoner Services Div.

(Office) 202-616-0559

(Cell) 301-653-9449

(Fax) 202-305-9434

11/7/2006

**STATE OF ALABAMA  
COUNTY OF ETOWAH**

**AMENDMENT TO THE AGREEMENT BETWEEN THE ETOWAH COUNTY  
COMMISSION AND ETOWAH COUNTY SHERIFF  
AND RESOLUTION ADOPTING AMENDMENT**

**THIS AGREEMENT** is entered into between the Etowah County Commission (hereinafter referred to as Commission), and Etowah County Sheriff (hereinafter referred to as Sheriff).

**WHEREAS**, both parties are entering into an agreement to amend the agreement entered into with then Sheriff James Hayes, under date of September 6, 2001 for distribution of net proceeds from the Intergovernmental Cooperative Agreement number 02-INS-01; and

**WHEREAS**, the parties have agreed to amend paragraph 3 in its entirety, as follows:

3). After the payment of the expenses noted in items one (1), and two (2), of the contract under date of September 6, 2001, the proceeds then remaining will be split between the Etowah County Commission and the Sheriff's Department. The division of funds will be 50/50, with the Sheriff receiving fifty percent (50 %) and the Commission receiving fifty percent (50%). All proceeds payable from the Commission to the Sheriff shall be paid to the Etowah County Sheriff's Law Enforcement Fund within thirty (30) days of the receipt of the check from INS by the Commission.

**NOW THEREFORE, BE IT RESOLVED BY THE ETOWAH COUNTY COMMISSION  
THAT:**

The Etowah County Commission and Etowah County Sheriff are hereby entering into an amendment on the distribution of revenue from housing Federal inmates with the Immigration and Naturalization Service. This agreement binds the parties to a distribution of revenue (hereafter called proceeds) from the housing of Federal inmates. This agreement is expected to benefit all of the citizens of Etowah County. The Etowah County Commission has made the financial arrangements for this endeavor possible as the governmental entity for the County and the Sheriff will be responsible for the operations for Federal inmate housing. Since both parties provide a different, but essential role in this joint venture, it is proper that both parties should reap a financial benefit to enhance their operations. For this reason, the Etowah County Commission and the Etowah County Sheriff agree to the aforementioned amendment.

We, the members of the Etowah County Commission, do hereby certify that the above is a true and correct copy of a resolution adopted at the regular meeting on January 8, 2008, and the same appears



# UNITED STATES MARSHALS SERVICE

## COOPERATIVE AGREEMENT PROGRAM

### *ADMINISTRATIVE PACKAGE*



RECIPIENT



U.S. Department of Justice

United States Marshals Service

5340

*Prisoner Services Division*

---

Arlington, Virginia 22202-4210

April 5, 2001

James Hayes, Sheriff  
Etowah County  
827 Forrest Avenue  
Gadsden, Alabama 35901

Dear Mr. Hayes:

A cooperative agreement has been negotiated and finalized to assist Etowah County Jail in improving its facilities and level of inmate services. Enclosed, as listed below, are procedural documents and progress report formats designed to assist you in complying with the administrative terms of Cooperative Agreement No. 02-INS-01.

<u>ENCLOSURE</u>	<u>DESCRIPTION</u>
A	USMS Cooperative Agreement Program Administrative Procedures for Recipient Facilities.
B	Schedule B from the cooperative agreement.
C	Recipient Quarterly CAP Progress Report - Schedule C (to be submitted through the United States Marshal to United States Marshals Service Headquarters). The first quarterly status report is due 5 working days after the close of the quarter in which this administrative package is received.
D	SF 270 (Request for Advance or Reimbursement). This form is used to request reimbursements.
E	CAP Reimbursement Request Detail Sheet (Schedule E). This form is a requested enclosure to the SF 270.
F	Completed sample CAP disbursement package.
G	Recipient Cooperative Agreement Close Out Report (Schedule H).

In accordance with the enclosed OMB Circular A-128, "Audits of States, Local Governments and Non-Profit Organizations", which can be obtained at: [www.whitehouse.gov/OMB/circulars](http://www.whitehouse.gov/OMB/circulars), submit an original and one copy of the county's annual audit report to the cognizant federal agency within 30 days after the audit. Also, submit one copy of your annual audit report from the year of award through the year final payment is received to the following Department of Justice Regional Audit Office:

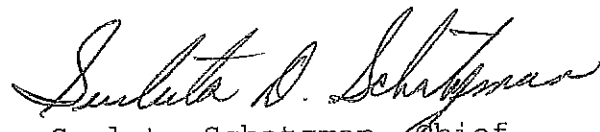
Mr. Clark F. Cooper  
Atlanta Regional Inspector General for Audit  
Russell Federal Building  
75 Spring Street, SW  
Atlanta, GA 30303

Provide copies of the audit transmittal letter to the following addresses:

- 1) Audit Services  
Office of the Comptroller  
Office of Justice Programs  
DOJ, Room 942  
633 Indiana Avenue, N.W.  
Washington, D.C. 20531
- 2) U.S. Marshals Service  
Prisoner Services Division  
600 Army-Navy Drive  
Arlington, Virginia 22202-4210

If additional guidance or further information is required, please contact Carolyn Dixon of the Programs & Assistance Team on (202) 307-9526. Your cooperation and continued support of the Cooperative Agreement Program is greatly appreciated.

Sincerely,

  
Surluta Schatzman, Chief  
Programs & Assistance Team  
Prisoner Services Division

Enclosures

*An Accredited Law Enforcement Agency*

T A B A

USMS COOPERATIVE AGREEMENT PROGRAM (CAP) ADMINISTRATIVE PROCEDURES  
FOR RECIPIENT FACILITIES

<u>PHASE</u>	<u>ACTION</u>
I - <u>Award</u>	<p>A. CAP Agreement is executed by the USMS and the recipient and funds are obligated for the Agreement by USMS Headquarters (HQs).</p> <p>B. A CAP Administrative package is provided to the recipient which includes administrative procedures, Schedule B from the CAP Agreement, Quarterly Progress Report formats (Schedule C), Reimbursement request sample and formats and a CAP Close-Out report (Schedule H).</p> <p>C. Recipient facility enters planning and design phase. Bids are let (if necessary).</p>
II - <u>Performance and Monitoring</u>	<p>A. Work begins.</p> <p>B. <u>Recipient CAP Records Management Responsibilities</u></p> <p>The recipient is responsible for establishing and maintaining a CAP file which should contain the following documentation:</p> <ol style="list-style-type: none"><li>(1) Copy of the executed CAP Agreement;</li><li>(2) Copies of any correspondence and CAP modifications authorized by USMS HQs;</li><li>(3) Copies of reimbursement requests (SF-270 and CAP Schedule E);</li><li>(4) Paid copies of invoices, bills, etc., which fully support all reimbursement requests made. All invoices, bills, etc., should be clearly marked with the CAP Project and agreement numbers for which they apply;</li></ol>

- (5) Copies of quarterly CAP Progress Reports (Schedule C);
- (6) Copy of the CAP Close-Out Report (Schedule H);
- (7) CAP administrative and financial records shall be made available for review upon request by the U.S. Marshal, USMS HQs, or a Federal audit agency;
- (8) CAP records shall be maintained for a period of at least three years following completion of all projects and final payment.

C. Monitorship and Reporting Responsibilities

- (1) The recipient is responsible for establishing adequate financial and administrative controls to ensure that:
  - The work and specific CAP projects authorized in Schedule "B" of the CAP Agreement are successfully completed and in accordance with established time frames.
  - That reimbursement requests submitted to the USM<sup>USMS</sup> are accurate and do not exceed authorized funding levels.
  - That the USM and USMS HQs are notified (in writing) of any problems, delays or requirements for modification identified.
- (2) The facility/local government is responsible for submitting through the USM (to USMS HQs - Prisoner Operations Division) a quarterly progress report (TAB C) whether work has actually begun or not. The quarterly report should be received by the USM no later than five working days after

the close of the quarter until all work is completed. It should be noted that in accordance with the terms and conditions of the CAP agreement (Article XI (c)), failure to submit progress reports may be interpreted as non-compliance.

- (3) The recipient shall submit written requests through the USM to the Chief, Prisoner Operations Division for approval of modifications required to the CAP Agreement (i.e., transfer of funds between projects, cancellation or changes in projects or the scope of work, time extensions, etc.).

D. Submission of Requests for Reimbursements

- (1) The Recipient Facility is responsible for drawing up an SF-270 (Request for Advance or Reimbursement) (TAB D). It is requested that a Schedule E (CAP Reimbursement Request Detail Sheet) (TAB E) also be completed and submitted with the SF-270 to facilitate USMS review and approval.
- (2) Copies of invoices or bills are not required to be submitted to the USM or USMS HQs (unless the State or local government which is not covered by Single Audit Act of 1984, i.e. receiving less than \$100,000.00 a year in federal financial assistance). However, the recipient must maintain a complete and up-to-date CAP financial file which will include copies of paid invoices or bills for financial review or audit purposes.
- (3) CAP payments are authorized on a reimbursement rather than on an advance basis.
- (4) Reimbursement requests may be

IMMIGRATION AND NATURALIZATION SERVICE  
SCHEDULE B  
COOPERATIVE AGREEMENT PLAN

AGREEMENT NO. <u>02-INS-01</u> GOVT. UNIT <u>Etowah County, AL</u> FACILITY <u>Etowah County Jail</u>			
ESTIMATED DATE OF PROJECT(S) COMPLETION <u>10-01-01</u>		*ESTIMATED DATE BEDS AVAILABLE <u>10-01-01</u> BEDS EXPIRE <u>10-01-16</u>	
PROJECT NUMBER	PROJECT DESCRIPTION	USMS FUNDING CEILING	
002-INS-01 PP	Construct additional floor on top of the jail.	\$8,400,000.00	
This schedule reflects the final cooperative agreement projects and their maximum allowable funding ceilings which have been approved by the INS. Attachments (as required) will show how the work will be accomplished, detailed project descriptions, plans, specifications, and questions.			
* These dates serve as pertinent CAP project time frames for bedspace availability. Any changes to these dates should be reflected on Schedule C, Recipient Quarterly CAP Progress Report. If the revised date exceeds a 90 day period, a modification to the cooperative agreement will be initiated.			

submitted as often as required by the recipient.

- (5) The recipient is responsible for ensuring that:
  - (a) The work performed or goods and services provided are within the scope of the work authorized in Schedule "B" of the executed CAP Agreement.
  - (b) The funds requested do not exceed the established project funding ceiling and the overall CAP funding ceiling.
- (6) Attached at TAB F is a complete sample CAP disbursement package. In this sample a total of 3 disbursements (\$50,000, \$500,000 and \$650,000, respectively) were made to complete the CAP Agreement. Total funding was \$1.2 million. Each disbursement example contains a completed SF 270 and Schedule E.

E. AUDIT COMPLIANCE RESPONSIBILITIES

- (1) The local government shall comply with OMB circular A-128, "Audits of State and Local Governments" and copies of the audit report shall be submitted to the appropriate cognizant agency and the Department of Justice Regional Audit office within 30 days after the audit.
- (2) The time frame to be covered by such audits is from the time of award of the CAP Agreement until the final payment by the Service and completion of all work authorized in CAP Schedule "B".

F. Close-Out Reporting Responsibilities and Final Payment

- (1) As soon as all work has been completed and prior to

authorization of final payment, the USM is required to perform a close out on-site inspection and submit a written report to USMS HQs.

- (2) The Prisoner Operations Division will complete a technical as well as a financial review before requesting the Office of the Comptroller to issue final payment.
- (3) After all work is completed and final payment is received, the recipient shall complete and submit a CAP Close-Out Report (Schedule H). Refer to TAB G for this format. The Close-Out Report must be submitted no later than 90 days after completion of the CAP Agreement and preferably as soon as final payment is received.
- (4) If applicable, any unexpended funds shall be returned to the USM.

T A B      B

RECIPIENT QUARTERLY CAP PROGRESS REPORT

**INSTRUCTIONS:** It is the responsibility of the recipient facility to prepare a CAP Progress report quarterly for the projects(s) shown below which have been authorized in the CAP agreement. The CAP Recipient should make additional copies of the report for future quarterly submission. If additional space is needed, this report can be continued on plain white bond paper. The complete report should then be submitted to the local INS Office who will review and forward it to the USMS Headquarters. If you have any questions or need additional guidance, please contact the CAP Program Administrator, on (202) 307-5100.

1. Facility Name: Etowah County Jail      2. INS CAP Agreement No.: 02-INS-01

3. CAP Project Number	Description	Funding Ceiling
001-INS-01 PP	Construct addition to jail	\$8,400,000.00
Total		\$8,400,000.00

4. Work Start Date: 11-15-00      5. Estimated Completion Date: 10-01-01

6. Funding Status:

	Funds Approved	Funds Obligated to Date	Balance Remaining
a. Local Funds			
b. INS Funds			
c. Total (a+b)			

7. Latest estimate of total cost \$\_\_\_\_\_ (If the cost estimate differs from the funds approved in item 6 above, please provide written justification as well as an explanation of how the additional funds required will be obtained.)

8. Progress to Date \_\_\_\_\_

9. Problems Noted (i.e., need for modifications, delays anticipated, etc.)

PREPARED BY: \_\_\_\_\_  
(name of local government official and title)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(INS Office)

SCHEDULE C

T A B      D

# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

Approved by Office of Management and  
Budget, No. 80-RO183

PAGE OF  
PAGES

1. TYPE OF  
PAYMENT  
REQUESTED

a. "X" one, or both boxes  
☐ ADVANCE ☐ REIMBURSE-  
MENT

b. "X" the applicable box  
☐ FINAL ☐ PARTIAL

2. BASIS OF REQUEST  
☐ CASH  
☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO  
WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER  
IDENTIFYING NUMBER ASSIGNED  
BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST  
NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION  
NUMBER

7. RECIPIENT'S ACCOUNT NUMBER  
OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST

FROM (month, day, year)

TO (month, day, year)

9. RECIPIENT ORGANIZATION

10. PAYEE (Where check is to be sent is different than item 9)

Name :

Name :

Number  
and Street :

Number  
and Street :

City, State  
and ZIP Code :

City, State  
and ZIP Code :

## 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ►	(a)	(b)	(c)	TOTAL
a. Total program outlays to date (As of date)	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

## 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

## 13. CERTIFICATION

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST  
SUBMITTED

TYPED OR PRINTED NAME AND TITLE

TELEPHONE (AREA  
CODE, NUMBER)

# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

Approved by Office of Management and  
Budget, No. 80-R0183

PAGE OF  
PAGES

1. TYPE OF  
PAYMENT  
REQUESTED

a. "X" one, or both boxes

☐ ADVANCE ☐ REIMBURSE-  
MENT

b. "X" the applicable box

☐ FINAL ☐ PARTIAL

2. BASIS OF REQUEST

☐ CASH

☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO  
WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER  
IDENTIFYING NUMBER ASSIGNED  
BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST  
NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION  
NUMBER

7. RECIPIENT'S ACCOUNT NUMBER  
OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST

FROM (month, day, year)

TO (month, day, year)

9. RECIPIENT ORGANIZATION

Name :

Number  
and Street :

City, State  
and ZIP Code :

Name :

Number  
and Street :

City, State  
and ZIP Code :

## 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

	(a)	(b)	(c)	TOTAL
PROGRAMS/FUNCTIONS/ACTIVITIES ►				
a. Total program outlays to date (As of date)	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

## 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

## 13. CERTIFICATION

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST  
SUBMITTED

TYPED OR PRINTED NAME AND TITLE

TELEPHONE (AREA  
CODE, NUMBER,  
EXTENSION)

# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

Approved by Office of Management and  
Budget, No. 80-RO183

PAGE OF  
PAGES

1. TYPE OF  
PAYMENT  
REQUESTED

a. "X" one, or both boxes  
☐ ADVANCE ☐ REIMBURSE-  
MENT

b. "X" the applicable box  
☐ FINAL ☐ PARTIAL

2. BASIS OF REQUEST  
☐ CASH  
☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO  
WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER  
IDENTIFYING NUMBER ASSIGNED  
BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST  
NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION  
NUMBER

7. RECIPIENT'S ACCOUNT NUMBER  
OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST

FROM (month, day, year)

TO (month, day, year)

9. RECIPIENT ORGANIZATION

Name :

Number  
and Street :

City, State  
and ZIP Code :

10. PAYEE (Where check is to be sent is different than item 9)

Name :

Number  
and Street :

City, State  
and ZIP Code :

## 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ►	(a)	(b)	(c)	TOTAL
a. Total program outlays to date (As of date)	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

## 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

## 13. CERTIFICATION

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER)

# REQUEST FOR ADVANCE OR REIMBURSEMENT

Approved by Office of Management and  
Budget, No. 80-RO183

PAGE OF  
PAGES

(See instructions on back)

1. TYPE OF PAYMENT REQUESTED

a. "X" one, or both boxes  
☐ ADVANCE ☐ REIMBURSEMENT

b. "X" the applicable box  
☐ FINAL ☐ PARTIAL

2. BASIS OF REQUEST

☐ CASH

☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST

FROM (month, day, year)

TO (month, day, year)

9. RECIPIENT ORGANIZATION

10. PAYEE (Where check is to be sent is different than item 9)

Name :

Name :

Number and Street :

Number and Street :

City, State and ZIP Code :

City, State and ZIP Code :

## 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ►	(a)	(b)	(c)	TOTAL
a. Total program outlays to date (As of date)	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

## 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

## 13. CERTIFICATION

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER)

T A B      E

CAP REIMBURSEMENT REQUEST DETAIL SHEET  
SCHEDULE E

NOTE: It is requested that the recipient complete this detail sheet and attach it to all requests for reimbursement (SF-270). Continuation sheets can be created by using another copy of a CAP Schedule E.

REQUEST NUMBER: \_\_\_\_\_ (Item 5 from SF-270)    DATE PREPARED: \_\_\_\_\_

FACILITY: Etowah County Jail AGREEMENT NUMBER: 02-INS-01

A. CAP FUNDING LEVEL CEILING: \$8,400,000.00

B. REIMBURSEMENT REQUESTED PRIOR TO THIS REQUEST: \_\_\_\_\_

C. AMOUNT OF THIS REIMBURSEMENT REQUEST: \_\_\_\_\_

D. TOTAL OBLIGATIONS TO DATE (b + c = d): \_\_\_\_\_

E. CAP FUNDING BALANCE REMAINING (a - d = e): \_\_\_\_\_

DETAILED DESCRIPTION OF GOODS AND SERVICES  
FOR WHICH REIMBURSEMENT IS REQUIRED

CAP PROJECT NUMBER	ITEM	ITEM COST	CUMULATIVE COST TO DATE BY CAP PROJECT
GRAND TOTAL			

**SCHEDULE E**

T A B F

S A M P L E

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>		Approved by Office of Management and Budget, No. 80-RO183		PAGE 1 OF 2 PAGES	
(See instructions on back)		1. TYPE OF PAYMENT REQUESTED a. "X" one, or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL		2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED U.S. Marshals Service, Prisoner Operations Division		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY CAP 01-86-84		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 1	
6. EMPLOYER IDENTIFICATION NUMBER		7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER		8. PERIOD COVERED BY THIS REQUEST FROM (month, day, year) TO (month, day, year) April 1, 1984 May 31, 1984	
9. RECIPIENT ORGANIZATION  Name : Smith County Jail  Number and Street : P. O. Box 1700  City, State and ZIP Code : Potomac, Virginia 22102		10. PAYEE (Where check is to be sent is different than item 9)  Name :  Number and Street :  City, State and ZIP Code :			
<b>11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED</b>					
PROGRAMS/FUNCTIONS/ACTIVITIES ▶		(a)	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) (May 31, 1984)		\$ 50,000.00	\$	\$	\$ 50,000.00
b. Less: Cumulative program income		- 0 -			- 0 -
c. Net program outlays (Line a minus line b)		50,000.00			50,000.00
d. Estimated net cash outlays for advance period		- 0 -			- 0 -
e. Total (Sum of lines c & d)		50,000.00			50,000.00
f. Non-Federal share of amount on line e		- 0 -			- 0 -
g. Federal share of amount on line e		50,000.00			50,000.00
h. Federal payments previously requested		- 0 -			- 0 -
i. Federal share now requested (Line g minus line h)		50,000.00			50,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances		1st month	- 0 -		- 0 -
		2nd month	- 0 -		- 0 -
		3rd month	- 0 -		- 0 -
<b>12. ALTERNATE COMPUTATION FOR ADVANCES ONLY</b>					
a. Estimated Federal cash outlays that will be made during period covered by the advance					\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period					
c. Amount requested (Line a minus line b)					\$
<b>13. CERTIFICATION</b>					
I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.		SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  TYPED OR PRINTED NAME AND TITLE John Hancock Sheriff, Smith County Jail			DATE REQUEST SUBMITTED 6/1/84  TELEPHONE (AREA CODE, NUMBER, EXTENSION) (703) 555-1234

This space for agency use

## S A M P L E

PAGE 2 OF 2CAP REIMBURSEMENT REQUEST DETAIL SHEET  
SCHEDULE E

NOTE: It is requested that the recipient complete this detail sheet and attach it to all requests for reimbursement (SF-270). Continuation sheets can be created by using another copy of a CAP Schedule E.

REQUEST NUMBER 1 (Item 5 from SF-270) DATE PREPARED 6/1/84FACILITY Smith County Jail CAP AGREEMENT NUMBER 01-86-84A. CAP FUNDING LEVEL CEILING: \$ 1,200,000.00B. REIMBURSEMENT REQUESTED PRIOR TO THIS REQUEST: -0-C. AMOUNT OF THIS REIMBURSEMENT REQUEST: 50,000.00D. TOTAL OBLIGATIONS TO DATE (b + c = d): 50,000.00E. CAP FUNDING BALANCE REMAINING (a - d = e): \$ 1,150,000.00DETAILED DESCRIPTION OF GOODS AND SERVICES  
FOR WHICH REEIMBURSEMENT IS REQUIRED

CAP PROJECT NUMBER	ITEM	ITEM COST	CUMULATIVE COST TO DATE BY CAP PROJECT
0001-84-FS	Purchase and install 2 dishwashers	13,000.00	
	Purchase and install walk-in refrigerators	15,000.00	
	Purchase and install ice-maker	2,000.00	
	SUB TOTAL PROJECT:	(30,000.00)	(30,000.00)
0002-84-PP	Architectural design fees & construction drawings of new wing	10,000.00	
	SUB TOTAL PROJECT:	(10,000.00)	(10,000.00)
0003-84-SC	Purchase & install closed circuit TV system	9,000.00	
	Install 15 gun lockers	1,000.00	
	SUB TOTAL PROJECT:	(10,000.00)	(10,000.00)
	GRAND TOTAL	(50,000.00)	(50,000.00)

S A M P L E

## REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED U.S. Marshals Service, Prisoner Operations Division		Approved by Office of Management and Budget, No. 80-R0183 PAGE 1 OF 2 PAGES	
6. EMPLOYER IDENTIFICATION NUMBER		7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	
9. RECIPIENT ORGANIZATION  Name : Smith County Jail  Number and Street : P. O. Box 1700  City, State and ZIP Code : Potomac, Virginia 22102		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY CAP 01-86-84  5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 2  8. PERIOD COVERED BY THIS REQUEST FROM (month, day, year) : June 1, 1984 TO (month, day, year) : July 31, 1984  10. PAYEE (Where check is to be sent is different than item 9)  Name :  Number and Street :  City, State and ZIP Code :	

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED				
PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) (July 31, 1984)	\$ 550,000.00	\$	\$	\$ 550,000.00
b. Less: Cumulative program income	- 0 -			- 0 -
c. Net program outlays (Line a minus line b)	550,000.00			550,000.00
d. Estimated net cash outlays for advance period	- 0 -			- 0 -
e. Total (Sum of lines c & d)	550,000.00			550,000.00
f. Non-Federal share of amount on line e	- 0 -			- 0 -
g. Federal share of amount on line e	550,000.00			550,000.00
h. Federal payments previously requested	50,000.00			50,000.00
i. Federal share now requested (Line g minus line h)	500,000.00			500,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month	- 0 -			- 0 -
2nd month	- 0 -			- 0 -
3rd month	- 0 -			- 0 -

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY	
a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

13. CERTIFICATION		
I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE John Hancock Sheriff, Smith County Jail	8/8/84  TELEPHONE (AREA CODE, NUMBER, EXTENSION) (703) 555-1234

This space for agency use

S A M P L E

PAGE 2 OF 2

CAP REIMBURSEMENT REQUEST DETAIL SHEET  
SCHEDULE E

NOTE: It is requested that the recipient complete this detail sheet and attach it to all requests for reimbursement (SF-270). Continuation sheets can be created by using another copy of a CAP Schedule E.

REQUEST NUMBER 2 (Item 5 from SF-270) DATE PREPARED 8/1/84

FACILITY Smith County Jail CAP AGREEMENT NUMBER 01-86-84

A. CAP FUNDING LEVEL CEILING: \$ 1,200,000.00

B. REIMBURSEMENT REQUESTED PRIOR TO THIS REQUEST: 50,000.00

C. AMOUNT OF THIS REIMBURSEMENT REQUEST: 500,000.00

D. TOTAL OBLIGATIONS TO DATE (b + c = d): 550,000.00

E. CAP FUNDING BALANCE REMAINING (a - d = e): 650,000.00

DETAILED DESCRIPTION OF GOODS AND SERVICES  
FOR WHICH REEIMBURSEMENT IS REQUIRED

[illegible]

## SAMPLE

REQUEST FOR ADVANCE OR REIMBURSEMENT		Approved by Office of Management and Budget, No. 80-RO183		PAGE OF 1 2 PAGES																																																																							
<p style="text-align: center;">(See instructions on back)</p> <p>3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED</p> <p style="text-align: center;">U.S. Marshals Service, Prisoner Operations Division</p> <p>6. EMPLOYER IDENTIFICATION NUMBER</p>		<p>1. TYPE OF PAYMENT REQUESTED</p> <p>a. "X" one, or both boxes</p> <p><input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT</p> <p>b. "X" the applicable box</p> <p><input checked="" type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL</p>		<p>2. BASIS OF REQUEST</p> <p><input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL</p>																																																																							
<p>7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER</p>		<p>4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY</p> <p style="text-align: center;">CAP 01-86-84</p>		<p>5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST</p> <p style="text-align: center;">3 (FINAL)</p>																																																																							
<p>9. RECIPIENT ORGANIZATION</p> <p>Name : Smith County Jail</p> <p>Number and Street : P. O. Box 1700</p> <p>City, State and ZIP Code : Potomac, Virginia 22102</p>		<p>8. PERIOD COVERED BY THIS REQUEST</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">FROM (month, day, year)</td> <td style="width: 50%;">TO (month, day, year)</td> </tr> <tr> <td style="text-align: center;">August 1, 1984</td> <td style="text-align: center;">January 4, 1985</td> </tr> </table>				FROM (month, day, year)	TO (month, day, year)	August 1, 1984	January 4, 1985																																																																		
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This space for agency use

S A M P L E

PAGE 2 OF 2

CAP REIMBURSEMENT REQUEST DETAIL SHEET  
SCHEDULE E

NOTE: It is requested that the recipient complete this detail sheet and attach it to all requests for reimbursement (SF-270). Continuation sheets can be created by using another copy of a CAP Schedule E.

REQUEST NUMBER 3 (Item 5 from SF-270) DATE PREPARED 1/4/84  
(CLOSEOUT)  
FACILITY Smith County Jail CAP AGREEMENT NUMBER 01-86-84

A. CAP FUNDING LEVEL CEILING: \$1,200,000.00  
B. REIMBURSEMENT REQUESTED PRIOR TO THIS REQUEST: 550,000.00  
C. AMOUNT OF THIS REIMBURSEMENT REQUEST: 650,000.00  
D. TOTAL OBLIGATIONS TO DATE (b + c = d): 1,200,000.00  
E. CAP FUNDING BALANCE REMAINING (a - d = e): - 0 - (FINAL)

DETAILED DESCRIPTION OF GOODS AND SERVICES  
FOR WHICH REEIMBURSEMENT IS REQUIRED

CAP PROJECT NUMBER	ITEM	ITEM COST	CUMULATIVE COST TO DATE BY CAP PROJECT
0001-84-FS	Renovation of kitchen & dining area	130,000.00	
	Purchase of 20 dining room tables and 80 chairs	10,000.00	
	Project Complete SUB TOTAL PROJECT:	(140,000.00)	( 170,000.00)
0002-84-PP	Completion of construction of new wing plus payment for retainage	460,000.00	
		50,000.00	
	Project Complete SUB TOTAL PROJECT:	(510,000.00)	(1,000,000.00)
0003-84-SC	No expenditures-Project Complete	( - 0 )	( 30,000.00)
	GRAND TOTAL	(650,000.00)	(1,200,000.00)

RECIPIENT CAP AGREEMENT FINANCIAL CLOSEOUT REPORT  
SCHEDULE H

**INSTRUCTIONS:** No later than 90 days after final payment has been received from the USMS, it is requested that the recipient submit a CAP Financial Close Out Report to the local INS District Director who will review and forward it to USMS HQs. If you have any questions or need additional guidance, please contact your CAP Program Administrator, at the Prisoner Services Division, USMS, on (202) 307-5100.

1. Facility Name: Etowah County Jail 2. INS CAP No.: 02-INS-01  
3.

CAP Project Number	Description	Final Cost
002-INS-01 PP	Construct additional floor on top of jail.	\$8,400,000.00
		\$
		\$
		\$
Total		\$8,400,000.00

4. Work Start Date: \_\_\_\_\_ 5. Work Completion Date: \_\_\_\_\_

6. Date Final Payment Received from U.S. Marshals Service: \_\_\_\_\_

7. Certification Statement:

I certify that all work authorized in the CAP Agreement has been completed satisfactorily and full payment has been received from the U.S. Marshals Service.

PREPARED BY: \_\_\_\_\_  
Local Government (Name and Title)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(U.S. Marshal)

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Assistant Director for Prisoner Services Division

**NOTE:** If the overall completion date extends beyond the date specified in the CAP Agreement, the CAP Recipient shall request in writing a modification of the agreement to extend the date. Also, the Recipient Quarterly CAP Progress Report, Schedule C, shall be submitted until project completion.

SCHEDULE H

**TURNBACH & WARREN, P.C.**

ATTORNEYS AT LAW

CHESTNUT AT SECOND/SUITE A

P.O. BOX 129/200 CHESTNUT STREET

GADSDEN, ALABAMA 35902

JAMES E. TURNBACH  
HOWARD B. WARREN  
LAURA T. LLOYD  
JASON E. KNOWLES

256-543-3664  
FAX 256-543-3674

August 24, 2001

Mr. David W. Akins, CEO  
Etowah County Commission  
800 Forrest Avenue  
Gadsden, Alabama 35901

Re: Contract between Etowah County Commission  
and Etowah County Sheriff James Hayes  
(Immigration and Naturalization Service)

---

Dear David:

Please give me a call when you get back regarding the enclosed.

Sincerely yours,

TURNBACH & WARREN, P.C.



James E. Turnbach

JET/cb

Enclosures

STATE OF ALABAMA     }  
COUNTY OF ETOWAH    }

CONTRACT BETWEEN THE ETOWAH COUNTY COMMISSION  
AND ETOWAH COUNTY SHERIFF JAMES HAYES;  
AND RESOLUTION ADOPTING CONTRACT

THIS AGREEMENT is entered into between the Etowah County Commission (hereinafter referred to as Commission), and Etowah County Sheriff James Hayes (hereinafter referred to as Hayes).

WHEREAS, on or about the first day of November, 2000, the Etowah County Commission and Sheriff James Hayes entered into a contract with the Immigration and Naturalization Service, which was called an Intergovernmental Cooperative Agreement number 02-INS-01; and

WHEREAS, the execution of the Intergovernmental Cooperative Agreement number 02-INS-01 was the culmination of an agreement between the Etowah County Commission and Sheriff Hayes as to the mutually beneficial results that could be achieved among the Commission, Hayes and the citizens of Etowah County with respect to the Commission and Hayes accepting prisoners/detainees of the United States Department of Justice, Immigration and Naturalization Service; and

WHEREAS, the Commission and Hayes have agreed on the division of the income which is to be derived from the Intergovernmental Cooperative Agreement number 02-INS-01; and

WHEREAS, the division of the income to be derived is based upon the recognition by the Commission and Hayes as to their respective obligations, duties, efforts, work, financial responsibilities and budgetary requirements; it is

THEREFORE MUTUALLY AGREED that in consideration of the mutual covenants and promises referred to herein and in further consideration of the execution by the parties hereto of the Intergovernmental Cooperative Agreement Number 02-INS-01, which is incorporated herein by reference, and made a part hereof as if set out verbatim herein, and for other good and valuable consideration, the receipt of which is specifically and directly acknowledged by both parties hereto, Commission and Hayes agree to, and promise and covenant to be bound by, the following resolution:

**RESOLUTION OF THE ETOWAH COUNTY COMMISSION**

The Etowah County Commission and the Etowah County Sheriff James Hayes are hereby entering into an agreement on the distribution of revenue from housing Federal inmates with the Immigration and Naturalization Service. This agreement binds the parties to a distribution of revenue (hereafter called proceeds) from the housing of Federal inmates after the new addition to the detention center is complete. This agreement is expected to benefit all of the citizens of

Etowah County. The Etowah County Commission has make the financial arrangements for this endeavor possible as the governmental entity for the County, and the Etowah County Sheriff will be responsible for the operations for Federal inmate housing. Since both parties provide a different, but essential role in this joint venture, it is proper that both parties should reap a financial benefit to enhance their operations. For this reason, the Etowah County Commission and the Etowah County Sheriff agree to the following:

- 1). In agreement with the Sheriff, the Etowah County Commission will float a bond issue to cover various improvements to the detention center, above and beyond what the INS has agreed to pay (INS agreed to pay up to \$8.4 million). The improvements to be made include, among other improvements to the detention center, a new area to house female inmates. The financial sums necessary to pay and amortize the annual debt service requirements for this bond issue (principal and interest), will be taken out of the first of all proceeds during each fiscal year for the life of the fifteen-year bond issue.
- 2). After the financial obligations described in paragraph number one (1) are satisfied, the Etowah County Commission will receive 30 percent of the gross proceeds net of the said annual debt service requirements. The 30 percent will be applicable for all proceeds that are derived from a \$30.00 per inmate day rate, or less, paid under the terms and conditions of the INS contract with the Commission and Sheriff Hayes.
- 3). If and when the inmate day rate exceeds \$30.00 per inmate day, the Sheriff and the Etowah County Commission will equally divide the increase in proceeds.
- 4). After items one (1), two (2), and (if applicable) three (3) have been satisfied, all expenses directly or indirectly attributable to the housing of INS prisoners will be deducted from the remaining proceeds. Some of these expenses include, but are not limited to the following: Salaries and benefits for additional personnel, utilities, inmates' nutritional costs, medical costs, equipment and supplies for additional personnel, training for additional personnel and any other costs that is directly or indirectly attributable to the operations of housing Federal inmates.
- 5). After items one (1), two (2), three (3) (if applicable), and four (4) have been completely satisfied, the proceeds then remaining will be paid to the Etowah County Sheriff's Law Enforcement Fund. However, if the local legislative delegation passes any bill that mandates a deputy pay raise, then the total costs of such a pay increase, including benefits and employer contributions, will be deducted from the Sheriff's portion of the remaining proceeds before any amounts are paid to his Law Enforcement Fund. The purpose of this paragraph 5) is to insure, with the agreement of the Sheriff, that the County shall be held harmless and indemnified from the INS funds for any pay increase enacted by the Alabama Legislature affecting the employees of the Office of the Sheriff, the Detention Center, and all support personnel in said offices.
- 6). All checks for the housing of Federal inmates will be issued and mailed directly to the Etowah County Commission by the INS. The Etowah County Commission's office will make a copy of these checks for the Sheriff's Department. The Sheriff will execute any letter deemed necessary by the Commission in order to effect the terms of this paragraph.

7). Any dispute between the Commission and Sheriff Hayes as to the amount of INS expenses charged against Sheriff's portion of the funds to be distributed shall be resolved by the utilization of mandatory arbitration, the cost of which shall be borne equally by both parties hereto.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Mr. W. H. (Butch) White, Commissioner - District 1

\_\_\_\_\_  
Mr. Brian Bishop Commissioner - District 2

\_\_\_\_\_  
Mr. John S. Mosley, Commissioner - District 3

\_\_\_\_\_  
Mr. Autry Works, Commissioner - District 4, Chairman

\_\_\_\_\_  
Mrs. Alice Bruce Presley, Commissioner - District 5

\_\_\_\_\_  
Mr. Billy Ray Williams, Commissioner - District 6

ATTEST:

\_\_\_\_\_  
David W. Akins, CEO

Approved and agreed to prior to passage by the Etowah County Commission:

\_\_\_\_\_  
James Hayes, Sheriff of Etowah County

the Law Offices of  
**RHEA, BOYD, RHEA & COGGIN**

930 Forrest Avenue

P. O. Box 8486

GADSDEN, ALABAMA 35902

Telephone: 256-547-6801

Facsimile: 256-549-0271

To: James Jurnbach Date: 8/23/01  
Fax Number: \_\_\_\_\_ Pages: 3, including cover sheet.

From: Clarence F. Rhea \_\_\_\_\_  
Charles Y. Boyd \_\_\_\_\_  
Donald R. Rhea ☒ \_\_\_\_\_  
Richard A. Rhea \_\_\_\_\_  
Gina D. Coggin \_\_\_\_\_

Message: F.Y.I. Wes and I look forward to  
seeing you shortly.

Secretary: Nina \_\_\_\_\_ Debbie \_\_\_\_\_ Cathy \_\_\_\_\_ Nancy \_\_\_\_\_  
Tina \_\_\_\_\_ Gail \_\_\_\_\_ Anna ☒ \_\_\_\_\_ Mandy \_\_\_\_\_  
Boki \_\_\_\_\_ Stacy \_\_\_\_\_ Justin \_\_\_\_\_

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(256) 547-6801 and speak with Anna or Boki.*

## AGREEMENT BETWEEN ECSD AND ECC

THE PARTIES ENDEAVOR to recognize that they must enter into a working agreement that will respect the interest, concerns and obligations of the parties, viz-a-viz: the implementation of the INS Agreement. Toward this end, the parties agree to the following:

### I

The parties recognize that substantial sums of monies must be expended to satisfy the parties obligation that they have imposed upon themselves under the INS Agreement. Attached, is an itemization of general obligations the parties recognize that they will incur in satisfying the INS obligation. It is recognized by the parties that this list is not exhaustive but is closely representative.

### II

The parties agree that they will meet and confer in good faith on a regular and ongoing basis to monitor and agree to ¶I above.

### III

The parties agree that in the event a dispute arises with respect to the implementation to ¶I above and that after a good faith negotiation, the dispute cannot be resolved between the parties, the parties will invoke an acceptable dispute resolution procedure.

### IV

The parties agree that any monies that is realized from the INS Agreement after the obligations incurred consistent with ¶I above have been satisfied, the parties will divide the remaining monies on a percentage basis, with sixty percent going to the Etowah County Sheriff's Department\* and forty percent going to the Etowah County Commission.

### V

In the event there is a modification or change with respect to the INS obligation and responsibility to pay monies (and the modification or change causes an increase on the daily rate to be paid by INS), then to the extent there is an increase in monies, the parties agree that the monies will be divided on a fifty-fifty basis. This fifty-fifty split will only be involved with respect to any increase that is recognized from an INS modification of agreement. In other words, if prior to a modification, there is a totally of One Million Dollars that is realized by the parties, then Six Hundred Thousand Dollars will go to the Etowah County Sheriff's Department and Four Hundred Thousand Dollars will go to the Etowah County Commission consistent with ¶IV above. If, under the modified agreement, the total amount of monies to be paid is One Million Five Hundred Thousand Dollars, then with respect to the One Million Five Hundred

Thousand Dollars, the first One Million Dollars will be divided on a sixty-forty basis as set out above and the remaining Five Hundred Thousand Dollars would be divided on a fifty-fifty basis. By utilizing these numerical figures, it is recognized that these figures are for descriptive purposes only and is not an acknowledgment or recognition by either party (or anyone else) as to the actual amount of monies that might be deemed or realized by the parties after the satisfaction of the provisions of ¶I above.

Concepts With Respect to Dispute Resolution Procedure:

The parties will agree to freely share all information.

The parties agree to meet and confer at any time there is a dispute or concern with respect to the dispute resolution procedure and information will be provided.

The parties agree that there will be no formal legal process necessary and that it will be recognized that the parties will strive to maintain an informal procedure.

The parties agree that hearsay evidence can be offered, although the fact that the evidence is hearsay can be considered by the decisionmaker in giving weight to the hearsay evidence.

The parties agree to utilize the dispute resolution procedure established by the State Bar and will solicit from the dispute resolution arm of the Alabama State Bar, five names. The parties will privately rank each name and the State Bar will select that person who is highest ranked from the parties selection process to be the decisionmaker. It would be further understood and agreed that none of the persons on the five man list can either practice or reside in Etowah County.

\*It is recognized that the Etowah County Sheriff's Department is a descriptive name only, the legal entity to receive these monies is that individual sitting as Sheriff of Etowah County who will accept obligations under Alabama law with respect to the appropriate and proper dispensation of said monies.

MEMO

TO/FROM: DRR

DATE: 08/16/01

RE: SHERIFF HAYES - INS

¶1 - The repayment proceeds will be prorated in twelve equal installments that will match amount of bond repayment required per year. In the event the County is required to expend funds in excess of the bond issue that will be floated for purposes of covering the improvements described herein, the parties agree to meet and negotiate with respect to the source of the funding that will be responsible for repaying the excess expenditures by the County.

This  
must  
match  
Bond  
Payment

¶2- [I will want to remove the word or less in the second sentence of this paragraph].

¶3- Remove and replace with the following: In the event the amount of inmate day rate changes from its anticipated \$30.00 per day rate, then and under those circumstances, the parties to this agreement will agree to meet and negotiate in good faith the division of the monies that will be paid under the modified or adjusted rates.

In the event the parties cannot arrive at a mutually agreeable arrangement with respect to the paragraph (after good faith negotiations) the parties agree to submit the matter to the non-binding arbitration provision established by the Supreme Court of the State of Alabama. However, the parties do agree that the settlement will be binding on both parties.

¶4- Take out words or indirectly, to read directly. After salaries and benefits for additional personnel [hired in response to the increase in housing of INS prisoners], utilities, inmates' nutritional cost, medical cost, equipment and supplies for additional personnel [directly attributable to the housing of INS prisoners].

¶5- It is anticipated pursuant to this agreement that the employees of the Etowah County Sheriff's Department and the Etowah County Detention facility will experience a modification and to some degree an actual reduction in benefits that they are currently enjoying through their employment with Etowah County. It is agreed between the parties that to the extent the County anticipates or realizes a savings as a result of the streamline and modification of benefits, then those savings will be used to fund an increase in wages and salaries for the members of the Etowah County Sheriff's Department and the Etowah Detention facility. Only after the monies which are realized are derived from the savings are exhausted will the funds that are realized as a result of this agreement,

being  
mentioned

\*\*\*\*\* The parties need to come together and identify those elements that would be included in the costs associated with meeting the terms and conditions of the INS agreement, that is, the cost to the Commission Office, the cost to the Sheriff's Department, the cost to the Jail to fulfill the County and the Sheriff's obligations to the INS. Once we agree on what that cost is, that will be paid out of the INS funds, all monies remaining (all monies that are left over after the costs of goods sold) will be divided between the County and the Sheriff/Detention facility office on a 60 (for the Sheriff/Detention facility) and 40 (County Commission Office) basis.

50/50

It further needs to be clearly understood and agreed that the only thing that will be considered in that item, Cost of Goods Sold, with respect to the INS deal, are those expenses that are directly associated with fulfilling the obligations to the INS.

I might want to do an introductory statement to the proposal that we are going to offer, at least a general outline of what we are going to offer that says: It is recognized by the parties that the concept of housing Immigration Naturalization Inmates was initiated by James Hayes, Sheriff of Etowah County and various supervisory employees within the Sheriff's Department. It is further understood between the parties that in the event the parties were successful in consummating an agreement with the Immigration Naturalization Service for the purpose of INS prisoners that the initial use of the funds that would be generated from said program (after expenses associated with complying with the agreement had been met) would be to provide appropriate increases in compensation for the Etowah County Sheriff's Department and employees of the Etowah County Detention facility. This was in contemplation and recognition of the fact that in order to successfully garner a contract with the INS, the members of the Etowah County Sheriff's Department and more specifically, the Etowah County Detention Facility would be required to expend substantial hours of service, elevate their level of competency to a difficult obtainable goal and would be required to make personal self-sacrifice with respect to job accommodations and conditions.

As it now appears through the efforts of the parties and specifically through the efforts of the employees of the Etowah County Sheriff's Department and Etowah County Detention Facility, a contract or agreement with the Immigration Naturalization Service has been or soon will be consummated that after the cost of complying with the contracted entered into by and between these parties and the INS has been met, the parties agree to recognize that the funds realized from the consummation of the agreement, will as a priority, be utilized to properly and adequately compensate the employees of the Etowah County Detention Facility and the Etowah County Sheriff's Department as had been contemplated at the outset of this venture.

It is further recognized that an ancillary benefit to the citizens of Etowah County (and more specifically to the taxpaying citizens of Etowah County) from the consummation of this agreement is the addition to the Etowah County Detention Facility of a ninety-two (92) bed women's housing unit. In entering into this agreement the parties recognize and agree that this addition would be mandatory and necessary (under the current circumstances) even if the agreement entered into with the INS had not been consummated. Therefore, the parties recognize and agree that the fact that, as a part of the cost of goods sold, the repayment of the bond issue for the construction of the women's housing unit will be derived from the INS funds that are realized as a result of the agreement constitutes a significant release of obligation on the part of the taxpayers of Etowah County (and therefore the Etowah County Commission) and constitutes a significant relief to the financial burden of the Etowah County Commission.

## MEMO

TO/FROM: DRR

DATE: 08/16/01

RE: SHERIFF HAYES - INS

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INS Memo

Page Two

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