

Intergovernmental Service Agreement

between

Passaic County Jail
11 Marshall Street
Paterson, New Jersey 07501

U.S. Department of Justice
Immigration & Naturalization Service
Federal Building
Burlington, Vermont 05401

BUR-9-85

Immigration & Naturalization Service
Agreement Schedule

Article I - Purpose

The purpose of this Intergovernmental Service Agreement is to establish a formal binding relationship between the U.S. Immigration & Naturalization Service (USINS) and Passaic County (The County) for the detention of persons found to be in violation of the Immigration & Nationality Act and related criminal statutes.

Article II - Covered Services

The housing, safekeeping, and subsistence of USINS detainees in accordance with the contents of this agreement. The unit of service will be the Detain Day and the cost per unit will be established by the County as \$46.23 per Detain Day. The types of detainees will be non-juvenile males and females and the duration of service to be provided will be overnight holds, daily, and long term.

Article III - Support and Medical Services

The County agrees to accept and provide for the secure custody, care and safekeeping of USINS detainees in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility. The County agrees to provide USINS detainees with the same level of medical care and services provided local prisoners including the transportation and security for detainees requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the government. The County further agrees to notify the USINS as soon as possible of all emergency medical cases requiring removal of a detainee from the facility and to obtain prior authorization for removal of all other medical services required.

Article IV - Receiving and Discharging Detainees

In receiving or discharging USINS detainees from the facility, the County agrees to receive and discharge such detainees only to and from persons presenting proper USINS credentials. The USINS agrees to maintain detainee population levels at or below the level established by the facility administrator. USINS detainees shall not be released from the facility or placed into the custody of state or local officials for any reason except for medical or emergency situations, USINS detainees sought for state or local court proceedings may be acquired only with the concurrence of the USINS.

Article V - Period of Performance

This agreement shall remain in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house detainees, the County may suspend or restrict the use of the facility by giving written notice to the USINS. Such notice will be provided 30 days in advance of the effective date of formal termination and at least two weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of detainees.

Article VI - Economic Price Adjustment

1. Payment rates shall be established on the basis of actual costs associated with the operation of the facility during a recent annual accounting period or upon an approved annual operating budget.
2. The rate may be renegotiated not more than once per year, after the Agreement has been effective for twelve months.
3. The County may initiate a request for a rate increase or decrease by notifying the USINS in writing at least 60 days prior to the desired effective date of the adjustment. The County agrees to provide additional cost information to support a rate increase and to permit an audit of accounting records upon request of the USINS.
4. Criteria used to evaluate the increase or decrease in the per-capita rate shall be those specified in the federal cost standards for contracts and grants with State and local governments issued by the Office of Management and Budget.
5. The effective date of the rate modification will be negotiated and specified on the modification form approved and signed by a USINS Contracting Officer. The effective date will be established on the first day of a month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the USINS.
6. Unless other justifiable reasons can be documented by the County, per diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

VII - Financial Provisions

1. The billing address of the USINS office using this facility is as follows:

U.S. Immigration & Naturalization Service
970 Broad Street, Newark, New Jersey 07102
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
Eastern Regional Office
Federal Building
Burlington, Vermont 05401
Attention: Accounting

2. The USINS shall reimburse the County at the fixed rate identified in the agreement. The rate covers one (1) person per prisoner day. The government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The County may bill for the day of arrival but not for the day of departure.

3. 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 County of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment act and the Office of Management and Budget Circular A-125.
4. Payment under this agreement will be due on the thirtieth (30) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date payment is made.
5. The original invoice shall be submitted monthly in arrears to the USINS offices that have been designated to receive invoices, as stated in paragraph 1. To constitute a proper invoice, the invoice must include the name, title phone number and complete mailing address of the official of the designated payment office. In addition, it shall list each detainee, the specific dates of confinement for each, the total days to be reimbursed, the agreed upon rate per day and the total amount billed (total days multiplied by the rate per day).

VIII - Modifications/Disputes

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the USINS Contracting Officer and submitted to the County for Approval.
2. Disputes, questions or concerns pertaining to this agreement will be resolved between the USINS and the appropriate County official. Unresolved issues are to be directed to the Contracting Officer, Eastern Regional Office, Federal Building, Burlington, Vermont 05401.

IX - Inspection and Technical Assistance

1. The County agrees to allow periodic inspections of the facility by USINS. The sole purpose of said inspections will be to insure a minimally acceptable level of services for the purposes of this agreement.

Approved by:

(b)(6), (b)(7)c

(b)(6), (b)(7)c

Sheriff
Passaic County Jail
11 Marshall Street
Paterson, New Jersey 07501

Jan 21, 1985
Date

Roger E. Fregeau

Roger E. Fregeau
Contracting Officer
Immigration & Naturalization
Service, Eastern Region
Federal Building
Burlington, Vermont 05401

1/28/85
Date

Contract BUR-9-85

Memorandum



ER 20/75.44-C

Subject Jail Agreement Bills - Passaic,
NJ, Genesee, NY and Erie County, NY

Date February 7, 1992

To Carlene B. Mackey, Finance
Officer, Office of Budget
and Accounting, Eastern

From Office of Detention
and Deportation,
Eastern

After reviewing the above subject bills, this office recommends payment at the following rates:

Passaic County, NJ	-	\$77.00 per inmate/per day
Erie County, NY	-	\$93.00 per inmate/per day
Genesee County, NY	-	\$80.00 per inmate/per day

Although none of the above local jails have requested rate increases in accordance with the Intergovernmental Service Agreements, this office believes that it is in our best interest to avoid "price bidding wars" with the U.S. Marshals Service (USMS).

The above rates reflect the latest agreements between the USMS and local jails. Since the USMS has been designated as the lead agency in coordinating the availability of jail space at state and local facilities, we should be willing to pay the USMS agreed rate. If you are unable to pay the higher rates at this time, it is recommended that ROPMP modify the existing jail agreements as soon as possible to reflect the USMS rates. Our agreements must remain in effect until such time that we are incorporated into the USMS agreements.

Please note that funding for jail agreements is the responsibility of our field offices. Therefore, certification of availability of funds must be obtained from the benefiting office.

Thomas M. Baranick
THOMAS M. BARANICK
Regional Program Manager

Memorandum

75-44 file
N.S.
I.A.
RODDP



Subject

PASSAIC COUNTY JAIL
INMATE COST INCREASE PER DAY

Date

May 21, 1991

To Stanley E. McKinley
Regional Commissioner
Eastern

From Office of the
District Director
Newark

ATTENTION: Thomas C. Baranick

On May 20, 1991, Mr. John Scillier from the Passaic County Jail called this office. Mr. Scillier stated there would be an increase in the jail cost per inmate, per day. The old rate of \$46.23 per inmate would increase to \$77.00 per inmate.

Mr. Scillier stated a letter would be sent to this office explaining that the increase was due to the U.S. Marshall's service paying \$77.00 per inmate.

ERDDP was notified telephonically on May 20, 1991.

W.R. Tillman

WILLIAM R. TILLMAN
Deputy District Director

MAY 24 1991
U.S. MARSHAL & NATZ SVC (ENC)
ARC-DDP