



# Board Agenda Item 27

DATE: October 22, 2024

TO: Board of Supervisors

SUBMITTED BY: John Zanoni, Sheriff-Coroner-Public Administrator

SUBJECT: Agreement with the United States Marshals Service for the Housing of Federal Prisoners in the Fresno County Jail

RECOMMENDED ACTION(S):

- 1. Retroactively authorize the Sheriff-Coroner-Public Administrator, or his authorized representative, to submit the County's application to the U.S. Department of Justice, United States Marshals Service ("USMS"), for a new Office of Detention Services Intergovernmental Agreement relating to the County's housing of federal prisoners in the Fresno County Jail, using the web-based Federal Intergovernmental Agreement system;**
- 2. Approve and authorize the Chairman to execute Office of Detention Services Intergovernmental Agreement (No. 97-02-0015), and its Amendment No. 1 to Office of Detention Services Intergovernmental Agreement No. 97-02-0015, both with the USMS, and both relating to the County's housing of federal prisoners in the Fresno County Jail (collectively, the "Amended New IGA"); and**
- 3. Authorize the Sheriff, or his designee, to approve and accept the USMS' designated effective date for the Amended New IGA, and any USMS numbering or renumbering of the Amended New IGA or any document thereof.**

There is no additional Net County Cost associated with these recommended actions. The County, through the Sheriff-Coroner-Public Administrator's Office ("Sheriff's Office"), and the U.S. Department of Justice, United States Marshals Service ("USMS") have had agreements to house federal "detainees" (now referred to as "prisoners") in the Fresno County Jail since 1984.

The County's latest agreement with the USMS, the Detention Services Intergovernmental Agreement No. 97-02-0015, dated July 1, 2017 ("Current IGA"), relates to the County's housing of federal prisoners in the Fresno County Jail, and its Amendment No. 1, dated July 1, 2017, relates only to the West Annex Jail ("WAJ") (the Current IGA together with that amendment are the "Amended Current IGA"). The Amended Current IGA will continue in effect for a while longer, as discussed below, due to the State's change in its SB 1022 financing of the WAJ.

Under the Amended Current IGA, the USMS reimburses the Sheriff's Office at firm-fixed, single per diem rate of \$125.00 per day per federal detainee for an estimate of 145 "Federal beds" (including transportation to and from a medical facility and the local federal courthouse); the actual number of federal detainees in the Jail currently is roughly between 75-80 per day.

The recommended Office of Detention Services Intergovernmental Agreement (No. 97-02-0015; "New IGA") and its recommended Amendment No. 1 to Office of Detention Services Intergovernmental Agreement No. 97-02-0015, are both with the USMS. Both the recommended New IGA and its Amendment No. 1 relate to the County's housing of federal prisoners in the Fresno County Jail (the recommended New IGA together

with its Amendment No. 1 are the recommended "Amended New IGA").

On January 16, 2014, the Board of State and Community Corrections of the State of California ("BSCC") conditionally awarded \$79,194,000 of SB 1022 financing to the County for the WAJ. In 2017, the County, as required by the State Public Works Board ("SPWB") under the SB 1022 financing program, entered into various agreements, including a Cooperation Agreement with the SPWB for its federal income tax purposes. The Cooperation Agreement requires the County to enter into the Amendment No. 1 to the Current IGA for the County to use the State's SB 1022 tax-exempt bond financing for the WAJ. The County complied with that requirement.

Earlier this year, the SPWB declined the County's request to substitute the New IGA for the Amended Current IGA under the Cooperation Agreement. Therefore, if your Board authorizes the New IGA, your Board also must authorize its recommended Amendment No. 1 to carve out the WAJ from the recommended Amended New IGA while the Cooperation Agreement is in effect. That is why the recommended New IGA and its Amendment No. 1 are presented as a single recommended action as the recommended Amended New IGA. The actual number of federal prisoners in the Jail is not expected to change as a result of the parties entering into the recommended Amended New IGA.

As discussed below, the Sheriff's Office expects the Cooperation Agreement to terminate, by mutual agreement of the SPWB and the County, once the County completes the WAJ and satisfactorily completes an audit required by the State.

In the meantime, while the Cooperation Agreement is in effect:

- The recommended Amended New IGA will apply to the Jail excluding the WAJ;
- Under the recommended Amended New IGA:
  - The USMS will reimburse the Sheriff's Office at the firm, fixed per diem rate of \$165.00 per day, per federal prisoner (including transportation to and from the local federal courthouse), plus \$55.00 per hour, and mileage, for the cost of transportation to and from a medical facility, for an estimate of 145 "Federal beds;" and
  - These reimbursement rates are in effect for at least 36 months, unless the Amended New IGA is terminated early by either party; and
- The Amended Current IGA will essentially continue in effect, at its current, lower reimbursement rate of \$125 per day per Federal detainee, only for the WAJ.

The need for the two amended IGAs to be in effect at the same time, but covering different portions of the Jail for this temporary period, is necessary to ensure the County's continued compliance with the Cooperation Agreement for the WAJ.

Once the County provides the USMS notice that the Cooperation Agreement has been terminated (and one of the parties gives a 30-day notice to the other to terminate the Amendment No. 1 to the Amended New IGA):

- The Amendment No. 1 to the Amended New IGA will terminate (except for certain sections that survive) without terminating or otherwise affecting the New IGA;
- The Amended Current IGA will terminate when the Amendment No. 1 to the Amended New IGA terminates; and
- The New IGA will continue in effect, and it will extend to and include the WAJ.

Your Board's approval of the first recommended action will retroactively authorize the Sheriff's submittal of the County's application to the USMS for a new IGA, which is now the recommended Amended New IGA.

Your Board's approval of the second recommended action will enable the Sheriff's Office to submit the

County-executed Amended New IGA to the USMS for its requested approval and execution. The Sheriff's Office has negotiated the terms of the recommended Amended New IGA with the USMS' staff. Therefore, the Sheriff's Office anticipates that the USMS should approve and enter into the recommended New IGA within a reasonable time.

Your Board's approval of the third recommended action will authorize the Sheriff, or his designee, to approve and accept the USMS' designated effective date for the Amended New IGA, and any USMS' numbering or renumbering of the Amended New IGA or any document thereof to ensure timely processing and County recordkeeping of this item. This item is countywide.

ALTERNATIVE ACTION(S):

If the recommended actions are not approved by your Board, the Amended Current IGA will remain in effect at the lower reimbursement rate of \$125 per day per Federal detainee in the Jail. This also means that the Sheriff's Office will not be able to offset the costs to provide medical facility transportation services to the USMS for the federal detainees.

FISCAL IMPACT:

There is no additional Net County Cost associated with these recommended actions. Under the recommended Amended New IGA, the USMS will reimburse the Sheriff's Office at the firm, fixed per diem rate of \$165.00 per day, per federal prisoner (including transportation to and from the local federal courthouse), plus \$55.00 per hour, and mileage, for the cost of transportation to and from a medical facility, for an estimate of 145 "Federal beds."

As discussed below, if your Board approves the recommended Amended New IGA, the Amended Current IGA will essentially continue in effect only for the WAJ and only as long as is necessary while the WAJ while the Cooperation Agreement is in effect. Under the Amended Current IGA, the USMS reimburses the Sheriff's Office at firm-fixed, single per diem rate of \$125.00 per day per federal detainee for an estimate of 145 "Federal beds" (including transportation to and from a medical facility and the local federal courthouse).

For FY 2024-25, the Sheriff-Coroner's Office budgeted \$2,965,625 from the USMS for housing of federal prisoners in the Jail. This amount is based on the Amended Current IGA rate of \$125.00 per federal detainee per day for an assumed minimum average daily population of 65 Federal detainees for 365 days. If your Board approves the recommended actions, the additional \$40.00 federal prisoner per day (\$165/day less \$125/day) will result in an increase in estimated revenue of \$949,000 annually or roughly \$676,000 (255 days x \$40 x 65 prisoners) for the remaining period of FY 2024-25. If the recommended actions are approved, and the USMS enters into the Amended New IGA, the Sheriff-Coroner's Office will return to your Board with a recommended adjustment to Sheriff' Org 3111 to include the funding of two new positions, one Senior Staff Analyst to serve as the contract manager for the Jail and Senior Information Technology Analyst to oversee implementation and compliance for the new jail system known as ATIMS, non-County annual training sessions that shall not exceed \$25,000 (Laserfiche), and to offset the cost of an anticipated new Jail Management System (JMS).

DISCUSSION:

1. History.

The Sheriff-Coroner's Office and the USMS have had agreements to house federal detainees in the Jail since 1984. Sheriffs have been reimbursed the cost of housing federal detainees in a local jail under Intergovernmental Agreements (IGAs).

In 2006, the Department of Justice Office of Federal Detention Trustee (OFDT) created a new automated network known as the Detention Services Network (DSNetwork). By November 2007, the USMS retired the

old system and requested that sheriffs replace old IGA's with new electronic Intergovernmental Agreements (eIGA) under the DSNetwork. The new system allows sheriffs to negotiate per diem rates based upon projected future jail operating costs.

2. SB 1022 Housing Covenant.

Under SB 1022, the BSCC, subject to administrative oversight of the SPWB, is providing \$79,194,000 to the County for the WAJ project (SB 1022 is Ch. 3.13 of Part 10b of Div. 3 of Title 2 of the Government Code (sec. 15820.92 et seq.)). The County provided a 10% local match for such State funding. Under the County's Jail Construction Agreement with the BSCC, dated August 16, 2017, the County agrees to the "SB 1022 Housing Covenant" that the WAJ will not result in a net increase in jail housing capacity to the County (i.e., when the WAJ goes online, the South Annex Jail will have gone offline for inmate housing so there will be a net decrease on account of the WAJ), but if the WAJ were to result in such a net increase, the County agrees not to lease any housing capacity constructed, using the SB 1022 financing, to any other public or private entity for a period of 10 years beyond the date of the final completion of the WAJ.

3. Sheriff-Coroner-Public Administrator's Application to USMS for a new IGA:

On September 8, 2023, the Sheriff's Office submitted the County's application to the USMS for a new IGA using the web-based Federal Intergovernmental Agreement system. The requested new IGA indicated the same estimated number of federal prisoners as are under the Amended Current IGA. The Sheriff's Office is informed that the USMS has completed its inspection of the Jail, and that their authorized Staff, after conferring with the USMS Office of General Counsel, are ready to execute the recommended Amended New IGA discussed below.

4. Amended Current IGA.

A. Current IGA.

The Current IGA, dated July 1, 2017, allows the USMS, including any other authorized agency (i.e., ICE [Immigration and Custom Enforcement] and BOP [Federal Bureau of Prisons]) to house federal detainees in the Jail. The Current IGA does not guarantee any minimum number of Federal beds or otherwise dedicate any housing capacity of Federal beds to the USMS.

The Current IGA is in effect from its effective date and continuing for at least 48 months; that 48 month period has passed, which allows the County to seek the New IGA. The Current IGA remains in effect unless inactivated in writing by either party; either party may terminate it for any reason with written notice to the other at least 30 days in advance of termination, but, as stated below, the Amendment No. 1 to the Current IGA adds the condition that such termination shall be upon not be later than 50 calendar days written notice.

B. Amendment No. 1 to Current IGA.

The County entered into Amendment No. 1 to the Current IGA with the USMS, as required by the SPWB under the 2017 Cooperation Agreement between the County and the SPWB to facilitate the then-anticipated Stax-exempt SB 1022 bonds that would finance the WAJ. That Amendment No. 1 only relates to the WAJ, and includes the following provisions for then-anticipated tax-exempt bonds to be issued upon the County's completion of the WAJ:

- The USMS agrees that notwithstanding any provision in the Current IGA to the contrary, the Current IGA does not confer upon the USMS any right, title or interest in the WAJ, but if such right, title or interest may otherwise exist, the Current IGA will be subordinate and subject to the terms of the State's SB 1022 bonds.

- The County has the right, without penalty or cause, to terminate the Current IGA at any time upon at least 30, but not later than 50 calendar days written notice.
- The County reasonably expects, as of the date of the Amendment No. 1, that no more than 15 beds in the WAJ shall be occupied by federal detainees at any one time pursuant to the terms of the Current IGA.

If the County wishes to amend the Cooperation Agreement, it needs the approval of the SPWB.

Until 2022, the County had been working with the State on its SB 1022 financing of the WAJ.

5. Recommended Amended New IGA.

A. The recommended New IGA.

The recommended New IGA, like the Current IGA, allows the USMS (including any other authorized agency [i.e., ICE and BOP]) to house federal prisoners in the Jail. The recommended New IGA, like the Current IGA, does not guarantee any minimum number of Federal beds or otherwise dedicate any housing capacity of Federal beds to the USMS.

The recommended New IGA provides that the USMS will reimburse the Sheriff's Office at the firm, fixed per diem rate of \$165.00 per day, per federal prisoner (including transportation to and from the local federal courthouse), plus \$55.00 per hour, and mileage, for the cost of guard/transportation to and from a medical facility, for an estimate of 145 "Federal beds."

- The reimbursement rate includes the costs for secure custody, safekeeping, housing, subsistence, and care of Federal prisoners in accordance with all state, local, and federal laws, standards, regulations, policies, and court orders applicable to the operation of the Jail (including compliance with all Congressional mandates, federal laws, Executive Orders and all existing Jail policies). The County shall provide Federal prisoners with the same level and range of care inside the Jail as that provided to state and local prisoners.
  - The reimbursement rate includes the cost of all medical care provided inside the Jail to Federal prisoners; however, the USMS will pay for the cost of specialized medical services not routinely provided within the Facility, such as dialysis.
  - The County will, subject to the availability of its personnel, provide transportation and guard services for Federal prisoners housed at the Jail to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal prisoners admitted to a medical facility (the County's contracted facility is Community Regional Medical Center). As stated above, the cost of guard/transportation services are, in addition to the per-diem rate, reimbursed at \$55.00 per hour, and mileage.
  - The County will, subject to the availability of its personnel, provide transportation and guard services for Federal prisoners housed at the Jail to and from the U.S. Courthouse (i.e., the local Federal courthouse is the Fresno Division of the Eastern District of California). The cost of such transportation to and from the courthouse is included in the per-diem reimbursement rate.
  - The County will, subject to the availability of its personnel, provide escort guard services for Federal prisoners housed at its facility to monitor, on a case-by-case basis, court hearings conducted via video teleconference within its facility per instruction of the Federal Judiciary. The cost of such transportation is included in the

per-diem reimbursement rate.

- The USMS is financially responsible for all medical care provided outside the Jail to Federal prisoners. The USMS must be billed directly by outside medical care providers under arrangements made by the County for outside medical care. The County is required to utilize outside medical care providers that are covered by the USMS' network to the maximum extent practicable.
- Under the recommended New IGA, the estimated number of "Federal beds" in the Fresno County Jail would continue from the estimated number under the Current IGA at 145 (this is 130 males and 15 females, but, as stated above, the actual number of federal detainees in the Jail currently is roughly between 75-80 per day).
- The recommended New IGA incorporates by reference the following key clauses:
  - Affordable Care Act - Upon release of a Federal prisoner, the County shall provide information regarding the Affordable Care Act (ACA).
  - Special Notifications - The County shall notify the Federal Government of any activity by a Federal prisoner, which would likely result in litigation or alleged criminal activity.
  - Restrictive Housing and Suicide Prevention - The County shall have written policies, procedures, and practices requiring that all prisoners in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than thirty (30) minutes apart, on an irregular schedule. Prisoners who are violent or mentally ill or who demonstrate unusual or bizarre behavior shall receive more frequent shall receive more frequent observation; suicidal prisoners shall be under constant observation. The County shall have a comprehensive suicide-prevention program in place.
  - PREA - the facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the facility and abide by all relevant PREA regulations.
  - Federal Acquisition Regulation (FAR) Agreement Provisions - The New IGA incorporates provisions relating to Service Contract Labor Standards (FAR 52.222-41), Statement of Equivalent Rates for Federal Hires (FAR 52.222-42), Fair Labor Standards Act and the Service Contract Labor Standards - Price (FAR 52.222-43).
  - Hold Harmless - The County shall fully defend, indemnify, and hold harmless the United States of America for any and all liability caused by any act of any member of the County or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The County will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all such property.
  - Litigation - the Federal Government shall be notified, in writing, of all litigation pertaining to the recommended New IGA and provided copies of any pleadings filed or said litigation within five business days of the filing. The County shall cooperate with the Federal Government legal staff and the United States Attorney regarding any requests pertaining to Federal Government or County litigation.
  - Ensuring Access to Voter Registration for Eligible Prisoners - The facility, to the extent practicable and appropriate, will provide federal prisoners assistance, such as 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.

- o Video teleconference: If available, the facility shall furnish, as applicable to the New IGA, all things necessary for, or incident to, providing Video Teleconference hearings within the facility.

The recommended New IGA can be terminated by either party for any reason upon at least 30 calendar days in advance of the proposed termination date (except for an emergency situation). In order for the County to initiate termination, it must provide adequate (reasonable) time, if applicable, for the USMS to transport and relocate Federal prisoners. But under the recommended Amendment No. 1 to the New IGA (like the Amended Current IGA), the County would need to terminate the New IGA upon not later than fifty 50 calendar days written notice.

The Current IGA and the recommended New IGA state that if the County has received an Intergovernmental Cooperative Agreement Program (CAP) award with the USMS, then, the termination provisions of the CAP prevail (additionally, the New IGA states that other applicable provisions of the CAP will prevail). The County does not presently have any CAP in effect.

B. The recommended Amendment No. 1 to the recommended New IGA:

1. Need for the recommended Amendment No. 1.

The BSCC sought to finance the County's WAJ project through the SPWB's issuance of tax-exempt bonds under the SB 1022 program. The State arranged for certain interim financing by the BSCC so that the BSCC could fund the \$79,194,000 that it provided to the County for the WAJ project. The SPWB's tax exempt SB 1022 bonds, were expected to fund the BSCC's interim financing following project completion of the WAJ and by repaid by the BSCC. The County would not be responsible for repaying the SB 1022 bonds.

Starting in 2016, the County entered into various agreements required by the BSCC and the SPWB to facilitate the State's anticipated SB 1022 bond financing for the WAJ. One of those agreements included a Cooperation Agreement, dated August 4, 2017 ("Cooperation Agreement"), between the SPWB and the County for the SPWB's federal income tax purposes. The Cooperation Agreement concerns the County's use of County bond proceeds derived from bonds secured by assets other than the WAJ ("County Bonds") for the County's match of funds required under SB 1022 for the WAJ project, and the County's agreement not to undertake any action that adversely affects the tax-exempt status of any bonds issued by the SPWB or the County Bonds.

In January 2023, the County was informed by the SPWB that around July 1, 2022 the SPWB determined that the WAJ was no longer suitable for purposes of issuing bonds through the SB 1022 program. The SPWB indicated that it repaid the interim loans in their entirety through the 2022 Budget Act, and that no interim loans remain outstanding for the WAJ, that no bonds have been sold, and no other indebtedness has been incurred by the SPWB for the WAJ.

On January 11, 2023, the BSCC staff provided the County with certain draft documents, if entered into among the SPWB, the BSCC, and the County (with your Board's approval), would terminate the State's bond documents, including the Cooperation Agreement. Until those State bond documents are terminated, they encumber the title to the WAJ.

On January 17, 2023, the County responded with requested clarifications to those draft documents (e.g., to ensure that the termination of the State's bond documents would not cause the County to forfeit \$3,959,700, which is the 5% retention of the \$79,194,000 that the County has earned but not yet received from the BSCC). But despite the County's attempts to seek clarification on the County's payments, and to engage in further discussions, the discussions ceased around mid-July 2023.

On February 28, 2024, as the County was again asking the SPWB to discuss the draft bond termination agreements, the County requested the SPWB to amend the Cooperation Agreement to approve the substitution of the New IGA for the Amended Current IGA.

On March 5, 2024, the SPWB suggested to the County in their meeting concerning the County's request, that instead of asking the SPWB for the substitution under the Cooperation Agreement, the County should pursue an amendment to the proposed New IGA with the USMS so that the proposed New IGA would exclude the WAJ, and that the Current Amended IGA would apply only to the WAJ, while the Cooperation Agreement is in effect. But the County expressed concern in having two IGAs in effect at the same time. The SPWB responded that it disagreed that they made such a suggestion.

On March 29, 2024, the SPWB (along with the BSCC) made a counter-proposal that if the County enters into the New IGA, the County would need to enter into an agreement with the BSCC to limit the County's total housing capacity of the entire Jail (the SPWB would approve, but not be a party to that agreement). The SPWB did not address the need to amend its Cooperation Agreement to allow the New IGA. Their proposed housing capacity agreement would replace the County's existing SB 1022 Housing Covenant with a total housing capacity limitation of the entire Jail that would instead be based on any Federal prisoners housed in the WAJ : "The County reaffirms that while housing Federal detainees at the [WAJ], the County will not take any actions for a period of 10 years following the issuance of the Certificate of Occupancy by the Office of the State Fire Marshal for the [WAJ] that would result in a net addition of housing capacity to the County adult local detention system, i.e., the County will not exceed 2,744 rated beds."

Any total housing capacity limitation of the entire Jail would not be feasible for the Sherriff's operation of the Jail; by contrast, as stated above, the County and SPWB agreed under the Cooperation Agreement, that no more than 15 beds in the WAJ shall be occupied by federal detainees at any one time, which was manageable. But that 15-bed limitation was only for the WAJ and only for federal income tax purposes for SPWB tax-exempt bonds that were expected to be issued only for the WAJ. The SPWB's (and BSCC's) March 29, 2024 counter-proposal would have undone that 15-bed limitation (i.e., allows up to 15 Federal beds) in the WAJ.

Incidentally, the total number of rated beds in the Jail would have been 3,060 rated beds (assuming the South Annex Jail went offline for housing and the West Annex Jail went online for housing on March 29, 2024) compared to the SPWB's (and BSCC's) proposed total housing limit of 2,744 rated beds for 10 years, stated above.

During the parties' communications, on May 9 and 21, 2024, the SPWB said that the County should replace (i.e., terminate) the Amended Current IGA with a New IGA but that the WAJ could not be used to house any Federal detainees under the New IGA (while the Cooperation Agreement is in effect). That would not be feasible for the Sherriff's operation of the Jail.

Ultimately, the SPWB declined to entertain the County's requests to further discuss the bond termination agreements until the County completes the WAJ and satisfactorily completes a required audit for the BSCC. And when it became apparent that the SPWB would not consider amending the Cooperation Agreement to substitute the New IGA for the Current Amended IGA, the County had to request the USMS to consider a proposed amendment to the New IGA that would carve out the WAJ from the recommended New IGA only as long as is necessary while the Cooperation Agreement is in effect. The recommended Amendment No. 1 to the New IGA is the result of that discussion with the USMS.

The County informed the SPWB that the recommended New IGA, including its Amendment No. 1, will only apply to - i.e., be limited to - non-WAJ housing while the Cooperation Agreement is in effect. The County also explained that neither the Cooperation Agreement, nor the Amended Current IGA, limit the County's non-WAJ housing. Although the SPWB did not request to review any proposed amendment to the recommended Amended New IGA, the SPWB informed the County that it will not give its consent to any



such amendment.

2. Recommended Amendment No. 1 to the New IGA.

The following is a brief summary of the key terms of the recommended Amendment No. 1:

1. The parties desire to operate under New IGA without the New IGA affecting, or being subject to or otherwise affected by, the Cooperation Agreement for the WAJ.
2. The Federal Government does not have the right to terminate this Amendment No. 1 or any part of, except as provided in paragraph 5, below.
3. The New IGA (a) supersedes the Amended Current IGA only with respect to the federal detainees housed under the Amended Current IGA in the "Facility Excluding the WAJ," and (b) does not terminate the Amended Current IGA while the Cooperation Agreement is in effect, or otherwise amend or modify the Amended Current IGA, with respect to the WAJ or such federal detainees housed under the Amended Current IGA in the WAJ.
4. The Current IGA shall continue in full force and effect subject to the Cooperation Agreement, only with respect such federal detainees housed under the Current IGA in the WAJ unless and until this Amendment No. 1 is terminated.
5. Upon the termination of the Cooperation Agreement, the County may thereafter provide written notice of that termination to the USMS. Once such written notice is provided by the County to the USMS, either party may provide the other party at least thirty 30 calendar days written notice of the termination of the Amendment No. 1. The result of that notice is:
  - a. Upon the termination of the Amendment No. 1:
    - (i) The Amendment No. 1 shall terminate (except for certain sections that survive) without terminating or otherwise affecting the New IGA; and
    - (ii) The Amended Current IGA shall terminate.
  - b. Upon and after the termination of the Amendment No. 1:
    - (i) The New IGA shall continue in full force and effect;
    - (ii) The County and the USMS (including any Authorized Federal Agency Users, i.e., ICE and BOP) shall be allowed under the New IGA to house federal prisoners with the County at the "Facility Including the WAJ;" and
    - (iii) The New IGA shall extend to the WAJ and such federal prisoners who were housed under the Amended Current IGA in the WAJ.

Notice of termination of this Amendment No. 1 by either party to the other party shall be deemed as such noticing party's notice of termination of the Amended Current IGA under the Amended Current IGA (which also has a 30-day termination notice period).

6. Notwithstanding any provision to the contrary in the Amendment No. 1, or the New IGA, the County has the right, without penalty or cause, to terminate the New IGA at any time upon at least 30 but not later than 50, calendar days written notice. The provisions of this Section shall survive the termination of the Amendment No. 1.

REFERENCE MATERIAL:

BAI #31.1, April 25, 2017  
BAI #23.1, April 4, 2017  
BAI #21, December 13, 2016  
BAI Addendum A, June 15, 2010

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Fresno IGA Application  
On file with Clerk - New IGA (No. 97-02-0015)  
On file with Clerk - Amendment No. 1 to New IGA No. 97-02-0015

CAO ANALYST:

Fine Nai