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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 1 |
| 2. AMENDMENT/MODIFICATION NO. P00001 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW WASHINGTON DC 20536 | CODE ICE/DCR | 7. ADMINISTERED BY (If other than Item 6) CODE | |

| | |
|---|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MOFFAT COUNTY OF 800 W 1ST ST STE 100 CRAIG CO 816252804 | (x) 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-H-1006 |
| | 10B. DATED (SEE ITEM 13) 05/29/2012 |
| CODE 1223590730000 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)
See Schedule

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

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

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 section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 122359073

The purpose of this modification is to add the following clause:
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.
Exempt Action: Y Sensitive Award: SPII
All other terms and conditions remain the same.

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

| | |
|----------------------|--|
| [Redacted Signature] | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Undersheriff |
| | 15C. DATE SIGNED 6/8/17 |
| | SIGNED 6/20/17 |

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.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICE/DCR
ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW [REDACTED]
WASHINGTON DC 20536
7. ADMINISTERED BY (If other than Item 6) CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
MOFFAT COUNTY OF
800 W 1ST ST STE 100
CRAIG CO 816252804
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
ACD-3-H-1006
10B. DATED (SEE ITEM 13)
05/29/2012
CODE 1223590730000 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)
See Schedule

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

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

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: 122359073
Contracting Officer's Representative (COR):
[REDACTED] (720) 875-[REDACTED]

Contracting Officer (CO):
[REDACTED] (202) 732-[REDACTED]

Contract Specialist (CS):
[REDACTED] (202) 732-[REDACTED]
Continued ...

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

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Undersheriff
15C. DATE SIGNED
2/11/00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-H-1006/P00002

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
MOFFAT COUNTY OF

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>---</p> <p>The purpose of this no cost modification is to change the standards from NDS 2000 to NDS 2019. https://www.ice.gov/detention_standards/2019</p> <p>---</p> <p>All other terms and conditions remain the same.</p> | | | | |

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|---|------------------------------------|----------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00003 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|------------------------------------|----------------------------------|--------------------------------|

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|--|---|
| 6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205 | 7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205 |
|--|---|

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|---|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MOFFAT COUNTY OF 800 W 1ST ST STE 100 CRAIG CO 816252804 | 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. DATED (SEE ITEM 11) |
| CODE 1223590730000 FACILITY CODE | 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-H-1006 10B. DATED (SEE ITEM 13) 05/29/2012 |

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.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Unilateral Modification IAW ACD-3-H-1006 |

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: 122359073
Contracting Officer's Representative (COR):
[REDACTED], (720) 875-[REDACTED]

Contracting Officer (CO):
[REDACTED] (202) 732-[REDACTED]

Contract Specialist (CS):
[REDACTED], (202) 732-[REDACTED]
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) |
| 15B. CONTRACTOR/OFFEROR <hr/> <i>(Signature of person authorized to sign)</i> | 15C. DATE SIGNED |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-H-1006/P00003

PAGE OF
2 17

NAME OF OFFEROR OR CONTRACTOR
MOFFAT COUNTY OF

| ITEM NO. (A) | SUPPL ES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>---</p> <p>The purpose of this administrative modification to the Inter-Governmental Service Agreement (IGSA) ACD-3-H-1006 between the United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) and the County of Moffat, Colorado, is to incorporate the updated wage determination 2015-5439 Rev. 11 Dated: 12/23/2019 into the IGSA.</p> <p>Attachment 2: Wage Determination 2015-5439 Rev.11 Dated 12/23/2019</p> <p>Period of Performance: 06/01/2020 to 05/31/2120 Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted</p> <p>All other terms and conditions remain the same.</p> | | | | |

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|---|------------------------------------|----------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00004 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
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| 6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205 | CODE ICE/DCR | 7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205 | CODE ICE/DCR |
|--|-----------------|---|-----------------|

| | | |
|---|-----|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MOFFAT COUNTY OF 800 W 1ST ST STE 100 CRAIG CO 816252804 | (x) | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | x | 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-H-1006 |
| | | 10B. DATED (SEE ITEM 13) 05/29/2012 |

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.

| | |
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| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) IAW with IGSA ACD-3-H-1006 |

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: 122359073
 Contracting Officer's Representative (COR):
 [REDACTED], (720) 875-[REDACTED]
 Alternate COR:
 [REDACTED], (720) 875-[REDACTED]
 Contracting Officer (CO):
 [REDACTED], (202) 732-[REDACTED]
 Continued ...

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

| | |
|---|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-H-1006/P00004

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
MOFFAT COUNTY OF

| ITEM NO. (A) | SUPPL ES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>[REDACTED]</p> <p>Contract Specialist (CS): [REDACTED] (202) 732-[REDACTED] [REDACTED]</p> <p>The purpose of this Administrative modification to agreement ACD-3-H-1006 is to change [REDACTED] from Contracting Officer's Representative (COR) to Alternate COR and to appoint Robert Hobart as the new COR.</p> <p>All other terms and conditions remain the same. Period of Performance: 06/01/2020 to 05/31/2120</p> | | | | |

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|---|------------------------------------|----------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00005 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|------------------------------------|----------------------------------|--------------------------------|

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|--|----------------|---|-----------------|
| 6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC | CODE 70CDCR | 7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205 | CODE ICE/DCR |
|--|----------------|---|-----------------|

| | | |
|---|---------------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MOFFAT COUNTY OF 800 W 1ST ST STE 100 CRAIG CO 816252804 | (x) | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | x | 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-H-1006 |
| | | 10B. DATED (SEE ITEM 13) 05/29/2012 |
| CODE 1223590730000 | 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)
See Schedule

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

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) IAW with IGSA ACD-3-H-1006 |

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: 122359073
 Contracting Officer's Representative (COR):
 [REDACTED], (720) 875-[REDACTED]
 Alternate COR:
 [REDACTED], (720) 875-[REDACTED]
 Contracting Officer (CO):
 [REDACTED] (202) 924-[REDACTED]
 Continued ...

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

| | |
|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i> | 15C. DATE SIGNED |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-H-1006/P00005

PAGE OF
2 13

NAME OF OFFEROR OR CONTRACTOR
MOFFAT COUNTY OF

| ITEM NO. (A) | SUPPL ES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>Contract Specialist (CS): [REDACTED] (202) 923-[REDACTED] [REDACTED]</p> <p>The purpose of this administrative modification to the Inter-Governmental Service Agreement (IGSA) ACD-3-H-1006 between the United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) and the County of Moffat, Colorado, is to incorporate the updated wage determination 2015-5439 Rev. 13 Dated: 12/21/2020 into the IGSA.</p> <p>Attachment 2: Wage Determination 2015-5439 Rev.13 Dated 12/21/2020</p> <p>Period of Performance: 06/01/2021 to 05/31/2122 Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted</p> <p>All other terms and conditions remain the same. Period of Performance: 06/01/2021 to 05/31/2122</p> | | | | |

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|--|-------|
| 01313 - Secretary III | 20.18 |
| 01320 - Service Order Dispatcher | 17.55 |
| 01410 - Supply Technician | 25.41 |
| 01420 - Survey Worker | 18.12 |
| 01460 - Switchboard Operator/Receptionist | 16.95 |
| 01531 - Travel Clerk I | 17.07 |
| 01532 - Travel Clerk II | 17.89 |
| 01533 - Travel Clerk III | 19.26 |
| 01611 - Word Processor I | 14.41 |
| 01612 - Word Processor II | 16.18 |
| 01613 - Word Processor III | 18.10 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 25.61 |
| 05010 - Automotive Electrician | 24.55 |
| 05040 - Automotive Glass Installer | 22.99 |
| 05070 - Automotive Worker | 22.99 |
| 05110 - Mobile Equipment Servicer | 19.82 |
| 05130 - Motor Equipment Metal Mechanic | 26.16 |
| 05160 - Motor Equipment Metal Worker | 22.99 |
| 05190 - Motor Vehicle Mechanic | 26.16 |
| 05220 - Motor Vehicle Mechanic Helper | 18.21 |
| 05250 - Motor Vehicle Upholstery Worker | 21.41 |
| 05280 - Motor Vehicle Wrecker | 22.99 |
| 05310 - Painter Automotive | 24.55 |
| 05340 - Radiator Repair Specialist | 22.99 |
| 05370 - Tire Repairer | 16.24 |
| 05400 - Transmission Repair Specialist | 26.16 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 16.24 |
| 07041 - Cook I | 15.72 |
| 07042 - Cook II | 18.24 |
| 07070 - Dishwasher | 12.45 |
| 07130 - Food Service Worker | 15.13 |
| 07210 - Meat Cutter | 18.05 |
| 07260 - Waiter/Waitress | 10.64 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 25.15 |
| 09040 - Furniture Handler | 17.02 |
| 09080 - Furniture Refinisher | 27.19 |
| 09090 - Furniture Refinisher Helper | 20.51 |
| 09110 - Furniture Repairer Minor | 24.12 |
| 09130 - Upholsterer | 25.20 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 14.96 |
| 11060 - Elevator Operator | 15.70 |
| 11090 - Gardener | 22.90 |
| 11122 - Housekeeping Aide | 15.70 |
| 11150 - Janitor | 15.70 |
| 11210 - Laborer Grounds Maintenance | 17.46 |
| 11240 - Maid or Houseman | 13.89 |
| 11260 - Pruner | 15.66 |
| 11270 - Tractor Operator | 21.05 |
| 11330 - Trail Maintenance Worker | 17.46 |
| 11360 - Window Cleaner | 17.50 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 21.04 |
| 12011 - Breath Alcohol Technician | 23.05 |
| 12012 - Certified Occupational Therapist Assistant | 31.63 |
| 12015 - Certified Physical Therapist Assistant | 31.38 |
| 12020 - Dental Assistant | 20.43 |
| 12025 - Dental Hygienist | 44.12 |
| 12030 - EKG Technician | 34.93 |
| 12035 - Electroneurodiagnostic Technologist | 34.93 |
| 12040 - Emergency Medical Technician | 21.04 |
| 12071 - Licensed Practical Nurse I | 20.60 |

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| 12072 - Licensed Practical Nurse II | 23.05 |
| 12073 - Licensed Practical Nurse III | 25.70 |
| 12100 - Medical Assistant | 18.35 |
| 12130 - Medical Laboratory Technician | 25.56 |
| 12160 - Medical Record Clerk | 20.04 |
| 12190 - Medical Record Technician | 22.43 |
| 12195 - Medical Transcriptionist | 20.60 |
| 12210 - Nuclear Medicine Technologist | 50.66 |
| 12221 - Nursing Assistant I | 12.51 |
| 12222 - Nursing Assistant II | 14.06 |
| 12223 - Nursing Assistant III | 15.34 |
| 12224 - Nursing Assistant IV | 17.22 |
| 12235 - Optical Dispenser | 18.93 |
| 12236 - Optical Technician | 20.60 |
| 12250 - Pharmacy Technician | 17.96 |
| 12280 - Phlebotomist | 19.09 |
| 12305 - Radiologic Technologist | 33.67 |
| 12311 - Registered Nurse I | 23.56 |
| 12312 - Registered Nurse II | 28.83 |
| 12313 - Registered Nurse II Specialist | 28.83 |
| 12314 - Registered Nurse III | 34.88 |
| 12315 - Registered Nurse III Anesthetist | 34.88 |
| 12316 - Registered Nurse IV | 41.79 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 28.55 |
| 12320 - Substance Abuse Treatment Counselor | 25.94 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 25.30 |
| 13012 - Exhibits Specialist II | 31.33 |
| 13013 - Exhibits Specialist III | 38.34 |
| 13041 - Illustrator I | 25.30 |
| 13042 - Illustrator II | 31.33 |
| 13043 - Illustrator III | 38.34 |
| 13047 - Librarian | 34.72 |
| 13050 - Library Aide/Clerk | 15.36 |
| 13054 - Library Information Technology Systems Administrator | 31.33 |
| 13058 - Library Technician | 16.68 |
| 13061 - Media Specialist I | 20.42 |
| 13062 - Media Specialist II | 23.87 |
| 13063 - Media Specialist III | 26.62 |
| 13071 - Photographer I | 18.98 |
| 13072 - Photographer II | 21.24 |
| 13073 - Photographer III | 26.29 |
| 13074 - Photographer IV | 32.16 |
| 13075 - Photographer V | 38.91 |
| 13090 - Technical Order Library Clerk | 19.29 |
| 13110 - Video Teleconference Technician | 20.42 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 13.86 |
| 14042 - Computer Operator II | 15.50 |
| 14043 - Computer Operator III | 17.92 |
| 14044 - Computer Operator IV | 19.93 |
| 14045 - Computer Operator V | 22.07 |
| 14071 - Computer Programmer I | (see 1) 17.71 |
| 14072 - Computer Programmer II | (see 1) 21.95 |
| 14073 - Computer Programmer III | (see 1) 26.84 |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 13.86 |
| 14160 - Personal Computer Support Technician | 19.93 |
| 14170 - System Support Specialist | 28.73 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 28.66 |

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| 15020 - Aircrew Training Devices Instructor (Rated) | 34.67 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 41.20 |
| 15050 - Computer Based Training Specialist / Instructor | 28.66 |
| 15060 - Educational Technologist | 33.60 |
| 15070 - Flight Instructor (Pilot) | 41.20 |
| 15080 - Graphic Artist | 25.70 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | 41.55 |
| 15086 - Maintenance Test Pilot Rotary Wing | 41.55 |
| 15088 - Non-Maintenance Test/Co-Pilot | 41.55 |
| 15090 - Technical Instructor | 24.24 |
| 15095 - Technical Instructor/Course Developer | 29.67 |
| 15110 - Test Proctor | 21.37 |
| 15120 - Tutor | 21.37 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | |
| 16010 - Assembler | 13.35 |
| 16030 - Counter Attendant | 13.35 |
| 16040 - Dry Cleaner | 15.27 |
| 16070 - Finisher Flatwork Machine | 13.35 |
| 16090 - Presser Hand | 13.35 |
| 16110 - Presser Machine Drycleaning | 13.35 |
| 16130 - Presser Machine Shirts | 13.35 |
| 16160 - Presser Machine Wearing Apparel Laundry | 13.35 |
| 16190 - Sewing Machine Operator | 16.15 |
| 16220 - Tailor | 17.16 |
| 16250 - Washer Machine | 13.99 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 27.66 |
| 19040 - Tool And Die Maker | 34.13 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 19.15 |
| 21030 - Material Coordinator | 23.63 |
| 21040 - Material Expediter | 23.63 |
| 21050 - Material Handling Laborer | 16.91 |
| 21071 - Order Filler | 16.04 |
| 21080 - Production Line Worker (Food Processing) | 19.15 |
| 21110 - Shipping Packer | 18.99 |
| 21130 - Shipping/Receiving Clerk | 18.99 |
| 21140 - Store Worker I | 13.14 |
| 21150 - Stock Clerk | 17.35 |
| 21210 - Tools And Parts Attendant | 19.15 |
| 21410 - Warehouse Specialist | 19.15 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 31.18 |
| 23019 - Aircraft Logs and Records Technician | 24.12 |
| 23021 - Aircraft Mechanic I | 29.47 |
| 23022 - Aircraft Mechanic II | 31.18 |
| 23023 - Aircraft Mechanic III | 32.70 |
| 23040 - Aircraft Mechanic Helper | 20.51 |
| 23050 - Aircraft Painter | 27.66 |
| 23060 - Aircraft Servicer | 24.12 |
| 23070 - Aircraft Survival Flight Equipment Technician | 27.66 |
| 23080 - Aircraft Worker | 25.90 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 25.90 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 29.47 |
| 23110 - Appliance Mechanic | 22.59 |
| 23120 - Bicycle Repairer | 17.01 |
| 23125 - Cable Splicer | 40.08 |
| 23130 - Carpenter Maintenance | 24.68 |
| 23140 - Carpet Layer | 25.90 |
| 23160 - Electrician Maintenance | 27.70 |
| 23181 - Electronics Technician Maintenance I | 27.96 |
| 23182 - Electronics Technician Maintenance II | 30.89 |
| 23183 - Electronics Technician Maintenance III | 32.78 |

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| 23260 - Fabric Worker | 24.12 |
| 23290 - Fire Alarm System Mechanic | 25.81 |
| 23310 - Fire Extinguisher Repairer | 22.32 |
| 23311 - Fuel Distribution System Mechanic | 31.72 |
| 23312 - Fuel Distribution System Operator | 24.33 |
| 23370 - General Maintenance Worker | 19.52 |
| 23380 - Ground Support Equipment Mechanic | 29.47 |
| 23381 - Ground Support Equipment Servicer | 24.12 |
| 23382 - Ground Support Equipment Worker | 25.90 |
| 23391 - Gunsmith I | 22.32 |
| 23392 - Gunsmith II | 25.90 |
| 23393 - Gunsmith III | 29.47 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 25.56 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 27.01 |
| 23430 - Heavy Equipment Mechanic | 29.66 |
| 23440 - Heavy Equipment Operator | 24.58 |
| 23460 - Instrument Mechanic | 29.47 |
| 23465 - Laboratory/Shelter Mechanic | 27.66 |
| 23470 - Laborer | 16.91 |
| 23510 - Locksmith | 27.66 |
| 23530 - Machinery Maintenance Mechanic | 35.61 |
| 23550 - Machinist Maintenance | 25.38 |
| 23580 - Maintenance Trades Helper | 22.07 |
| 23591 - Metrology Technician I | 29.47 |
| 23592 - Metrology Technician II | 31.18 |
| 23593 - Metrology Technician III | 32.70 |
| 23640 - Millwright | 29.47 |
| 23710 - Office Appliance Repairer | 24.76 |
| 23760 - Painter Maintenance | 19.44 |
| 23790 - Pipefitter Maintenance | 26.37 |
| 23810 - Plumber Maintenance | 24.75 |
| 23820 - Pneudraulic Systems Mechanic | 29.47 |
| 23850 - Rigger | 29.47 |
| 23870 - Scale Mechanic | 25.90 |
| 23890 - Sheet-Metal Worker Maintenance | 22.64 |
| 23910 - Small Engine Mechanic | 21.60 |
| 23931 - Telecommunications Mechanic I | 31.80 |
| 23932 - Telecommunications Mechanic II | 33.64 |
| 23950 - Telephone Lineman | 28.84 |
| 23960 - Welder Combination Maintenance | 25.53 |
| 23965 - Well Driller | 26.12 |
| 23970 - Woodcraft Worker | 29.47 |
| 23980 - Woodworker | 22.32 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 18.02 |
| 24570 - Child Care Attendant | 17.10 |
| 24580 - Child Care Center Clerk | 19.32 |
| 24610 - Chore Aide | 14.64 |
| 24620 - Family Readiness And Support Services Coordinator | 18.02 |
| 24630 - Homemaker | 18.02 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 34.65 |
| 25040 - Sewage Plant Operator | 27.51 |
| 25070 - Stationary Engineer | 34.65 |
| 25190 - Ventilation Equipment Tender | 24.15 |
| 25210 - Water Treatment Plant Operator | 27.51 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 23.90 |
| 27007 - Baggage Inspector | 16.16 |
| 27008 - Corrections Officer | 27.69 |
| 27010 - Court Security Officer | 25.37 |
| 27030 - Detection Dog Handler | 18.08 |

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| 27040 - Detention Officer | 27.69 |
| 27070 - Firefighter | 23.05 |
| 27101 - Guard I | 16.16 |
| 27102 - Guard II | 18.08 |
| 27131 - Police Officer I | 28.68 |
| 27132 - Police Officer II | 31.86 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 19.63 |
| 28042 - Carnival Equipment Repairer | 21.36 |
| 28043 - Carnival Worker | 14.61 |
| 28210 - Gate Attendant/Gate Tender | 18.28 |
| 28310 - Lifeguard | 15.16 |
| 28350 - Park Attendant (Aide) | 20.46 |
| 28510 - Recreation Aide/Health Facility Attendant | 14.93 |
| 28515 - Recreation Specialist | 25.34 |
| 28630 - Sports Official | 16.29 |
| 28690 - Swimming Pool Operator | 24.43 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 25.90 |
| 29020 - Hatch Tender | 25.90 |
| 29030 - Line Handler | 25.90 |
| 29041 - Stevedore I | 24.12 |
| 29042 - Stevedore II | 27.66 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 39.89 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 27.50 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 30.29 |
| 30021 - Archeological Technician I | 16.60 |
| 30022 - Archeological Technician II | 18.57 |
| 30023 - Archeological Technician III | 23.00 |
| 30030 - Cartographic Technician | 23.00 |
| 30040 - Civil Engineering Technician | 30.47 |
| 30051 - Cryogenic Technician I | 25.48 |
| 30052 - Cryogenic Technician II | 28.14 |
| 30061 - Drafter/CAD Operator I | 16.60 |
| 30062 - Drafter/CAD Operator II | 18.57 |
| 30063 - Drafter/CAD Operator III | 20.71 |
| 30064 - Drafter/CAD Operator IV | 25.48 |
| 30081 - Engineering Technician I | 14.79 |
| 30082 - Engineering Technician II | 16.60 |
| 30083 - Engineering Technician III | 18.57 |
| 30084 - Engineering Technician IV | 23.00 |
| 30085 - Engineering Technician V | 28.14 |
| 30086 - Engineering Technician VI | 34.05 |
| 30090 - Environmental Technician | 27.74 |
| 30095 - Evidence Control Specialist | 23.00 |
| 30210 - Laboratory Technician | 27.43 |
| 30221 - Latent Fingerprint Technician I | 25.48 |
| 30222 - Latent Fingerprint Technician II | 28.14 |
| 30240 - Mathematical Technician | 23.00 |
| 30361 - Paralegal/Legal Assistant I | 19.24 |
| 30362 - Paralegal/Legal Assistant II | 23.83 |
| 30363 - Paralegal/Legal Assistant III | 29.14 |
| 30364 - Paralegal/Legal Assistant IV | 35.26 |
| 30375 - Petroleum Supply Specialist | 28.14 |
| 30390 - Photo-Optics Technician | 23.00 |
| 30395 - Radiation Control Technician | 28.14 |
| 30461 - Technical Writer I | 23.00 |
| 30462 - Technical Writer II | 28.14 |
| 30463 - Technical Writer III | 34.05 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 25.35 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 30.67 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 36.76 |
| 30494 - Unexploded (UXO) Safety Escort | 25.35 |
| 30495 - Unexploded (UXO) Sweep Personnel | 25.35 |

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| 30501 - Weather Forecaster I | 25.48 |
| 30502 - Weather Forecaster II | 31.00 |
| 30620 - Weather Observer Combined Upper Air Or Surface Programs | (see 2) 20.71 |
| 30621 - Weather Observer Senior | (see 2) 23.00 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 30.67 |
| 31020 - Bus Aide | 16.19 |
| 31030 - Bus Driver | 22.31 |
| 31043 - Driver Courier | 19.90 |
| 31260 - Parking and Lot Attendant | 13.63 |
| 31290 - Shuttle Bus Driver | 20.81 |
| 31310 - Taxi Driver | 15.60 |
| 31361 - Truckdriver Light | 20.81 |
| 31362 - Truckdriver Medium | 22.48 |
| 31363 - Truckdriver Heavy | 23.72 |
| 31364 - Truckdriver Tractor-Trailer | 23.72 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 14.95 |
| 99030 - Cashier | 13.98 |
| 99050 - Desk Clerk | 15.66 |
| 99095 - Embalmer | 25.35 |
| 99130 - Flight Follower | 25.35 |
| 99251 - Laboratory Animal Caretaker I | 18.10 |
| 99252 - Laboratory Animal Caretaker II | 19.69 |
| 99260 - Marketing Analyst | 27.06 |
| 99310 - Mortician | 25.35 |
| 99410 - Pest Controller | 22.29 |
| 99510 - Photofinishing Worker | 13.32 |
| 99710 - Recycling Laborer | 19.67 |
| 99711 - Recycling Specialist | 23.47 |
| 99730 - Refuse Collector | 17.85 |
| 99810 - Sales Clerk | 15.94 |
| 99820 - School Crossing Guard | 13.50 |
| 99830 - Survey Party Chief | 20.03 |
| 99831 - Surveying Aide | 15.22 |
| 99832 - Surveying Technician | 18.94 |
| 99840 - Vending Machine Attendant | 18.96 |
| 99841 - Vending Machine Repairer | 23.94 |
| 99842 - Vending Machine Repairer Helper | 18.96 |

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** 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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) 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. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

- 6) 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 (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

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

Intergovernmental Service Agreement for Housing Federal Detainees

| | | |
|---|--|--|
| 1. Agreement Number ACD-3-H-1006 | 2. Effective as of date in block 11 | 2. Requisition Number (If applicable) CRDRO-03-039 |
| 4. Issuing INS Office Address: Immigration & Naturalization Service Administrative Center, Dallas 7701 N. Stemmons Freeway Dallas, TX 75356 Contact Person: [REDACTED] Phone: (214) 905-[REDACTED] | 5. City/County/State Government: Moffat County Public Safety Center C/O Moffat County Sheriff's Department 800 West First Street Craig, Colorado 81625 Contact Person: Lt. [REDACTED] Jail Administrator Phone: (970) 826-[REDACTED] | |
| 6. Services Covered by this Agreement: Housing, security, subsistence, clothing and medical care of persons detained by the U.S. Immigration & Naturalization Service in accordance with the terms and conditions set forth herein. | 7. Detainee Day Rate: \$ [REDACTED] 8. Estimated detainee days per year | |
| 9. Type of Detainee: Y Adult Male Y Adult Female | | |
| 10. City/County or State Government Certification: <i>To the best of my (our) knowledge and belief, data submitted in support of this agreement is true and correct; this agreement has been duly authorized by the governing body of the city/county or state government identified in block 5 above. The city/county or state government identified shall comply with all provisions set forth herein.</i> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <p><u><i>D.E. Buddy Grinstead</i></u> (Signature)</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Signature)</p> </div> <div style="width: 20%; text-align: center;"> <p><u>3-5-03</u></p> <p>(Date)</p> <p>_____</p> <p>(Date)</p> <p>_____</p> <p>(Date)</p> <p>_____</p> <p>(Date)</p> </div> <div style="width: 40%;"> <p><u>Buddy Grinstead, Sheriff</u> (Name & Title typed or printed)</p> <p>_____</p> <p>(Name & Title typed or printed)</p> <p>_____</p> <p>(Name & Title typed or printed)</p> <p>_____</p> <p>(Name & Title typed or printed)</p> </div> </div> <p>(For additional signatures, please attach another page.)</p> | | |
| 11. This agreement is hereby approved and accepted for THE UNITED STATES OF AMERICA, by direction of the COMMISSIONER OF THE IMMIGRATION & NATURALIZATION SERVICE. <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <p><u><i>Arthur S. Cooper, III</i></u> (Contracting Officer Signature)</p> </div> <div style="width: 20%; text-align: center;"> <p><u>3/1/03</u> (Date)</p> </div> <div style="width: 40%;"> <p><u>Arthur S. Cooper, III</u> (Name typed or printed)</p> </div> </div> | | |

*Intergovernmental Service Agreement for Housing Federal Detainees Between the
Immigration and Naturalization Service and The Moffat County Public Safety Center,
Craig, Colorado 81625*

Article I. Purpose

A. Purpose. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between the **Immigration and Naturalization Service (INS)**, a component of the Department of Justice, and the **Moffat County Public Safety Center, Craig, Colorado** for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. The term "Parties" is used in this Agreement to refer jointly to INS and the Service Provider.

The **United States Marshals Service** (hereinafter referred to as the "Marshals" is also authorized to use this Agreement in the detention of persons charged with, or convicted of, federal law or held as material witnesses (federal prisoner). The terms of this Agreement shall apply to the detention and care of persons authorized to be detained by the Marshals.

The **United States Bureau of Prisons** (hereinafter referred to as the BOP) is also authorized to use this Agreement in the detention of persons charged with, or convicted of, federal law or held as material witnesses (federal prisoners). The terms of this Agreement shall apply to the detention and care of persons authorized to be detained by the BOP.

B. Responsibilities. This Agreement sets forth the responsibilities of INS and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from INS at the prescribed rate.

C. Guidance. The Parties will determine the detainee day rate in accordance with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (Attachment A) and the INS Cost Statement (Attachment B).

Article II. General

A. Funding. The obligation of INS to make payments to the Service Provider is contingent upon the availability of Federal funds. The INS will, however, neither present detainees to the Service Provider nor direct performance of any other services until the INS has the appropriate funding.

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B. Subcontractors. The Service Provider shall notify and obtain approval from the INS if it intends to house INS detainees in a facility other than that specified on the cover page of this document. If either that facility, or any future one, is operated by an entity other than the Service Provider, INS shall treat that entity as a subcontractor to the Service Provider.

The Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide INS with copies of all subcontracts in existence during any part of the term of this Agreement. The INS will not either accept invoices from, or make payments to, a subcontractor.

C. Consistent with law. Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

Article III. Covered Services

A. Bed space. The Service Provider shall provide beds in the **Moffat County Public Safety Center, 800 W. First Street, Craig, Colorado 81625** on a space available basis. The Service Provider shall house all detainees and may spread the detainees throughout the population. The INS will be financially liable only for the actual detainee days as defined in Paragraph C. of this Article.

B. Basic needs. The Service Provider shall provide adult INS detainees (gender as specified in Paragraph A. of this Article) 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 INS has delivered a person for custody who is under the age of 18, the Service Provider shall not house that person with adult detainees, and shall notify the INS immediately. The types and levels of services shall be those the Service Provider routinely affords to other inmates.

C. Unit of service and financial liability. The unit of service will be a "detainee day" (one person per day). The detainee day begins on the date of arrival. The Service Provider may bill INS for the date of arrival but not the date of departure. For example: If a detainee is brought in at 1900 Sunday and is released at 0700 on Monday, the Service Provider may bill for 1 detainee day. If a detainee is brought in at 0100, Sunday and is released at 2359 Monday, the Service Provider may bill for only 1 detainee day. The INS shall be responsible to pay for only those beds actually occupied. **The per diem rate under this agreement** [REDACTED] **per man-day.**

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D. Interpretive services. The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees after first obtaining INS written approval. The INS will reimburse the Service Provider for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally (in English or the detainee's native language as appropriate) to detainees who cannot read. The Service Provider shall include the amount that the Service Provider paid for such services on their regular monthly invoice. The Service Provider shall not use detainees for translation services, except in emergency situations. If the Service Provider uses a detainee for translation service, it shall notify INS within 24 hours.

E. Transportation Services. The Service Provider agrees to provide transportation services for Service detainees between the Provider's facility in **Craig, Colorado**, apprehension points, the INS Denver District Offices and other delivery points as determined necessary by the Service. The purpose of such transportation shall be for booking detainees into or out of the facility into the custody of the Service and booking new inmates from the custody of the Service into the facility and to accommodate detainee's appearance at Immigration Court and or removal from the United States. The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with State of Colorado standards for prisoner transport. [REDACTED] uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under their policies, procedures and practices shall be assigned to each van on each trip and be appropriately licensed and certified for those duties pursuant to the State of Colorado and U.S. Department of Transportation regulations.

Reimbursement for transportation services shall be paid at the rate of [REDACTED] per hour for each transporting officer. A round-trip mileage rate equaling the General Services Current POV) private owned vehicle) for automobile approved mileage rate, as published in the Federal Register, per 41 CFR Part 301-10.303. Service provider shall maintain a transportation log documenting all transportation services (date, origin, destination, time, mileage, etc...). The Service Provider shall invoice the INS for services rendered as a separate line item on the periodic billing for detention. A copy of the transportation log shall be attached to all invoices that contain charges for transportation services.

F. Bag Lunches. The Service Provider agrees to provide the Service with bag lunches at the rate of [REDACTED] per meal. The meal will include, at the minimum, two sandwiches, of which at least one will be meat (non-pork), fruit, one ration of a desert item and beverage. **Provider is to invoice INS for services rendered as a separate line item on the periodic billing for detention.**

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Article IV. Receiving and Discharging Detainees

A. Required activity. The Service Provider shall receive and discharge detainees only from and to either properly identified INS personnel or other properly identified Federal law enforcement officials with prior authorization from INS. 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 a week. The INS shall furnish the Service Provider with reasonable notice of receiving or discharging detainee(s). The Service Provider shall ensure positive identification and recording of detainees and INS officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty INS officers.

B. Restricted release of detainees. The Service Provider shall not release INS detainees from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for either medical, other emergent situations, or in response to a federal writ of *habeas corpus*. If an INS detainee is sought for federal, state or local court proceedings, only INS may authorize release of the detainee for such purposes. The Service Provider shall contact INS immediately regarding any such requests.

C. Service Provider right of refusal. The Service Provider retains final and absolute right either 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 provider. In the case of a detainee already in custody, the Service Provider shall notify the INS and request such removals, and shall allow the INS reasonable time to make alternative arrangements for the detainee.

D. Emergency evacuation. In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate INS 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 INS within two hours of such evacuation.

Article V. Minimum Service Standards

The Service Provider shall:

A. house INS detainees in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

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- B. provide guard personnel to ensure that there is a 24-hour visual supervision of detainees when housed in a dormitory type setting. The Service Provider shall visually and physically check detainees in individual cells at least hourly.
- C. segregate detainees in custody by gender and by risk of violence to other detainees.
- D. provide a mattress, with a mattress cover, and when appropriate, a blanket to each detainee held overnight.
- E. provide a minimum of three nutritionally balanced meals in each 24-hour period for each detainee. These meals shall provide a total of at least 2,400 calories per 24 hours. There will be no more than 14 hours or fewer than 4 hours between meals. The Service Provider will provide a minimum of two hot meals in this 24-hour period.
- F. provide medical services as described in Article VI below.
- G. provide a mechanism for confidential communication between INS detainees and INS officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual detainee.
- H. afford INS detainees, indigent or not, reasonable access to public telephones for contact with attorneys, the courts, foreign consular personnel, family members and representatives of *pro bono* organizations.
- I. permit INS detainees reasonable access to presentations by legal rights groups and groups recognized by INS consistent with good security and order.
- J. afford each INS detainee with reasonable access to legal materials for his or her case. The INS will provide the required materials. The Service Provider will provide space to accommodate legal materials at no additional cost to INS. (Note: The INS may waive this requirement where the average length of detention is 30 days or less.)
- K. afford INS detainees reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations.
- L. provide INS detainees with access to recreational programs and activities as described in the INS Recreation Standards (Attachment C) to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

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Article VI. Medical Services

Auspices of Health Authority. The Service Provider shall provide INS detainees with onsite 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.

With regard to Marshals and BOP inmates, the local government agrees to provide Federal prisoners with the same level of medical care and services provided to local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided the facility would be paid directly by the federal government. In the event the local government has contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners. The text in this paragraph applies only to Marshals and BOP.

B. Level of Professionalism. The Service Provider shall ensure that all health care service providers utilized for INS 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 Service (DIHS). Healthcare or health trained personnel may perform screenings.

C. Access to health care. The Service Provider shall ensure that onsite medical and health care coverage as defined below is available for all INS 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.

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D. On site health care. The Service Provider shall furnish onsite health care under this Agreement. The Service Provider shall not charge any INS 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 INS detainees receive no lower level of onsite medical care and services than those it provides to local inmates. Onsite health care services shall include arrival screening within 24 hours of arrival at the Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g., lacerations, sprains, 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).

F. Unacceptable medical conditions. If the Service Provider determines that an INS 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 INS. Upon such notification the Service Provider shall allow INS reasonable time to make the proper arrangements for further disposition of that detainee.

G. Pre-approval for non-emergent off site care. The DIHS acts as the agent and final health authority for INS on all off-site detainee 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 INS 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. (See Attachment D.) For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of INS and the detainee. The INS may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS.

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The Service Provider shall send requests for pre-approval and all medical providers approved to furnish off-site health care of detainees shall submit their bills to:

INS Health Services
1220 L Street, NW
PMB 468
Washington, DC 20005-4018
Phone: 1 888 718-8947, Fax: 1 202 318-0080

H. Emergency medical care. The Service Provider shall furnish 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 Coordinators, **INS Health Services, 1220 L Street, NW, PMB 468, Washington, DC 20005-4018, phone 1-888-718-8947, fax 202-318-0080** as soon as possible, and in no case more than seventy-two 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, without any additional charge to INS, provide guards during the initial 8 hours detainees are admitted to an outside medical facility. If negotiated with INS, the Service Provider shall provide guards beyond the initial 8-hour period, at the regular hourly rate of those guards. Absent such an arrangement, INS will be responsible for providing the guards at the end of the initial 8-hour period. The Service Provider shall not, however, remove its guards until INS personnel relieve them. The Service Provider shall submit a separate invoice for guard services beyond the initial 8 hours with its regular monthly billing.

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.

BOP and Marshals Medical Services. The Service Provider must solicit prior approval before proceeding with non-emergency, off-site medical care. The Service Provider shall submit supporting invoice documentation for non-routine, off-site medical/health services to the respective agencies representative listed in Article XII. Section B.

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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, persons detained for INS shall not be required to perform manual labor.

Article VIII. Period of Performance

This Agreement shall remain in effect indefinitely, or until terminated by either Party upon 60 days written notice, unless an emergency situation requires the immediate relocation of detainees, or the Parties agree to a shorter period under the procedures prescribed in Article X.

Article IX. Inspection

A. Jail Agreement Inspection Report. The Service Provider shall allow INS to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by the INS. No notice to the Service Provider is required prior to an inspection. The INS will conduct such inspections in accordance with the Jail Agreement Inspection Report a copy of which is included as Attachment E to this Agreement. The Jail 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 INS will share findings of the inspection with the Service Provider's facility administrator to promote improvements to facility operation, conditions of confinement, and level of service.

B. Possible termination. If the Service Provider fails to remedy deficient service INS identifies through inspection, INS may terminate this Agreement without regard to the provisions of Articles VIII and X.

C. Share findings. The Service Provider shall provide INS copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

Article X. 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. A modification will become part of this Agreement only after the INS Regional Contracting Officer and the authorized signatory of the Service Provider have approved it in writing.

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B. Disputes. The INS Regional Contracting Officer and the authorized signatory of the Service Provider are the parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the INS Regional Contracting Officer and authorized signatory of the Service Provider.

Article XI. Adjusting the Detainee Day Rate

The INS shall reimburse the Service Provider at the detainee day rate shown on the cover page of this document. The Parties may adjust that rate 12 months after the date of signing, and every 12 months thereafter. The Parties shall base the rate and adjustments on the principles set forth in OMB Circular A-87. Such adjustments shall be effective on the first day of the month following execution of the modification.

Article XII. Enrollment, Invoicing, and Payment

Enrollment in electronic funds transfer. The Service Provider shall provide the INS office with the information needed to make payment by electronic funds transfer .

As of January 1, 1999, INS will make 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, (Attachment F). The Service Provider shall submit a completed SF 3881 to the INS 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 INS 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 INS detainee, his or her A-number, and his or her specific dates of detention; 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 working days of the month following the calendar month when it provided the services, to:

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The U.S. Immigration & Naturalization Service

4730 Paris Street
Denver, Colorado 80239
ATTN: Detention and Deportation Unit
Phone: (303) 371-5606
Fax: (303) 361 -0614

For detainees of the **Marshals**, the provider shall prepare and submit an itemized invoice for the services provided to the Marshals each month, in arrears. The invoice is to be submitted to the address below and payment of the Marshals for detention, medical and related services shall then be issued from:

The United States Marshals Service

C-324 US Courthouse
1929 Stout Street
Denver, Colorado 80294
ATTN. [REDACTED]
Phone (303) 335-[REDACTED] or (303) 335-[REDACTED]
Fax (303) 335-3388

For detainees of the **BOP**, the provider shall prepare and submit an itemized invoice for the services provided to the BOP each month, in arrears. The invoice is to be submitted to the address below and payment of the BOP for detention, medical and related services shall then be issued from:

The United States Department of Justice
Federal Bureau of Prisons
Community Corrections Office
1961 Stout Street, Room 683
Denver, Colorado 80294
ATTN. [REDACTED]
Phone (303) 844-[REDACTED] Fax (303) 844-6189

C. Payment. The INS 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 Act requires INS to make payments under this Agreement the 30th calendar day after the 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 Act requires INS to pay interest on overdue payments to the Service Provider. The INS will determine any interest due in accordance with the Act.

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Article XIII. Government Furnished Property

A. Federal Property Furnished to the Service Provider. The INS may furnish federal property and equipment to the Service Provider. Accountable property remains titled to INS and shall be returned to the custody of INS upon termination of the agreement. The suspension of use of bed space made available to INS 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 INS property from the facility without the prior written approval of INS. The Service Provider shall report any loss or destruction of such property immediately to INS.

Article XIV. Hold Harmless and Indemnification Provisions

A. Service Provider held harmless. The INS 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 incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of INS officers or employees, to the extent that INS 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 terms 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, INS shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have INS 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, INS shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

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D. INS recovery right. The Service Provider shall do nothing to prejudice INS'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 the INS's expense, furnish to INS all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of INS in obtaining recovery.

Article XV. 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 at least three years for purposes of federal examinations and audit. The 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 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

B. Access to records. The INS 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-recipients. 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. The INS 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. The INS 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.

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Article XVI. Provision of Space to INS and EOIR

A. Service Provider responsibilities. The Service Provider shall provide suitable support, office and administrative space, for use by INS. As necessary, the Service Provider will provide sufficient safe and secure storage space for all INS detainee baggage. In addition, the Service Provider agrees, if required, to furnish acceptable office and administrative space to the Executive Office of Immigration Review (EOIR). The Service Provider shall bear all costs associated with the use of jail and office space by INS and EOIR (e.g. those for preparing, operating and maintaining such facilities for INS and EOIR, and incurred for temporarily relocating the Service Provider's employees). The Service Provider shall equip the office and administrative space furnished to INS and EOIR with a telephone system compatible with the federal telephone network. The Service Provider shall furnish the security and janitorial services for this space. The Service Provider shall include all costs associated with providing space or services under this Paragraph in the calculation of the detainee rate day rate. (Note: the Service Provider shall have no obligation under this Paragraph unless the Parties negotiate specific terms for such space or services.)

Federal Government responsibilities. The INS will incur the costs of installing computer cabling, telephone lines and any additional telephone trunk lines and telephone switch equipment, which may be required. The INS will be responsible for payment of INS long-distance telephone bills for INS staff.

ARTICLE XVII. Special Conditions

Neither this Agreement, nor any interest may be assigned or transferred to any other party without the written approval by the Service.

By signing this Agreement, the signatory certifies that **Moffat County, CO.** is using the named detention facility above for its detention requirements. Signatory agrees to notify the Service within thirty (30) days of its cessation of use of the facility.

By signing this agreement, the signatory certifies that **Moffat County, CO.** is a legitimate governmental entity pursuant to State or Federal law and controls the operation of the Park County Jail.

End of document

Attachments:

- A. OMB Circular A-87
- B. INS Cost Statement Form
- C. INS Recreation Standards
- D. DIHS Pre-authorization Form
- E. Jail Agreement Inspection Report
- F. SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form