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Office of the Sheriff

Jesse Jahner, Sheriff

April 11, 2022

Mr. Rick Steen, Commission Chair
Cass County Commission
via email

Dear Chairman Steen,

Attached to this letter is a proposed addendum to our existing contract with the US Marshals Service.. This addendum is a nationwide alteration that the US Marshals are seeking with all of their contracted agencies.

I have conferred with the Chief Deputy US Marshal for North Dakota regarding these proposed updates to our contract, and we are in agreement that Cass County is already substantially compliant with all of the proposed changes, and would need only to implement those changes relating to Inmate Voting education and access.

The proposed changes have been submitted to and reviewed by the Cass County State's Attorney Office, and they have no concerns.

I request submission to the Commission via the next regular agenda to seek approval to sign this addendum.

Sincerely,

Capt. Andrew Frobig
Jail Administrator

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Fargo, North Dakota 58107-0488
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450 34th Street South
Fargo, North Dakota 58103
Phone: 701-271-2900
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**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 59-02-0016	2. Effective Date February 1, 2022	3. Facility Code(s) 8NF	4. Modification No. 1	5. DUNS No. N/A
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		7. Local Government CASS COUNTY JAIL 450 34TH ST S FARGO, ND 58103		
8. Appropriation Data 15X1020		9. Per-Diem Rate N/A	10. Guard/Transportation Hourly Rate N/A	
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to add the following revisions to the current IGA:</p> <ol style="list-style-type: none"> 1. Replacing "Purpose of Agreement and Security Provided" section with Addendum #1 (see attached) 2. Adding new language to "Medical Services" section pertaining to Covid-19 and other infectious diseases (see Addendum #2 attached) 3. Adding "Pregnant or Post-Partum Prisoners" language to all Guard Services' sections (see Addendum #3 attached) 4. Adding new "Video Teleconferencing" section (see Addendum #4 attached) 5. Adding new "Voter Registration" section (see Addendum #5 attached) 6. Adding new "Body Camera Information Requests" section (see Addendum #6 attached) 7. Adding new language to "Restrictive Housing and Suicide Prevention" (see Addendum #7) <p style="text-align: center;">NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS CHANGE</p>				
12. 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 ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
<p>A. LOCAL GOVERNMENT</p> <p>_____</p> <p style="text-align: center;"><i>Signature</i></p> <p>_____</p> <p>TITLE DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p>_____</p> <p style="text-align: center;"><i>Signature</i></p> <p>Assistant Chief, Procurement</p> <p>_____</p> <p>TITLE DATE</p>		

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Addendum #1:

• **Administration**

1. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this modification). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement.
2. The FPBDS can be found at: <http://www.usmarshals.gov/prisoner/detention-standards.htm>
3. CASS COUNTY JAIL shall comply with Congressional mandates, federal laws, Executive Orders and all existing CASS COUNTY JAIL policies. CASS COUNTY JAIL shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.
4. All work assignments for unsentenced Federal prisoners must be voluntary.
5. The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief, or their designee and to the USMS Prisoner Operations Division (POD) at PODCoCInquiries@usdoj.gov.
6. The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.
7. The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.
8. The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.
9. The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.
10. The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.
11. The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate. The Local Government shall provide safe and clean space and items for proper prisoner hygiene.
12. The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.
13. The Local Government shall properly inventory, store, and return prisoner property upon release.
14. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.
15. The Local Government shall prohibit discrimination on the basis of disability, race, gender, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

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16. The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.
17. The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners

Addendum #2

• **Medical Services**

1. The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.
2. The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.
3. *The Local Government shall notify the local USMS district office of any infectious disease outbreak*
4. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program.
5. The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.
6. The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails*. TB testing shall occur with 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.
7. The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.
8. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment

Addendum #3

• **Optional Guard/Transportation Services to/from Medical Facility**

1. The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

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- **Optional Guard/Transportation Services to/from U.S. Courthouse**
 1. Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.
- **Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**
 1. Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.
- **Optional Guard Services to Video Teleconference Hearings within Facility**
 1. Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.

Addendum #4

- **Video Teleconference Hearings within the Facility**
 1. If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

Addendum #5

- **Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody**
 1. The facility, to the extent practicable and appropriate, will provide federal prisoners educational materials related to voter registration and voting and, upon request by the federal prisoner, facilitate voting by mail by prisoners who are eligible to vote under the laws of the applicable jurisdiction. The facility will work with state and local election officials and, in appropriate circumstances, may also work with other reliable sources of voter information to assist federal prisoners with voter registration, voting by mail, and notification of upcoming elections. This clause does not endorse or advocate in support of or in opposition to any candidate or political party.

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Addendum #6

• **Body Worn Camera Information Requests**

1. If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

Addendum #7

• **Restrictive Housing and Suicide Prevention**

1. For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with serious mental illness; lesbian, gay, bisexual, transgender, intersex, and gender nonconforming prisoners; pregnant and postpartum prisoners; and prisoners with medical needs.

NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS CHANGE