

DROIGSA-09-0005  
 INTER-GOVERNMENTAL SERVICE AGREEMENT  
 BETWEEN THE  
 UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
 U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
 OFFICE OF DETENTION AND REMOVAL  
 AND  
 YUBA COUNTY, CA

This Inter-Governmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and Yuba County ("Service Provider") for the detention and care of aliens ("detainees"). The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

**FACILITY LOCATION:**

The Service Provider shall provide detention services for detainees at the following institution(s):

**YUBA COUNTY JAIL  
 215 FIFTH STREET  
 MARYSVILLE, CA 95901**

**INTERGOVERNMENTAL SERVICE AGREEMENT**

- ATTACHMENT 1– Title 29, Part 4 Labor Standards for Federal Service Contract Clause
- ATTACHMENT 2 – Wage Determination Number 2008-0362 Dated 10/22/2008.

**IN WITNESS WHEREOF**, the undersigned, duly authorized officers, have subscribed their names on behalf of Yuba County and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

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

Contracting Officer  
 (b)(6), (b)(7)(c)

E

Date: 15 DEC 2008

**ACCEPTED:**

[Service Provider Organization]

[Name] Yuba County Board of Supervisors  
 [Title] Chairman

By: [Signature]

Date: November 18, 2008

APPROVED AS TO FORM  
 DANIEL G. MONTGOMERY,  
 COUNTY COUNSEL

BY: [Signature]

## **Article I. Purpose**

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention, and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees". This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I, C.
- C. Guidance: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee day rate is **\$71.58**. 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.

## **Article II. General**

- A. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order, in writing. The effective date of the Agreement will be negotiated and specified in a delivery order to this Agreement that is supported by the ICE Contracting Officer. This Agreement is neither binding nor effective unless signed by the ICE Contracting Officer. Payments at the approved rate will be paid upon the return of the signed Agreement by the authorized Local Government official to ICE.
- B. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer's Technical Representative (COTR) or designated ICE official if it intends to house ICE detainees in a facility other than the Yuba County Jail. If either that facility, or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All

payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor.

- C. Consistent with Law: This is a firm fixed rate agreement, not cost reimbursable agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

### **Article III. Covered Services**

- A. Bedspace: The Service Provider shall provide male/female beds on a space available basis. The Service Provider shall house all detainees as determined within the Service Provider's classification system. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article III.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COTR or designated ICE official. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.
- C. Unit of Service and Financial Liability: The unit of service is called a "detainee day" and is defined as one person per day. The detainee day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such costs include but are not limited to:
- 1) Salaries of elected officials
  - 2) Salaries of employees not directly engaged in the housing and detention of detainees
  - 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
  - 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
  - 5) Operating costs of facilities not utilized by Federal detainees
  - 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
  - 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
  - 8) Contingencies

- D. Interpretive Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. ICE will reimburse the Service Provider for the actual costs associated with providing commercial written or telephone language interpretive services. Upon request, ICE will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally either in English or the detainees' language, as appropriate, to detainees who cannot read. The Service Provider shall include the actual costs that the Service Provider paid for such services on its monthly invoice. Except in emergency situations, the Service Provider shall not use detainees for translation services. If the Service Provider uses a detainee for translation service, it shall notify ICE within twenty-four (24) hours of the translation service.
- E. Escort and Transportation Services: The Service Provider will provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services will be required for escorting detainees to court hearings; escorting witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least two (2) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities. See Article XVII.

#### **Article IV. Receiving and Discharging Detainees**

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/ICE. Presentation of U.S. Government identification shall constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE shall furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: ICE detainees 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 express authorization of ICE.
- C. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COTR or designated ICE official immediately regarding any such requests.



- D. Service Provider Right of Refusal: The Service Provider retains the right to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- E. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COTR or designated ICE official within two (2) hours of evacuation.

#### **Article V. DHS/ICE Detention Standards**

##### Satisfactory Performance:

The Service Provider is required to house detainees and perform related detention services in accordance with the most current edition of **ICE National Detention Standards** (<http://www.ice.gov/partners/dro/opsmanual/index.htm>). ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE National Detention Standards.

#### **Article VI. Medical Services**

- A. Auspices of Health Authority: The Service Provider shall provide ICE detainees with on-site health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on-site.
- B. Level of Professionalism: The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by United States Public Health Service (USPHS) Division of Immigration Health Services (DIHS).
- C. Access to Health Care: The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all ICE detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care staff. The Service Provider shall furnish the detainees instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.

- D. On-Site Health Care: The Service Provider shall furnish on-site health care under this Agreement. **The Service Provider shall not charge any ICE detainee an additional fee or Co-payment for medical services or treatment provided at the Service Provider's facility.** The Service Provider shall ensure that ICE detainees receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening within twenty-four (24) hours of arrival at the Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, and contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.
- E. Arrival Screening: Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical). The health care service provider or trained health care personnel may perform the arrival screening.
- F. Acceptance of Detainees with Extreme Health Conditions: If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify the ICE COTR or the designated ICE official. Upon such notification the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- G. DIHS Pre-Approval for Non-Emergency Off-Site Care: The Service Provider shall obtain DIHS approval for any non-emergency, off-site healthcare for any detainee. DIHS acts as the agent and final health authority for ICE on all off-site detainees medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for ICE detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical health services to DIHS. For medical care provided outside the facility, DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Service Provider shall send all requests for pre-approval for non-emergent off-site care to:

Phone: (888) 718-8947  
FAX: (866) 475-9349  
Via website: [www.inshealth.org](http://www.inshealth.org)

The Service Provider is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

United States Public Health Services  
Division of Immigration Health Services  
1220 L Street, NW PMB 468  
Washington, DC 20005-4018  
(Phone): (888)-718-8947  
(FAX): (866)-475-9349  
Via website: [www.inshealth.org](http://www.inshealth.org)

- H. Emergency Medical Care: The Service Provider shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off-site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.
- I. Off-Site Guards: The Service Provider shall provide guards at all times detainees are admitted to an outside medical facility.
- J. DIHS Visits: The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.

## **Article VII. No Employment of Unauthorized Aliens**

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, ICE detainees shall not be required to perform manual labor.

## **Article VIII. Employment Screening Requirements**

- A. General. The Service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.
- B. Employment Eligibility. Screening criteria that will exclude applicants from consideration to perform under this agreement includes:
  - 1. Felony convictions
  - 2. Conviction of a sex crime
  - 3. Offense/s involving a child victim
  - 4. Felony drug convictions

5. Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.
6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

The Service Provider shall certify that each employee working on this Agreement will have a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement.

The Service Provider shall recertify their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce.

The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrest/s to superiors.

- C. Security Management. The Service Provider shall appoint a senior official to act as the Agreement Security Officer. The individual will interface with the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Service Provider.

The COTR and Contracting Officer shall have the right to inspect the procedures, methods, all documentation and facilities utilized by the Service Provider in complying with the security requirements under this Agreement. Should ICE determine that the Service Provider is not complying with the security requirements of this Agreement, the Service Provider shall be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with these employment screening requirements.

## **Article IX. Period of Performance**

- A. This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 60 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article XI.



## **Article X. Inspection**

- A. Jail Agreement Inspection Report: The Jail Agreement Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Jail Agreement Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. Possible Termination: If the Service Provider fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to the provisions of Articles IX and XI.
- C. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. Access to Detainee Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody.

## **Article XI. Modifications and Disputes**

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer and the authorized signatory of the Service Provider have approved the modification in writing.
- B. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The

Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

## **Article XII. Adjusting the Detainee Day Rate**

- B. ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document, Article I. (C). The Parties may adjust the rate twelve (12) 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 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 as stated in this Agreement will be in place indefinitely. See Article XI A.
- B. 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 are **no** retroactive adjustment(s).

## **Article XIII. Enrollment, Invoicing, and Payment**

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Invoicing: The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each ICE detainee; detainee's A-number; specific dates of detention for each detainee; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Service Provider shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

Department of Homeland Security  
ATTN: Immigration and Customs Enforcement  
Contracting Officer's Technical Representative (COTR)  
Address:  
Phone: XXX-XXX-XXXX  
Fax: XXX-XXX-XXXX



**NOTE:** Consolidated invoicing will be implemented. Effective 12 January 2009, all invoices shall be submitted in accordance with the below:

B. Invoicing – The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

**a. By mail:**

DHS, ICE

**Burlington Finance Center**

P.O. Box 1620

Williston, VT 05495-1620

Attn: ICE-DRO-FOD-SAN FRANCISCO-INVOICE

**b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)**  
802-288-7658

**c. By e-mail:**

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

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and **shall** be notated on every invoice submitted to ICE on or after January 12, 2009 to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

- a. the name and address of the facility;
- b. Invoice date and number;
- c. Agreement number, line item number and, if applicable, the Task order number;
- d. Terms of any discount for prompt payment offered;
- e. Name, title, and phone number of person to notify in event of defective invoice;
- f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)
- g. the total number of residential/detainee days;
- h. the daily rate;
- i. the total residential/detainee days multiplied by the daily rate;
- j. the name of each ICE resident/detainee;
- k. resident's/detainee's A-number;
- l. specific dates of detention for each resident/detainee;
- m. an itemized listing of all other charges;
- n. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.

**Items a. through i. above must be on the cover page of the invoice. Invoices without the above information may be returned for resubmission.**

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30<sup>th</sup>) calendar day after the ICE Deportation office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act.

#### **Article XIV. Government Furnished Property**

- A. Federal Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all government furnished property.
- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any Federal Government property immediately to ICE.

#### **Article XV. Hold Harmless and Indemnification Provisions**

- A. Service Provider Held Harmless: ICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or is incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*
- B. Federal Government Held Harmless: The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the tenets of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.
- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, ICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have ICE substituted as the proper party

defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at ICE's expense, furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

## **Article XVI. Financial Records**

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (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 three (3) year period, whichever is later.
- B. Access to Records: ICE 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 the Service Provider or its sub-contractors, which are pertinent to the award, in order to make audits, 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.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

## **Article XVII. Escort/Stationary Guard and/or Transportation Services**

- A. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of the Federal Government in whose custody an ICE detainee is held, to provide all such air/ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COTR or designated ICE official. ICE directed transportation will be reimbursed at the rate of \$29.04 per hour for Yuba County employees and \$25.00 per hour for contracted employees. Transportation mileage shall be reimbursed at the mileage rate established pursuant to the General Services Administration (GSA)/federal travel allowance rates) in effect at the time of award. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of \$29.04 per hour for Yuba County



employees and **\$25.00 per hour for contracted employees**. At least two (2) qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices will perform transport services.

Transportation shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rate at the time of Award. The mileage rate for this agreement is \$0.585/mile. Mileage shall be denoted as a separate item on submitted invoices.

- B. Medical/Legal Transportation: Transportation and/or escort/stationary guard services for ICE detainees housed at the Service Provider's facility to and from a medical facility for outpatient care, and transportation and/or escort guard services for ICE detainees housed at the Service Provider's facility admitted to a medical facility; and to detainees attending off-site court proceedings. An officer or officers, shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Service Providers agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation and contraband control.
- C. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- D. Personal Vehicles: The Service Provider shall not allow employees to use their personal vehicles to transport detainees. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
- E. Training and Compliance: The Service Provider shall comply with ICE transportation standards (<http://www.ice.gov/partners/dro/opsmanual/index.htm>) related to the number of hours the Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this agreement.
- F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- G. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- H. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.

## **Article XVIII. Contracting Officer's Technical Representative**

- A. The Contracting Officer's Technical Representative (COTR) shall be designated by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- B. Should the Provider believe they have received direction that is not within scope of the agreement; the Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Provider shall continue performance of efforts that are deemed within scope.

## **Article XIX. Labor Standards and Wage Determination**

The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is here by incorporated—Attachment I. These standards and provisions are included in every contract/IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees--See Attachment 1.

Wage Determination: Each service employee employed in the performance of this contract/IGSA shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract--See Attachment 2.

## **Article XX. Notification and Public Disclosures:**

There shall be no public disclosures regarding this agreement made by the **PROVIDER** (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer.

\*\*\*\*\*

END OF DOCUMENT

\*\*\*\*\*

## **TITLE 29--LABOR**

### **PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents**

#### **Subpart A Service Contract Labor Standards Provisions and Procedures**

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement.

within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b) (2) (i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract. (vi) Upon discovery of failure to comply with paragraphs (b) (2) (i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate,

and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for



services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage

determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)(1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July [[Page44)) 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	\$14.24
GS-07	\$17.64

Search current rates at <http://www.opm.gov/oca/08tables/>

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer

shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or [[Page 45]]

(2)(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

- Paragraph

OMB control number

(b)(2) (i)--(iv) ..... 1215-0150



(e).....	1215-0150
(g)(1) (i)--(iv).....	1215-0017
(g)(1) (v), (vi).....	1215-0150
(l) (1), (2).....	1215-0150
(q)(3).....	1215-0017

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[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at  
61 FR 68663, Dec. 30, 1996]

REGISTER OF WAGE DETERMINATIONS UNDER THE  
SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Shirley F. Ebbesen Director      Division of Wage  
Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 2008-0362  
Revision No.: 1  
Date of Last Revision: 10/22/2008

State: California

Area: California County of Yuba

Employed on U.S. Department of Homeland Security contract agreement for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division and Yuba County Jail in Yuba, CA.

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; \$6.55 per hour, effective July 24, 2008.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.



# Yuba County Sheriff's Department

*Steven L. Durfor, Sheriff - Coroner*



*215 5th Street, Suite 150, Marysville, CA 95901  
Ph: 530-749-7777 • Fax: 530-741-6445*

November 19, 2008

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

Contract Negotiator

Department of Homeland Security  
801 I Street NW, Suite 900  
Washington, DC 20536

RE: DROIGSA-09-0005  
Inter-governmental Service Agreement

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

Enclosed please find the Intergovernmental Service Agreement between the United States Department of Homeland Security Immigration and Customs Enforcement and the County of Yuba for the detention and care of federal detainees. The agreement was approved by our Board of Supervisors on November 18, 2008.

Please return a fully executed copy of the agreement to my attention as your earliest convenience.

Should you have any questions, please contact me at (530) 749- (b)(6), (b)(7)(c)

SINCERELY,

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

SHERIFF-CORONER  
(b)(6), (b)(7)(c)

Sheriff's Financial Manager

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE		PAGE OF PAGES 1 4	
2 AMENDMENT/MODIFICATION NO. P00001		3 EFFECTIVE DATE 04/02/2009		4 REQUISITION/PURCHASE REQ NO N/A	
5 PROJECT NO (If applicable)		7 ADMINISTERED BY (If other than Item 6)		CODE ICE/DM/DC-DC	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Attn: <<Enter Contract Specialist>> Washington DC 20536	
9 ISSUED BY		CODE ICE/DM/DC-DC		10A MODIFICATION OF CONTRACT/ORDER NO DROIGSA-09-0005	
CODE 1215269530000		FACILITY CODE		10B DATED (SEE ITEM 13) 12/15/2008	

**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)**

N/A

**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)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 121526953

The purpose of this no cost modification is to revise the Article Escort/Stationary Guard and/or Transportation Guard language and mileage rate to \$0.55 per mile in accordance with the latest GSA allowance and add Government Furnished Property Language.

Accordingly, revise the agreement as follows:

Under Article XVII. Escort/Stationary Guard and/or Transportation Guard revise as follows:

a. Add Transportation Officers hourly rates as follows:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print)

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(o)(L)(q) (9)(q)

(o)(L)(q) (9)(q)

15C. DATE SIGNED

16C. DATE SIGNED

(o)(L)(q) (9)(q)

04/02/09

3 Apr 09

NSN 7540-01-152-6070  
Previous edition unusable

(o)(L)(q) (9)(q) by GSA  
FPMR 53.243

ICE.2012FOIA3030001940

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0005/P00001

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR  
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Officers providing transportation services in support of the ICE Processing requirements will be responsible for recording and reporting their time spent providing transportation services and will be reimbursed for their time so spent at the rate of \$37.35 per hour.</p> <p>b. Under the transportation mileage rate, revise from \$0.585 to \$0.55 per mile.</p> <p>Add Article XXI Government Furnished Property as follows:</p> <p>The Government shall provide the Yuba County with a Government vehicle and Government Fuel Card for the purposes of transporting Yuba County Officers to and from ICE designated facilities, or alternative transportation sites, in support of the ICE San Francisco Field Office's transportation needs. The vehicle assigned for this purpose will remain the property of the federal government, and all costs associated with the operation and use of the vehicle, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program. The hourly guard rate will not be reimbursed through the Fleet Management Program. The hourly guard rate will be reimbursed through a task order issued against the housing agreement.</p> <p>Any and all repair and maintenance needs of the vehicle will be coordinated and handled through the San Francisco Field Office Fleet Management Program.</p> <p>Yuba County Jail (Y CJ) agrees to be responsible for reimbursement to the Agency for any damages sustained by the vehicle as a result of any act or omission on the part of the Y CJ, its employees and or persons acting on behalf of the Y CJ. The Y CJ will be responsible to promptly report any accidents or damage to the government vehicle in accordance with the ICE Management Directive (listed below) and any other Agency policies that pertain to reporting such damage. The Y CJ agrees to fully cooperate and assist the Agency in making any claims against a third-party tortfeasor who was at fault for causing the property damage to the government vehicle.</p> <p>Continued ...</p>				



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0005/P00001

PAGE 3 OF 4

NAME OF OFFEROR OR CONTRACTOR  
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In addition, the YCJ agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigation filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of YCJ employees, agents, or other persons acting on behalf of the YCJ. The YCJ agrees to fully cooperate and assist the Agency in the defense of any claims made against the Agency, and in the event or a settlement or judgment entered against the Agency for a claim or litigation brought against the Agency for the negligent acts or omissions of YCJ employees or agents, the YCJ agrees to reimburse the Agency for said settlement or adverse judgment.</p> <p>In order for the ICE San Francisco Field Office to maintain accurate fleet records of the transportation services assigned to use the vehicle, the YCJ Officers utilizing the vehicle must complete specific documentation that will be provided by the Agency, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicle for damage each time the vehicle is used. The forms that will be required include, but are not limited to:</p> <p>1) Vehicle Inspection Report: to inspect and report any problems. 2) Vehicle Maintenance Information Center Request Form: to be completed for any oil changes and/or repairs.</p> <p>San Francisco Field Office POC: (GOV) Mission Support Specialist (b)(6), (b)(7)(C) 491 (b)(6), (b)(7)(c)</p> <p>This Vehicle Use Agreement will remain in effect until such time as the parties determine it should be terminated. A party seeking to terminate the agreement must submit a written Notice of Termination no less than sixty (60) days prior to the effective date of the termination. Upon termination of this agreement the YCJ will deliver the ICE vehicle to the location specified by the Agency and surrender all keys and paperwork pertaining to the vehicle. Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0005/P00001

PAGE 4 OF 4

NAME OF OFFEROR OR CONTRACTOR  
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>YCJ will be responsible for any costs or expenses associated with the return of the vehicle, to include, but not be limited to, towing charges, title replacement fees or licensing expenses made necessary by the loss of any paperwork associated with the vehicle.</p> <p>The following Management Directives will be delivered to the YCJ and incorporated into the terms of this Agreement:</p> <p>MD 0510 Motor Vehicle Fleet Management MD 1120 Capitalization and Inventory of Personal Property MD 1650 Personal Property Claims and Tort Claims</p> <p>c) The following DHS/ICE forms for Government Owned Vehicle management are attached hereto for use by the YCJ in complying with the terms of this agreement:</p> <p>1) Vehicle Maintenance information Center Request Form (1 page) 2) DHS-ICE DETENTION AND REMOVAL OPERATIONS VEHICLE INSPECTION &amp; ACTIVITY REPORT (2 pages)</p> <p>Period of Performance: 01/01/2009 to 12/31/2013</p>				

Issue Date: 06/01/2003

## **CAPITALIZATION AND INVENTORY OF PERSONAL PROPERTY**

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### **I. Purpose**

This directive establishes the Department of Homeland Security (DHS) policy for capitalization and inventory of personal property.

### **II. Scope**

This directive applies to all DHS organizational elements serviced by the DHS Office of the Chief Financial Officer. All organizational elements that receive financial management support from another Federal agency or that have existing programs, should continue to use those procedures until a DHS-wide system is developed and implemented.

### **III. Authorities**

This directive is governed by numerous national policies, such as:

- A. Statement of Federal Financial Accounting Standards (SFFAS) #6  
"Accounting for Property, Plant and Equipment (PP&E)."
- B. Statement of Federal Financial Accounting Standards (SFFAS) #8  
"Supplementary Stewardship Reporting."
- C. Chief Financial Officers Act of 1990, as amended.
- D. Joint Federal Management Improvement Program (JFMIP) "Property Management Systems Requirements."
- E. Statement of Federal Financial Accounting Standards (SFFAS) #10  
"Accounting for Internal Use Software."
- F. Statement of Federal Financial Accounting Standards (SFFAS) #11  
"Amendments to Accounting for PP&E: Definitions (Amends SFFAS #6 and #8)."

## IV. Definitions

- A. **Accountable Property**: The formal records of personal property which assign specific responsibility for control to an individual. Such records may control single items or aggregates of similar property.
- B. **Capitalization**: Recording and carrying forward any expenditure into one or more future periods. This results in expensing the cost of an asset over the remainder of its useful life by matching the benefits gained from that expenditure with the associated cost
- C. **Capitalization Threshold**: The threshold for capitalization of property and improvements.
- D. **Capitalized Personal Property**: Personal property with an initial acquisition cost at or above a specific threshold, which is recorded in the general ledger of the financial management accounts.
- E. **Department**: The Department of Homeland Security (DHS).
- F. **Depreciation**: The systematic and periodic accounting entries made in the financial records to reflect decreases in the value of property through age, wear, deterioration, or obsolescence over its estimated useful life.
- G. **Information Technology Equipment (IT)**: A generally accepted term to include all types of Computer Components. Other acronyms that have been used by agencies to reflect computer equipment include: ADPE (automated data processing equipment), AE (automation equipment), and AR (automation resources).
- H. **Property, Plant and Equipment (PP&E)**: Tangible assets that have estimated useful lives of 2 years or more, are not intended for sale in the ordinary course of operations, and have been acquired or constructed with the intention of being used, or being available for use by the entity.

## V. Responsibilities

- A. The **Under Secretary for Management**: shall be responsible for all aspects of this directive.
- B. The **Chief Financial Officer**: shall ensure that all acquired property that meets established capitalization and/or accountability thresholds is entered into the designated accountable property accounting system.

C. The **Director of Administration** shall:

1. ensure that all property acquisitions are promptly and accurately recorded in the accountable property management system;
2. establish internal control procedures to prevent losses, and if necessary conducts reports of survey when items are lost or damaged beyond normal wear and tear;
3. establish procedures to ensure that all accountable property is adequately safeguarded;
4. establish procedures for the physical inventory of accountable items;
5. ensure information concerning capitalized property is forwarded to the financial administration and the Chief Financial Officer;
6. provide custodial personnel to account for personal property; and
7. ensure that physical property inventories are conducted and reconciled regularly.

D. The **Property Officer** shall:

1. maintain an effective administration program for the property accountability and control system within his/her area of responsibility;
2. designate custodial areas and property custodians to manage the personal property within a specified area;
3. ensure all custodians are properly trained in the local processes and procedures;
4. provide custodians with current records for assets within their area;
5. ensure reports for lost, missing or damaged (beyond normal wear and tear) items are properly and promptly reported on a report of survey;
6. evaluate the local system performance and program effectiveness;
7. establish controls to ensure locally acquired assets meeting the accountable thresholds (mandatory tracking requirements) are met;
8. retain documentation of audit trail documents of acquisition, transfer, and disposition activity;

9. enter or designates personnel to enter property acquisitions, transfers and disposals into the designated fixed asset system; and
10. develop procedures for custodians to conduct annual physical inventories of accountable property meeting the criteria in Section VI.B of this directive and all discrepancies are reconciled.

## **VI. Policy & Procedures**

### **A. Policy:**

#### **1. Capitalization:**

a. all PP&E shall be recorded at original acquisition cost. Cost shall include all costs incurred to bring the PP&E to a form and location suitable for its intended use, including payments to vendors, freight, handling and storage, design, construction, training, and installation;

b. all acquired DHS property meeting the following thresholds shall be capitalized in the accountable asset management system:

- (1) Software & Software Projects: \$750,000 and over.
- (2) Aircraft, Vessels, and Electronic Systems: \$200,000 and over.
- (3) Other Personal Property: \$50,000 and over.

c. all capitalized DHS property shall be depreciated over its useful life using the straight-line method with no salvage value:

- (1) Vessels above 65' in length: 30 years
- (2) Aircraft: 20 years
- (3) Electronics Systems: 8 years
- (4) Software: 3 years
- (5) Boats, Standard: 20 years
- (6) Boats, Nonstandard: 5 years
- (7) Vehicles:



- (a) Construction Equipment : 15 years
- (b) Buses: 8 years
- (c) All Other Vehicles: 5 years
- (8) All other personal property – 5 years

d. Improvements: Any improvements made to a capital asset that meets or exceeds the capital threshold and (1) extends the life of the original asset OR (2) significantly enhances the mission capability of the original asset shall be capitalized and depreciated, accordingly.

2. Accountable Personal Property & Physical Inventory: All DHS property which meets or exceeds the following thresholds shall be subject to annual physical inventory. (Weapons require daily counts, monthly reviews, as well as the annual physical inventory.):

- a. Telephones and electronic equipment, including Blackberry devices and cell phones: \$1,000 and over.
- b. Information Technology (IT) components having memory (including personal data assistants, often called palm pilots) and software licenses: any price.
- c. Vehicles: any price.
- d. Weapons: any price.
- e. Other personal property: \$5,000 and over.

B. **Procedures:**

1. Original acquisition documentation shall be retained by the property officer of all capitalized assets acquired by the Office of the Secretary. Retention period shall be held for the life of the item plus 3 years beyond disposition. The documentation for capital assets should be retained by the financial management office (but may be held elsewhere).

2. Original acquisition documentation of noncapital assets shall be held for 3 years beyond the date of final payment. The documentation for noncapital assets should be retained by the acquisition office per the General Service Schedule records requirements.

C. **Questions or Concerns Regarding the Process:** Any questions or concerns regarding this directive should be addressed to the Office of the Under Secretary for Management.

Department of Homeland Security  
Management Directives System  
MD Number: 1650.1

Issue Date: 03/01/2003

## **PERSONAL PROPERTY CLAIMS AND TORT CLAIMS**

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### **I. Purpose**

This directive establishes the Department of Homeland Security (DHS) policy for personal property claims and tort claims.

### **II. Scope**

This directive applies to all DHS organizational elements serviced by the DHS Office of the Chief Financial Officer. All organizational elements that receive financial management support from another Federal agency or that have existing programs, should continue to use those procedures until a DHS-wide system is developed and implemented.

### **III. Authorities**

This directive is governed by numerous Public Laws and national policy, such as:

- A. Military Personnel and Civilian Employees Claims Act of 1964, 31 U.S.C. 3721
- B. The Federal Tort Claims Act, 28 U.S.C. 2672.
- C. Treasury Financial Management Manual, Volume 1, Part 6, Chapter 3100.

### **IV. Definitions**

- A. **Employee Personal Property Claim:** A claim brought by a DHS employee (or an employee's representative) against DHS, for damage to or loss of personal property incident to services with DHS. An example of a potential employee personal property claim is where a DHS employee is working in a DHS facility containing equipment. Through no fault of the employee, one machine suddenly malfunctions and splatters the employee with grease and oil. Although the employee is not injured, his clothes are ruined. The employee may make an employee personal property claim against DHS to be compensated for the damage to the clothing.

B. **Tort Claim:** A claim against DHS, or its employees for damage to or loss of property or personal injury or death. Such claims may be brought only for property damage, injury, or death arising out of the activities of DHS. A tort claim can be filed by someone who is not a DHS employee. An example of a tort claim is where DHS airport screeners damage the carry-on baggage (including the contents of the baggage) belonging to a traveler during the passenger security screening process. The individual could file a tort claim against DHS to be compensated for the damage to the baggage and/or its contents.

C. **Judgment Fund:** A fund which is available for payment of certain court judgments and compromise settlements of actual or imminent lawsuits against the Government.

D. **Designated DHS Official:** Senior DHS officials as designated by the Secretary, Deputy Secretary or Under Secretaries.

## V. Responsibilities

A. The **Office of General Counsel** shall:

1. Interpret laws and regulations related to tort claims.
2. Offer legal advice to DHS components regarding tort claims.
3. Represent DHS (or assist attorneys from the Department of Justice or US Attorney's offices) in legal proceedings related or arising from claims and the claims process.

B. The **Chief Financial Officer (CFO)** shall:

1. Audit and process payment for claims in accordance with U.S. Treasury guidance and other applicable directives.
2. Ensure that proper internal controls are in place over payment of claims.

## VI. Policy and Procedures

A. **Policy:** Claims shall be reviewed by the DHS Office of Counsel. There are different delegations of authority to settle different types and sizes of claims. Upon settlement of a claim Counsel shall determine the appropriate payment source and direct the CFO to initiate payment.

1. **Employee Personal Property Claims:** Employee personal property claims generally result from government caused damage to an employee's belongings. Often, these claims result from damage to an employee's household goods related to a permanent change of station move. In general, employee personal property claims may be allowed only if:

- a. the damage or loss was not caused wholly or partly by the negligent or wrongful (based on reasonable care under the circumstances) act of the claimant.
- b. the possession of the lost or damaged property and the quantity are determined to have been reasonable, useful, or proper under the circumstances.
- c. the claim is substantiated by proper and convincing evidence.

Employees shall submit claims on forms prescribed locally by DHS component organizations; if no such form is available, a written statement will be accepted and considered as a claim if it asserts a demand for a certain sum, and substantially described the facts to support a claim.

2. If available, the following types of documentation should be included with the claim submission:

- a. corroborating statement(s) from person(s) who have personal knowledge of the facts concerning the claim.
- b. receipts, canceled checks or other documentation showing acquisition.

(1) Statements concerning any insurance coverage held by the employee and reimbursement obtained from the insurer. The statement should describe the type of insurance and give the insurer's name. If the claimant has insurance to cover the loss and has not submitted a claim, the failure to do so must be explained.

(2) Photographs or a videotape, in any case, where such would support the claim.

(3) A statement from the employee's supervisor certifying that the employee was in a duty status at the time the claim arose and providing any additional information about the validity of the claim that he or she may have.



Employee claims should be initially reviewed by the employee's supervisor and approved by the appropriate Under Secretary or Designated DHS Official. Approved claims should be forwarded to the CFO for audit and payment.

3. **Tort Claims:** A claim against DHS, or its employees for damage to or loss of property or personal injury or death. Such claims may be brought only for property damage, injury, or death arising out of the activities of DHS. A tort claim can be filed by someone who is not a DHS employee. An example of a tort claim is where DHS airport screeners damage the carry-on baggage (including the contents of the baggage) belonging to a traveler during the passenger security screening process. The individual could file a tort claim against DHS to be compensated for the damage to the baggage and/or its contents.

Any member of the public wishing to file a claim against DHS shall initiate the claim using Standard Form (SF) 95 (Claim for Injury, Damage, or Death). The SF-95 must be completed and state a claim for monetary damages in a sum certain amount claimed for injury to or loss of property, personal injury, or death. If a sum certain is not specified on the SF-95, the submission cannot be considered a valid claim. The completed SF-95 must be presented within two years after the claim accrues.

These claims shall be submitted directly to the Office of General Counsel for review.

B. **Procedures:**

1. If Counsel determines that the claim can be paid from the U.S. Treasury judgment fund, Treasury FMS Forms 197/197-A shall be used. After the necessary claimant acceptance has been obtained, these forms, along with any related supporting documentation will be forwarded to the accounting office designated by the CFO.

2. Once a settlement has been reached, Counsel shall prepare the necessary documentation to initiate payment of the claim. If Counsel determines that a tort claim must be paid from DHS appropriations, SF-1145 (Voucher for Payment Under the Federal Tort Claims Act) shall be used.

3. **Payment of Claims:**

a. Claims will be paid at a DHS accounting office designated by the CFO. Upon receipt of a completed claim from Counsel, the accounting office shall initiate the payment process immediately without delay. Although claims are generally not subject to the prompt payment act, it is DHS policy to release funds to claimants as quickly as possible after a settlement is reached, subject to availability of funds.

b. Employee Personal Property Claims and Tort Claims will generally be paid from DHS appropriations, in which case the payment shall be processed through standard DHS accounting procedures. For tort claims in the amount of \$2,500 or more (and certain other claims and judgments), payment may be made from the U.S. Treasury Judgment fund, a special fund established to allow agencies to settle certain claims and judgments, while avoiding or delaying an adverse budgetary impact.

c. Counsel shall instruct the CFO as to when claims may be paid from the judgment fund. The accounting office shall review all required forms and data for completeness and accuracy and forward to Treasury for payment. Specific guidance relative to use of the Judgment Fund can be found in the U.S. Treasury Financial Management Manual, Volume 1, Part 6, Chapter 3100, Certifying Payments and Recording Corresponding Intergovernmental Receivables in the Federal Government's Judgment Fund (September 2000), and at the Treasury Judgment Fund Internet Site, <http://www.fms.treas.gov/judgefund/index.html>.

C. **Questions or Concerns Regarding the Process:** Any questions or concerns regarding Employee Personal Property Claims should be addressed to the Office of the Under Secretary for Management. Questions or concerns regarding Tort Claims should be addressed to the Office of the General Counsel.

Issue Date: 03/01/2003

## **MOTOR VEHICLE FLEET MANAGEMENT**

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### **I. Purpose**

This directive establishes Department of Homeland Security (DHS) policy for motor vehicle fleet management.

### **II. Scope**

This directive applies to all DHS organizational elements serviced by DHS Office of Administration. All organizational elements that receive administrative support from another Federal agency or that have existing programs, should continue to use these procedures until a DHS-wide system is developed and implemented.

### **III. Authorities**

This directive is governed by numerous Public Laws and national policy, such as:

- A. 31 U.S.C. 1344, "Passenger Carrier Use".
- B. 31 U.S.C. 3512, "Executive Agency Accounting and Other Financial Management Reports and Plans".
- C. 40 U.S.C. 483, "Property Utilization".
- D. 40 U.S.C. 491, "Motor Vehicle Pools and Transportation Systems".
- E. 41 CFR Chapter 101, "Federal Property Management Regulations", and subpart 101-38.
- F. 41 CFR Chapter 102, "Federal Management Regulations", and subpart 102-34.
- G. 40 U.S.C. Chapter 20, sections 901-913, "Federal Motor Vehicle Expenditure Control".

## IV. Definitions

**Motor Vehicle:** any vehicle, self propelled or drawn by mechanical power, designed and operated principally for highway transportation of property or passengers, but does not include a military design motor vehicle or vehicles not covered by 41 CFR 102-34.

## V. Responsibilities

A. The **Under Secretary for Management** has oversight responsibilities for the management of the use, allocation, and acquisition of vehicles, to include law enforcement vehicles to:

1. Assure that the motor vehicle fleet management program meets the requirements for effective control and accountability;
2. Issue any additional guidance relating to motor vehicle management as may be necessary;
3. Designate a senior management official who will be responsible for the motor vehicle assets in their respective bureaus and offices;
4. Ensure that offices and employees entrusted with government owned or leased motor vehicles are aware of their responsibility for the proper care, operation, use, maintenance and protection of the vehicles;
5. Adhere to the motor vehicle management principles, which consist of numerical limitations on vehicle purchases set out in appropriations acts, when replacing vehicles ensure they meet the minimum vehicle replacement standards and;
6. Maintain systems for the effective control and accountability of all motor vehicle fleet assets.

## VI. Policy and Procedures

A. **Policy.**

1. Motor vehicles shall be obtained and utilized only to the extent required for the efficient and effective transaction of official business, including law enforcement.
2. Each bureau or office shall operate and maintain only the minimum number and types of vehicles necessary to meet that bureau's legitimate transportation requirements.

3. Those employees and supervisors who are entrusted with owned or leased motor vehicles are responsible for their proper use and care.

4. All motor vehicles shall use either GSA issued license plates or license plates issued by an appropriate state licensing agency.

**B. Procedures.**

1. Copies of requisitions for acquiring vehicles (lease, purchase) are to be submitted to the DHS Director of Administration.

2. Annual motor vehicle reports are to be prepared and submitted to GSA with copies provided to the DHS Director of Administration.

**C. Questions or Concerns Regarding the Process:** Any questions or concerns regarding this directive should be addressed to the Office of the Under Secretary for Management.

## Vehicle Maintenance Information Center Request Form

Tax ID # 43-2000174

Date: \_\_\_\_\_  
Month Day Year

Officer: \_\_\_\_\_  
(Please Print) First Last

Fleet #: \_\_\_\_\_ Fleet Card last 4 #'s: \_\_\_\_\_

Mileage: \_\_\_\_\_ Year/Make & Model: \_\_\_\_\_

Nature of Work: \_\_\_\_\_  
Print (no work or purchase, except fuel, will be authorized without an estimate or justification)

Type: \_\_\_\_\_  
Print (Specify- Preventative maintenance (PM), Breakdown (BDN), or Emergency (EY))

Authorization: \_\_\_\_\_ (\*\*Supervisor)

(print and sign): \_\_\_\_\_ (\*\*VCO)

Authorization#: \_\_\_\_\_ Date: \_\_\_\_\_

\*All emergencies must have a verbal approval from supervisor. The VCO will then advise the Vehicle Maintenance Information Center (VMIC) of the repair. This is the only time an authorization number is not needed prior to using the fleet card.

\*Before repairs are initiated or purchases are made, an authorization number and signature by both the Supervisor and VCO must be completed.

\*This form must be returned with an invoice within 24 hours of the repair or purchase payment transaction. Any repairs or purchases made without first completing this form will be the responsibility of the purchaser. All purchases will be made with the fleet card except those over \$2500.00. Submissions of the Vehicle Authorizing form -333, and Vehicle Log form 177 and G-386 will be on the 30/31-day calendar cycle. Previously submissions were done on the 23<sup>rd</sup>. Separate instructions will be given for submitting fuel receipt. Any questions or concerns should be directed to management.

Thank you

Revised 02/21/2007  
CRA



**DHS-ICE DETENTION AND REMOVAL OPERATIONS**  
**VEHICLE INSPECTION & ACTIVITY REPORT**

FILL IN BLANKS AND CHECK BOXES WHERE NECESSARY. IF PROBLEMS EXISTS, EXPLAIN BRIEFLY IN NEEDS ATTENTION BOX. A FORM MUST BE COMPLETED FOR EACH VEHICLE AND DELIVERED TO THE VCO EVERY MONTH.

**I. VEHICLE INFORMATION**

FLEET # \_\_\_\_\_ LICENSE PLATE # \_\_\_\_\_  
 MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_  
 COLOR: \_\_\_\_\_ VIN: \_\_\_\_\_

**II. IF ANY ITEM BELOW IS NOT OPERABLE OR PRESENT, THE VEHICLE MAY BE REMOVED FROM SERVICE UNTIL CORRECTIVE ACTION IS TAKEN. IF ANY BOX IS NOT FILLED OUT CORRECTLY OR COMPLETELY THIS FORM WILL BE RETURNED TO THE OFFICER.**

<u>EMERGENCY EQUIPMENT</u>	OK	NEEDS ATTENTION	<u>ELECTRICAL</u>	OK	NEEDS ATTENTION
FIRE EXTINGUISHER			INSTRUMENT PANEL		
FIRST AID KIT					
SPARE TIRE/JACK					
ROAD FLARES					
JUMPER CABLES					
ALL EMERGENCY LIGHTS					
SIREN & PA			<u>OTHER</u>		
RADIO SERIAL # & CONTROL STICKER #			ENGINE		
ALL ANTENNAS			TRANSMISSION		
<u>FLUIDS</u>			BRAKES		
OIL			AIR COND/HEATER		
RADIATOR			HORN		
WIPER FLUID			MIRRORS		
BATTERY FLUID			WINDSHIELD WIPERS		
TRANSMISSION FLUID			TIRE CONDITION/PRESSURE		

**III. INSPECT FOR BODY DAMAGE, INTERIOR DAMAGE, UNUSUAL WEAR, AND GLASS DAMAGE. RECONCILE RESULTS OF YOUR INSPECTION WITH PAST REPORTS OF DAMAGE. IF DAMAGES ARE PRESENT, PLEASE ATTACH A SUMMARY OF ALL DAMAGED PARTS.**

**DAMAGED PART**

BODY DAMAGE INSPECTION YES NO \_\_\_\_\_

INTERIOR DAMAGE INSPECTION YES NO \_\_\_\_\_

GLASS DAMAGE INSPECTION YES NO \_\_\_\_\_

TIRE INSPECTION YES NO \_\_\_\_\_

**IV. MISCELLANEOUS ITEMS**

DHS/VEM-8 VEHICLE SAFETY KIT YES NO \_\_\_\_\_

GOVERNMENT CREDIT CARD YES NO \_\_\_\_\_

VEHICLE REGISTRATION YES NO \_\_\_\_\_

FALLON BUILDING PARKING PERMIT PERMIT# YES NO \_\_\_\_\_

**V. CERTIFICATION**

**I PERSONALLY INSPECTED THE ABOVE IDENTIFIED VEHICLE AND HAVE REQUESTED CORRECTIVE ACTION TO BE TAKEN WHERE APPROPRIATE. I HAVE REMOVED VEHICLE FROM SERVICE WHERE APPROPRIATE.**

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**U.S. DEPARTMENT OF HOMELAND SECURITY**  
**Immigration & Customs Enforcement**  
**HOME-TO-WORK TRANSPORTATION LOG**

Authorized Badge Number or Name		REPORTING PERIOD Date From:    /    /    TO:    /    /		
Assigned Location		START ODOMETER	END ODOMETER	
HOME-TO-WORK INFORMATION				
Day of Month (check)	VEHICLE IDENTIFICATION NUMBER	UNIT NUMBER	#Call Outs	HTW MILES
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
		<b>TOTALS</b>		
<small>Certification: This is to certify the above information is true and accurate and this vehicle has been used for: 1) the official purposes authorized by Immigration &amp; Customs Enforcement; 2) as outlined by the first line supervisor; and 3) With prior Home-to-Work authorization, if used for Home-to-Work, as approved by the Secretary.</small>		SUPERVISOR'S BADGE OR NAME: _____		
		INITIAL OR SIGNATURE: _____ DATE: _____		

ICE Form 177

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information requested on this form is authorized by Title 40 U.S.C. Section 491. Disclosure of the information by a federal employee is mandatory, as it is the first step in the Government's investigation of a motor vehicle accident. The principal purposes for which the information is intended to be used to provide necessary data for use by legal counsel in legal actions resulting from accidents and to provide accident information/statistics for use in analyzing accident causes and developing methods of reducing accidents. Routine use of the information may be by Federal, State or local governments or agencies, when relevant to civil, criminal, or regulatory investigations or prosecution.

## Motor Vehicle Accident Report

Case #

### Section I -- General

1. Does this accident involve injuries? ☐ Yes ☐ No
2. Does this accident involve damage over \$2,000? ☐ Yes ☐ No
3. Supervisor notified by Federal driver that the accident occurred:
4. Field Office district in which accident occurred:

5. Synopsis

### Section II -- Accident Time and Location

1. Accident Occurred (mm/dd/yyyy)
2. Day of the Week
3. Time
4. Accident scene photos available? ☐ Yes ☐ No
5. NCIC inquiry made? Report results in Section X111. ☐ Yes ☐ No
6. Place of accident (#, street, city, state / nearest landmark / distance to nearest intersection).

7. Diagram what occurred by using the symbols below:

a. Number Federal vehicle as 1, other vehicle as 2, additional vehicles as 3, and show direction of travel with arrow.

Example:



b. Use a solid line to show path before accident



Use a broken line to show path of travel after impact



c. Show pedestrian by



d. Show railroad by



e. Place arrow in this circle to indicate NORTH



Use this space on the printed copy of this form to draw the diagram.

#### Point of Impact

FED (1)	2	Mark one for each vehicle
		a. Front
		b. Right front
		c. Left front
		d. Rear
		e. Right rear
		f. Left rear
		g. Right side
		h. Left side

### Section III -- Federal Vehicle Data

1. Driver's name (last, first, middle)
2. Sex
3. Date of birth
4. Social Security #
5. Permanent office assignment
6. Permanent office telephone #
7. Job Title
8. Assignment at time of accident
9. Name and title of supervisor at time of accident.
10. Driver's license # / state of issue / limitations
11. Official Vehicle #
12. Total years driving experience
13. Seat belts in use? ☐ Yes ☐ No
14. Direction of travel
15. Street / highway on which vehicle was traveling
16. Passenger's name (last, first, middle)
17. Vehicle year
18. Make
19. Model
20. Body type
21. License tag # / state
22. Registration #
23. ☐ Government owned ☐ Rental ☐ Leased ☐ Privately owned
24. Owner's name (last, first, middle)
25. Owner's work address / telephone #
26. Describe vehicle damage
27. Owner's insurance company / policy #
28. Estimated repair cost

### Section IV -- Other Vehicle Data

1. Driver's name (last, first, middle)
2. Sex
3. Date of birth
4. Social Security #
5. Driver's work address / telephone #
6. Driver's home address / telephone #
7. Occupation
8. Driver's license # / state of issue / limitations
9. Total years driving experience
10. Seat belts in use? ☐ Yes ☐ No
11. Direction of travel
12. Street / highway on which vehicle was traveling
13. Passenger's name (last, first, middle)
14. Vehicle year
15. Make
16. Model
17. Body type
18. License tag # / state
19. Registration #
20. ☐ Company owned ☐ Rental ☐ Leased ☐ Privately owned
21. Owner's name (last, first, middle)
22. Owner's work address / telephone #
23. Describe vehicle damage
24. Estimated repair cost
25. Driver's insurance company / policy #

Department of Homeland Security

Exception to SF 91, SF 91A, OF 20 Page 1 approved by GSA/RMS 6-88

DHS-510-1 (12/85)

Section V -- Property Damage				Case #
1. Item damaged		2. Location of damaged item		
3. Owner's name (last, first, middle)		4. Owner's home address / telephone #		
5. Owner's business address / telephone #		6. Owner's insurance company / policy #		7. Estimated damage
Section VI -- Witness / Passenger				
1. Name (last, first, middle)		2. Sex	3. Date of birth	4. Social Security #
5. Work address / telephone #		6. Home address / telephone #		
7. Location at time of accident		8. Witness statement obtained? <input type="checkbox"/> Oral <input type="checkbox"/> Written (statement attached) <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>		
9. Summary of statement				
10. Name (last, first, middle)		11. Sex	12. Date of birth	13. Social Security #
14. Work address / telephone #		15. Home address / telephone #		
16. Location at time of accident		17. Witness statement obtained? <input type="checkbox"/> Oral <input type="checkbox"/> Written (statement attached) <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>		
18. Summary of statement				
Section VII -- Killed or Injured				
1. Name (last, first, middle)		2. Sex	3. Date of birth	4. Social Security #
5. Work address / telephone #		6. Home address / telephone #		
7. <input type="checkbox"/> Killed <input type="checkbox"/> Injured	8. <input type="checkbox"/> Federal <input type="checkbox"/> Other	9. <input type="checkbox"/> Driver <input type="checkbox"/> Passenger	10. Location of the killed or injured person before the accident	11. Location of the killed or injured person immediately after the accident
12. Describe the injury				
13. First aid given by		14. Taken by (Name of ambulance company / attendant)		15. Ambulance identifying #
16. Taken to (hospital / clinic, etc.) Address / telephone #				
Section VIII -- Federal Driver Certification				
1. Federal Employee "Entered on Duty" date		2. Established working hours on day of accident From _____ To _____		3. Number of hours on duty prior to accident
4. Exact purpose of trip		5. Origin		6. Destination
7. Authority for the operator's use of vehicle was given Give Details: <input type="checkbox"/> Orally <input type="checkbox"/> In Writing		8. Authority for the trip was given to the driver Give Details: <input type="checkbox"/> Orally <input type="checkbox"/> In Writing		
9. Trip started AM _____ PM _____ date _____		10. Accident occurred AM _____ PM _____ date _____		
11. Was there any deviation from the most direct route? (If yes, explain in detail) <input type="checkbox"/> Yes <input type="checkbox"/> No		12. Did the driver, while en route, engage in any activity other than that for which the trip was authorized? (If yes, explain in detail) <input type="checkbox"/> Yes <input type="checkbox"/> No		
13. The information contained on this form (Sections I through IX) is true and correct to the best of my knowledge and belief.				
Federal driver's signature _____		Federal driver's name _____		
Title _____		Office _____		
14. (Federal driver's supervisor (at the time of accident) should complete the following.) Did this accident occur within the employee's scope of duty? Comments: <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>				
Supervisor's signature _____		Supervisor's name _____		
Title _____		Office _____		

## Section IX - Accident Scene Data

Case #

## 1. Kind of Locality (Mark one)

<input type="checkbox"/>	a. Industrial
<input type="checkbox"/>	b. Shopping / business
<input type="checkbox"/>	c. Residential
<input type="checkbox"/>	d. School / playground
<input type="checkbox"/>	e. Open country
<input type="checkbox"/>	f. Home / domestic premises
<input type="checkbox"/>	g. Other (Specify)

## 2. Light (Mark one)

<input type="checkbox"/>	a. Daylight	<input type="checkbox"/>	d. Darkness with
<input type="checkbox"/>	b. Dusk	<input type="checkbox"/>	(1) Artificial light
<input type="checkbox"/>	c. Dawn	<input type="checkbox"/>	(2) No artificial light

## 3. Weather (Mark one)

<input type="checkbox"/>	a. Clear	<input type="checkbox"/>	d. Fog
<input type="checkbox"/>	b. Rain	<input type="checkbox"/>	e. Other (Specify)
<input type="checkbox"/>	c. Snow		

## 4. Condition of Drivers and Pedestrian

FED	2	PED	Mark one for each person
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Had not been drinking
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Had been drinking
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) Ability impaired
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) Ability not impaired
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) Not known whether impaired
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mark one or more for each person
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Physical defect
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Other handicaps, carrying bundles, umbrellas, etc.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Sleepy, fatigued, etc.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Apparently asleep
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Apparently normal

## 5. Condition of Vehicles

FED	2	Mark one or more for each vehicle
<input type="checkbox"/>	<input type="checkbox"/>	a. Defective brakes
<input type="checkbox"/>	<input type="checkbox"/>	b. Headlights out <input type="checkbox"/> One <input type="checkbox"/> Both
<input type="checkbox"/>	<input type="checkbox"/>	c. Taillight out or obscured
<input type="checkbox"/>	<input type="checkbox"/>	d. Dim or fender lights only
<input type="checkbox"/>	<input type="checkbox"/>	e. Signal lights defective
<input type="checkbox"/>	<input type="checkbox"/>	f. Other lights / reflectors defective
<input type="checkbox"/>	<input type="checkbox"/>	g. Tire blow out
<input type="checkbox"/>	<input type="checkbox"/>	h. Defective steering mechanism
<input type="checkbox"/>	<input type="checkbox"/>	i. No apparent defects
<input type="checkbox"/>	<input type="checkbox"/>	j. Other defects (Specify)

## 6. Vision Obscured By

FED	2	Mark where applicable
<input type="checkbox"/>	<input type="checkbox"/>	a. Rain, snow, etc. on windshield
<input type="checkbox"/>	<input type="checkbox"/>	b. Cracked windshield
<input type="checkbox"/>	<input type="checkbox"/>	c. Dirty windshield / windows
<input type="checkbox"/>	<input type="checkbox"/>	d. Windows / windshield not glass
<input type="checkbox"/>	<input type="checkbox"/>	e. Trees, crops, etc.
<input type="checkbox"/>	<input type="checkbox"/>	f. Building
<input type="checkbox"/>	<input type="checkbox"/>	g. Embankment
<input type="checkbox"/>	<input type="checkbox"/>	h. Signboards
<input type="checkbox"/>	<input type="checkbox"/>	i. Parked vehicle
<input type="checkbox"/>	<input type="checkbox"/>	j. Moving vehicle
<input type="checkbox"/>	<input type="checkbox"/>	k. Other (Specify)

## 7. Road Conditions (Mark one or more)

<input type="checkbox"/>	a. Dry	<input type="checkbox"/>	d. Snowy
<input type="checkbox"/>	b. Wet	<input type="checkbox"/>	e. Icy
<input type="checkbox"/>	c. Muddy	<input type="checkbox"/>	f. Loose material on surface
<input type="checkbox"/>	g. Holes, deep ruts		
<input type="checkbox"/>	h. Defective shoulders		
<input type="checkbox"/>	i. No defects		
<input type="checkbox"/>	j. Other defects (Specify)		
<input type="checkbox"/>	k. Road under construction or repair	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## 8. Traffic Controls

Functioning	Not Functioning	Mark appropriate column for each control present
<input type="checkbox"/>	<input type="checkbox"/>	a. Railroad crossing gates
<input type="checkbox"/>	<input type="checkbox"/>	b. Railroad automatic signal
<input type="checkbox"/>	<input type="checkbox"/>	c. Officer or watchman
<input type="checkbox"/>	<input type="checkbox"/>	d. Stop and go light
<input type="checkbox"/>	<input type="checkbox"/>	e. Stop sign
<input type="checkbox"/>	<input type="checkbox"/>	f. Warning sign or signal
<input type="checkbox"/>	<input type="checkbox"/>	g. Flags or flares
<input type="checkbox"/>	<input type="checkbox"/>	h. No controls present

## 9. Road Description

a. Width of road or pavement	
b. Number of lanes	c. Lanes marked <input type="checkbox"/> Yes <input type="checkbox"/> No
d. Lanes separated (if yes, describe separation.) <input type="checkbox"/> Yes <input type="checkbox"/> No	
e. Posted speed limit _____ MPH	

## 10. Driver Actions

FED	2	Mark one for each driver
<input type="checkbox"/>	<input type="checkbox"/>	a. Making right turn
<input type="checkbox"/>	<input type="checkbox"/>	b. Making left turn
<input type="checkbox"/>	<input type="checkbox"/>	c. Making U turn
<input type="checkbox"/>	<input type="checkbox"/>	d. Going straight ahead
<input type="checkbox"/>	<input type="checkbox"/>	e. Slowing down / stopping
<input type="checkbox"/>	<input type="checkbox"/>	f. Overtaking / passing
<input type="checkbox"/>	<input type="checkbox"/>	g. Forward from parking space
<input type="checkbox"/>	<input type="checkbox"/>	h. Backward from parking space
<input type="checkbox"/>	<input type="checkbox"/>	i. Other backing
<input type="checkbox"/>	<input type="checkbox"/>	j. Stopped in traffic lane
<input type="checkbox"/>	<input type="checkbox"/>	k. Other (Specify)
<input type="checkbox"/>	<input type="checkbox"/>	Mark if applicable
<input type="checkbox"/>	<input type="checkbox"/>	l. Skidding
<input type="checkbox"/>	<input type="checkbox"/>	m. Avoiding vehicle, object or pedestrian
<input type="checkbox"/>	<input type="checkbox"/>	n. Emerging from alley or driveway
<input type="checkbox"/>	<input type="checkbox"/>	o. Disabled vehicle parked
<input type="checkbox"/>	<input type="checkbox"/>	p. Gave warning (horn, signal, indicator)

## 11. Violations

FED	2	Mark one or more
<input type="checkbox"/>	<input type="checkbox"/>	a. Exceeding lawful speed
<input type="checkbox"/>	<input type="checkbox"/>	b. Following too closely
<input type="checkbox"/>	<input type="checkbox"/>	c. Disregarded stop sign
<input type="checkbox"/>	<input type="checkbox"/>	d. Disregarded stop / go signal
<input type="checkbox"/>	<input type="checkbox"/>	e. Disregarded police officer
<input type="checkbox"/>	<input type="checkbox"/>	f. Other improper action (Specify)
FED	2	

## 12. Police Action (If any)

a. Charge	
b. Name of person charged	
a. Police officer's name	d. Badge #
e. Police officer's department	

The accident investigator will complete Sections X through XIV.

## Section X - Legal Action

1. Describe any legal action in this case	2. SF 95 (Claim for Damage, Injury or Death) furnished to victim? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Injured party's legal representative (name / work address / telephone #)	

## Section XI - Evidence, Contraband, Personal Property

1. Forms prepared SSF 1644 <input type="checkbox"/> Yes <input type="checkbox"/> No    SSF 3051 <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Disposition of inventoried items	3. Scientific tests conducted? (attach reports) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	-------------------------------------	--

## Section XII - Other Information

1. The following items 1-9 continue the data contained in Section VII, "Killed or Injured" of this report. Check here if these items do not apply <input type="checkbox"/>	2. Name of examining physician / business address / telephone #
3. Injured person's insurance company / policy #	4. Non-Federal injured person's a. Lost time _____ days b. Lost wages \$ _____ c. Date work stopped _____ d. Date work resumed _____



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO. P00002		3 EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO PRO-12-L119	
5 PROJECT NO (If applicable)		6 ISSUED BY ICE/DM/DC-LAGUNA		7. ADMINISTERED BY (If other than Item 6) ICE/DM/DC-LAGUNA	
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: (b)(6), (b)(7)(c) 949-425-(b)(6), (b)(7)(c) Laguna Niguel CA 92677			
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		(x) 9A AMENDMENT OF SOLICITATION NO.			
		9B DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0005			
		10B. DATED (SEE ITEM 13) 12/15/2008			
CODE 1215269530000		FACILITY CODE			

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)  
N/A

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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)

DUNS Number: 121526953

The purpose of this no cost modification is to revise the Detainee Day Rate from \$71.58 to \$75.16.

Funds will be made available through through issuance or modification of Task Orders.

Accordingly, revise the Intergovernmental Service Agreement (IGSA) as follows:

Under Article I, Paragraph C., Purpose - revise as follows:

Continued ...

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

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 15A NAME AND TITLE OF SIGNER (Type or print)

re changed, remains unchanged and in full force and effect  
E AND TITLE OF CONTRACTING OFFICER (Type or print)

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

, Sheriff-Coroner

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

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

15C DATE SIGNED

7-27-2012

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

16C. DATE SIGNED

8-1-12

3ARD FORM 30 (REV. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DROIGSA-09-0005/P00002	2	2

NAME OF OFFEROR OR CONTRACTOR  
YUBA COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>C. Guidance: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee day rate is \$75.16. 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.</p> <p>Exempt Action: Y Period of Performance: 01/01/2009 to 12/31/2013</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 1	
<b>2. EFFECTIVE DATE</b>		<b>3. REQUEST FOR PROPOSAL NO.</b>		<b>4. PROJECT NO. (if applicable)</b>	
P00003		PRO-12-L132			
<b>6. ISSUED BY</b>		<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>	
ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: (b)(6), (b)(7)(c) 949-425-(b)(6), (b)(7)(c) Laguna Niguel CA 92677			
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>			
YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		(x)			
		<b>9B. DATED (SEE ITEM 11)</b>			
		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>			
		DROIGSA-09-0005			
		<b>10B. DATED (SEE ITEM 13)</b>			
		12/15/2008			
<b>CODE</b> 1215269530000		<b>FACILITY CODE</b>			

**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)**

See Schedule

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

<b>CHECK ONE</b>	<b>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>
X	<b>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)</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

DUNS Number: 121526953

Program/Finance POC: (b)(6), (b)(7)(c) 415-844 (b)(6), (b)(7)(c)

The effective date for the rate change in Modification P00002 is May 1, 2012.

Exempt Action: Y

Period of Performance: 01/01/2009 to 12/31/2013

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		(b)(6), (b)(7)(c)	
<b>15B. CONTRACTOR/OFFEROR</b>		<b>15C. DATE SIGNED</b>	
(Signature of person authorized to sign)		(b)(6), (b)(7)(c)	
		<b>16C. DATE SIGNED</b>	
		8-9-12	

NSN 7540-01-152-8070  
Previous edition unusable

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

ICE.2012FOIA3030001967

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
P00004		See Block 16C		PRO-13-L043	
<b>5. ISSUED BY</b>		<b>6. PROJECT NO. (if applicable)</b>		<b>7. ADMINISTERED BY (if other than item 6)</b>	
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: (b)(6), (b)(7)(c) , 949-425- (b)(6), (b)(7)(c) Laguna Niguel CA 92677		ICE/DH/DC-LAGUNA		ICE/DH/DC-LAGUNA	
<b>8. NAME AND ADDRESS OF CONTRACTOR (na, street, county, State and ZIP Code)</b>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>		<b>9B. DATED (SEE ITEM 11)</b>	
YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		(x)		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0005	
<b>CODE</b> 1215269530000 <b>FACILITY CODE</b>		<b>10B. DATED (SEE ITEM 13)</b>		12/15/2008	

**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 9 and 10, 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)**

N/A

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

<b>CHECK ONE</b>	<b>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>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
X	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b> Mutual Agreement between the parties
	<b>D. OTHER (Specify type of modification and authority)</b>

**14. IMPORTANT:** Contractor ☐ is not. ☒ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

DUNS Number: 121526953

Program/Finance POC: (b)(6), (b)(7)(c) , 415-844- (b)(6), (b)(7)(c)

ice.dhs.gov

The purpose of this modification is to incorporate ICE 2011 Performance Based Standard 2.11 - Sexual Abuse and Assault Prevention and Intervention.

Should there be a conflict between this standard and any other term or condition of the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 1 (b)(6), (b)(7)(c)

**15A. NAME AND TITLE OF SIGNER (Type or print)**

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

Sheriff-Coroner

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

**15C. DATE SIGNED**

12-31-2012

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

signed and in full force and effect

**15B. NAME AND TITLE OF SIGNER (Type or print)**

**16C. DATE SIGNED**

1-10-13

Previous edition unusable

STANDARD FORM 30 (REV. 10-93)  
Prescribed by GSA  
FAR (48 CFR) 53.243

ICE.2012FOIA3030001968

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0005/P00004

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Article IX, Paragraph A, the first sentence is revised to read: "This agreement shall become effective on 15 December 2008 and remain in effect through 14 December 2018 unless extended by bi-lateral modification or terminated in writing by either party.</p> <p>All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y</p> <p>Period of Performance: 01/01/2009 to 12/14/2018</p>				