

UNITED STATES DEPARTMENT OF JUSTICE

UNITED STATES MARSHALS SERVICE

INTERGOVERNMENTAL
COOPERATIVE AGREEMENT

NUMBER 17-18-83

This Agreement is entered into between the United States Marshals Service and Nassau County Sheriff's Office and Board of County Commissioners in accordance with the terms and conditions of Articles I through XII and Schedules A and B attached hereto.

The below individuals are authorized by law to accept and commit to this Agreement for and on the behalf of the:

UNITED STATES MARSHALS SERVICE

SIGNATURE: 

TYPED NAME: Howard Safir

TITLE: Assistant Director for Operations

ADDRESS: One Tysons Corner Center
McLean, Virginia 22102

DATE: 7/14/83

COUNTY OF NASSAU, FLORIDA

SIGNATURE: 

TYPED NAME: R. W. Dougherty

TITLE: Sheriff, Nassau County

ADDRESS: Post Office Box 774
Fernandina Beach, Florida
32034

DATE: 7-19-83

ARTICLE I

PURPOSE:

The purpose of this Cooperative Agreement is to establish a legal relationship between the United States Marshals Service (USMS) and Nassau County Sheriff's Office and Board of County Commissioners (NCSO & BCC). This Agreement is predicated upon the Federal requirement for detention space and service and the local government's provision of such services. All articles and schedules of this Agreement are binding upon the execution of this agreement by both parties.

ARTICLE II

ASSURANCES:

The Cooperative Agreement provides for Federal participation in the funding of local governmental jail construction, renovation or improvement programs. A local government receiving Federal funds is required to assure and certify that it will, as a condition of receiving the funds, comply with applicable Federal laws and regulations governing Grants and Cooperative Agreements. By acceptance of this Agreement the NCSO & BCC so assures and certifies it will comply with the provisions, guidelines, regulations, and laws listed in Schedule A of this Agreement.

ARTICLE III

COOPERATIVE AGREEMENT PLAN (CAP):

- A. Negotiations between the NCSO & BCC and the USMS have resulted in a formulation of a Cooperative Agreement Plan which is incorporated as Schedule B of this Agreement.
- B. Requests for modifications, deletions or additions to the Plan may be made by the NCSO & BCC submitting a formal written request to the Assistant Director for Operations, United States Marshals Service or his designee who must approve all changes in writing.
- C. The NCSO & BCC has verified and ensures that all project(s) specified on Schedule B meet applicable state and local laws, standards, policies, procedures or court orders governing or established for a detention facility.

ARTICLE III (CONTINUED)

- D. It is the responsibility of the NCSO & BCC to plan, initiate, and oversee the completion of the project(s); to prepare Monthly Progress Reports and requests for progress payments; to certify the accuracy of contractor and vendor billings; to ensure the cost efficient and timely completion of projects; and to immediately notify the U.S. Marshal of any issues or problems real or anticipated which might affect the completion of the project(s) within the time frame and cost ceilings established in Schedule B.
- E. It is the responsibility of the U.S. Marshal or his designee to make periodic inspections of the project(s) underway; to review and certify progress and final payment vouchers submitted by the NCSO & BCC; and to review any proposed changes or modifications to this Agreement.

ARTICLE IV

FUNDING LEVEL:

- A. The USMS will provide Federal funding in an amount not to exceed \$325,000 for the project(s) listed on Schedule B from the support of U.S. Prisoners Appropriation for Fiscal Year 1983.
- B. The NCSO & BCC accepts responsibility for any or all costs associated with the project(s) which exceed the level of Federal funding provided.
- 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 issued by the Assistant Director for Operations or his designee.

ARTICLE V

SERVICE AND SPACE GUARANTEE:

- A. The NCSO & BCC agrees to accept and provide detention space and services for three (3) to five (5) Federal prisoners each day upon the request of the U.S. Marshal from the date of acceptance of the Agreement until the completion of the projects listed on Schedule B.
- B. The NCSO & BCC agrees to accept and provide detention space and services for fifteen (15) Federal prisoners each upon the request of the U.S. Marshal at the Nassau County detention facilities for a period of ten (10) years commencing on the date of completion of the projects listed on Schedule B and the fulfillment of payments by the USMS.
- C. Services will be performed under the provisions of the Intergovernmental Service Agreement (IGA) entered into by the USMS and executed by the NCSO & BCC.
- D. The IGA will remain in effect at least through the period specified in Article VB.

ARTICLE VI

FINANCIAL PROVISIONS:

- A. The USMS will obligate and reserve the total amount of funds established under this Agreement. Invoices for partial or progress payments against work completed will be accepted from the NCSO & BCC on a monthly basis by the U.S. Marshal.
- B. All invoices submitted for payment will include such detailed supporting documents that will permit comparison to the Cooperative Agreement Plan (Schedule B). All invoices submitted will be subject to an on-site monitoring inspection by the U.S. Marshal or his designee. Each invoice will indicate the project(s) against which it is to be applied and the amount of reimbursement requested.

ARTICLE VI (CONTINUED)

- C. Copies of all invoices received and certified as correct for payment by the U.S. Marshal will be submitted to the Chief, Prisoner Support Division for audit, entry, and authorization before a payment is issued to the NCSO & BCC.
- D. The NCSO & BCC certifies that no invoice will be submitted for work, materials or services which have been previously funded from Federal funds from any other source.
- E. The NCSO & BCC will maintain such books, records, documents, evidence, and accepted accounting procedures and practices which will accurately reflect all costs relating to this Agreement for a period of at least three years following completion of the projects and final payment.
- F. Requests for advance payments may be submitted in writing to the Chief, Prisoner Support Division. Such requests shall be limited to the amount necessary to initiate a project.

ARTICLE VII

DISPUTES:

All questions of interpretation of any or all parts of this Agreement shall be first addressed and resolved by negotiation between the representative(s) of the NCSO & BCC and the Chief, Prisoner Support Division. Any disputes not resolved will be referred to the Assistant Director for Operations and Chief Executive Officer of the NCSO & BCC.

The Director, United States Marshals Service will be the final deciding official in all disputes concerning this Agreement unless, otherwise, disposed of in a court of law..

ARTICLE VIII

STOP WORK:

- A. The Assistant Director for Operations or his designee may issue and the NCSO & BCC will accept a written order to hold or Stop Work on one or more projects funded under this Agreement for a period of 30 days. Such orders will be issued pursuant to sufficient cause, such as reason to believe work is being performed outside of the terms of Schedule B of for financial improprieties found during a monitoring inspection or voucher and records audit.
- B. A Stop Work Order may be continued, cancelled or reissued as an order of termination.
- C. The NCSO & BCC 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 NCSO & BCC 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 NCSO & BCC are refunded in full to the USMS. All terminations notices shall be made in writing by the NCSO & BCC to the Assistant Director for Operations.
- B. This Agreement may be terminated by the USMS at any time prior to the completion of project(s) listed in Schedule B. Such terminations may be the result of the failure of the NCSO & BCC to start or complete a project in accordance with Schedule B or for a violation of the Agreement. All termination notices shall

be made in writing by the Assistant Director for Operations to the NCSO & BCC.

- 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 by mutual agreement.

ARTICLE X

BREACH OF AGREEMENT:

- A. In the event detention space and services are not provided to the level guaranteed, unless as a result of fire, riot or act of God or other emergency acceptable to the USMS, the NCSO & BCC will reimburse the USMS for all funding provided by this agreement, and for all costs associated with the relocation of Federal prisoners to another facility including any jail costs over and above the rate paid to the NCSO & BCC.
- B. The provision of Article X A will be exercised by the USMS only after violation(s) of the provisions for guaranteed space has been established, and negotiations between the USMS and NCSO & BCC have not resulted in a mutually acceptable resolution and a written notice of Breach of Agreement has been issued by the Assistant Director for Operations.

ARTICLE XI

REPORTS:

- A. A progress report shall be submitted within ten days of the close of each month by the NCSO & BCC to the U.S. Marshal. The report shall include a narrative discussion of each project funded in Schedule B and shall include information concerning the date the project was started, % of completion, target completion date, expenditures and obligations to date, total payments received from the USMS and the balance remaining in the project account.

- B. A final report shall be submitted at the completion of all projects showing all information required in Article XI A, the date of completion and a statement that the Cooperative Agreement Program is completed.
- C. Failure to submit monthly reports may be interpreted as non-compliance with this Agreement.

ARTICLE XII

The following individuals are identified as Program Participants and signatories to this agreement:

1. Joseph B. Enders, Chief
Prisoner Support Division
United States Marshals Service JB Enders
DATE: July 12, 1983
2. Howard Safir
Assistant Director
for Operations
United States Marshals Service Howard Safir
DATE: 7/14/83
3. Richard L. Cox
United States Marshal
Middle District of Florida Richard L. Cox Jr.
DATE: 26 July 1983
4. R. W. Dougherty
Sheriff, Nassau County
Fernandina Beach, Florida R. W. Dougherty
DATE: 7-19-83
5. Tim Groat
Captain, Administrative
Services
Nassau County Sheriff's Office Tim Groat
DATE: 7-19-83

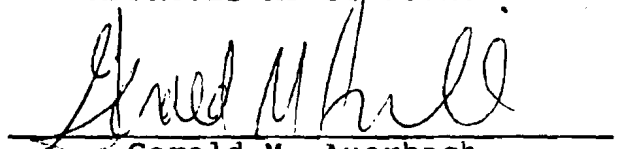
ARTICLE XII (CONTINUED)

6. Gene Blackwelder
Chairman, Board of
County Commissioners
Nassau County, Florida



DATE: 7-19-83

APPROVED AS TO FORM:



Gerald M. Auerbach
Legal Counsel
United States Marshals Service

DATE: 7/13/83

UNITED STATES MARSHALS SERVICE

CAP. NO. 17-18-83

COOPERATIVE AGREEMENT

The Participant hereby assures and certifies compliance with the below listed regulations, policies, guidelines, and requirements including OMB Circular A-87 and A-102, as they relate to the Project.

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, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant 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 (P.L. 88-352) and in accordance with Title VI of that Act, 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 USC 2000d) 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 benefiting 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 (F.L. 91-646) 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.
9. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102.
10. It will insure 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.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires on and after March 2, 1975, 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. 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.
12. 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.

UNITED STATES MARSHALS SERVICE
SCHEDULE B
COOPERATIVE AGREEMENT PLAN

CAP AGREEMENT NO. 17-18-83

PREPARED BY A. Ralph Zurita

FACILITY Nassau County

GOVT. UNIT Nassau County

DATE RECEIVED 6/13/83

PROJECT NO.	PROJECT DESCRIPTION	USMS FIXED MAXIMUM FUNDING CEILING	START DATE	COMPLETION DATE	ATTACHMENT NUMBER
0027-18-83 PP	Install 24 bed minimum security wing.	\$225,000	1/84	4/84	
0028-18-83 FS	Renovate and expand kitchen facility.	20,000	10/83	11/83	
0029-18-83 SE	Install sprinkler system, fire resistant glass, stairway, and exit.	55,000	10/83	11/83	
0030-18-83 MC	Add a medical room and storage to minimum security wing.	25,000	11/84	4/84	
		Total <u>\$325,000</u>			

This schedule reflects the final Cooperative Agreement Projects and their maximum allowable funding ceilings which have been negotiated and approved by the U.S. Marshals Service. Attachments will show how the work will be accomplished, details of the negotiations, detailed project descriptions, plans, specifications, and quotations.

ACCEPTED BY: J. B. Emmons
SIGNATURE

7/12/83
DATE

ACCEPTED BY: [Signature]
SIGNATURE

7-19-83
DATE

TITLE: Chief, Prisoner Support Division

TITLE: Sheriff, Nassau County