

INTERGOVERNMENTAL SERVICE AGREEMENT

between

**COUNTY OF HUDSON
595 NEWARK AVENUE
JERSEY CITY, NEW JERSEY 07306**

and

**U.S. DEPARTMENT OF JUSTICE
IMMIGRATION & NATURALIZATION SERVICE
70 KIMBALL AVENUE
SOUTH BURLINGTON, VERMONT 05403-6813**

Agreement Number: ACB-5-I-0001

AGREEMENT SCHEDULE

ARTICLE I - PURPOSE

1. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish a formal binding relationship between the U.S. Immigration & Naturalization Service (INS) and the County of Hudson County, New Jersey (Contractor) for the detention of aliens of all nationalities authorized to be detained by INS in accordance with the Code of Federal Regulations, Title 8, Aliens & Nationality Act and related criminal statutes.
2. This Agreement sets forth the responsibilities of both INS and the Contractor regarding services to be performed and reimbursement when those services have been performed. There is no obligation, expressed or implied, on the part of INS to utilize the Contractor's facility nor on the part of the Contractor to accept detainees.

ARTICLE II - COVERED SERVICES

1. The Contractor will provide housing, safekeeping, subsistence and other services for INS detainee(s) within its facility (or facilities), which shall be identified by letter amendment(s) hereto and incorporated herein, consistent with the types and levels of services and programs routinely afforded its own population, and fully consistent with all applicable laws, standards, policies, procedures and court orders applicable to its facility (or facilities), unless or as specifically modified by this Agreement. The unit of service will be the Detained Day and the cost as agreed to by the parties is SEVENTY-SEVEN and NO/100 (\$77.00) DOLLARS per Detained Day. The type of detainees will be non-juvenile males and females. The duration of service to be provided will be overnight holds, daily, and long term, not to exceed 120 days without contacting the Contractor for approval.

ARTICLE III - SUPPORT AND MEDICAL SERVICES

1. The Contractor will provide housing, safekeeping, subsistence and other services for INS detainee(s) within its facility (or facilities) consistent with the types and levels of services and programs routinely afforded its own population, and fully consistent with all applicable laws, standards, policies, procedures, and court orders applicable to its facility (or facilities), unless or as specifically modified by this Agreement. The Contractor agrees to provide INS detainees with the same levels and types of medical services and care as are provided its own facility population. The Contractor will

provide all necessary security and transportation services, when directed or authorized by the INS, except as required in an emergency situation, to move INS detainee(s) to medical or other appropriate facilities.

2. The Contractor further agrees to notify the INS as soon as possible of emergency medical cases requiring removal of detainee(s) from its facility (or facilities). Prior authorization will be obtained from INS when removal is required for any other medical services that may be required at local clinics or hospitals.
3. Such transportation and security services shall be performed by qualified, sworn law enforcement or correctional officer personnel employed by the Contractor and under its policies, procedures and authorities. The Contractor agrees to augment such practices as may be requested by the INS to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.
4. The Contractor agrees to invoice INS for all costs associated with hospital or health care services specifically provided to any INS detainee(s) outside of the Contractor's facility, with the regular monthly billing to INS for detention services. In this case, the Contractor arranges for the health care facility, consultant health care provider, and other health care vendor and/or suppliers. They will invoice the Contractor for services provided at rates no greater than those applicable for non-INS detainees in the custody of the Contractor, and then after payment of these invoices, submit for reimbursement payment from INS. INS shall include reimbursement payment to the Contractor for the hospital and health care services provided to INS detainee(s) along with the monthly payment for detention services. The Contractor shall submit invoices for hospital and health care services to INS within sixty (60) days after the services were rendered. Documentation must be provided in order to support INS payment of these costs.

ARTICLE IV - RECEIPT, DISCHARGE AND POPULATION LEVEL

1. The Contractor agrees to receive and discharge INS detainee(s) only from and to properly identified INS officer(s) and, with prior authorization from the designated INS point(s) of contact, to other properly identified Federal law enforcement officials. Admission and discharge of INS detainee(s) shall be fully consistent with the Contractor's policies and procedures, and shall ensure positive identification and recording of both detainee(s) and officer(s).
2. INS detainee(s) shall not be released from the facility into the custody of

other Federal, state or local officials for any reason, except for medical or emergency situations, without the express authorization of INS.

3. The Contractor retains the right to reject or request the removal of any detainee(s) exhibiting violent or disruptive behavior.

ARTICLE V - PERIOD OF PERFORMANCE

1. This Agreement shall remain in effect indefinitely until terminated by either party. Should conditions of an unusual nature occur, making it impractical or impossible to house detainee(s), the Contractor may terminate, suspend or restrict the use of the facility by giving written notice to the INS. Such notice will be provided sixty (60) days in advance of the effective dates of formal termination and at least thirty (30) days in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of detainee(s).

ARTICLE VI - ECONOMIC PRICE ADJUSTMENT

1. Payment rates shall be established on the basis of actual costs associated with the operation of its facility (or facilities) during the latest annual accounting period for which data is available or for which a formal report or audit was issued, or as provided for in an approved annual operating budget for detention facilities.
2. The Federal Government shall reimburse the Contractor at the fixed day rate identified in Article II. The rate may be renegotiated not more than once per year, after the Agreement has been in effect for twelve months. The effective date of any rate adjustment will be negotiated and specified on the IGSA Modification form approved and signed by an INS Contracting Officer. The effective date will be established on the first day of the month for accounting purposes.
3. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the INS.
4. The rate covers one (1) person per "Detainee Day". The Federal Government may not be billed for two (2) days when a detainee is admitted one evening and removed the following morning. The Contractor may bill for the day of arrival but not for the day of departure. A detainee day is defined as a 24 hour period starting at book-in time.
5. The rate may be revised on the basis of data submitted and action taken by either or both the INS and the Contractor within ninety (90) calendar days

before each annual anniversary of the initial Agreement's execution. The Contractor agrees to provide the necessary cost information to support the requested rate increase and to permit an audit of accounting records upon request of INS. Criteria used to evaluate the increase or decrease in the per-capita used to evaluate the increase or decrease in the per-capita rate shall be those specified in the OMB Circular A-87, Cost Principles for State and Local Governments or other guidance as revised, or in accordance with superseding guidance.

6. Unless other justifiable reasons can be documented by the Contractor, any per diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VII - INVOICES AND PAYMENT

1. Invoices shall be submitted to:

U.S. Immigration & Naturalization Service
Newark District Office
970 Broad Street
Newark, New Jersey 07102
Attn: Deportation Unit
Phone: (201) 645-2414

After certified true and correct by the above office, relating invoices will be forwarded to the following address for payment.

U.S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Attn: Finance
Phone: (802) 660-1127

2. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85,31 USC 1801) is applicable to payments under this Agreement and requires the payment to the Contractor of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the offices of Management and Budget Circular A-125.
3. In accordance with the Prompt Payment Act, payments under this Agreement will be made thirty (30) calendar days after the receipt of a proper invoice in the office designated to receive invoices (paragraph 1, above). The date of the check issued in payment shall be considered the date payment is considered to have been made.

4. A proper invoice shall be submitted monthly, in arrears, to the office identified in Paragraph 1, above. To constitute a proper invoice, it must include the name, address, and phone number of the official designated payment office. It shall list each detainee, the specific dates of custody for each, the total number of days for which reimbursement is sought, the agreed-upon detainee-day rate, and the total amount billed. The Agreement number shall be stated on all invoices submitted to INS for final payment.

ARTICLE VIII - MODIFICATIONS AND DISPUTES

1. Either party may initiate a request for modifications to this Agreement. Such requests must be submitted in writing, and approved in writing by a Regional Contracting Officer and the Contractor. The IGSA constitutes the entire agreement between the two parties, and that actions by parties other than those identified or designated within the Agreement will not serve to bind, or incur liability on behalf of either party.
2. Disputes, questions, or concerns pertaining to this Agreement shall be resolved between the INS and the appropriate Contractor official. No resolution may explicitly or implicitly alter the terms and rates contained in this Agreement unless approved by formal modification by a Regional Contracting Officer. Unresolved issues are to be directed to the Contracting Officer, Eastern Regional Office, 70 Kimball Avenue, South Burlington, Vermont 05403-6813.

ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. The Contractor agrees to allow periodic inspections of the facility by INS. The sole purpose of said inspections will be to insure a minimally acceptable level of services and acceptable conditions of confinement under this Agreement. Findings of the inspection will be shared with the facility operations, conditions of confinement and levels of services. The Contractor is required to promptly disclose to the designated INS point of contact any and all public results or copies of facility (or facilities) inspections, reviews, surveys or other forms of examinations.

ARTICLE X - AVAILABILITY OF FUNDS

1. The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any payment may arise until such funds are made available.

ARTICLE XI - EMPLOYMENT OF UNAUTHORIZED ALIENS

1. Subject to existing laws, regulations, Executive Orders, and other provisions of this Agreement, aliens unauthorized to be employed in the United States shall not be employed by the Contractor, or its subcontractors, to work on, under, or with this Agreement. The Contractor shall ensure that this provision is expressly incorporated into and all subcontracts or subordinate agreements issued in support of this Agreement.

ARTICLE XII - CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

1. Annette Ramirez is the Contracting Officer's Technical Representative (COTR) for this Agreement. In the event the COTR is changed, INS will inform the Contractor in writing of the identity of the replacement.
2. The COTR is responsible for: receiving all deliveries; inspecting and accepting the services provided hereunder in accordance with the terms and conditions of this Agreement; providing direction to the Contractor which clarifies the Agreement's effort, fills in details or otherwise serves to accomplish the Agreement's requirements; evaluating performance; and certifying all invoices/vouchers for acceptance of the services furnished for payment prior to forwarding the original invoice to the payment office.
3. The COTR does not have the authority to alter the Contractor's obligations under the Agreement, direct changes that fall within the purview of the Contracting Officer and/or modify any of the expressed terms, conditions, specifications, or cost of the Agreement. If as a result of technical discussions it is desirable to alter/change obligations or requirements, the Contracting Officer shall issue such changes in writing and shall execute same in behalf of the INS.

ARTICLE XIII - CONTRACTOR'S REPRESENTATIVE

1. Any and all correspondence with the Contractor shall be in writing to:

Hudson County Administrator
567 Pavonia Avenue
Jersey City, New Jersey 07306

with copies to:

Hudson County Counsel
567 Pavonia Avenue
Jersey City, New Jersey 07306

IN WITNESS HERETO:

WITNESSED:

Dated: _____

**U.S. Department of Justice
Immigration & Naturalization Service
Eastern Region**

Roger E. Fregeau 4/5/96

Roger E. Fregeau, Contracting Officer

WITNESSED:

Jan A. Byrne

Date: _____

County of Hudson, New Jersey

Robert C. Janiszewski

**Robert C. Janiszewski
County Executive**

**United States Department of Justice
Immigration & Naturalization Service**

Intergovernmental Service Agreement for Housing Federal Detainees

1. Agreement Number ACB-5-I-0001	2. Effective as of date in block 8	3. Modification Number 03
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4. Issuing INS Office Address: Immigration & Naturalization Service 70 Kimball Avenue South Burlington, VT 05403-6813 Contact Person: Roger E. Fregeau, Contracting Officer Phone: (802) b6	5. City/County/State Government: County of Hudson 567 Pavonia Avenue Jersey City, NJ 07306 Contact Person: County Administrator Phone: (201) b6
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6. Description of Modification (EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE AGREEMENT IDENTIFIED IN BLOCK 1 REMAIN UNCHANGED):

This modification number 03 is to replace item 1 in ARTICLE V – Period of Performance with the following:

ARTICLE V – Period of Performance and Bedspace Guarantee

1. This Intergovernmental Cooperative Agreement Number 02-50-02 is between the United States Marshals Service, the Immigration and Naturalization Service and the County of Hudson New Jersey, in accordance with the terms and conditions set forth in Articles I through XII and Schedules A, B, and C. The County shall provide detention space and services for 384 federal prisoners/detainees (128 in USMS custody and 256 in INS custody) each day at the Hudson County Jail for a period of fifteen (15) years commencing on the date of completion of all project(s) listed in the schedules and the fulfillment of payments by the USMS. This agreement shall remain in effect through the period of the CAP agreement, and thereafter until terminated or suspended in writing by either party. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners/detainees.

Local Government is not required to sign this document. Local Government is required to sign this document and return ___ copies to the issuing office.

7. Local Government:

Signature	Date
Name and Title (Type or print)	
Bernard M. Harnett, Jr Hudson County Executive	

(For additional signatures, please attach another page)

8. Federal Government:

	Date	Name (Type or print)
Contracting Officer Signature	6/7/02	ROGER E. FREGEAU

United States Department of Justice
Immigration & Naturalization Service

Intergovernmental Service Agreement for Housing Federal Detainees

1. Agreement Number ACB-5-I-0001	2. Effective as of date in block 8	3. Modification Number 04
4. Issuing INS Office Address: Immigration & Naturalization Service 70 Kimball Avenue South Burlington, VT 05403-6813 Contact Person: Roger E. Fregeau, Contracting Officer Phone: (802) b6 Fax: (802) 951-6455	5. City/County/State Government: County of Hudson 567 Pavonia Avenue Jersey City, NJ 07306 Contact Person: County Administrator Phone: (201) b6 Fax: (201) 795-6428	
6. Description of Modification (EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE AGREEMENT IDENTIFIED IN BLOCK 1 REMAIN UNCHANGED): This modification number 04 is to provide equitable adjustment for burial fees of a detainee in the amount of \$1000.00.		
<input checked="" type="checkbox"/> Local Government is not required to sign this document. <input type="checkbox"/> Local Government is required to sign this document and return ___ copies to the issuing office.		
7. Local Government: Signature _____ Date _____ Name and Title (Type or print) _____ (For additional signatures, please attach another page)		
8. Federal Government: Contracting Officer Signature: <u>Roger E. Fregeau</u> Date: <u>1/7/03</u> Name (Type or print): <u>ROGER E. FREGEAU</u>		

STATE OF NEW JERSEY)
: SS
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this 4th day of June, Two Thousand and Two, before me, the subscriber, a Notary Public personally appeared JEAN A. BYRNES, who being by me duly sworn according to law, on her oath says that she is the Clerk of the Board of Chosen Freeholders of the County of Hudson and that BERNARD M. HARTNETT, JR. is the County Executive, that he knows the corporate seal of said County of Hudson and that the seal affixed to the foregoing instrument is the seal of said County; that the said BERNARD M. HARTNETT, JR. as County Executive signed said instrument and affixed said seal thereto as his voluntary act and deed for the uses and purposes therein expressed, in attestation whereof, she the said JEAN A. BYRNES, as Clerk, subscribed her name thereto

Jean A. Byrnes
JEAN A. BYRNES, CLERK
BOARD OF CHOSEN FREEHOLDERS

Subscribed and sworn to

before me this 4th day

of June, 2002

Maria Corso

MARIA CORSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 19, 2003
ID Number 2108977

COPY

UNITED STATES DEPARTMENT OF JUSTICE
UNITED STATES MARSHALS SERVICE
and
IMMIGRATION AND NATURALIZATION SERVICE

COPY

INTERGOVERNMENTAL COOPERATIVE AGREEMENT NUMBER 02-50-02

This agreement is between the United States Marshals Service, ^{the} Immigration and Naturalization Service and the County of Hudson New Jersey, 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

^{the} COUNTY OF HUDSON, NEW JERSEY

SIGNATURE: Benigno G. Reyna

SIGNATURE: Bernard M. Hartnett, Jr.

TYPED NAME: Benigno G. Reyna

TYPED NAME: Bernard M. Hartnett, Jr.

TITLE: Director

TITLE: County Executive

ADDRESS: 600 Army Navy Drive
Arlington, VA 22202-4210

ADDRESS: 583 Newark Avenue
Jersey City, NJ 07306

EFFECTIVE DATE: 2/22/02

DATE: 1/10/02

(only signatures required by state or local law)

SIGNATURE: Charles L. McNeal

SIGNATURE: Abraham Antun

TYPED NAME: Charles L. McNeal

TYPED NAME: Abraham Antun

TITLE: United States Marshal
District of New Jersey

TITLE: County Administrator

ADDRESS: 50 Walnut Street
Newark, NJ 07102

ADDRESS: 567 Pavonia Avenue
Jersey City, NJ 07306

DATE: 12/14/01

DATE: 1/16/02

SIGNATURE: Grant Specialist

DATE: 1/28/01

IMMIGRATION AND NATURALIZATION SERVICE

SIGNATURE: Anthony S. Langeman

DATE: 1/23/02

TYPED NAME: Anthony S. Langeman

TITLE: Deputy Executive Associate Commissioner

ADDRESS: 425 "I" Street, NW
Washington DC 20536

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

ARTICLE I

AUTHORITY

The United States Marshals Service (USMS) and the Immigration and Naturalization Service (INS) are 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), (USMS) and 8 U.S.C. 1103(a)(9)(B), (INS). The Cooperative Agreement Program is administered by the USMS.

PURPOSE

The purpose of this cooperative agreement is to establish a legal relationship between the USMS, INS and the Hudson County, New Jersey (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, INS or 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 \$7,000,000.00 (\$2,333,340, USMS; \$4,666,660, INS) 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 384 federal prisoners (128 in USMS custody and 256 in INS custody) each day at the Hudson County 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/INS 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 Cost Principles for State, Local, and Indian Tribal Governments. The recipient shall accept a daily jail rate which is supported by actual and allocable 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:

Mr. Ferris B. Polk
Philadelphia Regional Audit Office
Regional Audit Manager
701 Market Street, Suite 201
Philadelphia, Pennsylvania 19106

- 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, D.C. 20531

b) U.S. Marshals Service
Prisoner Services Division
600 Army Navy Drive
Arlington, VA 22202-4210

- 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

extende 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 agreement 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 and INS 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. Re fund 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, INS 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, INS 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

t. 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

a fo, in order to make audit 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) Appear ce. 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. 02-50-02**

The recipient hereby assures and certifies compliance with OMB Circulars A-87, Revised A-102 (28 CFR, Part 65), 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 benefiting from the grant-aided activity.
4. It will comply with requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (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 12599, 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) RF 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.

SCHEDULE B
COOPERATIVE AGREEMENT PLAN

AGREEMENT NO. 02-50-02 GOVT. UNIT Hudson County FACILITY Hudson County Correctional Center

ESTIMATED DATE OF PROJECT(S) COMPLETION 1/1/03 *ESTIMATED DATE BEDS AVAILABLE 1/1/03 *ESTIMATED DATE BEDS EXPIRE 1/1/18

PROJECT NUMBER	PROJECT DESCRIPTION	TTL. FUNDING CEILING (USMS \$2,333,340 INS \$4,666,660)
002-50-02 PP	Expansion and renovation of existing detention center.	\$7,000,000.00

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.

MAR -22 02 (FRI) 18:07
FEB-04-2005 15:21

ICE

TEL: 202 305-9434

1 949 360 6333 P.23/36
P. 020

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.

1. Facility Name: Hudson County Jail 2. USMS CAP Agreement No.: 02-50-02

3. CAP Project Number	Description	Funding Ceiling
002-50-02 PP	Construction of existing detention center	USMS \$2,333,340.00 and INS \$4,666,660
	Total	\$7,000,000.00

Work Start Date: 7/1/01 5. Estimated Completion Date: 7/1/03

Funding Status:

	Funds Approved	Funds Obligated to Date	Balance Remaining
Local Funds			
USMS/ INS Funds	\$7,000,000.00		
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 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: _____
U.S. Marshal

County of Hudson
595 Newark Avenue
Jersey City, New Jersey 07306

Modification No. 02
ACB-5-I-0001

This modification number 02 to the Intergovernmental Service Agreement ACB-5-I-0001 makes the following changes:

ARTICLE II - COVERED SERVICES

Add: Paragraph 2

- 2. The Contractor will provide guard transportation services to and from various locations as required by the INS or U.S. Marshals at the hourly rate of \$23.76 and mileage at \$.325 per mile. (attached for USM only)

Add:

The billing address and POC for the following USM District:

Eastern District of Pennsylvania
U.S. Marshals Service
2110 U.S. Courthouse
601 Market Street
Philadelphia, PA 19106
POC: Gerald Reilley, Deputy U.S. Marshal
Phone: (215) b6

U.S. Department of Justice
Immigration & Naturalization Service

Roger E. Fregean
Roger E. Fregean
Contracting Officer

1/31/00
Date

County of Hudson, New Jersey

Abraham Antun
Abraham Antun
County Administrator

1/31/00
Date

GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:
 - a. Transportation and escort guard services will be performed by at least two (2) armed qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;
 - b. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;
 - c. The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.
2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.
3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.
4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.
6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement.

County of Hudson
595 Newark Avenue
Jersey City, New Jersey 07306

Modification No. 01
ACB-5-I-0001

This modification number 01 to the Intergovernmental Service Agreement ACB-5-I-0001 makes the following changes:

The U.S. Marshals Service is hereby included as a user agency within this Agreement for the housing and subsistence of federal prisoners. Invoices shall be submitted through the local Marshals office for certification and processing of payment for services rendered.

The billing address and POC for each District is as follows:

Southern District of New York

U.S. Marshals Service
U.S. Courthouse
500 Pearl Street, Suite 400
New York, New York 10007
POC: SDUSM b6,b7c
Phone: 212 b6,b7c
Facility Code: 3YU


Eastern District of New York

U.S. Marshals Service
G-80 U.S. Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201-1818
POC: SDUSM b6,b7c
Phone: 718- b6,b7c
Facility Code: 3YU

District of New Jersey

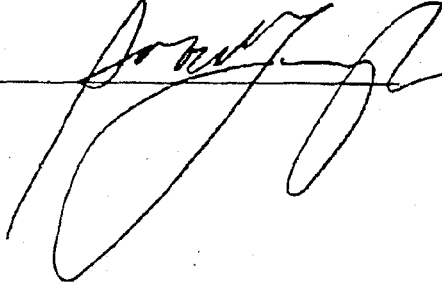
U.S. Marshals Service
50 Walnut Street
Newark, New Jersey 07102
POC: SDUSM b6,b7c
Phone: 973- b6,b7c
Facility Code: 3YU

U.S. Department of Justice
Immigration & Naturalization Service


Roger E. Fregau,
Contracting Officer

7/28/98
Date

County of Hudson, New Jersey



_____ Date

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1 2

1. DATE OF ORDER 02/10/2009	2. CONTRACT NO. (if any) ACB-5-I-0001	6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal
--------------------------------	--	--

3. ORDER NO. HSCEDM-09-F-IG073	4. REQUISITION/REFERENCE NO. 192109FNY31120030	
-----------------------------------	---	--

5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536	b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900
--	---

c. CITY Washington	d. STATE DC	e. ZIP CODE 20536
-----------------------	----------------	----------------------

7. TO: a. NAME OF CONTRACTOR COUNTY OF HUDSON	f. SHIP VIA
---	-------------

b. COMPANY NAME	8. TYPE OF ORDER
c. STREET ADDRESS 595 NEWARK AVENUE	<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

d. CITY JERSEY CITY	e. STATE NJ	f. ZIP CODE 073062394
------------------------	----------------	--------------------------

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE ICE Detention & Removal
--	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es))	12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS	

13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS
--	------------------------------	------------------------	---	--------------------

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 199734448 Field POC: Christopher Shanahan, 212- b6 Program POC: Natilie Ross, 202- b6 Contracting Officer: Jerald Neveleff, 202- b6 Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME DHS, ICE			\$600,000.00	▲
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-DRO-FOD-FNY				
c. CITY Williston	d. STATE VT	e. ZIP CODE 05495-1620	\$600,000.00	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Stephanie Baker TITLE: CONTRACTING/ORDERING OFFICER
--	--

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213(g)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

2 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER: 02/10/2009
CONTRACT NO.: ACB-5-I-0001

ORDER NO.: HSCEDM-09-F-IG073

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>Contracting Specialist: Gervonna Crump, 202- b6</p> <p>This task order is issued against IGSA DROIGSA-08-0026 for the care and detention of adult male/female ICE detainees. Previous task order number HSCEDM-08-F-IG051. Accounting Info: b2Low</p> <p>--- HUDSON</p> <p>QUARTER 1 & 2 MANDAY ESTIMATE OF 32 BEDS @ \$90.</p> <p>Funds are provided October 1, 2008 through March 31, 2009</p> <p>The total amount of award: \$600,000.00. The obligation for this award is shown in box 17(i).</p>	6666.66666	EA	90.00	600,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable) NONE000-000
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF HUDSON 595 NEWARK AVENUE JERSEY CITY, NJ 073062394		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1997344480000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB-5-I-0001	10B. DATED (SEE ITEM 11) 04/23/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$3,500,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of Both Parties

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 22-6002443

DUNS Number: 199734448

The purpose of this modification is to hereby increase the detainee day rate by \$13 from \$77 to \$90 per day and hourly guard rate by \$11.24 from \$23.76 to \$35.

2. Full funding is provided for the these FY07 rate increases in the amount of \$3,500,000.00.

3. The total amount of funding obligated under this IGSA Agreement, ACB-5-I-0001, is \$10,273,712.00.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) HUDSON County OSCAR Aviles, Director Corrections		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elizabeth Heltz, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Oscar Aviles</i> (Signature of person authorized to sign)	15C. DATE SIGNED 2-24-07	16B. UNITED STATES OF AMERICA <i>Elizabeth C. Heltz</i> (Signature of Contracting Officer)	16C. DATE SIGNED 02/24/2007

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB-5-I-0001/P0005

PAGE OF
2 4

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF HUDSON

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>4. The effective date for this modification is February 24, 2007.</p> <p>5. The DRO Program Office POC is Vickie Taylor, 202. b6</p> <p>6. The ICE Office of Acquisition Management POC is Rachel E. Johnson, 202. b6</p> <p>All terms and conditions of IGSA No. ACP-5-I-0001 remain unchanged.</p> <p>Admin Office: US Department of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington, DC 20536</p> <p>Discount Terms: Net 30</p> <p>Accounting Info: b2Low</p> <p>FOB: Destination Period of Performance: 10/01/2006 to 09/30/2007</p> <p>Detainee & Guard Rate Increase Obligated Amount: \$3,500,000.00</p>	1	LO	3,500,000.00	3,500,000.00

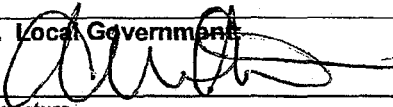

United States Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Detention and Removal

Modification of Intergovernmental Service Agreement

1. Agreement Number ACB-5-I-0001	2. Effective as of date in block 8	3. Modification Number 0005
4. Issuing Office: ICE/DRO Headquarters 425 I Street, NW Washington, DC 20536 Contact Person: Phone:	5. Local Government: County of Hudson 567 Pavonia Avenue Jersey City, NJ 07306 Contact Person: Abraham Antun Phone: (201) b6 FAX: (201) 795-6520	
6. Description of Modification (EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE AGREEMENT IDENTIFIED IN BLOCK 1 REMAIN UNCHANGED): <p>The purpose of this modification is to change the detainee day rate from \$77 to \$90 per day and to change the hourly guard rate from \$23.76 to \$35. All other terms and conditions remain unchanged.</p> <p>DHS/ICE shall be responsible for reviewing and approving the costs associated with this agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate. Future rate proposals shall be prepared using the ICE Jail Services Cost Statement in accordance with the OMB Circular A-87.</p> <p>DHS/ICE shall reimburse the Service Provider at the fixed detainee day rate shown above. The Parties may adjust the rate twenty-four (24) months after the effective date of the agreement and every twelve (12) months thereafter. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If DHS/ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed detainee day rate will be in place indefinitely.</p> <p>DHS/ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As this is a fixed rate agreement, there will be no retroactive adjustment(s).</p>		

United States Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Detention and Removal

Modification of Intergovernmental Service Agreement

<input type="checkbox"/> Local Government is not required to sign this Document.	<input checked="" type="checkbox"/> Local Government is required to sign this Document.	
7. Local Government:		
 Signature	2/24/2007 Date	Abraham Antun, County Administrator Name and Title (Type or Print)
8. Federal Government:		
 Contracting Officer Signature	4/25/2007 Date	Elizabeth Heitz, Contracting Officer Name and Title (Type or Print)