

City of Alexandria, Virginia

MEMORANDUM

K/  
10-8-02

DATE: OCTOBER 2, 2002

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER *PS*

SUBJECT: UNITED STATES MARSHALS SERVICE COOPERATIVE AGREEMENT PROGRAM

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**ISSUE:** City Council affirmation of the intergovernmental cooperative agreement between United States Marshals Service (USMS) and the City for the housing and transport of federal inmates at the Alexandria Detention Center.

**RECOMMENDATION:** That City Council affirm the attached agreement which has been negotiated and signed by the City Manager and the Sheriff on behalf of the City and the USMS Director and Grant Specialist.

**DISCUSSION:** The Cooperative Agreement Program (CAP) provides financial assistance to the City for providing the USMS with bedspace and services at the Alexandria Detention Center. This CAP is a five year extension of the existing agreement for housing federal inmates.

Under the new terms of the five year extension, the City would guarantee the USMS use of a minimum of 140 bedspaces per day (an increase of 40 bedspaces) for which the City would be reimbursed the cost of detention as determined by a cost allocation analysis. The cost of detention service includes direct costs incurred by the Sheriff's Office and overhead incurred by the Sheriff's Office and City support agencies in the housing and transport of federal inmates. The cost allocation analysis is conducted by a third party auditor under contract with the City and approved by the USMS. The previous agreement guaranteed 100 bedspaces at a per diem rate of \$93.92 per bedspace. The per diem rate under the new agreement is at the same rate (\$93.92 per bedspace). The average daily federal prisoner population at the time of the current application was 149. The average daily federal prisoner population for FY 2002 was 148. The capacity of the detention center is 343, though the inmate population has run as high as 442 within the past five years.

The CAP will provide the City with \$2 million in capital assistance for security improvements at the Public Safety Center. This is the maximum CAP capital payment that the USMS permits. The security improvements, which include fencing, gates, exterior cameras, cardreaders, lighting, crash barriers and screening equipment, are scheduled for completion in December 2002 and will

cost more than the \$2 million in CAP funding. The City and Senator Warner's and Congressman Moran's offices are actively pursuing other federal funds to finance the balance of this project.

**FISCAL IMPACT:** This CAP agreement provides the City with \$2 million in needed capital funds, as well as new higher bedspace per diem revenue, all of which will help the City be reimbursed for expenses related to housing federal prisoners.

**ATTACHMENTS:**

Attachment 1. Cooperative Agreement #12-83-02

Attachment 2. June 18, 2002 Transfer Resolution

**STAFF:**

Sheriff James H. Dunning

Michele Evans, Assistant City Manager

Bernard Caton, Legislative Director

Morgan Routt, Analyst, Office of Management and Budget

UNITED STATES DEPARTMENT OF JUSTICE  
UNITED STATES MARSHALS SERVICE

INTERGOVERNMENTAL COOPERATIVE AGREEMENT NUMBER 12-83-02

This agreement is between the United States Marshals Service and Alexandria, Virginia, in accordance with the terms and conditions set forth in Articles I through XII and Schedules A, B, and C.

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

UNITED STATES MARSHALS SERVICE

ALEXANDRIA, VIRGINIA

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

SIGNATURE: *Philip Sunderland*

TYPED NAME: Benigno G. Reyna

TYPED NAME: Philip Sunderland

TITLE: Director

TITLE: City Manager

ADDRESS: Washington, DC 20530-1000

ADDRESS: 301 King Street  
Alexandria, VA 22314

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

DATE: 7/5/02

(only signatories required by state or local law)

SIGNATURE: *John F. Clark*

SIGNATURE: *James H. Dunning*

TYPED NAME: John F. Clark

TYPED NAME: James H. Dunning

TITLE: Acting United States Marshal  
Eastern District of Virginia

TITLE: Sheriff

ADDRESS: Albert V. Bryan, Sr.  
U.S. Courthouse  
401 Courthouse Square  
Alexandria, VA 22314-5785

ADDRESS: 2003 Mill Road  
Alexandria, VA 22314

DATE: 6/28/02

DATE: 7/02/02

SIGNATURE: *Jackie Gomez*  
Jackie Gomez  
(Grant Specialist)

DATE: JUN 19 2002

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

APPROVED AS TO FORM:

*[Signature]*  
ASSISTANT CITY ATTORNEY

## ARTICLE I

### AUTHORITY

The United States Marshals Service (USMS) 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 18 U.S.C. 4013(a)(4).

### PURPOSE

The purpose of this cooperative agreement is to establish a legal relationship between the USMS and Alexandria, Virginia (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

### ASSURANCES

Neither this agreement, nor any interest therein, may be assigned, or transferred to any other party without prior written approval by the USMS.

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 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.

### 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 Chief, Prisoner Operations, USMS, who must approve all changes in writing. Neither the U.S. Marshal 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 U.S. Marshal, 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 U.S. Marshal 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 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 \$2,000,000.00 for the project(s) listed in Schedule B. Only the USMS Headquarters 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 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 U.S. Marshal, provide detention space and services for 140 federal prisoners (100 under CAP Agreement No. 08-83-99 and 40 under CAP Agreement No. 12-83-02) each day from the date of acceptance of this agreement until the completion of the projects listed in Schedule B and for 140 federal prisoners (100 under CAP Agreement No. 08-83-99 and 40 under CAP Agreement No. 12-83-02) in USMS custody each day at the Alexandria City 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 USMS population, closing of a federal court or redesignation of the federal court city and construction of BOP facilities.
- C. The Intergovernmental Agreement (IGA) for the housing of federal prisoners will remain in effect through the period specified in Article V, Paragraph A, and thereafter until terminated in writing by the USMS 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, allocable, and allowable jail operating costs. Cost 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 U.S. Marshal for review and certification. Payment to the recipient will be made only after written authorization by the Chief, Prisoner Operations, or his/her designee. Payments will not be issued to vendors or contractors. Payments will be issued to recipients via electronic transfer of payment.
- 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 U.S. Marshal or his/her designee 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 U.S. Marshal, 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 U.S. Marshal, 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 organizations," 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:

Domenic Zazzaro  
Northeast Regional Inspector General for  
Audit  
1425 New York Avenue, N.W., Suite 6021  
Washington, DC 20005
  - 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, DC 20531
    - b) U.S. Marshals Service  
Prisoner Services Division  
Washington, DC 20530-1000

- 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, Prisoner Operations, and resolved by negotiation between the representative(s) of the recipient and the Chief of Prisoner Operations. 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, Prisoner Operations, in writing, of the causes of the delay. If, in the judgement of the Chief, Prisoner Operations, the delay is warranted, the time for completing the work shall be extended accordingly by formal modification. The findings of the Chief, Prisoner Operations, shall be final and conclusive on the recipient, but is subject to resolution under the Disputes Clause in Article VII.
- B. The Chief, Prisoner Operations, 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, Prisoner Operations, 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, Prisoner Operations, 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 USMS 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 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 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 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 prisoners 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 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 U.S. Marshal.
- B. CAP Recipient
  1. The CAP recipient is responsible for submitting, through the U.S. Marshal to USMS Headquarters, Prisoner Services Division, a quarterly progress report whether or not work has begun. The quarterly report must be sent to the U.S. Marshal 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 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 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. U.S. Marshal

1. A written monthly progress report must be completed, reviewed, and signed by the U.S. Marshal. 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 U.S. Marshal 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 U.S. Marshal.

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.

USMS COOPERATIVE AGREEMENT - SCHEDULE A  
AGREEMENT NO. 12-83-02

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.

UNITED STATES MARSHALS SERVICE  
 SCHEDULE B  
COOPERATIVE AGREEMENT PLAN

AGREEMENT NO. 12-83-02 GOVT. UNIT Alexandria City, VA FACILITY Alexandria City Jail

ESTIMATED DATE OF PROJECT(S) COMPLETION December 2002      \*ESTIMATED DATE BEDS AVAILABLE January 2003      \*ESTIMATED DATE BEDS EXPIRE January 2018

PROJECT NUMBER	PROJECT DESCRIPTION	USMS FUNDING CEILING
012-83-02 PP/SC	Construction of Public Safety Center and Security Equipment.	\$2,000,000.00

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 (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.

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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 U.S. Marshal 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.

Facility Name: Alexandria City Jail      2. USMS CAP Agreement No.: 12-83-02

CAP Project Number	Description	Funding Ceiling
2-83-02 PP/SC	Construction of Public Safety Center and Security Equipment.	\$2,000,000.00
Total		\$2,000,000.00

Work Start Date: February 2002      5. Estimated Completion Date: December 2002

Funding Status:

	Funds Approved	Funds Obligated to Date	Balance Remaining
Local Funds			
USMS Funds	\$2,000,000.00		
Total (a+b)			

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.)

Progress to Date \_\_\_\_\_

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

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

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

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

## ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment related information processed through the Vendor Express Program.

### PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L.93-579). All information collected on this form is required under provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to the employee's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

### AGENCY INFORMATION

<b>FEDERAL PROGRAM AGENCY</b> United States Marshals Service	
Agency Identifier: 15	Agency Location Code: 15180001
Address: Office of Finance,	
Washington, D.C. 20530-1000	
Contact Person:	Telephone Number (202)

- Fax (202) 307-8604

### PAYEE INFORMATION

Name:		SSN Number: TIN No.
Address:		
e-Mail Address		Telephone Number: ( ) -
Administrative Officer:	e-Mail:	Telephone Number: ( ) -

### FINANCIAL INSTITUTION INFORMATION

Name:	
Address:	
ACH Coordinator Name:	Telephone Number:
Nine Digit Routine Transit Number	
Depositor Account Title:	
Depositor's Account Number	
Type of Account: ___ Checking ___ Savings ___ Lockbox	Lockbox Number:
Signature and Title of Authorized Official:	Telephone Number:

EXHIBIT NO. 1

## City of Alexandria, Virginia

36  
6-25-02

## MEMORANDUM

DATE: JUNE 18, 2002

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER *PS*

SUBJECT: TRANSFER RESOLUTION - FY 2002 OPERATING BUDGET

**ISSUE:** Transfer Resolution – FY 2002 General Fund Operating Budget.

**RECOMMENDATION:** That City Council adopt this resolution (attached) which adjusts the various departmental accounts to projected final expenditure patterns.

**DISCUSSION:** In accordance with § 5.07 of the City Charter, at the end of each fiscal year, City staff submits a resolution to City Council to transfer appropriations to adjust the various departmental accounts according to projected final expenditure patterns. For FY 2002 thirty one of thirty five departments and agencies are projected to have expenditures within their existing appropriation levels, with only four departments (see below) requiring budget transfers. As previously discussed with City Council, the savings plan requirements put in place after September 11, 2001, not only caused most departments to plan to come in under budget, but produced at least \$5 million in operating and capital budget savings that has been applied towards the FY 2003 operating and capital budgets. The transfers, in the amount of \$990,000 out of a General Fund budget of \$350,171,550, are required to accomplish the following:

- To transfer budget authority for City legal expenses budgeted in non-departmental accounts, in the amount of \$400,000 for the use of outside attorneys for special legal work, which, for administrative purposes (such as monitoring billable hours), are charged against the budget for the City Attorney's Office.
- To adjust various departmental accounts, in the aggregate amount of \$590,000 for the following: (1) to transfer funding to the Office of the Sheriff's budget for expenditures related to security at the Alexandria Public Safety Center (\$400,000). These security expenditures may eventually be reimbursed by the federal government (at this time the City is pursuing reimbursement); (2) to adjust the Department of General Services budget for expenditures associated with the move of the Department's administrative offices from City Hall to Tavern Square (\$110,000); and (3) to adjust the Fire Department's budget to reflect the impact of General Assembly-mandated changes in the method of calculating overtime (\$80,000) in relation to the federal Fair Labor Standards Acts (FLSA). HB 2712 enacted in the 2001 General Assembly session mandated that any

hours worked by FLSA covered fire protection personnel above the statutory maximum of 212 hours per 28 day period will be paid at time and one-half.

**FISCAL IMPACT:** The resolution balances operating budget accounts by transferring approved appropriations. There is no net change in total budgeted expenditures as a result of the transfers included in this resolution.

**ATTACHMENT:**

Attachment 1. FY 2002 Transfer Resolution

**STAFF:**

Carol Anne Moore, Acting Deputy Director, Office of Management and Budget  
Ray Welch, Financial Reporting Supervisor, Finance/Accounting  
Laura Triggs, Deputy Director/Comptroller, Finance/Accounting  
Gene Swearingen, Director, Office of Management and Budget  
Mark Jinks, Assistant City Manager

RESOLUTION #

WHEREAS, certain appropriation accounts of the City of Alexandria, Virginia will be overexpended due to budgeting practices and unanticipated expenditures; and

WHEREAS, it is the desire of the City Council to take the action necessary to transfer budget authority among City departments to adjust these accounts;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF ALEXANDRIA, VIRGINIA:

That the Director of Finance be and hereby is authorized to make the following appropriations transfers between the General Fund accounts designated:

TRANSFER APPROPRIATIONS FROM:

125302	Non-Departmental – City Legal Expenses	\$ 150,000
125302	Non-Departmental – Claims Against the City	195,000
125302	Non-Departmental – Miscellaneous Expenditures	<u>645,000</u>
		\$ 990,000

TRANSFER APPROPRIATIONS TO:

106104	City Attorney	\$400,000
102582	Sheriff	400,000
108100	General Services	110,000
111401	Fire Department	<u>80,000</u>
		\$ 990,000

ADOPTED: June 25, 2002

\_\_\_\_\_  
KERRY J. DONLEY, MAYOR

ATTEST:

\_\_\_\_\_  
BEVERLY I. JETT, CITY CLERK

K:\CMO\DOCKET02\06-25-02\june\_transfer\_FY02.wpd

RESOLUTION NO. 2036

WHEREAS, certain appropriation accounts of the City of Alexandria, Virginia, will be overexpended due to budgeting practices and unanticipated expenditures; and

WHEREAS, it is the desire of the City Council to take the action necessary to transfer budget authority among City departments to adjust these accounts;

NOW, THEREFORE, BE IT RESOLVED BY THE  
CITY COUNCIL OF ALEXANDRIA, VIRGINIA:

That the Director of Finance be and hereby is authorized to make the following appropriations transfers between the General Fund accounts designated:

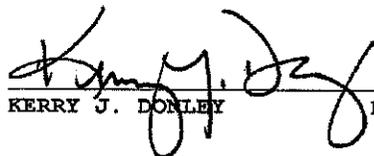
TRANSFER APPROPRIATIONS FROM:

125302	Non-Departmental - City Legal Expenses	\$ 150,000
125302	Non-Departmental - Claims Against the City	195,000
125302	Non-Departmental - Miscellaneous Expenditures	645,000
		\$ 990,000

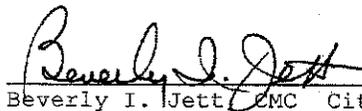
TRANSFER APPROPRIATIONS TO:

106104	City Attorney	\$400,000
102582	Sheriff	400,000
108100	General Services	110,000
111401	Fire Department	80,000
		\$ 990,000

Adopted: June 25, 2002

  
KERRY J. DONLEY MAYOR

ATTEST:

  
Beverly I. Jett, CMC City Clerk.