

1. AGREEMENT NUMBER J-A55-M-083		2. EFFECTIVE DATE 10 / 1 / 87		3. REQUISITION/PURCHASER/REQUEST NO. 0203-A55-87		4. CONTROL NO.	
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE OPERATIONS SUPPORT DIVISION PROGRAM ADMINISTRATION BRANCH 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102				6. GOVERNMENT ENTITY COUNTY OF ERIE Erie County Sheriff's Department 10 Delaware Avenue Buffalo, New York 14202		FACILITY CODE(S) ZAT	
7. APPROPRIATION DATA 1581020				Contact Person: (b)(6), (b)(7)(C) , Chief Area Code & Telephone No. (b)(6), (b)(7)(C)			
8. ITEM NO.	9. SUPPLIES/SERVICES			10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
	This Agreement is for the housing, safekeeping and subsistence of adult male and female Federal prisoners including guard services in accordance with the contents set forth herein. Doc. No. 88-405-Sh Approved as to Form Erie County Attorney MAR 15 1988			ESTIMATED USMS PRISONER DAYS/YR. 7,300	PDs	FIXED RATE \$75.00	ESTIMATED ANNUAL PAYMENT \$547,500.00
				ESTIMATED GUARD HOURS/YR. 650	HRS	NTE \$12.13	\$ 7,884.50
14. AGENCY CERTIFYING To the best of my knowledge and belief, the information submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.				15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER Dennis T. Gorski (Signature) Date 4/4/88 DENNIS T. GORSKI, Erie County Executive Title APPROVED AS TO CONTENT Thomas F. Higgins (Signature) Date 3/18/88 THOMAS F. HIGGINS, Erie County Sheriff Title			
16. TYPE OF USE <input type="checkbox"/> Hold Over <input checked="" type="checkbox"/> Regular Support <input type="checkbox"/> Seasonal Support <input type="checkbox"/> Other		17. PRISONER TYPE TO BE INCLUDED UNSENTENCED SENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Aliens <input type="checkbox"/> Work Release <input type="checkbox"/> YCA Male <input type="checkbox"/> YCA Female		19. This Negotiated Agreement is Hereby Approved and Accepted for THE UNITED STATES OF AMERICA BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE BY J. B. Enders (SIGNATURE OF CONTRACTING OFFICER)			
18. LEVEL OF USE <input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major		20. ANTICIPATED ANNUAL USAGE UNSENTENCED SENTENCED ALIENS TOTAL No. of Prisoners 7,300 7,300 Prisoner Days 650 650 Guard Hours		21. NAME OF AUTHORIZING OFFICIAL (Type or Print) JOSEPH B. ENDERS		22. DATE SIGNED 11 / 18 / 87	

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ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service and other federal user agencies (the Federal Government) and Erie County, New York (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at the Erie County Holding Center (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
2. The Local Government agrees to provide federal prisoners 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. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government.
3. The Local Government agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

ARTICLE III - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded to custody by a U.S. Marshal may only be released to a U.S. Marshal or an agent specified by the U.S. Marshal of the Judicial District.
3. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical or emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE IV - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This Agreement shall remain in effect for a period of fifteen (15) years after CAP Agreement Project No. 1-55-84 is completed. During this time period, the Local Government agrees to provide twenty (20) spaces for Federal user agencies each day. After the fifteen (15) year period provided for in the above mentioned CAP Agreement is completed, the Agreement shall remain in effect indefinitely until terminated or suspended in writing by either party. Such termination or suspension shall be accomplished by giving written notice to the U.S. Marshal and the affected user agency.

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 federal prisoners.

ARTICLE V - PER-DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per-diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period or as provided for in an approved annual operating budget for detention facilities.
2. The Federal Government shall reimburse the Local Government at the fixed day rate identified on page 1 of the Agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve months.
3. The rate covers One (1) person per "prisoner day". The Federal Government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival but not for the day of departure.
4. When a rate increase is desired, the Local Government shall submit a written request to the U.S. Marshal at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be obtained from the U.S. Marshal. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the U.S. Marshal.
5. Criteria used to evaluate the increase or decrease in the per-diem 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.
6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a Marshals Service 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 U.S. Marshal.
7. Unless other justifiable reasons can be documented by the Local Government, per-diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VI - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agencies listed below for certification and payment.

United States Marshal
68 Court Street
Buffalo, New York 14202

Bureau of Prisons, CPM
Federal Building 2002A
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222

Phone: (716) 846-4851

Phone: (412) 644-6560

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2. To constitute a proper monthly invoice, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per-diem rate, and the total amount billed (total days multiplied by the rate per day) shall be listed). The name, title, complete address and phone number of the Local Official responsible for invoice preparation should also be listed on the invoice.

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 Local Government 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 (30th) 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.

ARTICLE VII - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the Marshals Service to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the Marshals Service and shall be returned to the custody of the Marshals Service upon termination of the agreement.

2. The Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of U.S. Marshals Headquarters. The loss or destruction of any such excess property shall be immediately reported to the U.S. Marshal and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000.00 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.

3. The suspension of use or restriction of bed space made available to the Marshals Service are agreed to be grounds for the recall and return of any or all government furnished property.

4. The dollar value of property provided each year will not exceed the annual dollar payment made by the Marshals Service for prisoner support.

ARTICLE 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 U.S. Marshals Service contracting officer and submitted to the Local Government on form USM 241a for approval.

2. Disputes, questions or concerns pertaining to this agreement other than CAP space guarantees will be resolved between the U.S. Marshal and the appropriate local official. Unresolved issues to include guaranteed detention space provided for in the CAP Agreement are to be directed to the Chief, Operations Support Division, U.S. Marshals Service Headquarters.

ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. The Local Government agrees to allow periodic inspections of the facility by U.S. Marshals Service Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement and levels of services.
2. The Marshals Service will endeavor to provide or acquire technical training and management assistance from other federal, state or local agencies or national organizations upon the request of the facility administrator.

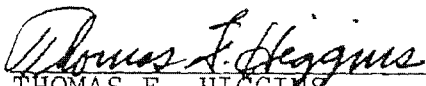
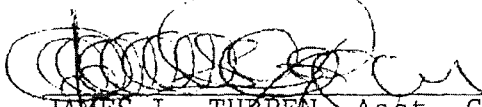
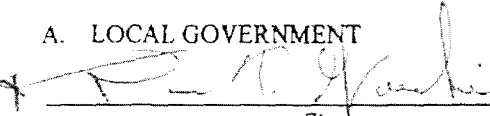

ARTICLE X - GUARD SERVICES

1. The Local Government agrees, upon request of the federal agency in whose custody a prisoner is held, to provide:
 - a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care; and
 - b. Transportation and stationary guard services for federal prisoners committed to a medical facility.
2. 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 U.S. Marshal to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.
3. The user government agency agrees to reimburse the Local Government for guard services at the rate established on page one (1) of this agreement.

ARTICLE X - GOVERNMENT REPRESENTATION

Pursuant to the authority of 28 U.S.C. §§ 517 and 518(b), the United States will offer legal representation to the Local Government, its officials and agents, in its capacity as a provider of detention services for the United States, in legal actions brought by federal inmates housed by the Local Government in the Local Government's facility pursuant to the provisions of this agreement, when such legal actions involve the conditions of confinement or incidents arising from such confinement, which occur while the federal inmate was housed in said facility pursuant to the agreement. This representation is offered to protect the interests of the United States and it therefore shall extend only to the defense of those practices and conditions which are consistent with the practices and policy of the United States and the United States Marshals Service regarding treatment of federal inmates in local facilities, as determined by the United States through the United States Attorney in the district in which the legal action is pending and the Criminal Division of the Department of Justice, on a case-by-case basis, after a review of the issues and facts involved. Included in this review will be a determination as to whether the actions of an official or agent of the Local Government being sued reasonably appear to have been performed within the scope of his authority. Under this provision, the Federal Government will provide legal representation only and will not indemnify the Local Government or its officers or agents if any money judgments are awarded against them.

Modification of Intergovernmental Agreement

1. MODIFICATION NO. <p style="text-align: center;">One (1)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">June 1, 1989</p>	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Erie County Holding Facility 10 Delaware Avenue Buffalo, New York 14202		5. IGA NO. J-A55-M-083
		6. FACILITY CODE(S) 2AT	
7. ACCOUNTING CITATION 15X1020		8. FUNDING AMOUNT \$620,500.00	
9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION: The purpose of this modification is to increase the jail day rate from \$75.00 to \$85.00.			
APPROVED AS TO CONTENT  THOMAS F. HIGGINS Erie County Sheriff		APPROVED AS TO FORM  JAMES L. TUPPEN, Asst. Co. Atty. DOC. NO. 89-671-5h	
10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:			
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL	
11. APPROVALS:			
A. LOCAL GOVERNMENT  DENNIS T. GORSKI Erie County Executive TITLE 8/4/89 DATE		B. FEDERAL GOVERNMENT  Patricia H. Machery, Chief Prisoner Operations Division TITLE 6/1/89 DATE	