

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		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.	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, 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, Attn: (949) 425- Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) COUNTY OF CASSIA 1459 OVERLAND AVE BURLEY ID 833181862		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE 0284336470000 FACILITY CODE		x 10A MODIFICATION OF CONTRACT/ORDER NO IGSA/HEL-9435	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 9 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
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: 028433647

COR: 801-886-

ACOR: 208-685-

a.) The purpose of this modification is to change the detainee day rate from \$77.00 to \$77.00.

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 shall apply to this modification and effect.

15A NAME AND TITLE OF SIGNER (Type or print) George W. Barrett III Undersheriff	15C DATE SIGNED 9-26-18	16C DATE SIGNED
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
IGSA/HEL-9435/P00001

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF CASSIA

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: Y Sensitive Award: NONE LIST OF CHANGES: Reason for Modification : Other Administrative Action Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$0.00</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 P00002 See Block 16C

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE  
 ICE/DM/DC-LAGUNA ICE/DM/DC-LAGUNA  
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Laguna Niguel CA 92677  
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: , 949-425- Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 COUNTY OF CASSIA 1459 OVERLAND AVE BURLEY ID 833181862  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. IGSA/HEL-9435  
 10B. DATED (SEE ITEM 13) 05/29/2012  
 CODE 0284336470000 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 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: 028433647  
 COR: 801-886-  
 ACOR: 208-685-

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) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15D. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Thomas M. Beck Chairman CCBOC  
 Thomas M. Beck  
 3-9-2020  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

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/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Laguna Niguel CA	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, Room 3104 Attn: [REDACTED], 949-425-[REDACTED] Laguna
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF CASSIA 1459 OVERLAND AVE BURLEY ID 833181862	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. IGSA/HEL-9435
	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.
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 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
DUNS Number: 028433647  
COR: [REDACTED], 801-886-[REDACTED]  
ACOR: [REDACTED], 208-685-[REDACTED]

The purpose of this modification is to add a period of performance from 06/01/2012 through 05/31/2032 so the IGSA can be processed through Obligations Processing Center. However, the IGSA period of performance remains the same as indefinite.  
Period of Performance: 06/01/2012 to 05/31/2032  
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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	[REDACTED]
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED  NED

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/29/2012		2. CONTRACT NO. (If any) IGSA/HEL-9435		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO. SEE TASK ORDERS		a. NAME OF CONSIGNEE  SEE TASK ORDERS	
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Laguna Niguel CA 92677				b. STREET ADDRESS	
7. TO:		a. NAME OF CONTRACTOR COUNTY OF CASSIA		f. SHIP VIA	
b. COMPANY NAME		c. STREET ADDRESS 1459 OVERLAND AVE		8. TYPE OF ORDER	
d. CITY BURLEY		e. STATE ID		f. ZIP CODE 833181862	
9. ACCOUNTING AND APPROPRIATION DATA SEE TASK ORDERS				10. REQUISITIONING OFFICE ICE Enforcement & Removal	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMER NG SMALL BUS NESS	
				<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	
a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS	

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPL ES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	DUNS Number: 028433647 Exempt Action: Y  Detention Services Obligated Amount: \$0.00 Product/Service Code: S206 Continued ...	1280	DA	[REDACTED]		

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME DHS, ICE						\$0.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)		Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FSL					
c. CITY Williston		d. STATE		e. ZIP CODE		\$0.00		

22. UNITED STATES OF AMERICA BY (Signature)

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/29/2012	CONTRACT NO. IGSA/HEL-9435	ORDER NO.
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>The total amount of award: [REDACTED]. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) <b>Mini-Cassia Criminal Justice Center 1415 Albion Avenue Burlay, ID 83318</b>	(f)	9A. AMENDMENT OF SOLICITATION NO.
Attn: <b>Facility Administrator</b>		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>IGSA / HEL - 9435</b>
		10B. DATED (SEE ITEM 13) <b>November 09, 1998</b>
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 16, 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.

(f) 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 data, 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)

**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 DCY 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.

13A. NAME AND TITLE OF SIGNER (Type or print) <b>Administrative Officer</b>	13B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Administrative Officer</b>
13C. DATE SIGNED	13D. DATE SIGNED <b>11/09/98</b>
13E. CONTRACTOR/OFFENDER  (Signature of person authorized to sign)	13F. BY  (Signature of Contracting Officer)

**INTERGOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE U.S. IMMIGRATION AND NATURALIZATION SERVICE  
AND THE MINI-CASSIA CRIMINAL JUSTICE CENTER, CASSIA COUNTY, 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 MINI-CASSIA CRIMINAL JUSTICE CENTER, CASSIA COUNTY, 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):

MINI-CASSIA CRIMINAL JUSTICE CENTER  
1415 ALBION AVENUE,  
BURLEY, IDAHO 83318  
ATTN: [REDACTED]

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 is [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: [REDACTED]  
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 (ROBUD/VOUCHERS)  
BISHOP HENRY WHIPPLE FEDERAL BUILDING,  
RM. 400  
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: [REDACTED]  
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: [REDACTED]  
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: Lieutenant  
Phone: (208) 677-[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

MINI-CASSIA CRIMINAL  
JUSTICE CENTER,  
1415 ALBION AVENUE,  
BURLEY, IDAHO 83318

  
District Director

Bill R. Crystal  
Sheriff  
Name of Person Authorized to  
Sign on Behalf of the Provider

  
Signature

09/28/93  
Date Signed

BR Crystal  
Signature

10-12-93  
Date Signed

SIGNATURES & EXECUTION

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

UNITED STATES DEPARTMENT OF JUSTICE  
IMMIGRATION AND NATURALIZATION SERVICE

[REDACTED]

DISTRICT DIRECTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date signed

\*\*\*\*\*

MINI-CASSIA CRIMINAL JUSTICE CENTER  
1415 ALBION AVENUE  
BURLEY, IDAHO 83318

[REDACTED]

FACILITY ADMINISTRATOR

[REDACTED]

Signature

8-13-93  
Date signed



# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) <b>Mini-Cassia Criminal Justice Center 1415 Albion Avenue Burley, ID 83318</b>	(V)	9A. AMENDMENT OF SOLICITATION NO.
Attn: <b>Facility Administrator</b>		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>IGSA / HEL - 9435</b>
		10B. DATED (SEE ITEM 13) <b>November 09, 1998</b>
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 9 and 10, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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.

(V)	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 data, 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)
<b>X</b>	<b>Extension of Contractual Daily Detention.</b>

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

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

"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)		
	<b>Administrative Officer</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <b>ing Officer</b>	<b>11/09/98</b>