

Sulphur City Jail
500 B North Huntington
Sulphur, Louisiana 70663

Modification No. 01
IGSA B/DLS-93-6093

This modification number 01 to Intergovernmental Service Agreement B/DLS-93-6093 makes the following changes, effective 10/01/96:

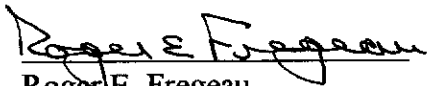
- A. The Agreement number is hereby changed from B/DLS-93-6093 to **ACB-7-I-0043**.
- B. The new Contracting Officer name and address are as follows:

Roger E. Fregeau, Contracting Officer
U. S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Telephone No. b2Low

- C. The new Payment address on page 3 of the Agreement is as follows:

U. S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Attn: Finance
Telephone No. (802) 660-1127

For the INS:



Roger E. Fregeau
Contracting Officer
Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, VT 05403-6813

Date: 12/19/96

INTERGOVERNMENTAL SERVICE AGREEMENT

PURPOSE

The purpose of this Intergovernmental Service Agreement is to establish a formal binding relationship between the United States, Immigration and Naturalization Service (hereafter referred to as the "Service") and the City of Sulphur, Louisiana (hereafter referred to as the "Provider") for the detention and care of aliens.

SUPPORT AND MEDICAL SERVICES

The Provider agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

The Provider agrees to provide detainees with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. The Provider shall also notify the designated contact person at the local Service office, when medical care is provided to a detainee at a medical care facility outside of the Provider's facility, in accordance with procedures to be established and mutually agreed upon.

The Provider further agrees that all costs associated with hospital or health care services provided outside the Provider's facility, will be paid directly to the caring facility by the Service. In this case, the caring facility shall invoice the Service directly for services provided.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision

2. Full compliance with applicable fire and/or life safety codes, and has appropriate smoke/fire detection equipment installed in the facility.
3. A minimum of two meals in a 24 hour period for each detainee. No fewer than 1,500 calories total per 24 hours and, if detention exceeds four (4) days no fewer than 2,000 calories per day thereafter. There will also be no more than 14 hours between meals.
4. Appropriate 24 hour emergency medical care, and emergency evacuation procedures.
5. When detained overnight, each detainee will be provided a mattress, and, when appropriate, a blanket.

FACILITY LOCATION

The Provider shall provide detention services for aliens at the following institution(s): [Name & Address of Each Institution]

Sulphur City Jail
500 B North Huntington
Sulphur, Louisiana 70663

INSPECTION

The Provider agrees to allow periodic inspections of the facility by INS jail inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is \$ 25.00 per manday. The rate covers one person per day. The Government may not be billed for two days when an alien is admitted one evening and removed the following morning. The Provider may bill for the day of arrival but not for the day of departure.

The Provider shall prepare and submit an itemized invoice for services provided each month, in arrears. The invoice is to be

submitted to the following location:

U. S. BORDER PATROL
P.O. BOX 6218
NEW ORLEANS, LOUISIANA 70174

Payments under this agreement shall be effected within thirty calendar days after receipt of a correct and proper invoice, by the following office:

IMMIGRATION & NATURALIZATION SERVICE
7701 NORTH STEMMONS FREEWAY (ROBUD)
DALLAS, TEXAS 75247-9998

Payments effected under the terms of this agreement are to be submitted to the following address:

CITY OF SULPHUR POLICE DEPARTMENT
P.O. BOX 1309
SULPHUR, LOUISIANA 70664

This agreement shall be in effect upon execution by both parties, and shall remain in effect until terminated, in writing, by either party.

Should conditions of an unusual nature occur making it impractical or undesirable to continue to house aliens, the Provider may suspend or restrict the use of the facility by the Service by giving written notice of such intent to the Service. Such notice will be provided 30 days in advance of the effective date of a formal termination and at least two weeks in advance of suspension or restriction of use unless an emergency situation requires the immediate relocation of aliens.

The Provider may initiate a request for a rate increase or decrease by notifying the local office of the Service in writing at least 60 days prior to the desired effective date of the adjustment. Any rate increase must be justified in writing to the local Service office prior to being approved. Changes in rates or other terms and/or conditions of this agreement, shall be effected by the issuance of either an amendment to this agreement, or the execution of a new agreement.

ORDERING OFFICE(S)

The following Service office(s) at the address(s) shown may place orders for detention related services in accordance with the text above:

New Orleans Sector Border Patrol Stations including Lake Charles, Baton Rouge, New Orleans, Little Rock AR, and New Orleans District Office.

All detention related services should be coordinated through the Lake Charles Border Patrol Station, P.O. Box 868, Lake Charles, LA 70602

CONTACT PERSONS

The Provider is advised to contact the following representative(s) at the local Service office(s) for assistance in matters related to this agreement:

Name: [redacted] b6,b7c
Title: Senior Border Patrol Agent
Phone #: [redacted] b2Low

Name: [redacted] b6,b7c
Title: Detention Enforcement Officer
Phone #: [redacted] b2Low

The Service may contact the following representative of the Provider for assistance in matters related to this agreement:

Name: [redacted] b6,b7c
Title: Chief Of Police
Phone #: [redacted] b6

CONCURRENCE/FUNDING DATA:

1251/2501/Approved: _____ ARC-RODDP

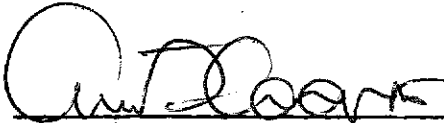
Nancy Kennedy *ROBUD*

SIGNATURES & EXECUTION

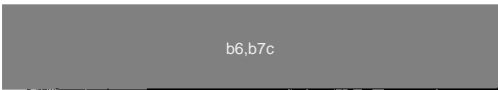
U.S. Department of Justice
IMMIGRATION AND
NATURALIZATION SERVICE

City of Sulphur
Sulphur, Louisiana

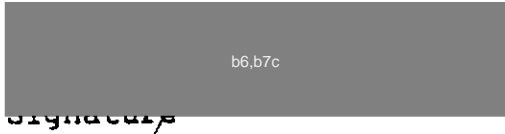
ARTHUR S. COOPER, III
Contracting Officer


Signature

6/2/93
Date Signed


b6,b7c

Name of Person Authorized to
Sign on Behalf of the Provider


Signature

4-14-93
Date Signed

SR

SR