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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF WASCO

	)	Case No.
BRIAN STOVALL, JOHN OLMSTEAD,	)	
CONNIE KRUMMRICH, and KAREN	)	PLAINTIFFS' COMPLAINT FOR
BROWN,	)	DECLARATORY AND INJUNCTIVE
Plaintiffs,	)	RELIEF
	)	
vs	)	
	)	(Fee Authority ORS 21.135(2)(f))
NORTHERN OREGON CORRECTIONS	)	
dba NORCOR, an intergovernmental	)	Claim is not subject to mandatory arbitration
corrections entity, and WASCO COUNTY,	)	
	)	
Defendants.	)	

INTRODUCTION

1.

This is a suit by Wasco County taxpayers to prevent the continued misuse of public money and facilities. Specifically, Plaintiffs contend that Defendant Northern Oregon Corrections ("NORCOR") —a regional jail organized under ORS Chapter 190 by Wasco County and three other Oregon counties —is violating ORS 181A.820 in connection with an Inter-Governmental Services Agreement ("IGSA") which requires it to incarcerate individuals solely to assist in the enforcement of federal immigration law. Plaintiffs seek a declaration that

1 NORCOR's execution and performance of the IGSA violates ORS 181A.820, an injunction  
2 directing NORCOR to exercise its termination right under the IGSA, and an injunction  
3 prohibiting NORCOR from violating ORS 181A.820 in the future.  
4

#### 5 JURISDICTION

6 2.

7 Venue for this action is proper in this Court, as Defendants are located and a substantial  
8 part of the events giving rise to Plaintiffs' claims arise in this Judicial District. The Court has the  
9 power to grant the declaratory and supplemental relief sought by Plaintiffs under ORS 28.010,  
10 28.020, and 28.080.  
11

#### 12 PARTIES

13 3.

14 Plaintiff Brian Stovall has owned real property in and paid property taxes to Wasco  
15 County for several years. At all times relevant to this case, he has paid and continues to pay  
16 taxes which are used to retire bonds issued to construct the NORCOR facility and to support  
17 NORCOR's operations. The obligations and liabilities imposed on NORCOR by the IGSA  
18 create a real and imminent risk that Plaintiff Stovall will be exposed to additional future taxes.  
19 In addition, Plaintiff Stovall has a specific and legislatively recognized interest in ensuring that  
20 NORCOR does not use his tax dollars in a manner that violates Oregon law.  
21

22 4.

23 Plaintiff John Olmstead has owned real property in and paid property taxes to Wasco  
24 County for several years. At all times relevant to this case, he has paid and continues to pay  
25 taxes which are used to retire bonds issued to construct the NORCOR facility and to support  
26

1 NORCOR's operations. The obligations and liabilities imposed on NORCOR by the IGSA  
2 create a real and imminent risk that Plaintiff Olmstead will be exposed to additional future taxes.  
3 In addition, Plaintiff Olmstead has a specific and legislatively recognized interest in ensuring that  
4 NORCOR does not use his tax dollars in a manner that violates Oregon law.  
5

6 5.

7 Plaintiff Connie Krummrich has owned real property in and paid property taxes to Wasco  
8 County for several years. At all times relevant to this case, she has paid and continues to pay  
9 taxes which are used to retire bonds issued to construct the NORCOR facility and to support  
10 NORCOR's operations. The obligations and liabilities imposed on NORCOR by the IGSA  
11 create a real and imminent risk that Plaintiff Krummrich will be exposed to additional future  
12 taxes. In addition, Plaintiff Krummrich has a specific and legislatively recognized interest in  
13 ensuring that NORCOR does not use her tax dollars in a manner that violates Oregon law.  
14

15 6.

16 Plaintiff Karen Brown has owned real property in and paid property taxes to Wasco  
17 County for several years. At all times relevant to this case, she has paid and continues to pay  
18 taxes which are used to retire bonds issued to construct the NORCOR facility and to support  
19 NORCOR's operations. The obligations and liabilities imposed on NORCOR by the IGSA  
20 create a real and imminent risk that Plaintiff Brown will be exposed to additional future taxes. In  
21 addition, Plaintiff Brown has a specific and legislatively recognized interest in ensuring that  
22 NORCOR does not use her tax dollars in a manner that violates Oregon law.  
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7 7.

Defendant NORCOR is a regional jail established pursuant to ORS 190.003 *et seq.* and ORS 169.630 by Hood River, Wasco, Sherman, and Gillam Counties, and is located in The Dalles, Wasco County, Oregon. NORCOR is a “law enforcement agency” within the meaning of ORS 181A.820(1).

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12 8.

Defendant Wasco County is a municipality and political subdivision of the State of Oregon, and is a founding member of NORCOR. Wasco County collects property taxes from Plaintiffs and others and uses them to support NORCOR. Wasco County is joined as a defendant pursuant to ORS 28.110.

13 STATEMENT OF FACTS

14 9.

NORCOR began operating as a regional jail for Hood River, Wasco, Sherman, and Gilliam Counties in 1999.

17 10.

NORCOR’s construction was financed by a General Obligation Bond, as reflected on the property tax statements of Plaintiffs and other taxpayers. That bond was retired in September 2016, through tax payments made by Plaintiffs and other property owners in the member counties.

1 11.

2 More than half of NORCOR's annual operating expenses have been and continue to be  
3 funded by the member counties, including roughly \$2 million from Wasco County taxpayers  
4 such as Plaintiffs.  
5

6 12.

7 In October 2014, NORCOR entered into the IGSA with the United States Marshals  
8 Service. Under the IGSA, NORCOR agreed, among other things, to incarcerate "Federal  
9 detainees" who "are awaiting a hearing on their immigration status or deportation." The  
10 effective date of the IGSA was November 1, 2014. In April 2015, the IGSA was modified to add  
11 "Immigrations Customs Enforcement" ("ICE") as an authorized agency user. The IGSA, with  
12 the ICE modification, is attached as Exhibit 1 to this Complaint.  
13

14 13.

15 NORCOR is required by the IGSA to "accept and provide for the secure custody,  
16 safekeeping, housing, subsistence and care of Federal detainees," including persons who are  
17 awaiting a hearing on their immigration status or deportation. Plaintiffs are informed and  
18 believe, and therefore allege, that approximately twenty persons currently are incarcerated by  
19 NORCOR pending immigration status or deportation hearings and that NORCOR plans to  
20 expand the number to at least forty in the near future. Whether or not these persons have  
21 criminal charges or convictions, the sole reason they are held by NORCOR is to assist ICE in the  
22 enforcement of federal immigration laws.  
23  
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14.

In performing its custody obligation under the IGSA, NORCOR has agreed:

- a. To provide access “at all times” to the federal government to NORCOR’s facilities, Federal detainees, and all records pertaining to the IGSA.
- b. To restrict “all housing or work assignments, and recreation or other activities” for Federal detainees to secure areas at NORCOR.
- c. To assume financial responsibility for all medical care provided to Federal detainees inside NORCOR’s facility, including “the cost of all medical, dental, and mental health care as well as the cost of supplies, over-the-counter medications and, any prescription medications routinely stocked” by NORCOR. NORCOR must provide these medical services whether or not the detainee can afford applicable co-payments; the federal government is not responsible for medical co-payments “even for indigent Federal detainees.”
- d. To provide “transportation and escort guard services to Federal detainees housed at [NORCOR] to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.”
- e. To increase escort security for prisoner monitoring, visitation, and contraband control when requested by the federal government.
- f. To use “all reasonable means to apprehend [an] escaped Federal detainee,” at the federal government’s direction, and to pay for “all reasonable costs in connection therewith[,]” and,
- g. To “defend, indemnify, and hold harmless” the federal government for all liability

1 caused by anyone “arising out of the use, operation, or handling of any property (to  
2 include any vehicle, equipment, and supplies)” furnished by the federal government  
3 to NORCOR, and “to pay all claims, damages, judgments, legal costs, adjuster fees,  
4 and attorney fees related thereto.”  
5

6 15.

7 NORCOR is entitled to receive a per-diem rate for each person incarcerated pursuant to  
8 the IGSA, and to reimbursement for guard services outside the facility at a fixed hourly rate.  
9 NORCOR is solely responsible for certain costs associated with performance and these costs are  
10 not reimbursed. Regardless of NORCOR’s actual costs, the per-diem and hourly rates for  
11 immigration detainees under the IGSA cannot be increased until April 2019, and then only with  
12 the consent of the federal government. Payments under the IGSA are made in arrears, subject to  
13 the availability of funds appropriated by Congress.  
14

15 16.

16 Persons incarcerated at NORCOR pursuant to the IGSA are not held by NORCOR due to  
17 alleged violations of any Oregon state or local law. Pursuant to the IGSA, NORCOR uses county  
18 money, personnel, and equipment to incarcerate people solely because they allegedly are persons  
19 of foreign citizenship present in the United States in violation of federal immigration laws.  
20

21 17.

22 Oregon law prohibits the use of public “moneys, equipment or personnel for the purpose  
23 of detecting or apprehending persons whose only violation of law is that they are persons of  
24 foreign citizenship present in the United States in violation of federal immigration laws.” ORS  
25 181A.820. This statute is a directive to law enforcement agencies and the public bodies  
26

1 overseeing them on how public funds, personnel, and equipment are to be used.

2 18.

3 A principal purpose of ORS 181A.820 is to require local law enforcement agencies such  
4 as NORCOR to limit their activities to apprehending persons who violate, or are alleged to have  
5 violated, state and local laws and to avoid liabilities attendant to enforcement of federal  
6 immigration laws. In keeping with this purpose, ORS 181A.820 was intended to prevent such  
7 agencies from using public money, personnel, or equipment to assist federal officials at any stage  
8 of the immigration enforcement process.  
9

10 19.

11 Oregon law defines “apprehend” to include “restraining an individual’s liberty so that the  
12 [government] can assert the authority of legal process over that individual.” NORCOR’s entry  
13 into and performance of the IGSA constitute the apprehension of “persons whose only violation  
14 of law is that they are persons of foreign citizenship present in the United States in violation of  
15 federal immigration laws,” within the meaning of ORS 181A.820.  
16

17 20.

18 The IGSA provides that NORCOR may terminate the IGSA at any time by providing  
19 thirty days’ written notice of its intent to do so.  
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21 CLAIM FOR RELIEF

22 21.

23 Plaintiffs reallege and incorporate paragraphs 1 – 20, as if fully set out here.  
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22.

There is an actual, existing, and justiciable controversy between Plaintiffs and Defendants as to whether entry into and performance of the IGSA violate Oregon law.

23.

Plaintiffs are entitled to a judgment declaring that NORCOR’s entry into and performance of the IGSA violates ORS 181A.820, in that the IGSA authorizes and requires NORCOR to “apprehend[...] persons whose only violation of law is that they are persons of foreign citizenship present in the United States in violation of federal immigration laws.”

24.

Plaintiffs also are entitled to a mandatory injunction directing NORCOR to immediately exercise its right to terminate the IGSA on thirty days’ notice, and to a permanent injunction prohibiting NORCOR from incarcerating persons in violation of ORS 181A.820.

WHEREFORE, Plaintiffs pray for:

1. A declaratory judgment as set out in paragraph 23, above;
2. A mandatory injunction directing NORCOR immediately to provide the United States Marshals Service written thirty days’ notice that it is terminating the IGSA;
3. A permanent injunction to prohibit NORCOR from incarcerating persons in violation of ORS 181A.820;
4. Plaintiffs’ costs pursuant to ORS 28.100; and

1           5. Such other and further relief as this Court deems just and proper.

2 DATED this 21<sup>st</sup> day of July 2017.

3 OREGON LAW CENTER

4           s/David Henretty  
5 David Henretty, OSB 03187  
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13 Attorneys for Plaintiff Karen Brown

14 IMMIGRANT LAW GROUP PC & THE  
15 INNOVATION LAW LAB

16           s/Stephen William Manning  
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21 Fax: (503) 241-7733  
22 smanning@ilgrp.com  
23 Attorneys for Plaintiffs Brian Stovall, John  
24 Olmstead, and Connie Krummrich

25 Trial Attorneys: David Henretty, Stephen S.  
26 Walters, Stephen William Manning

EXHIBIT 1  
TO PLAINTIFFS' COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE RELIEF

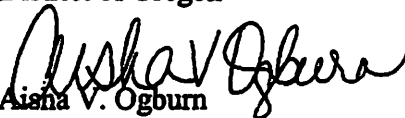


**U.S. Department of Justice**  
**United States Marshals Service**  
*Prisoner Operations Division*

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*Arlington, VA 22301*  
**October 28, 2014**

**MEMORANDUM TO:** William C. Knaust  
Chief Deputy United States Marshal  
District of Oregon

**FROM:**   
Aisha V. Ogburn  
Grant Specialist  
Office of Intergovernmental Agreements

**SUBJECT:** Intergovernmental Agreement (IGA) Northern Oregon Corrections

Here are the signed copies of the IGA the effective date is November 1, 2014. Please distribute as follows:

Agreements with original signatures -

1 for the district, 1 for the local government

Copies of the agreement sent to any of the following if they are listed as riders -

Bureau of Prisons (BOP) - Community Corrections Manager  
Immigration and Customs Enforcement (ICE)  
Any Other USMS User Districts

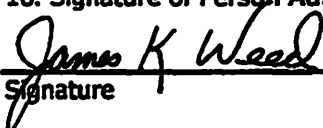
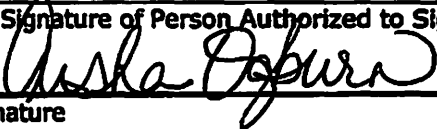
Please be sure that your Administrative Officer or Criminal Clerk has a copy of the executed document so they are aware of the current jail day rate and any special terms and conditions (i.e., guard/transportation services, mileage, etc.).

If you have questions, please contact Aisha Ogburn, Grants Specialist at (202) 353-8349.

Attachment

**U.S. Department of Justice  
United States Marshals Service  
Prisoner Operations Division**

**Detention Services  
Intergovernmental Agreement**

1. Agreement Number 65-14-0095		2. Effective Date		3. Facility Code(s) WA6		4. DUNS Number 017133849	
5. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division 2604 Jefferson Davis Highway Alexandria, VA 22301-1025				6. Local Government  Northern Oregon Corrections 201 Webber Road Dalles, OR 97058 Tax ID: 91-182534			
7. Appropriation Data  15X1020				8. Local Contact Person  James Weed			
				9. Telephone: 541-298-1576 Fax: Email: jweed@norcor.co			
<b>Services</b>				<b>Estimated Number of Federal Beds</b>		<b>Per Diem Rate</b>	
10. This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.				11. Male: 18 Female: 7  Total: 25		12.  \$80.00	
13a. Optional Guard/Transportation Services to:  <input checked="" type="checkbox"/> Medical Facility <input type="checkbox"/> Other _____  <input type="checkbox"/> U.S. Courthouse  <input type="checkbox"/> JPATS				14.  Guard/Transportation hourly rate is \$24.00			
13b. <input type="checkbox"/> Department of Labor Wage Determination							
15. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>				16. Signature of Person Authorized to Sign (Local)   Signature James Weed Print Name Administrator Title 10/21/14 Date			
17. Federal Detainee Type Authorized  <input checked="" type="checkbox"/> Adult Male  <input checked="" type="checkbox"/> Adult Female  <input type="checkbox"/> Juvenile Male  <input type="checkbox"/> Juvenile Female		18. Other Authorized Agency User  <input type="checkbox"/> BOP  <input type="checkbox"/> ICE		19. Signature of Person Authorized to Sign (Federal)   Signature Aisha Ogburn Print Name Grant Specialist Title 10-28-2014 Date			

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Purpose of Agreement and Security Provided..... 3  
Period of Performance and Termination..... 3  
Assignment and Outsourcing of Jail Operations ..... 4  
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Local Government (initial): *[Signature]*  
Federal Government (initial): *[Signature]*

## Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **Northern Oregon Corrections** hereinafter referred to as "Local Government"), who hereby agree as follows:

## Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **Northern Oregon Corrections, 201 Webber Road, Dalles, OR 97058** (hereinafter referred to as "the Facility") designated in #6 page 1.

The population (hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

## Period of Performance and Termination

This Agreement is effective upon the date of signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at

least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

### **Assignment and Outsourcing of Jail Operations**

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

### **Medical Services**

The Local Government shall provide Federal detainees with the same level and range of care **inside** the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such



an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards ([www.usmarshals.gov/prisoner/standards.htm](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

### **Affordable Care Act**

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act, The Affordable Care Act website is located at <http://www.hhs.gov/opa/affordable-care-act/>.

### **Receiving and Discharge of Federal Detainees**

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

### **Optional Guard/Transportation Services to Medical Facility**

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by ~~unarmed~~ armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **forty-eight (48) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Optional Guard/Transportation Services to U.S. Courthouse**

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by [REDACTED] armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **forty-eight (48) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed [REDACTED] armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #14 on page one (1) of this Agreement. After **forty-eight (48) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Special Notifications**

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

### **Special Management Inmates and Suicide Prevention**

The Local Government shall have written policy, procedure, and practice require that all special management inmates are personally observed by a correctional officer twice per hour, but no more than 40 minutes apart, on an irregular schedule. Inmates who are violent or mentally disordered or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal inmates are under constant observation.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

### **Prison Rape Elimination Act (PREA)**

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

### **Service Contract Act**

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <http://www.dol.gov/oasam/regs/statutes/351.htm>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #13b on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

### **Per-Diem Rate**

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;

2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #12 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **Northern Oregon Corrections** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **forty-eight (48) months**. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After **forty-eight (48) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

### **Billing and Financial Provisions**

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

**United States Marshals Service  
District of Oregon  
401 U.S. Courthouse  
1000 SW 3<sup>rd</sup> Avenue  
Portland, OR 97204-2902  
503-326-2209**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

### **Payment Procedures**

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

### **Hold Harmless**

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

### **Disputes**

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

### **Inspection of Services**

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Core Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

### **Modifications**

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

### **Litigation**

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.



## Rape Elimination Act Reporting Information

### SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

### Definitions

#### A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and/or communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

#### B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

#### C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

### Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy:

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

### Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

### Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

### Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

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- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

**Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.**

A publication of the Office of the  
Federal Detention Trustee  
Washington, DC

Published February 2008

1. Agreement No. 65-14-0095	2. Effective Date See Block 13B.	3. Facility Code(s) WA6	4. Modification No. 1	5. DUNS No.
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Office of Interagency Agreements 2604 Jefferson Davis Highway Alexandria, Virginia 22301		7. Local Government  Northern Oregon Corrections 201 Webber Road Dalles, OR 97058		
8. Appropriation Data Housing/ transportation <b>15X1020</b>	9. <i>Per-Diem</i> Rate \$80.00	10. Guard/Transportation Hourly Rate \$24.00 (medical services only)		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.</p> <p>THE PURPOSE OF THIS MODIFICATION IS TO ADD IMMIGRATIONS CUSTOMS ENFORCEMENT AS AN AUTHORIZED AGENCY USER ON THE CURRENT INTERGOVERNMENTAL AGREEMENT.</p> <p>PLEASE SEND YOUR PAYMENT INVOICES TO THE ADDRESS BELOW:</p> <p style="text-align: center;">DHS, ICE FINANCIAL OPERATIONS - BURLINGTON P.O. BOX 1620 ATTN: ICE-ERO-FOD-FSE WILLISTON, VT 05195-1620</p> <p>ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.</p>				
<b>12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:</b>				
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO UNITED STATES MARSHAL		
<b>13. APPROVALS</b>				
<p>A. LOCAL GOVERNMENT</p> <p><i>James K. Weed</i> Signature</p> <p>Administrator TITLE</p> <p>4/8/15 DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p><i>Aisha Osburn</i> Signature</p> <p>Grants Specialist TITLE</p> <p>4-7-2015 DATE</p>		