

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO	
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA		5. PROJECT NO (if applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CANYON COUNTY OF 1115 ALBANY ST CALDWELL ID 836053522		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Attn: [REDACTED] (949) 425-[REDACTED] Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA	
CODE 0977633200000		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO IGSA/HEL-9413	
				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 teletype 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 teletype or letter, provided each teletype 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.

<input type="checkbox"/>	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
X	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)

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: 097763320

COR: [REDACTED] 801-886-[REDACTED]

ACOR: [REDACTED] 208-685-[REDACTED]

a.) The purpose of this modification is to change the detainee day rate from [REDACTED] to [REDACTED]

b.) The effective date of the increase is October 1, 2018.

c.) The County will not be eligible for an equitable adjustment to the detainee day rate for three years from the effective date.

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) Kieran Donahue Sheriff		16A. NAME AND TITLE OF CONTRACTOR OFFICER (Type or print) [REDACTED]	
15B. CONTRACTOR/OFFEROR [REDACTED]	15C. DATE SIGNED 9-27-18	16B. UNITED STATES OF AMERICA [REDACTED]	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
IGSA/HEL-9413/P00001

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NAME OF OFFEROR OR CONTRACTOR
CANYON COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. CLIN 0001 will increase: From: [REDACTED] By: [REDACTED] To: [REDACTED] Exempt Action: N Sensitive Award: NONE LIST OF CHANGES: Reason for Modification : Other Administrative Action</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Attn: [REDACTED] 949-425-[REDACTED] Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CANYON COUNTY OF 1115 ALBANY ST CALDWELL ID 836053522		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0977633200000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. IGSA/HEL-9413	10B. DATED (SEE ITEM 13) 05/29/2012

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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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.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification / FAR 43.103(a)

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: 097763320

COR: [REDACTED] 801-886-[REDACTED]

ACOR: [REDACTED] 208-685-[REDACTED]

The purpose of this modification is to change the standards from National Detention Standards (NDS) 2000 to NDS 2019 (<https://www.ice.gov/detention-standards/2019>) All other terms and conditions remains 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.

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Administrative Assistant	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C. DATE SIGNED 2/18/2020	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
6. ISSUED BY DETENTION MANAGEMENT - LAGUNA U.S. Immigration and Customs Enforcement Office of Acquisition Management 24000 AVILA ROAD, [REDACTED] Laguna Niguel CA 92677	CODE 70CDLG	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Attn: [REDACTED], 949-425-[REDACTED] Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CANYON COUNTY OF 1115 ALBANY ST CALDWELL ID 836053522		(x) 9A. AMENDMENT OF SOLICITATION NO	9B. DATED (SEE ITEM 11)
CODE 0977633200000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO IGSA/HEL-9413	10B. DATED (SEE ITEM 13) 05/29/2012

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

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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) Bilateral Modification / FAR 52.243-4 Changes-Clauses

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: 097763320

COR: [REDACTED] 801-886-[REDACTED]

ACOR: [REDACTED] 208-685-[REDACTED]

This modification is done to incorporate into the contract FAR 52.223-99, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.

ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

Continued ...

[REDACTED]	remains unchanged and in full force and effect.
[REDACTED]	OF CONTRACTING OFFICER (Type or print)
[REDACTED]	DATE SIGNED
[REDACTED]	16 [REDACTED]
[REDACTED]	14/22/2021

NAME OF OFFEROR OR CONTRACTOR
CANYON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(a) Definition. As used in this clause-</p> <p>United States or its outlying areas means-</p> <p>(1) The fifty States;</p> <p>(2) The District of Columbia;</p> <p>(3) The Commonwealth of Puerto Rico and the Northern Mariana Islands;</p> <p>(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and</p> <p>(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.</p> <p>(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).</p> <p>(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https://www.saferfederalworkforce.gov/contractors/</p> <p>(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.</p> <p>Note: The COVID Clause requires covered contractors to comply with Executive Order 14042 and all guidance issued by the Safer Federal Workforce Task Force "as amended during the performance of the contract," which requires the contractor be aware of and comply with changing guidance throughout performance. This requirement shall be applicable to all subcontractors and to all existing and future orders.</p> <p>.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
IGSA/HEL-9413/P00003

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NAME OF OFFEROR OR CONTRACTOR
CANYON COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2012 to 05/31/2030 All other terms and conditions remains the same.				

2. AMENDMENT/MODIFICATION NO. ONE (1)	3. EFFECTIVE DATE 12/01/1998	4. REQUISITION/PURCHASE REQ. NO. IGSA / HEL - 9413	5. PROJECT NO. (If applicable)
6. ISSUED BY District Director U.S. Immigration and Naturalization Service 2800 Skyway Drive Helena, Montana 59604 - 1230		7. ADMINISTERED BY (If other than Item 6) Same as block number 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Dale G. Haile Detention Center 1115 Albany Street, Caldwell, Idaho 83605	(Y)	9A. AMENDMENT OF SOLICITATION NO.
Correspondence: 219 North 12th Caldwell, Idaho 83605		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. IGSA / HE: - 9413
		10B. DATED (SEE ITEM 13) December 7, 1998
CODE	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 ACKNOWLEDGMENT 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)

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

(Y)	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	Contractual Daily Detention Cost

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.)

This Intergovernmental Service Agreement is hereby amended to change the daily detention manday cost from [redacted] per day to [redacted] per day. All other terms and conditions of the Agreement remain unchanged.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [redacted] Administrative Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. U BY [redacted]	16C. DATE SIGNED 12/07/98

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 1

2. AMENDMENT/MODIFICATION NO. ONE (1)		EFFECTIVE DATE 10/01/98		4. REQUISITION/PURCH. REQ. NO. IGSA / HEL - 9413		5. PROJECT NO. (If applicable)	
6. ISSUED BY District Director U.S. Immigration and Naturalization Service 2800 Skyway Drive Helena, Montana 59602 - 1230		CODE		7. ADMINISTERED BY (If other than Item 6) Same as block number 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Dale G. Haile Detention Center 1115 Albany Street, Caldwell, Idaho 83605				9A. AMENDMENT OF SOLICITATION NO.			
CORRESPONDENCE: 219 North 12th Caldwell, Idaho 83605				9B. DATED (SEE ITEM 11)			
CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. IGSA / HEL - 9413			
FACILITY CODE				10B. DATED (SEE ITEM 13) November 09, 1998			

COPY

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 ACKNOWLEDGMENT 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)

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

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Extension of Contractual Daily Detention.

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 UCP section headings, including solicitation/contract subject matter where feasible.)

"The expiration date of this Agreement is hereby extended indefinitely until either party terminates it by written notice to the other in accordance with the procedures outlined in the Agreement, or until superseded by a new Agreement of the parties. This modification is confirmed as being in effect retroactive to the previous expiration of the Agreement by mutual agreement and actions of the parties thereto."

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.

15A. NAME AND TITLE OF SIGNER (Type or print) Abel "Abe" Vasquez Chairman, Board of Commissioners		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [Redacted] Administrative Officer	
15B. CONTRACTOR/OFFEROR [Signature] (Signature of person authorized to sign)	15C. DATE SIGNED 12-3-98	16B. BY [Redacted]	16C. DATE SIGNED 11/19/98

CANYON COUNTY COMMISSIONERS



Pat Galvin
DISTRICT 1

Zelda Nickel
DISTRICT 2

Abel "Abe" Vasquez
DISTRICT 3

1115 Albany Street • Caldwell, Idaho 83605 • Telephone: (208) 454-7507 • Fax: (208) 454-7336

December 3, 1998

Harry A. Thomas, District Director
U. S. Immigration and Naturalization Service
2800 Skyway Drive
Helena, Montana 59602 - 1230

COPY

Re: Amendment of Solicitation/Modification of Contract

Dear Mr. Thomas:

Enclosed please find an executed Amendment of Solicitation/Modification of Contract which extends the current Agreement as of October 1, 1998.

A current analysis concludes that our actual per diem cost for housing an inmate is [REDACTED] an amount commensurate with what some other county jails in Idaho are already charging, and the exact amount Canyon County has been charging other counties for the past year. The increase from [REDACTED] per inmate day is [REDACTED] or an average of [REDACTED] per year over the five-year period of the previous Agreement.

The present Dale G. Haile Detention Center is operating at full capacity, and reconditioning of the old Canyon County Jail is expected to be completed next summer, making room for up to 100 additional inmates at a cost of about [REDACTED]

We feel we are in a position to continue meeting the needs of the U.S. Department of Justice Immigration and Naturalization Service in housing illegal aliens. We simply request that the per diem reimbursement rate be increased to [REDACTED] to cover the actual cost of housing those inmates.

If you have any questions regarding this matter, please contact the sheriff's chief administrative deputy, [REDACTED] at 208 454-[REDACTED]. Your favorable consideration of this request for an increase in the per diem rate would be appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "Abel Vasquez".

Abel Vasquez, Chairman
Board of County Commissioners

cc: [REDACTED] Deportation Officer, U.S. I.N.S.



U.S. Department of Justice
Immigration and Naturalization Service

HEL 50/10.10-C

2800 Skyway Drive
Helena, Montana 59602 - 1230

November 19, 1998

Sheriff George W. Nourse
Dale G. Haile Detention Center
1115 Albany Street
Caldwell, Idaho 83605

Dear Sheriff Nourse:

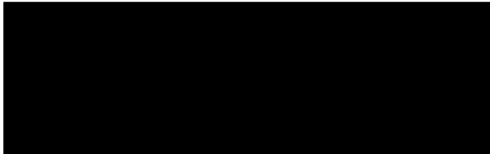
An Intergovernmental Service Agreement (IGSA) that the U.S. Immigration and Naturalization Service at Helena, Montana, and the Dale G. Haile Detention Center had entered into during October of 1993; expired this past September. The U.S. Immigration and Naturalization Service has a continual need for housing of detainees and we have been utilizing the Dale G. Haile Detention Center on a routine basis.

The Central Region Administrative Finance Center in Dallas, Texas, must have in their record the attached "Amendment of Solicitation / Modification of Contract" prior to the releasing of funds to compensate the service provider for the bedspace that we use. The compensation of funds is retroactive to the time that the IGSA expired. In part, this attachment indicates, the IGSA may be modified or terminated by either party.

The intention of the U.S. Immigration and Naturalization Service of the Helena District, is to continue the unabated use, as in the past, of your facility. If at any time, you wish review of this IGSA, for either rate increase or other issues, please contact this office so that we may raise those concerns.

At this juncture, there is no action that your office need take with this attached document, other than retaining it with the IGSA you already have on file.

Thank you very much for your continued support with our detained aliens.



Deputy District Director

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. ONE (1)	3. EFFECTIVE DATE 10/01/98	4. REQUISITION/PURCHASE REQ. NO. IGSA / HEL - 9413	5. PROJECT NO. (If applicable)
6. ISSUED BY District Director U.S. Immigration and Naturalization Service 2800 Skyway Drive Helena, Montana 59602 - 1230	CODE	7. ADMINISTERED BY (If other than Item 6) Same as block number 6	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Dale G. Haile Detention Center 1115 Albany Street, Caldwell, Idaho 83605 CORRESPONDENCE: 219 North 12th Caldwell, Idaho 83605	(v)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. IGSA / HEL - 9413
		10B. DATED (SEE ITEM 13) November 09, 1998
CODE	FACILITY CODE	

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Extension of Contractual Daily Detention.

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 UCP section headings, including solicitation/contract subject matter where feasible.)
"The expiration date of this Agreement is hereby extended indefinitely until either party terminates it by written notice to the other in accordance with the procedures outlined in the Agreement, or until superseded by a new Agreement of the parties. This modification is confirmed as being in effect retroactive to the previous expiration of the Agreement by mutual agreement and actions of the parties thereto."

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Administrative Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
BY	16B. DATE SIGNED 11/19/98

UNITED STATES DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE
301 SO. PARK, ROOM NO. 512
FEDERAL OFFICE BLDG - DRAWER 10036
HELENA, MONTANA 59626

PLEASE ADDRESS REPLY TO

AND REFER TO THIS FILE NO.

HEL 20/3-C
IGSA HEL/113

September 28, 1993

Sheriff George W. Nourse
Dale G. Haile Detention Center,
1115 Albany,
Caldwell, Idaho 83605

Dear Sheriff Nourse:

To comply with our Immigration And Naturalization Service Headquarters (Washington, D.C.) request regarding the disbursement of funds for services rendered at your detention facility; we have been instructed to disseminate the attached Intergovernmental Service Agreement, (IGSA) for your consideration. Further, we have been advised that this Agreement must be emplaced by October 1, 1993 (The beginning of Fiscal Year 1994) or before we may be permitted to utilize your facility.

This is an informal Agreement entered into by your Office and the Immigration and Naturalization Service. If this Agreement is not acceptable to your needs, please contact Deportation Officer [REDACTED] at (406) 449-[REDACTED] to further discuss your requirements.

We are hopeful that we may continue our business relationship with your detention facility. Please contact [REDACTED] if you have any further concerns.

Sincerely,

Donald M. Whitney

Donald M. Whitney
District Director

FAA 208 454 7253

AP -

INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE U.S. IMMIGRATION AND NATURALIZATION SERVICE
AND THE DALE G. HAILE DETENTION CENTER, CALDWELL, IDAHO.

PURPOSE

The purpose of this Intergovernmental Service Agreement (IGSA) is to establish a formal binding relationship between the United States Immigration and Naturalization Service (hereafter referred to as the "Service") and the DALE G. HAILE DETENTION CENTER, CALDWELL, IDAHO (hereafter referred to as the "Provider") for the detention and care of persons charged with violations of the Immigration and Nationality Act (INA), as amended and related criminal statutes.

For the purpose of administering this Agreement, the Service will be represented by the District Director or Chief Patrol Agent of the INS area in which the services are provided. Designation, coordination and execution of facility inspections shall be directed by the Service representative.

SUPPORT AND MEDICAL SERVICES

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

The Provider agrees to provide Service detainees with the same level of medical care and services provided local prisoners including the transportation and security for Service detainees requiring removal from the facility for emergency medical services.

The Provider shall notify the designated contact person at the local Service office within twelve (12) hours of all medical emergencies requiring removal of a detainee from the facility. Service authorization will be obtained prior to removal of a detainee from the facility for non-emergency medical services in accordance with procedures to be established and mutually agreed upon. For medical care provided outside the facility, the Service retains the option of designating a medical provider for non-emergency care if the Service determines that an alternative provider is more cost effective, or more aptly meets the needs of the Service.

All costs associated with hospital or health care services provided outside the Provider's facility, will be billed to and paid directly by the Service. The health care provider shall be advised to invoice the Service directly for services provided, addressing itemized bills to the Service representative.

The United States Public Health Service is under contract to the Service to help insure preservation of the health of detainees as an integral part of the INS Health Care Program. For purposes of oversight, the relationship of the INS Health Care Program to the detainee shall be likened to that of physician to patient. In this light, restrictions generally applicable to the release of information by the Provider will not be applicable to representatives of the INS Health Care Program, who will be the final authority regarding the health of Service detainees. Additionally, the provider agrees to make a reasonable effort to obtain completed Service form I-813, INS Health Care Program Authorization for Disclosure of Information, from detainees being referred for outside medical treatment, and provide the executed forms to the Service.

RECEIVING AND DISCHARGE

The Provider agrees to accept as Service detainees those persons committed by Service officers for violations of the Immigration and Nationality Act and related criminal statutes only upon presentation by the officer of proper INS credentials.

The Provider agrees to release Service detainees only to Service officers or agents specified by the Service; the officer or agent must present proper credentials. Any questions, regarding any individual presenting himself as having such authority, should be addressed to the contact persons, identified later in this document, before releasing any detainee(s).

Service detainees may not be released from custody or placed in the custody of other jurisdictions for any reason except for medical or other emergent situations or in response to a Federal Writ of Habeas Corpus. If a Service detainee is sought for state or local court proceedings, only the Service representative, or his designee, can authorize release of the detainee. The Service representative shall be immediately advised regarding any such request.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision of detainees, either visual or auditory.
2. Meet or exceed all applicable fire and/or life safety codes and will have and maintain appropriate smoke/fire detection equipment in the facility.
3. A minimum of three, nutritionally balanced meals in a 24 hour period for each detainee. No fewer than 1,500 calories total per 24 hours and, if detention exceeds four (4) days no fewer than 2,000 calories per day thereafter. There will also be no more than 14 hours between meals.
4. Appropriate 24 hour emergency medical care, and emergency evacuation procedures.
5. When detained overnight, each detainee will be provided a mattress and when appropriate, a blanket.

FACILITY LOCATION

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

DALE G. HAILE DETENTION CENTER
1115 ALBANY
CALDWELL, IDAHO 83605
ATTN: GEORGE W. NOURSE
SHERIFF

INSPECTION

The Provider agrees to allow periodic inspections of the facility by Service jail inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement. Failure to maintain at least the minimum standards, discussed above, will be sufficient cause for suspension of this Agreement.

FINANCIAL PROVISIONS

The per diem rate under this Agreement [REDACTED] per manday. The rate covers one person per day. The government may not be billed for two days when an alien is admitted one evening and removed the following morning. The Provider may bill for the day of arrival but not for the day of departure.

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

U.S. Department Of Justice
Immigration And Naturalization Service
900 North Montana Avenue
Helena, Montana 59601
ATTN: Donald M. Whitney
District Director

~~The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this Agreement and requires the payment to the Provider of interest on overdue payments. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-25.~~

Payment under this Agreement will be due the thirtieth (30) calendar day after receipt of a proper invoice in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date the payment is made.

Original invoices shall be submitted monthly to the Service office designated to receive invoices. Invoices should be submitted within the first ten working days of the month following the calendar month in which the services are provided. The invoice must include the name, title, phone number and complete mailing address of the official submitting the invoice. In addition, it shall list each Service detainee, the specific dates of detention for each, the total number of days, the daily rate and the total amount billed (total mandays multiplied by the daily rate). Each invoice must also include the complete IGSA number and the delivery order number that generated the invoice.

PAYMENTS WILL BE ISSUED FROM:

IMMIGRATION AND NATURALIZATION SERVICE
FINANCE OFFICER [REDACTED]
BISHOP HENRY WHIPPLE FEDERAL BUILDING,
[REDACTED]
1 FEDERAL DRIVE
FORT SNELLING, MINNESOTA 55111-4007

This Agreement shall be in effect upon execution by both parties, and shall remain in ~~effect for five years~~ from the date of execution, unless terminated sooner in writing, by either party, as discussed below.

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

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

MODIFICATIONS/DISPUTES

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be approved by the Service representative and the Provider. Service approval will be shown through issuance of an amendment to this Intergovernmental Service Agreement or execution of a new Agreement.

Disputes, questions or concerns pertaining to this Agreement will be resolved between the Service and the Provider or authorized agent. Unresolved issues are to be directed to:

Regional Counsel
Immigration and Naturalization Service
Northern Regional Office
Whipple Federal Building
1 Federal Drive
Ft. Snelling, Minnesota 55111-4007

ORDERING OFFICE

The following Service office at the address shown may place Intergovernmental Service Agreement Delivery Orders for detention related services in accordance with this agreement:

U.S. Immigration And Naturalization Service
900 North Montana Avenue,
Helena, Montana 59601
ATTN: Donald M. Whitney
District Director

U.S. Border Patrol Sector Headquarters
P.O. Box 112
Havre, Montana 59501
ATTN: [REDACTED]
Chief Patrol Agent

CONTACT PERSON(S)

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

Name: [REDACTED]
Title: Deportation Officer
Phone: (406) 449-[REDACTED]

Name: Donald M. Whitney
Title: District Director
Phone: (406) 449-[REDACTED]

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

Name: [REDACTED]
Title: CAPTAIN
Phone: (208) 454-[REDACTED]

Name: [REDACTED]
Title: CAPTAIN
Phone: (208) 454-[REDACTED]

THIS AGREEMENT is subject to the availability of congressionally appropriated funds to the Service.

SIGNATURES & EXECUTION

IN WITNESS, the parties have caused this Agreement to be executed on the day written below.

U.S. DEPARTMENT OF JUSTICE
IMMIGRATION AND
NATURALIZATION SERVICE

DONALD M. WHITNEY
DISTRICT DIRECTOR

Donald M. Whitney

Signature

09/28/93

Date Signed

DALE G. HAILE DETENTION CENTER
1115 ALBANY,
CALDWELL, IDAHO 83605

GEORGE W. NOURSE
SHERIFF
Name of Person Authorized to
Sign on Behalf of the Provider

George W. Nourse

Signature

11-30-93

Date Signed