

PHONE (256) 549-5300

## ETOWAH COUNTY COMMISSION

FAX (256) 549-5400

JOEY STATUM, District 1

KENNEY TIDMORE, District 2

LARRY V. PAYNE, District 3

JEFF A. OVERSTREET, District 4



CAROLYN PARKER, District 5

TIM N. CHOATE, District 6

PATRICK SIMMS, Chief Administrative Officer

JAMES E. TURNBACH, County Attorney

Randall Marshall  
Legal Director  
P O Box 6179  
Montgomery, AL 36106

May 5, 2014

We received your check for \$50.00. I have enclosed the copies that were requested.

Thanks

Karen Bates

PHONE (256) 549-5300

## ETOWAH COUNTY COMMISSION

FAX (256) 549-5400

JOEY STATUM, District 1  
KENNEY TIDMORE, District 2  
LARRY V. PAYNE, District 3  
JEFF A. OVERSTREET, District 4



CAROLYN PARKER, District 5  
TIM N. CHOATE, District 6  
PATRICK SIMMS, Chief Administrative Officer  
JAMES E. TURNBACH, County Attorney

March 24, 2014

Randall C. Marshall  
ACLU of Alabama  
207 Montgomery St, Ste 910  
Montgomery, AL 36104-3535

I have enclosed the copies requested by Julie Gafnea after she went through our files.

I allowed for the possibility of blank pages or duplicates. The cost of the copies and postage will be \$50.00. This allows for 25 cents per copy and the fee to mail the packet.

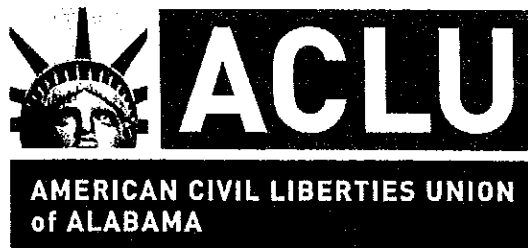
Please make the check payable to Etowah County Commission for public request copies and mail it to the attention of Karen Bates, Etowah County Commission, 800 Forrest Avenue, Suite 113, Gadsden, AL 35901.

Sincerely,

  
Karen Bates

**AMERICAN CIVIL  
LIBERTIES UNION  
of ALABAMA**

207 Montgomery St., Suite 910  
Montgomery, Alabama 36104  
334-262-0304  
www.aclualabama.org



August 30, 2013

Etowah County Commission  
Attn: FOIA Request  
800 Forrest Ave  
Gadsden, AL 35901

Dear Commission:

Sheriff Entrekin's office advised us that we should address this to the Commission.

Pursuant to Alabama open records law, Ala. Code § 36-12-40 to § 36-12-41, the American Civil Liberties Union of Alabama and American Civil Liberties Union's National Prison Project request that you produce and permit inspection and copying of the following documents<sup>1</sup> within 30 days:

Any and all contracts, memoranda of agreement, intergovernmental agreements, intergovernmental service agreements, or other agreements with any Federal agency or other Federal entity, that relate to the housing of Immigrations and Customs Enforcement ("ICE") or Immigration and Naturalization Service ("INS") detainees at Etowah County Detention Center ("ECDC"). This includes any exhibits, riders, renewals, or extensions of, to, or regarding such agreements.

If this request is denied in whole or in part, we ask that you justify all denials or deletions by reference to specific exemptions of the Open Records Act. We expect you to release all segregable portions of otherwise exempted material. We reserve the right to appeal a decision to withhold any requested information.

We request that any and all documents that are available, or that can be made available, be produced in electronic form. This request includes any documents that are in paper form but that can be scanned to electronic form, as well as digital copies of any recordings. Please produce all documents available electronically in electronic form, to prevent incurring unnecessary copying costs. For those documents that

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<sup>1</sup> The term "documents" means any written, recorded, filmed, computerized, or graphic matter, whether produced or reproduced, or on paper, cards, tapes, film, electronic facsimile, computer storage device, or any other media.

*So long as we have enough people in this country willing to fight for their rights, we'll be called a democracy*  
Roger Baldwin, ACLU Founder

Etowah County Commission  
August 30, 2013  
Page 2

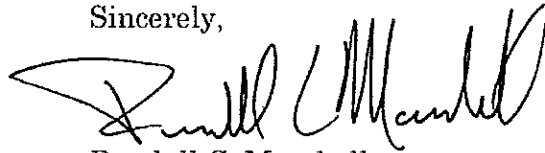
cannot be produced in electronic form, if the cost of copies does not exceed \$50.00, please proceed without further approval and send us an invoice with the records; otherwise, call to advise and gain approval to proceed.

Responsive documents should be sent to the following address:

Randall C. Marshall  
ACLU of Alabama  
207 Montgomery St., Ste. 910  
Montgomery, AL 36104-3535

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Randall C. Marshall". The signature is fluid and cursive, with a large initial "R" and "M".

Randall C. Marshall  
Legal Director, ACLU of Alabama

Carl Takei  
Staff Attorney, National Prison Project

Office of Acquisition Management  
801 I Street, NW Suite 910  
Washington, DC, 20536



## U.S. Immigration and Customs Enforcement

June 21, 2011

### Statement of Work

Modify the current administrative space lease agreement to include additional administrative office space in the amount of three thousand two hundred forty one (3,241) square feet at a cost of \$1.37 per square foot per month, \$53,282.04 annually. The additional space is located on the 3<sup>rd</sup> floor of the Etowah County Courthouse, 800 Forrest Avenue which is adjacent to the Etowah County Detention Center in Gadsden Alabama. The \$1.37 per square foot covers lease of the space, all utilities and necessary services, including janitorial services, required for the upkeep and maintenance of the total leased space and building structure. The necessary services shall be provided by Etowah County.

This modification is in addition to the current leased space of 3,568 square feet bringing the total leased space to 6,809 square feet at an annual cost of \$111,939.96.

James D. Adams

*James D. Adams*  
Contracting Officer

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

1. Agreement No. 01-99-0132	2. Effective Date See Block 13B.	3. Facility Code(s) 4AD	4. Modification No. 2 (TWO)	5. DUNS No. 00-103-4545
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division 2604 Jefferson Davis Highway Alexandria, VA 22301-1025		7. Local Government Etowah County Sheriff's Department 827 Forrest Avenue Gadsden, AL 35901 Tax ID#: 63-6001533		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$40.00	10. Guard/Transportation Hourly Rate \$17.10		

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

A. The purpose of this modification is to:

1. Add a line item to include additional administrative office space for the Immigration and Customs Enforcement (ICE) as noted on the Statement of Work (See Attachment).

- Space shall be supplied in accordance with the agreement between ICE and Etowah County Commission at the annual price stated below:

Supplies/Services	Quantity	Unit	Unit Price	Annual Amount
ICE Detention/Equipment Space	3,241	Sq. Ft.	1.37 per Sq. Ft per month	53,282.04

- The 1.37 per square foot covers lease of the space, all utilities and necessary services, including janitorial services, required for the upkeep and maintenance of the total leased space and building structure. The necessary services shall be provided by Etowah County.
- This modification is in addition to the current leased space of 3,568 square feet bringing the total leased space to 6,809 square feet at an annual cost of \$111,939.96
- This modification will not increase any 1020 expenditures.

All other conditions and terms are to remain the same in accordance with the terms of the current IGA.

**12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:**

A. ☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT

B. ☒ LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL 3 COPIES TO U. S. MARSHAL

**13. APPROVALS**

A. LOCAL GOVERNMENT

B. FEDERAL GOVERNMENT

*[Signature]*  
\_\_\_\_\_  
Signature  
*[Signature]*  
\_\_\_\_\_  
TITLE DATE 10-20-11

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
TITLE DATE

## INS-Etowah County Administrative Space Agreement

Etowah County shall provide three thousand four hundred and eighteen (3418) square feet of office and administrative space, including secure/environmentally controlled space for telecommunications and computer equipment, for the exclusive use of the Immigration and Naturalization Service (INS) within the Etowah County Detention Center. In addition, one hundred fifty (150) square feet of administrative space will be provided to the INS, such space to be located in the Huntly Building adjacent to the Detention Center. All utilities and all necessary services, including janitorial services, for the necessary upkeep and maintenance of the total three thousand five hundred and sixty-eight (3568) square feet shall be provided by Etowah County.

The INS shall pay an annual rate of \$16.35 per square foot for the fully serviced administrative space described above. The annual cost to the INS shall be \$58,337.00. Payments shall be made monthly in the amount \$4,861.40 per month. The normal monthly detention invoice for the INS shall include as a separate item, the request for the payment of \$4,861.40 monthly payment.

This agreement for administrative space shall have a term of fifteen years, and shall run concurrent with the term of Intergovernmental Co-Operative Agreement Number 02-INS-01 which provided funds for jail expansion.

Any changes in the rate per square foot shall be negotiated in accordance with the terms of this agreement.

MAR -03' 03 (MON) 12:14

TEL:202 305 9434

P.002

mailed  
d.d.U.S. Department of Justice  
United States Marshals Service

## Modification of Intergovernmental Agreement

1. MODIFICATION NO. ONE (1)	2. REQUEST FOR DETENTION SERVICES NO. 073-03	3. EFFECTIVE DATE OF MODIFICATION February 1, 2003										
4. ISSUING OFFICE Debra Browne Contract Specialist CS 4, Suite 1100 United States Marshals Service Hdqr Washington DC 20530-1000	5. LOCAL GOVERNMENT Etowah County Etowah County Sheriff's Dept. 827 Forrest Avenue Gadsden, AL 35901	6. IGA NO. J-B01-M-130										
		7. FACILITY CODE(S) 4AD										
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT										
10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  The purpose of this modification is to add a line item for INS Detention/Equipment Space. Space shall be supplied in accordance with the agreement between the INS and Etowah County Commission at the annual price stated below:												
<table border="1"> <thead> <tr> <th>Supplies/Services</th> <th>Quantity</th> <th>Unit</th> <th>Unit Price</th> <th>Annual Amount</th> </tr> </thead> <tbody> <tr> <td>INS Detention/Equipment Space</td> <td>3,568</td> <td>Sq. Ft.</td> <td>\$4,861.40 Mth</td> <td>\$58,337.00</td> </tr> </tbody> </table>			Supplies/Services	Quantity	Unit	Unit Price	Annual Amount	INS Detention/Equipment Space	3,568	Sq. Ft.	\$4,861.40 Mth	\$58,337.00
Supplies/Services	Quantity	Unit	Unit Price	Annual Amount								
INS Detention/Equipment Space	3,568	Sq. Ft.	\$4,861.40 Mth	\$58,337.00								
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:												
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO U.S. MARSHAL										
12. APPROVALS												
A. LOCAL GOVERNMENT <u>B.R. Mosley</u> Signature President 12-2-03 TITLE DATE		B. FEDERAL GOVERNMENT <u>Debra Browne</u> Signature Debra Browne 1-31-03 Contracting Officer TITLE DATE										

(1)



Intergovernmental  
Agreement  
Jail / US Marshall

Justice  
Service

Modification of Intergovernmental Agreement

2. REQUEST FOR DETENTION SERVICES NO.		3. EFFECTIVE DATE OF MODIFICATION May 1, 1999
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	5. LOCAL GOVERNMENT Etowah County Jail 827 Forrest Avenue Gadsden, AL 35901	6. IGA NO. 01-99-0132
		7. FACILITY CODE(S) 4AD
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT
10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:		
<p>1. The purpose of this modification is to incorporate INS as a rider under this IGA with Etowah County in accordance with the MOU dated May 11, 1999 attached hereto.</p> <p>2. Incorporate the following INS address under Article VII: Billing and Financial Provisions:</p> <p style="text-align: center;">Eastern Regional Office Detention and Deportation Division 70 Kimball Avenue S. Burlington, VT 50403-6813</p>		
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:		
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO U.S. MARSHAL
12. APPROVALS		
A. LOCAL GOVERNMENT  _____ Signature  _____ TITLE _____ DATE		B. FEDERAL GOVERNMENT  Debra Browne <i>Debra Browne</i> Signature  Contracting Officer <i>8/12/99</i> TITLE _____ DATE

Form USM-24 (Rev. 3/99)

USMS HQ USE ONLY

Page 1 of 2 Pages

FEB. -03'04 (TUE) 13:42

TEL:202 305 9434

P. 002

U.S. Department of Justice  
United States Marshals Service

## Modification of Intergovernmental Agreement

1. MODIFICATION NO. ONE (1)	2. REQUEST FOR DETENTION SERVICES NO. 073-03	3. EFFECTIVE DATE OF MODIFICATION February 1, 2003										
4. ISSUING OFFICE Debra Browne Contract Specialist CS 4, Suite 1100 United States Marshals Service Hdq Washington DC 20530-1000	5. LOCAL GOVERNMENT Etowah County Etowah County Sheriff's Dept. 827 Forrest Avenue Gadsden, AL 35901	6. IGA NO. J-B01-M-130  7. FACILITY CODE(S) 4AD										
8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT											
10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  The purpose of this modification is to add a line item for INS Detention/Equipment Space. Space shall be supplied in accordance with the agreement between the INS and Etowah County Commission at the annual price stated below: <table border="1"><thead><tr><th>Supplies/Services</th><th>Quantity</th><th>Unit</th><th>Unit Price</th><th>Annual Amount</th></tr></thead><tbody><tr><td>INS Detention/Equipment Space</td><td>3,568</td><td>Sq. Ft.</td><td>\$4,861.40 Mth</td><td>\$58,337.00</td></tr></tbody></table>			Supplies/Services	Quantity	Unit	Unit Price	Annual Amount	INS Detention/Equipment Space	3,568	Sq. Ft.	\$4,861.40 Mth	\$58,337.00
Supplies/Services	Quantity	Unit	Unit Price	Annual Amount								
INS Detention/Equipment Space	3,568	Sq. Ft.	\$4,861.40 Mth	\$58,337.00								
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: <table border="1"><tr><td>A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT</td><td>B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO U.S. MARSHAL</td></tr></table>			A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO U.S. MARSHAL								
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO U.S. MARSHAL											
12. APPROVALS <table border="1"><tr><td>A. LOCAL GOVERNMENT  _____ Signature  _____ TITLE DATE</td><td>B. FEDERAL GOVERNMENT <i>Debra Browne</i> _____ Signature  Debra Browne Contracting Officer _____ TITLE DATE</td></tr></table>			A. LOCAL GOVERNMENT  _____ Signature  _____ TITLE DATE	B. FEDERAL GOVERNMENT <i>Debra Browne</i> _____ Signature  Debra Browne Contracting Officer _____ TITLE DATE								
A. LOCAL GOVERNMENT  _____ Signature  _____ TITLE DATE	B. FEDERAL GOVERNMENT <i>Debra Browne</i> _____ Signature  Debra Browne Contracting Officer _____ TITLE DATE											

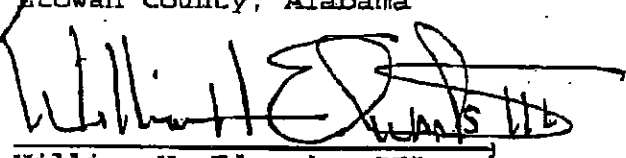
Form. USM-24 (3)  
(Rev. 3/96)

MEMORANDUM OF UNDERSTANDING  
REGARDING USE OF ETOWAH COUNTY JAIL  
BY IMMIGRATION AND NATURALIZATION SERVICE

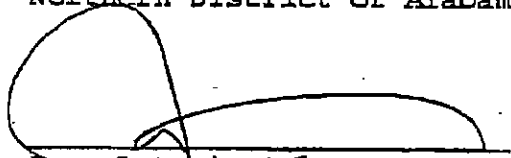
This memorandum of understanding (MOU) provides the means for Immigration and Naturalization Service, Atlanta District, to house their detainees in the Etowah County Jail, at a cost of \$30.00 per day, under Contract J-B01-M-130 between the United States Marshals Service, Northern District of Alabama, and the Etowah County Jail. The period of stay for each detainee will not exceed 72 hours, except in exigent circumstances. The maximum number of detainees will not exceed one hundred and twenty-five (125) at any given time. This MOU will be in effect until Contract J-B01-M-130 is renegotiated.

  
James Hayes, Sheriff  
Etowah County, Alabama

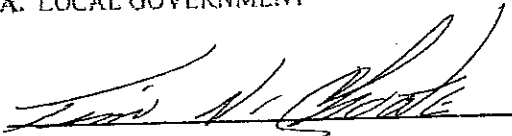


11 May 98  
Date

  
William H. Edwards, III  
United States Marshal  
Northern District of Alabama

May 11, '98  
Date

  
Juan Antonio Campos  
Assistant District Director  
Deportation and Parole  
Immigration and Naturalization Service  
Atlanta District

May 11, 1998  
Date

1. MODIFICATION NO. Four (4)	2. REQUEST FOR DETENTION SERVICES NO. 06-208	3. EFFECTIVE DATE OF MODIFICATION October 1, 2006
4. ISSUING OFFICE U.S. MARSHALS SERVICE WITNESS SECURITY & PRISONER OPERATIONS DIVISION WASHINGTON, D.C. 20530-1000 Attn: Renita L. Barbee	5. LOCAL GOVERNMENT Etowah County Jail 827 Forrest Avenue Gadsden, AL 35901	6. IGA NO. 01-99-0132
		7. FACILITY CODE(S) 4AD
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT \$715,218.00
10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  The purpose of this modification is to increase the daily per diem rate from \$30.00 to \$35.12. No other terms or conditions are affected by this change.		
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:  A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT  B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL.		
<h1>COPY</h1>		
12. APPROVAL		
A. LOCAL GOVERNMENT   _____ Signature  _____ TITLE 11-8-06 DATE		B. FEDERAL GOVERNMENT   _____ Signature Grants Analyst 9/14/06 TITLE DATE

APR 05 '04 15:48

TO 82149055446

P.02/04

U.S. Department of Justice  
United States Marshals Service

## Modification of Intergovernmental Agreement


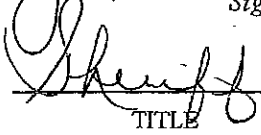
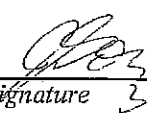
1. MODIFICATION NO. Three (3)		2. REQUEST FOR DETENTION SERVICES NO. 082-04		3. EFFECTIVE DATE OF MODIFICATION March 1, 2004	
4. ISSUING OFFICE  U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION WASHINGTON, D.C. 20530-1000		5. LOCAL GOVERNMENT Etowah County Etowah County Sheriff's Dept. 827 Forrest Avenue Gadsen, AL 35901		6. IGA NO. 01-99-0132	
				7. FACILITY CODE(S) 4AD	
8. ACCOUNTING CITATION 15X1020			9. ESTIMATED ANNUAL PAYMENT		
10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  The purpose of this modification is to authorize Etowah County to transport Immigration and Customs Enforcement (ICE) detainees between the Etowah County Jail and the Regional ICE Detention Offices in Alabama and Louisiana.  This modification also authorizes ICE to reimburse the local government of Etowah County the hourly rate of \$22.49 per hour, including mileage reimbursement in accordance with the current GSA mileage rates for the Continental United States.  <b><u>THE SERVICE PROVIDER SHALL ADHERE TO THE REQUIREMENTS LISTED ON THE ATTACHED TRANSPORTATION AMENDMENT FOR ICE DETAINEES ONLY.</u></b>  Note: as if Modification No. 2, the Intergovernmental Agreement Number J-B01-M-1100 is canceled and the new number is as stated in Block No. 6.					
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:					
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT			B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL		
12. APPROVAL					
A. LOCAL GOVERNMENT  _____ Signature  _____ TITLE DATE			B. FEDERAL GOVERNMENT  Jackie Gomez <u>[Signature]</u> Signature Grants Analyst <u>4/1/04</u> TITLE DATE		

HQ USE ONLY

Form USM-241a USM (S)  
(Rev. 3/99)  
Page 1 of 3 Pages

U.S. Department of Justice  
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Three (3)	2. REQUEST FOR DETENTION SERVICES NO. 082-04	3. EFFECTIVE DATE OF MODIFICATION March 1, 2004
4. ISSUING OFFICE  U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION WASHINGTON, D.C. 20530-1000	5. LOCAL GOVERNMENT Etowah County Etowah County Sheriff's Dept. 827 Forrest Avenue Gadsen, AL 35901	6. IGA NO. 01-99-0132  7. FACILITY CODE(S) 4AD
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11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:		
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL	
12. APPROVAL		
A. LOCAL GOVERNMENT   Signature  TITLE DATE	B. FEDERAL GOVERNMENT  Jackie Gomez  Signature Grants Analyst <u>4/1/04</u> TITLE DATE	

HQ USE ONLY

TRANSPORTATION AMENDMENT

IGA#-J-B01-M-130 01-99-0132

Etowah County, Alabama

Page 2 of 3

THE FOLLOWING SECTION APPLIES TO ICE DETAINEES ONLY.

Transportation Services. The Service Provider agrees to provide transportation services for ICE detainees between the Provider's facility in Gadsen, AL, apprehension points, the ICE offices located in Alabama, Louisiana and other delivery points as determined necessary by Immigration and Customs Enforcement. The purpose of such transportation shall be for booking detainees into or out of the facility or into the custody of ICE, booking new inmates from the custody of ICE into the facility, and delivering detainees to removal points (including airports). The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with State of Alabama standards for prisoner transport. Two uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under the Provider's policies, procedures and practices shall be assigned to each vehicle on each trip (one is required if an ICE officer is present during the transportation). These officers must be appropriately licensed and certified for those duties pursuant to the State of Alabama and U.S. Department of Transportation regulations.

Reimbursement for transportation services shall be paid at the actual hourly labor rate being paid to the escorting officers (will vary per officer) and a round trip mileage rate equaling the General Services Administration approved mileage rate (currently 37.5 cents per mile, but subject to change on occasion). In the event that overnight stays are required, ICE will reimburse lodging and expenses other than per diem incurred based on General Services Administration travel regulations. In the event air travel is required, ICE will obtain tickets. *Service Provider shall maintain a transportation log documenting all transportation services (date, origin, destination, time, mileage, etc...).* Provider is to invoice ICE 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. Any other documentation concerning other costs such as overnight travel shall also be provided to ICE.*

Bag Lunches. The Service Provider agrees to provide ICE detainees with bag lunches when detainees are transported during a meal period. Reimbursement for meals will be at the rate of (\$2.00) two dollars per meal. The meal will include, at the minimum, a sandwich, fruit, potato chips and beverage. **Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention.**

END OF SECTION



*Folsom*

TRANSPORTATION AMENDMENT  
IGA#J-B01-M-130 01-99-0132  
Etowah County, Alabama

Page 2 of 3

THE FOLLOWING SECTION APPLIES TO ICE DETAINEES ONLY.

Transportation Services. The Service Provider agrees to provide transportation services for ICE detainees between the Provider's facility in Gadsen, AL, apprehension points, the ICE offices located in Alabama, Louisiana and other delivery points as determined necessary by Immigration and Customs Enforcement. The purpose of such transportation shall be for: booking detainees into or out of the facility or into the custody of ICE, booking new inmates from the custody of ICE into the facility, and delivering detainees to removal points (including airports). The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with State of Alabama standards for prisoner transport. Two uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under the Provider's policies, procedures and practices shall be assigned to each vehicle on each trip (one is required if an ICE officer is present during the transportation). These officers must be appropriately licensed and certified for those duties pursuant to the State of Alabama and U.S. Department of Transportation regulations.

Reimbursement for transportation services shall be paid at the actual hourly labor rate being paid to the escorting officers (will vary per officer) and a round trip mileage rate equaling the General Services Administration approved mileage rate (currently 37.5 cents per mile, but subject to change on occasion). In the event that overnight stays are required, ICE will reimburse lodging and expenses other than per diem incurred based on General Services Administration travel regulations. In the event air travel is required, ICE will obtain tickets. *Service Provider shall maintain a transportation log documenting all transportation services (date, origin, destination, time, mileage, etc...).* Provider is to invoice ICE 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. Any other documentation concerning other costs such as overnight travel shall also be provided to ICE.*

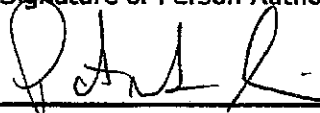
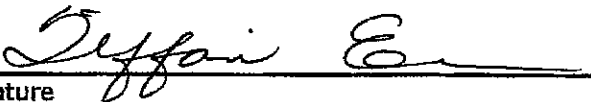
Page 3 of 3

Bag Lunches. The Service Provider agrees to provide ICE detainees with bag lunches when detainees are transported during a meal period. Reimbursement for meals will be at the rate of (\$2.00) two dollars per meal. The meal will include, at the minimum, a sandwich, fruit, potato chips and beverage. **Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention.**

END OF SECTION

\*\* TOTAL PAGE:04 \*\*

INS Day  
Rate Analysis  
FY 2005-2006

1. Agreement Number 01-99-0132	2. Effective Date See Block 19.	3. Facility Code(s) 4AD	4. DUNS I 00-103-4
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Programs & Assistance Branch Washington, DC 20530-1000		6. Local Government Etowah County Sheriffs Department 827 Forrest Avenue Gadsden, AL 35901  Tax ID#: 63-6001533	
7. Appropriation Data  15X1020		8. Local Contact Person  Susan Bishop 9. Tel: 256-547-2588 Fax: 256-543-2950 Email: sbishop@hhscpa.com	
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.		11.  Male: 262 Female: 112  (Estimated Federal Beds)	12.  \$40.00
13. Optional Guard/Transportation Services:  <input checked="" type="checkbox"/> Medical Services  <input checked="" type="checkbox"/> U.S. Courthouse		14.  Guard Hour Rate: \$17.10  Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
15. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the governing of the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i>		16. Signature of Person Authorized to Sign (Local)   Signature Patrick Simms Name  Chief Executive Officer Title 3/4/10 Date	
17. Prisoner and Detainee Type Authorized  <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> ICE Detainees	18. Other Authorized Agency User  <input type="checkbox"/> BOP <input type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal)   Signature Tiffani Eason Name  Grants Specialist Title 3/9/2010 Date	

Agreement Number 01-99-0132

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### **Authority**

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and the Etowah County Sheriff's Department (hereinafter referred to as "Local Government"), who hereby agree as follows:

### **Purpose of Agreement and Security Provided**

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) to house federal detainees with the Local Government at the Etowah County Sheriff's Department 827 Forrest Avenue Gadsden, AL 35901 (hereinafter referred to as "the facility").

The population, hereinafter referred to as "federal detainees," will include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a BOP facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees shall also be housed in a manner that is consistent with federal law and the Federal Performance-based Detention Standards.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back 3 years from the date of request by the Federal Government.

### **Period of Performance**

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than 120 calendar

Agreement Number 01-99-0132

days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

### **Assignment and Outsourcing of Jail Operations**

Overall management and operation of the facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government.

### **Medical Services**

The Local Government shall provide federal detainees with the full range of medical care inside the detention facility. The level of care inside the facility should be the same as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided inside the facility to federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided outside the facility to federal detainees. The Federal Government must be billed directly by the medical care provider not the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All outside medical care provided to federal detainees must be pre-approved by the Federal Government. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the federal detainee's illness or injury as well as the types of treatment provided.

Medical care for federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication

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#### 100-Prisoner Health Care Standards

([www.usmarshals.gov/prisoner/standards.htm](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with USMS Inspection Guidelines, USM 218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical record keeping.

The facility shall have in place an adequate infectious disease control program which includes testing of all federal detainees for Tuberculosis (TB) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are utilized, they shall be read between 48 and 72 hours after placement.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent federal prisoners.

#### **Receiving and Discharge of Federal Detainees**

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

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The Local Government shall not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Bureau of Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). Those federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the district United States Marshal (USM).

#### **Optional Guard/Transportation Services to Medical Facility**

If Medical Services in block 13 on page (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal detainees admitted to a medical facility.

These services should be performed by at least two armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services has been agreed upon to reimburse the Local Government it will be stipulated on page (1) of this Agreement. After 36 months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

#### **Optional Guard/Transportation Services to U.S. Courthouse**

If U.S. Courthouse in block 13 on page (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its



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personnel, to provide transportation and escort guard services for federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to any U.S. Courthouse without a specific request from the USM who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government it will be stipulated on page (1) of this Agreement. After 36 months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Special Notifications**

The Local Government shall notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a federal detainee. The Local Government shall use all reasonable means to apprehend the escaped federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible

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when a federal detainee is involved in an attempted escape or conspiracy to escape from the facility.

In the event of the death or assault of a federal detainee, the Local Government shall immediately notify the Federal Government.

### **Prisoner Rape Elimination Act (PREA)**

The detention facility is requested to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults. (See Page 11)

### **Service Contract Act**

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: [www.arinet.gov](http://www.arinet.gov).

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

### **Per-Diem Rate**

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;

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3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is \$40.00, and shall not be subject to adjustment on the basis of Etowah County Sheriffs Department actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for 36 months. The per-diem rate covers the support of one federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After 36 months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on DSNetwork will be required before a new per-diem rate can be considered.

#### **Billing and Financial Provisions**

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for federal detainees housed at the facility.

Address for the component is:

United States Marshals Service  
Northern District of Alabama  
1729 5<sup>th</sup> Avenue North, Room 240  
Birmingham, Alabama 35203  
(205) 776-6200

To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the rate per day) shall be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation. Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

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### **Payment Procedures**

The Federal Government will make payments to the Local Government on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

Etowah County Sheriffs Department  
827 Forrest Avenue Gadsden, AL 35901

### **Modifications and Disputes**

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

### **Inspection of Services**

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services.

### **Litigation**

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within 5 working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

## **Prisoner Rape Elimination Act Reporting Information**

### **SEXUAL ASSAULT AWARENESS**

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers. While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

### **Definitions**

#### **A. Detainee-on-Detainee Sexual Abuse / Assault**

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and/or communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

#### **B. Staff-on-Detainee Sexual Abuse / Assault**

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

### **C. Staff Sexual Misconduct is:**

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

### **Prohibited Acts**

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

### **Detention as a Safe Environment**

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

### **Confidentiality**

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

### **Report All Assaults!**

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S.

Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

**Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.**

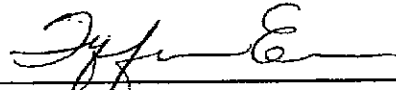
A publication of the Office of the Federal Detention Trustee  
Washington, DC

Published February 2008

Qualitative and a quantitative analysis are needed to see the picture.

U.S. Department of Justice  
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. One (1)	2. REQUEST FOR DETENTION SERVICES NO. 10-076	3. EFFECTIVE DATE OF MODIFICATION See Block 12B
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS WASHINGTON, D.C. 20530-1000	5. LOCAL GOVERNMENT Etowah County Sheriff's Department 827 Forrest Avenue Gadsden, AL 35901	6. IGA NO. 01-99-0132
		7. FACILITY CODE(S) 4AD
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT N/A
10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  The purpose of this modification is to:  Add the U. S. Immigration and Customs Enforcement as a user to the agreement. On page 9 of 11, Billing and Financial Provisions, add:  U. S. Immigration and Customs Enforcement 1250 Poydras Suite 325 New Orleans, LA 70113 Phone: (504) 599-7800  All other conditions and terms are to remain the same in accordance with the terms of the current IGA.		
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:		
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO U.S. MARSHAL
12. APPROVAL		
A. LOCAL GOVERNMENT  _____  Signature  _____  TITLE DATE		B. FEDERAL GOVERNMENT  Tiffani Eason   _____  Signature Grants Specialist 3/30/2010  _____  TITLE DATE

HQ USE ONLY

PHONE (256) 549-5300  
TOLL FREE 1-866-314-7660

## ETOWAH COUNTY COMMISSION

JOBE "JOEY" N. STATUM, IV, District 1  
PERRY W. GWIN, District 2  
LARRY V. PAYNE, District 3  
JEFF OVERSTREET, District 4



CAR  
TIM  
PATI  
JAM

*ICE*  
*Memos regarding*  
*2011 standards*  
*Aug 2012*

Mr. Phil Miller - Field Office Director - New Orleans ICE Operations  
1250 Poydras Suite 325  
New Orleans, LA 70113

August 10, 2012

Mr. Miller,

It has come to our attention that you have received a letter from Etowah County Sheriff, Todd Entriken, in regards to the Etowah County Commissions' refusal to construct capital improvements to our Jail facility to meet ICE standards. Let me take this opportunity to explain our position in regards to this issue. The Etowah County Commission has not acted to refuse to upgrade its facility to accommodate the 2011 Performance Based Standards; to the contrary, we are looking forward to continuing our relationship with your organization.

In a meeting with the Sheriff, we were informed of ICE's desire to secure a contract for housing inmates to the new 2011 standards. At that time, the Sheriff was fully made aware of the steps the Commission would implement to start the process. The first step was to identify "hard cost" that the county was going to have to incur to meet those standards. In that regards, we quickly engaged an architect to design conceptual plans for the outdoor recreation facility and to formulate a construction budget. We have been led to believe that those plans have been reviewed by ICE officials. In this phase, the design's build numbers indicated the estimated cost to exceed 1.4 million dollars for the outdoor recreation facility. We were also told that "soft cost" personnel, health care, etcetera, would be impossible to calculate since no one fully understood the impact of the 2011 standards and because no facility had implemented the new standards, no historical data existed for cost analysis.

At a later meeting with you in regards to the contract process, we reviewed a sample contract and were informed at that time that your contract officers would be involved with negotiations of an agreement at a later date. We further understood that details of that contract would be hashed out as we proceeded in this process. With these initial meetings, the Commission decided it was in the best interest of the county to move forward in this process with two simple conditions as a cornerstone.

The Commission on July 3<sup>rd</sup>, 2012, by resolution (attached) voted to allow the Sheriff to negotiate on its behalf with these two conditions in mind. One, by state statute we have to be a party of any agreement that obligates county property; and two, we have to have a unilateral termination clause with due process as a fundamental part of any agreement.

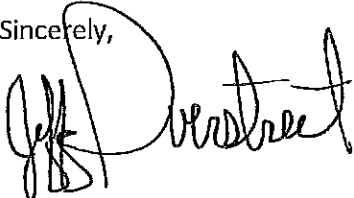
Because meeting the 2011 standards will require significant capital expenditures of county funds, before a contract is developed, we formulated a letter to Sheriff Entriken (attached) reiterating our position and asking for confirmation that all parties understood our position. The Sheriff came to a Commission work session and asked why a vote to hire the architect (\$100, 000) and start the construction phase of the outdoor recreation facility was not on the agenda. At that meeting he was informed of the letter (referenced above) but had not received it. Also, at this time we restated our position to the Sheriff that until we had assurances of the conditions being agreeable to all parties, expending large sums of Etowah County taxpayer's monies at this point would not be prudent.

The Sheriff exited the meeting and gave reference that he would begin the process to terminate our relationship with ICE. We believe that a communication breakdown and a timing issue contributed to a major misunderstanding and misrepresentation of our intentions.

Mr. Miller, as you can plainly see, the Etowah County Commission has not voted to terminate our relationship with ICE; the Commission has not refused to upgrade its facility. What the Etowah County Commission has done is exercise its duty as the governing body of Etowah County to proceed with due diligence on an endeavor that could have potentially far reaching consequences for its citizens. We are fully committed to continue the process of upgrading our facility and to hopefully enter into a lasting and beneficial partnership for all parties concerned.

I appreciate your time in this matter and would gladly entertain any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Overstreet", written over a large, stylized capital "D".

Jeff Overstreet – Chairman Etowah County Commission

cc: Commissioners  
CEO  
County Attorney



JOEY STATUM, District 1  
PERRY W. GWIN, District 2  
LARRY V. PAYNE, District 3  
JEFF A. OVERSTREET, District 4



CAROLYN PARKER, District 5  
TIM N. CHOATE, District 6  
J. PATRICK SIMMS, Chief Executive Officer  
JAMES E. TURNBACH, County Attorney

STATE OF ALABAMA  
COUNTY OF ETOWAH

RESOLUTION AUTHORIZING THE SHERIFF TO NEGOTIATE ON  
BEHALF OF THE COUNTY

WHEREAS, The Etowah County Commission has been approached by the Sheriff of Etowah County to enter into an agreement with Immigration and Customs Enforcement (ICE), for the detention of federal inmates in the Etowah County Jail; and

WHEREAS, this agreement will be based upon new standards adopted by the Department of Homeland Security, called the 2011 Standards; and

WHEREAS, The Etowah County Commission is charged, by state statute, with the duties of overseeing and controlling all properties owned by the county, including the jail; and

WHEREAS, any contractual agreements that obligates property of Etowah County has to be agreed upon by majority vote of the Etowah County Commission; and


WHEREAS, The Etowah County Commission must be a party to any contract that obligates its property; and

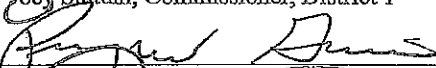
WHEREAS, the Commission recognizes the Sheriff's authority to control operations of the jail in regards to his official capacity;


NOW, THEREFORE, THE ETOWAH COUNTY COMMISSION, by this resolution will allow the Sheriff to negotiate on its behalf with a condition that any agreements structured would allow the Commission to terminate said agreement unilaterally with due process.

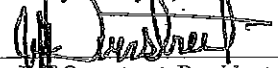
ADOPTED this 3rd day of July, 2012.

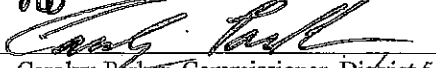
We, the members of the Etowah County Commission, do hereby certify that the above is a true and correct copy of a resolution adopted at the regular meeting on July 3<sup>rd</sup>, 2012, and the same appears in the minutes of said meeting.

  
Joey Statum, Commissioner, District 1

  
Perry W. Gwin, Commissioner, District 2


  
Larry V. Payne, Commissioner, District 3

  
Jeff A. Overstreet, President, Commissioner, District 4

  
Carolyn Parker, Commissioner, District 5

  
Tim N. Choate, Commissioner, District 6

ATTEST:

  
J. Patrick Simms, CCA  
Chief Executive Officer

PHONE (256) 549-5300  
TOLL FREE 1-866-314-7660

## ETOWAH COUNTY COMMISSION

FAX (256) 549-5400

JOBE "JOEY" N. STATUM, IV, District 1  
PERRY W. GWIN, District 2  
LARRY V. PAYNE, District 3  
JEFF OVERSTREET, District 4



CAROLYN H. PARKER, District 5  
TIM N. CHOATE, District 6  
PATRICK SIMMS, Chief Executive Officer  
JAMES E. TURNBACH, County Attorney

Sheriff Todd Entrekin  
827 Forrest Avenue  
Gadsden, AL 35901

August 7, 2012

Dear Sheriff Entrekin,

As you know, the Etowah County Commission has by resolution authorized you to negotiate with the ICE officials for a proposed new contract for housing ICE detainees. As a condition of that resolution, the Commission clearly stated that it would have to be a party to any contract and that the Commission will have the right to unilaterally exit that contract with due process. The Commission's stance on this is firm and unswayable.

As we approach a point in the negotiations that would require a large expenditure of taxpayers' money, the Commission feels that all parties are fully aware of its intent to have an exit clause as a component of the contract. It is with this understanding that the Commission would like to have written confirmation from all parties that they fully understand what the Commission is asking for in the contract in regard to termination.

The proposed provisions for termination will be as follows: the County Commission will retain the right to terminate the agreement with notification to the parties as outlined in the contract. The termination notice will be sent to the addresses as defined in the contract for notifications. The notification will specify a 30 day period for all parties to meet in regard to the notice. After the 30 day period, if an agreement is not reached to rescind the termination notice, the effective date of termination will be 180 days from the date of notice of termination.

The Commission feels that without this content as a vital component of the contract, they would not be judiciously representing the interests of the Citizens of Etowah County. If the Commission cannot receive written confirmation that all parties agree to these terms at this point, then the Commission will have to reevaluate its commitment to the utilization of Etowah County's facilities for the housing of ICE detainees.

Jeff Overstreet, President, District 4  
Etowah County Commission

cc: Commissioners  
County Attorney

PHONE (256) 549-5300  
TOLL FREE 1-866-314-7660

## ETOWAH COUNTY COMMISSION

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TIM N. CHOATE, District 6  
PATRICK SIMMS, Chief Executive Officer  
JAMES E. TURNBACH, County Attorney

Mr. Phil Miller -Field Office Director - New Orleans ICE Operations  
1250 Poydras Suite 325  
New Orleans, LA 70113

August 10, 2012

Mr. Miller,

It has come to our attention that you have received a letter from Etowah County Sheriff, Todd Entriken, in regards to the Etowah County Commissions' refusal to construct capital improvements to our Jail facility to meet ICE standards. Let me take this opportunity to explain our position in regards to this issue. The Etowah County Commission has not acted to refuse to upgrade its facility to accommodate the 2011 Performance Based Standards; to the contrary, we are looking forward to continuing our relationship with your organization.

In a meeting with the Sheriff, we were informed of ICE's desire to secure a contract for housing inmates to the new 2011 standards. At that time, the Sheriff was fully made aware of the steps the Commission would implement to start the process. The first step was to identify 'hard cost' that the county was going to have to incur to meet those standards. In that regards, we quickly engaged an architect to design conceptual plans for the outdoor recreation facility and to formulate a construction budget. We have been led to believe that those plans have been reviewed by ICE officials. In this phase, the design's build numbers indicated the estimated cost to exceed 1.4 million dollars for the outdoor recreation facility. We were also told that "soft cost" personnel, health care, etcetera, would be impossible to calculate since no one fully understood the impact of the 2011 standards and because no facility had implemented the new standards, no historical data existed for cost analysis.

At a later meeting with you in regards to the contract process, we reviewed a sample contract and were informed at that time that your contract officers would be involved with negotiations of an agreement at a later date. We further understood that details of that contract would be hashed out as we proceeded in this process. With these initial meetings, the Commission decided it was in the best interest of the county to move forward in this process with two simple conditions as a cornerstone.

The Commission on July 3<sup>rd</sup>, 2012, by resolution (attached) voted to allow the Sheriff to negotiate on its behalf with these two conditions in mind. One, by state statute we have to be a party of any agreement that obligates county property; and two, we have to have a unilateral termination clause with due process as a fundamental part of any agreement.

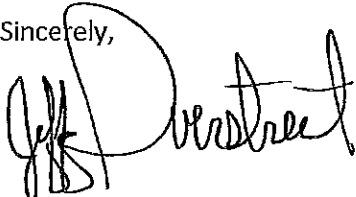
Because meeting the 2011 standards will require significant capital expenditures of county funds, before a contract is developed, we formulated a letter to Sheriff Entriiken (attached) reiterating our position and asking for confirmation that all parties understood our position. The Sheriff came to a Commission work session and asked why a vote to hire the architect (\$100, 000) and start the construction phase of the outdoor recreation facility was not on the agenda. At that meeting he was informed of the letter (referenced above) but had not received it. Also, at this time we restated our position to the Sheriff that until we had assurances of the conditions being agreeable to all parties, expending large sums of Etowah County taxpayer's monies at this point would not be prudent.

The Sheriff exited the meeting and gave reference that he would begin the process to terminate our relationship with ICE. We believe that a communication breakdown and a timing issue contributed to a major misunderstanding and misrepresentation of our intentions.

Mr. Miller, as you can plainly see, the Etowah County Commission has not voted to terminate our relationship with ICE; the Commission has not refused to upgrade its facility. What the Etowah County Commission has done is exercise its duty as the governing body of Etowah County to proceed with due diligence on an endeavor that could have potentially far reaching consequences for its citizens. We are fully committed to continue the process of upgrading our facility and to hopefully enter into a lasting and beneficial partnership for all parties concerned.

I appreciate your time in this matter and would gladly entertain any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Overstreet". The signature is stylized with a large, looped "J" and "O".

---

Jeff Overstreet – Chairman Etowah County Commission

cc: Commissioners  
CEO  
County Attorney

PHONE (256) 549-5300  
TOLL FREE 1-866-314-7660

## ETOWAH COUNTY COMMISSION

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JEFF OVERSTREET, District 4



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TIM N. CHOATE, District 6  
PATRICK SIMMS, Chief Executive Officer  
JAMES E. TURNBACH, County Attorney

Sheriff Todd Entrekin  
827 Forrest Avenue  
Gadsden, AL 35901

August 7, 2012

Dear Sheriff Entrekin,

As you know, the Etowah County Commission has by resolution authorized you to negotiate with the ICE officials for a proposed new contract for housing ICE detainees. As a condition of that resolution, the Commission clearly stated that it would have to be a party to any contract and that the Commission will have the right to unilaterally exit that contract with due process. The Commission's stance on this is firm and unswayable.

As we approach a point in the negotiations that would require a large expenditure of taxpayers' money, the Commission feels that all parties are fully aware of its intent to have an exit clause as a component of the contract. It is with this understanding that the Commission would like to have written confirmation from all parties that they fully understand what the Commission is asking for in the contract in regard to termination.

The proposed provisions for termination will be as follows: the County Commission will retain the right to terminate the agreement with notification to the parties as outlined in the contract. The termination notice will be sent to the addresses as defined in the contract for notifications. The notification will specify a 30 day period for all parties to meet in regard to the notice. After the 30 day period, if an agreement is not reached to rescind the termination notice, the effective date of termination will be 180 days from the date of notice of termination.

The Commission feels that without this content as a vital component of the contract, they would not be judiciously representing the interests of the Citizens of Etowah County. If the Commission cannot receive written confirmation that all parties agree to these terms at this point, then the Commission will have to reevaluate its commitment to the utilization of Etowah County's facilities for the housing of ICE detainees.

Jeff Overstreet, President, District 4  
Etowah County Commission

cc: Commissioners  
County Attorney

PHONE (256) 549-5300  
TOLL FREE 1-866-314-7660

## ETOWAH COUNTY COMMISSION

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PATRICK SIMMS, Chief Executive Officer  
JAMES E. TURNBACH, County Attorney

Sheriff Todd Entrekin  
827 Forrest Avenue  
Gadsden, AL 35901

August 7, 2012

Dear Sheriff Entrekin,

As you know, the Etowah County Commission has by resolution authorized you to negotiate with the ICE officials for a proposed new contract for housing ICE detainees. As a condition of that resolution, the Commission clearly stated that it would have to be a party to any contract and that the Commission will have the right to unilaterally exit that contract with due process. The Commission's stance on this is firm and unswayable.

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The Commission feels that without this content as a vital component of the contract, they would not be judiciously representing the interests of the Citizens of Etowah County. If the Commission cannot receive written confirmation that all parties agree to these terms at this point, then the Commission will have to reevaluate its commitment to the utilization of Etowah County's facilities for the housing of ICE detainees.

Jeff Overstreet, President, District 4  
Etowah County Commission

cc: Commissioners  
County Attorney

*Todd Entrekin*  
SHERIFF  
*Etowah County*



827 FORREST AVENUE  
GADSDEN, AL 35901

*Enforce The Law - Protect & Promote Our Youth*

(256) 546-2825  
FAX: (256) 549-8137

August 7, 2012

Phil Miller  
Field Office Director  
NOL ICE

Director Miller,

First, let me thank you for all your efforts in maintaining the relationship between ICE and our office. Your hard work has not gone unnoticed and I am grateful. Unfortunately, I must inform you that it does not appear the Etowah County Commission will approve the construction of a new recreation yard to comply with ICE detention standards. Their failure to do this will also hamper our ability to transition to the 2011 Performance Based National Detention standards. I realize this will eventually result in detainees no longer being housed here as we will not be able to comply with the requirements established with ICE. To that end, I have directed my staff to cease their work in re-writing the Policy and Procedure manual and other tasks related to the 2011 PBNDS transition. I have instructed them to formulate a "stand down" plan to ensure a smooth cessation of services when that time comes.

In closing, let me again thank you for all your work. You have been a true friend to Etowah County and we are thankful for this relationship that has served the true interest of the citizens. I will be in touch soon to further discuss the details of this issue. Please feel free to call me if you have any questions.

Sincerely,

  
Todd Entrekin  
Sheriff

<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. 192113FNLOAK15091.2	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DM/DC-DC		7. ADMINISTERED BY (If other than Item 6) ICE/DM/DC-DC	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)  ETOWAH COUNTY OF 800 FORREST AVENUE SUITE 113 GADSDEN AL 359013663		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 01-99-0132 HSCEDM-13-F-IG145	
				10B. DATED (SEE ITEM 13) 06/28/2013	
CODE 0010345450000		FACILITY CODE			

ICE  
Contract Info  
Agreement  
Aug 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

Net Increase: \$7,984.23

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 \_\_\_\_\_ 0 copies to the issuing office.

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

DUNS Number: 001034545

Contracting Officer's Representative: Marc Gladden, 504-599-7853

Contracting Officer: Robbi Gregg, 202-732-2560

Contract Specialist: Jose R. Munoz Jr., 202-732-7535

The purpose of this modification is to provide funding for Transportation Services with Etowah County, AL.

This will increase the total amount obligated as follows:

From: \$408,700.00 By: \$7,984.23 To: \$416,684.23

Exempt Action: Y

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herebefore 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)	
		Robbi Gregg	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	7/25/13

NSN 7540-01-152-8070  
Previous edition unusable

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



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	01-99-0132/HSCEDM-13-F-IG145/P00001	2	2

NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-30-00-00-00 GE-21-31-00-000000 ----- ---- 000000 Period of Performance: 06/01/2013 to 06/30/2013</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>TRANSPORTATION &amp; GUARD SERVICES Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>The funding provided in this order 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>				7,984.23

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		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. 192113FNLOAK15022.7	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DM/DC-DC		7. ADMINISTERED BY (If other than Item 6) ICE/DM/DC-DC	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ETOWAH COUNTY OF 800 FORREST AVENUE SUITE 113 GADSDEN AL 359013663		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. 01-99-0132 HSCEDM-13-F-IG145	
				10B. DATED (SEE ITEM 13) 06/28/2013	
CODE 0010345450000		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 Net Increase: \$1,177,600.00

**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 0 copies to the issuing office.

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

DUNS Number: 001034545  
Contracting Officer's Representative: Marc Gladden, 504-599-7853  
Contract Specialist: Jose R. Munoz Jr., 202-732-7535

The purpose of this modification is to provide funding for Bed Day Services with Etowah County, AL through September 20, 2013.

This will increase the total amount obligated as follows:

From: \$416,684.23 By: \$1,177,600.00 To: \$1,594,284.23

Exempt Action: Y

Period of Performance: 06/01/2013 to 09/20/2013

Continued ...

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) James D. Adams	
16B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16C. DATE SIGNED 08/13/2013 (Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	01-99-0132/HSCEDM-13-F-IG145/P00002	2	2

NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>FY 2013 DETENTION &amp; CARE OF PERSONS DETAINED AT A DAILY BED RATE OF 40.00/DY</p> <p>CLIN 0001 is increased as follows: From: \$396,000.00 By: \$1,177,600.00 To: \$1,573,600.00</p> <p>The total quantity is increased as follows: From: 9,900 By: 29,440 To: 39,340 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: ERODETN-002 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-72-00- ----- 000000 Funded: \$0.00</p> <p>Accounting Info: BBFD000-002 BD 31-12-00-000 18-62-0600-00-00-00-00 GE-25-72-00- ----- 000000 Funded: \$384,000.00</p> <p>Accounting Info: USP0000-002 UP 31-12-00-000 18-62-0600-00-00-00-00 GE-25-72-00- ----- 000000 Funded: \$780,800.00</p> <p>Accounting Info: ERODETN-002 BA 31-12-00-000 18-62-0600-00-00-00-00 GE-25-72-00- ----- 000000 Funded: \$12,800.00</p> <p>The funding provided in this order 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>	39340	EA	40.00	1,573,600.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		1 3	
P00012		See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY		ICE/DM/DC-DC		192113FNLOAK15022.6	
CODE		ICE/DM/DC-DC		5. PROJECT NO. (If applicable)	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		7. ADMINISTERED BY (If other than Item 6)		CODE ICE/DM/DC-DC	
		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
ETOWAH COUNTY OF 800 FORREST AVENUE SUITE 113 GADSDEN AL 359013663				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE 0010345450000		FACILITY CODE		01-99-01327	
				HSCEDM-12-F-IG257	
				10B. DATED (SEE ITEM 13)	
				06/12/2012	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule.

Net Increase:

\$10,713.51

**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 \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

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

DUNS Number: 001034545

Contracting Officer's Representative: Marc Gladden 504-599-7853

Contracting Officer: Robbi Gregg, 202-732-2560

Contract specialist: Jose R. Munoz Jr., 202-732-7535

The purpose of this modification is to provide funding for Transportation Services from Etowah County, AL.

This will increase the total amount obligated as follows:

From: \$4,951,021.10 By: \$10,713.51 To: \$4,961,734.61

Exempt Action: Y

Continued ...

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)	
		Robbi Gregg	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	7/25/2013

NSN 7540-01-452-8070  
Previous edition unusable

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



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	01-99-0132//HSCEDM-12-F-IG257/P00012	3	3

NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>18-62-0600-30-00-00-00 GE-21-31-00- -----</p> <p>000000</p> <p>Funded: \$0.00</p> <p>Accounting Info:</p> <p>RMD10LT-000 BA 32-23-00-000</p> <p>18-62-0600-30-00-00-00 GE-21-31-00- -----</p> <p>000000</p> <p>Funded: \$10,713.51</p> <p>The funding provided in this order (or 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>				

PHONE (256) 549-5300  
TOLL FREE 1-866-314-7660

## ETOWAH COUNTY COMMISSION

FAX (256) 549-5400



JOBE "JOEY" N. STATUM, IV, District 1  
PERRY W. GWIN, District 2  
LARRY V. PAYNE, District 3  
JEFF OVERSTREET, District 4

CAROLYN H. PARKER, District 5  
TIM N. CHOATE, District 6  
PATRICK SIMMS, Chief Executive Officer  
JAMES E. TURNBACH, County Attorney

September 7, 2012

U.S. Immigration and Customs Enforcement  
Office of Acquisition Management  
U.S. Department of Homeland Security  
801 I Street, NW  
Washington, DC 20536

RE: J-B01-M-130

Dear Sir or Madam,

Enclosed please find the Jail Services Cost Statement and attachments for the Etowah County Detention Center.

With this correspondence we request a change in the daily billing rate to house federal prisoners to \$57.25 from the current rate of \$40.00 per day.

There are several factors that drive the higher cost:

- 1) The increased personnel costs, including salaries, benefits, and uniforms, associated with hiring of 11 new detention center employees.
- 2) The increased personnel costs resulting from increasing employee pay rates to the minimum rates required by the contract.
- 3) An increase in detainee medical costs and meals costs to comply with the updated standards.
- 4) Required construction and maintenance of an outdoor recreation facility for detainees.

We look forward to discussing this document with your office as soon as practical.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Simms", with a long horizontal flourish extending to the right.

Patrick Simms  
Chief Executive Officer  
Etowah County Commission

Enclosure

## CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

1) All costs included in this proposal (identify date) to establish cost allocations or billings for (identify period covered by plan) are allowable in accordance with the requirements of OMB Circular A-87, "Cost Principles for State and Local Governments," and the Federal Award(s) to which they apply. Unallowable costs have been adjusted for in allocation costs as indicated in the cost allocation plan.

2) All cost included in this proposal are properly allocable to Federal awards on the basis of a beneficial or casual relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistency.

I declare that the foregoing is true and correct:

Governmental Unit:

Etowah County Detention Center

Signature:

Name of Official:


Patrick Simms

Title:

Chief Executive Officer

Date of Execution:



SECTION III DETAINEE POPULATION INFORMATION				
Time Frame of Detainee Information (Must correspond with time frame Section II/A)		FROM: (Month/Year) Oct 2011	To: (Month/Year) Sept 2012	
Detainee Capacity of Facility				
	Male	Female	Juvenile	TOTAL
	777	102	0	879
	0	0	0	0.00
	Adjusted Total			879
Average Daily Population				
Type of Detainee	Male	Female	Juvenile	TOTAL
Federal	313		0	313
Local	50	17	0	67
State	310	62	0	372
Total	673	79	0	752
SECTION IV - PER DIEM				
Proposed Per Diem Rate for Detainee:			\$	57.25
Escort (Transportation) Guard Regular Rate (If applicable)			\$	25.00
Escort (Transportation) Guard Overtime Rate (If applicable)			\$	35.00
Stationary Guard Regular Rate (If applicable)			\$	25.00
Safationary Guard Overtime Rate (If applicable)			\$	35.00
SECTION V - LOCAL GOVERNMENT CONTACT				
Please provide the name of the individual authorized to represent and act for the local government in he jail day rate negotiations.				
Name: Scott Hassell		DEPARTMENT/OFFICE: Corrections		
TITLE: Chief of Corrections		STREET: 827 Forrest Avenue		
PHONE: 256-312-0042		CITY: Gadsden		
FAX: 256-439-6025		STATE: AL		ZIP: 35901
SECTION VI - CERTIFICATION STATEMENT				
This is to certify that, to the best of my knowledge and belief, the data furnished in Schedules B thorough G are accurate, complete and current, and do not include any unallowable costs prohibited by OMB Circular No. A-87 (Cost Principles for State abd Local Governments) or any cost not related to the jail facility as discussed on the Cost Sheet for Detention Services). The records of this agency are available for review and audit by the authorized representative of the U.S. Government to verify any jail per diem rate negotiated.				
Signature: 		Date: 9/7/12		
Name: Patrick Simms		Title: Chief Executive Officer		

UNITED STATES DEPARTMENT OF JUSTICE  
IMMIGRATION AND NATURALIZATION SERVICE

INTERGOVERNMENTAL COOPERATIVE AGREEMENT NUMBER 02-

This agreement is between the Immigration and Naturalization Service (INS) and Etowah County, AL, in accordance with the terms and conditions set forth in Articles I through XII and Schedule C. The Cooperative Agreement Program is administered by the United States Marshals Service.

The following individuals are authorized, by law, to accept and commit to this agreement on the behalf of the:

ICE  
Contract

March 2010

IMMIGRATION AND NATURALIZATION SERVICE

ETOWAH COUNTY, ALABAMA

SIGNATURE: \_\_\_\_\_

SIGNATURE: *Doris Meissner*

TYPED NAME: Doris Meissner

TYPED NAME: Autry Works

TITLE: Commissioner

TITLE: President  
Etowah County Commissioners

ADDRESS: 425 Eye Street, N.W.  
Washington, D.C. 20536

ADDRESS: 800 Forrest Avenue  
Gadsden, AL 35901

DATE: \_\_\_\_\_  
(only signatories required by state or local law)

DATE: NOV 28, 2000

SIGNATURE: *Juan A. Campos*  
(Local Responsible INS Official)

SIGNATURE: *James Hayes*

TYPED NAME: Juan A. Campos

TYPED NAME: James Hayes

TITLE: Asst. Dist. Director for  
Detention and Deportation

TITLE: Sheriff

ADDRESS: 77 Forsyth Street, Rm. 105  
Atlanta, GA 30303

ADDRESS: 827 Forrest Avenue  
Gadsden, AL 35901

DATE: NOV. 01, 2000

DATE: NOV 28 2000

UNITED STATES MARSHALS SERVICE

SIGNATURE: \_\_\_\_\_

TYPED NAME: John W. Marshall

TITLE: Director

ADDRESS: 600 Army Navy Drive  
Crystal Square III  
Arlington, VA 22202-4210

SIGNATURE: *Grant Specialist*  
(Grant Specialist)

DATE: \_\_\_\_\_

DATE: 11-01-00

(NOTE: This cooperative agreement is neither binding nor effective unless signed by the Director, U.S. Marshals Service.)

## ARTICLE I

### AUTHORITY

The Immigration and Naturalization Service (INS) is authorized to enter into cooperative agreements with local entities to establish satisfactory conditions of confinement and detention services in return for guaranteed bedspace for federal detainees as authorized in 8 U.S.C. 1103(a) (9) (B).

### PURPOSE

The purpose of this cooperative agreement is to establish a legal relationship between the INS and Etowah County, Alabama (the recipient). This agreement is predicated upon the Federal Government's requirement for detention space and services and the recipient's provision of such services. All articles and schedules in this agreement are binding upon the signatures of all signatories.

## ARTICLE II

### ASSIGNMENT AND CONTRACTING OF PROJECT SUPPORTED EFFORT

Neither this agreement, nor any interest therein, may be assigned, or transferred to any other party without prior written approval by the United States Marshals Service (USMS), administrator of the CAP.

This cooperative agreement provides for federal funding of the recipient jail construction, renovation, and/or improvement programs. The recipient receiving federal funds is required to assure and certify that it will, as a condition of receiving the funds, comply with applicable federal law and regulations governing grants and cooperative agreements. By signature to this agreement, the recipient assures and certifies it will comply with all provisions, guidelines, regulations, and laws stipulated in this agreement.

None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.

All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.

The contract or agreement must, at a minimum, state the services to be performed, period of performance, the policies and procedures, and the flow-through requirements that are applicable to the contractor or other recipient. The contract or agreement must include the dollar limitation and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the Government.

### ARTICLE III

#### COOPERATIVE AGREEMENT PLAN

- A. Negotiations between the recipient and the USMS have resulted in a formulation of a Cooperative Agreement Plan which is incorporated as Schedule B of this agreement.
- B. Request(s) for modification, deletions, or additions to Schedule B may be made by the recipient by submitting a written request to the Grant Specialist, Prisoner Services Division, USMS Headquarters, who must approve all changes in writing. Neither the INS nor the Cooperative Agreement Program (CAP) recipient is authorized to modify or otherwise change this agreement in any way.
- C. The recipient has verified and ensures that all project(s) specified in Schedule B meet applicable state and local laws, standards, policies, procedures, or court orders.
- D. The recipient is responsible for planning, initiating, and overseeing the completion of the project(s); for preparing quarterly progress reports and periodic requests for payments; for certifying the accuracy of contractor and vendor billings; for ensuring the cost-efficient and timely completion of project(s); and for immediately notifying the USMS Headquarters, Prisoner Services Division, in writing, of any issues or problems that might affect the successful completion of the project(s) within the time frame(s) and cost ceiling(s) specified in Schedule B.
- E. The INS is responsible for conducting monthly on-site inspections of the project(s); for reviewing and certifying interim and final payment requests submitted by the recipient; for ensuring that CAP funding ceilings are not exceeded; for providing USMS Headquarters with written recommendations on any proposed changes or modifications to this agreement; and for immediately notifying USMS headquarters, in writing, of any issues or problems that might affect the successful completion of the project(s) within the time frame(s) and cost ceiling(s) specified in Schedule B.

### ARTICLE IV

#### FUNDING LEVEL

- A. The USMS will provide federal funding in an amount not to exceed \$8,400,000.00 for the project(s) listed in Schedule B. Only the USMS Headquarters, Prisoner Services Division is authorized to obligate and disburse the CAP funds.
- B. The recipient is responsible for all costs associated with the project(s) which exceed the specified federal funding level.

- C. Funds specified and approved for one project shall not be transferred to another project or be used for any other purpose unless authorized by a written modification to this agreement.
- D. USMS Headquarters, Prisoner Services Division is to be notified of any funds which will not be expended by the CAP recipient for any approved project listed in Schedule B. It is the sole discretion and right of the USMS to determine how unexpended funds will be used.

#### ARTICLE V

##### SERVICE AND SPACE GUARANTEE

- A. The recipient shall, at the request of the INS, provide detention space and services for 10 federal detainees each day from the date of acceptance of this agreement until the completion of the projects listed in Schedule B and for 324 federal detainees in INS custody each day at the Etowah County Jail for a period of fifteen (15) years commencing on the date of completion of all project(s) listed in Schedule B and the fulfillment of payments by the USMS.
- B. The USMS may, at its discretion, renegotiate the agreement to reduce the number of guaranteed bedspaces and the period of performance. Factors which may impact the level of use are: reduction in INS population, changes in Immigration law and construction of BOP facilities.
- C. The Intergovernmental Agreement (IGA) for the housing of federal detainees will remain in effect through the period specified in Article V, Paragraph A, and thereafter until terminated in writing by the INS or the recipient.
- \* D. Daily jail rate payments provided for in the IGA will be negotiated in accordance with the Office of Management and Budget (OMB) Circular A-87 Cost Principles for state, local and Indian Tribal Governments. The recipient shall accept a daily jail rate which is supported by actual and allowable jail operating costs. It is understood that [ countywide indirect costs and costs of local law enforcement and local court support costs are not allowable for the computation of daily jail rates.

##### ADEQUATE DETENTION SPACE & SERVICE

- A. The recipient shall accept and provide secure custody, care, and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, and procedures.

Failure to comply with these provisions may result in a Breach of Agreement as detailed in Article X.

The mandatory minimum conditions of confinement which are to be met during the entire period of the cooperative agreement are:

1. Adequate, trained jail staff will be provided 24 hours a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing provides full coverage of all security posts and full surveillance of inmates.
3. Jail provides for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail provides 24-hour emergency medical care for prisoners.
5. Jail maintains an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail maintains a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

#### ARTICLE VI

##### FINANCIAL PROVISIONS

- A. The USMS will obligate and reserve the funds established under this agreement. Requests for reimbursement for work completed will be submitted by the recipient on a Standard Form 270 (Request for Advance or Reimbursement) with a CAP Reimbursement Detail Sheet to the INS for review and certification. Payment to the recipient will be made only after written authorization by the USMS Headquarters, Prisoner Services Division, or his/her designee. Payments will not be issued to vendors or contractors. Payments will be issued to recipients via electronic transfer of payment by the USMS.
- B. All requests for payment submitted by the recipient must be supported by valid invoices in accordance with authorized projects specified in Schedule B of this agreement. Payments will only be made after on-site inspection by the INS to ensure payment for work completed. Copies of paid invoices shall be clearly marked with the appropriate CAP project number and maintained in CAP project files by the recipient. All such documentation shall be made available

for review upon the request of the INS, USMS Headquarters staff, or a federal audit agency.

- C. The recipient shall certify that no request for payment will be submitted for work, materials, or services which have been previously funded from federal funds.
- D. The recipient shall use accepted accounting procedures and shall maintain such books, records, and documents accurately reflecting all costs relating to this agreement for a period of at least three (3) years following completion of all the projects and final payment. All such documents will be subject to periodic on-site review as deemed necessary by the INS, USMS Headquarters staff, and federal audit agencies.
- E. The recipient agrees to comply with the audit requirements of OMB Circular A-133, entitled "Audits of State, Local Governments and Non-Profit Organization," and agrees to:
  - 1) Submit an original and one copy of the audit report to the cognizant Federal agency within 30 days after the audit.
  - 2) Submit a copy of the audit report to the following Department of Justice Regional Inspector General Office:

Atlanta Regional Inspector General for Audit  
101 Marietta Street, Suite 2322  
Atlanta, Georgia 30323-2401
  - 3) A copy of the transmittal letter addressed to the regional inspector general shall be sent to:
    - a) Audit Services  
Office of Justice Programs  
Department of Justice  
633 Indiana Avenue, N.W.  
Washington, D.C. 20531
    - b) U.S. Marshals Service  
Prisoner Services Division  
600 Army Navy Drive  
Arlington, VA 22202-4210

- F. The recipient shall submit its corrective action plan with the audit report to the DOJ Regional Audit Office, when there are findings/recommendations disclosed in the audit report. The corrective action plan should include: (1) specific steps taken to comply with the recommendations; (2) timetable for performance and/or implementation date for each recommendation; and (3) description of monitoring to be conducted to ensure implementation.
- G. Audit reports must be submitted annually from the date of initial award of the cooperative agreement until all the work authorized in Schedule B has been completed and reimbursements from the USMS have been received. Failure to furnish an acceptable audit as determined by the cognizant agency may be a basis for withholding or denying future federal funds.
- H. The recipient must comply with the following special conditions contained in the Treasury, Postal Service and General Government Appropriations Act, Public Law No. 102-393, 106 Stat. 1729 (1992):
- (a) In any contract award of \$500,000 or more, the recipient agrees that no amount of the contract award shall be used to finance the acquisition of goods or services, including construction, for the project unless the recipient agrees, as a condition for receipt of the grant described herein, to -
    - (1) specify in any announcement of the awarding of the contract for the procurement of the goods and services involved, including construction services, the amount of federal funds that will be used to finance the acquisition; and
    - (2) express the amount announced pursuant to paragraph (1) as a percentage of the total costs of the planned acquisition.
  - (b) The requirements of subsection (a) shall not apply to a procurement for goods and services, including construction services, that has an aggregate value of less than \$500,000.
- I. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both Federal Funds and all matching funds of State, local and private organizations. State and local recipients shall expend and account for funds in accordance with State laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR) Part 66 and current revisions of Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments.



- J. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR Part 66 and the allowability of the costs covered therein. To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.
- K. Requests for prior approval of costs must be in writing and justified with an explanation to permit review of the allowability of the costs. The requests are to be submitted through inclusion in the application or as a separate written request to the USMS.
- L. Changes in CAP project. All requests for programmatic and/or administrative budget changes must be submitted in a timely manner by the recipient.

#### ARTICLE VII

##### DISPUTES

All questions relating to the interpretation of this agreement shall be addressed to the Chief, Programs and Assistance Branch, and resolved by negotiation between the representative(s) of the recipient and the Chief, Program and Assistance Branch. Unresolved disputes will be referred to the Assistant Director for the Prisoner Services Division and Chief Executive Officer of the local government.

The Director, USMS, will be the final deciding official in all disputes concerning this agreement, unless otherwise adjudicated in a court of law.

#### ARTICLE VIII

##### STOP WORK

- A. The recipient shall within thirty (30) days from the beginning of any delay, notify the Chief, Program and Assistance Branch, in writing, of the causes of the delay. If, in the judgement of the Chief, Programs and Assistance Branch, the delay is warranted, the time for completing the work shall be extended accordingly by formal modification. The findings of the Chief, Programs and Assistance Branch, shall be final and conclusive on the recipient, but is subject to resolution under the Disputes Clause in Article VII.
- B. The Chief, Programs and Assistance Branch, may issue and the recipient will accept a written order to stop work on any project(s) funded under this agreement. Such orders may be issued upon evidence that the recipient is failing to comply with generally accepted accounting principals, financial disclosure or reporting requirements, or is deviating from the agreed-upon projects or project

descriptions in Schedule B. For project costs incurred during the stop work period, no CAP fund reimbursements may be made to the recipient.

- C. A Stop Work Order may be cancelled, reissued, or converted to an order of termination.
- D. The recipient is responsible for any costs incurred after the issuance of a Stop Work Order unless such work, material, equipment, or services were purchased prior to the issuance of the Stop Work Order and delivery cannot be cancelled.

#### ARTICLE IX

##### TERMINATION

- A. This agreement may be terminated in full or in part by the recipient at any time prior to the completion of the project(s) listed in Schedule B, provided that all federal funds received for the project(s) by the recipient are refunded in full to the USMS. If any CAP funds have been disbursed to the CAP recipient, reimbursement will include full repayment plus interest retroactively computed from the receipt of the first CAP payment. Interest will be calculated at the prevailing interest rate at time of termination. All termination notices shall be made in writing by the recipient and sent to the Chief, Programs and Assistance Branch, via registered mail, sixty (60) days prior to the effective date of the termination.
- B. This agreement may be terminated in full or in part by the USMS at any time prior to the completion of the project(s) listed in Schedule B. Such termination(s) may result from the failure of the recipient to start or complete a project in accordance with the agreement. A sixty (60) day written termination notice shall be made by the Chief, Programs and Assistance Branch, to the recipient.
- C. This agreement shall not be terminated by either party after the completion of all projects and the issuance of final payment by the USMS, unless there is mutual agreement to do so.
- D. This agreement shall not be delayed, suspended, or terminated by the CAP recipient for purposes of relieving overcrowded conditions due to the issuance of a federal or state court order or the issuance of a directive from a state or local government entity. Any such action by a CAP recipient will be considered a breach of the agreement and subject to the terms of Article X.

When faced with overcrowding conditions, it is the sole responsibility of the CAP recipient to identify and obtain alternative acceptable jail space so that the guaranteed INS bedspace under Article V will not be affected.

#### ARTICLE X

##### BREACH OF AGREEMENT

- A. The CAP recipient must provide secure housing and all the detention space and services outlined in Article V. Failure to do so may be considered a formal breach of this agreement as outlined in paragraph B below.
- B. In the event secure housing or detention space and services are not provided at the level guaranteed, the Assistant Director for the Prisoner Services Division may determine that a breach exists. However, before determining whether or not a formal breach of this agreement has occurred, the USMS will:
  - 1. Issue a letter of inquiry via registered mail to the CAP recipient who will respond within thirty (30) days of receipt, in writing, to the Assistant Director for the Prisoner Services Division, listing the reasons for not providing the agreed upon detention space and services.
  - 2. Upon receipt of the written response, the Assistant Director for the Prisoner Services Division will determine if the reasons for nonperformance (i.e., facility fire, natural disaster, inmate riot, etc.) are acceptable and may initiate formal negotiations to resolve noncompliance through revision of the terms of the agreement.
  - 3. If resolution cannot be reached, then a formal breach of agreement notice will be issued and sent to the CAP recipient via registered mail.
- C. If the USMS issues a written notice of breach of agreement, the CAP recipient shall:
  - 1. Refund all CAP funds provided under the cooperative agreement within thirty (30) days after receiving the written formal breach of cooperative agreement notice issued by the USMS.
  - 2. If any CAP funds have been disbursed to the CAP recipient, reimbursement will include full repayment plus interest retroactively computed to the date of receipt of the first CAP payment. Interest will be calculated at the prevailing interest rate at the time of breach.

3. The recipient shall also reimburse the USMS for all costs associated with the relocation of federal detainees to another facility, including all jail costs over and above the per diem rate paid that would have been paid to the recipient for the entire period of performance.
- D. The provisions of this Article will be enforced by the USMS only after a violation of the provisions for guaranteed space have been established, and negotiations between the USMS and the recipient have not resulted in an acceptable resolution to the USMS and a written notice of breach of agreement has been issued by the Assistant Director for the Prisoner Services Division and received by the recipient.

#### ARTICLE XI

##### CAP ADMINISTRATIVE REQUIREMENTS

- A. Upon execution of this agreement, the USMS shall provide written administrative packages to the CAP recipient and the INS.
- B. CAP Recipient
  1. The CAP recipient is responsible for submitting, through the local INS office and to USMS Headquarters, Prisoner Services Division, a quarterly progress report whether or not work has begun. The quarterly report must be sent no later than five (5) working days after the close of each quarter until all work has been completed.
  2. Failure to submit quarterly progress reports or comply with CAP administrative procedures may be interpreted as noncompliance with this agreement and subject to terms and conditions of Article X of this agreement.
  3. A final CAP close-out report shall be submitted by the recipient to the local INS office at the completion of all projects and after final payment has been received. This report includes the date(s) of completion, date(s) of activation, and final costs. This close-out report must be submitted no later than ninety (90) days after completion of the project(s), but preferably as soon as the final payment has been received.
  4. All recipients receiving direct awards from the USMS agency are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

5. Where the project or one of its components is delegated to a contractor or other state or local organization, the recipient is nevertheless responsible for all aspects of the program, including proper accounting and financial record-keeping by the sub-recipient or contractor. These responsibilities include:
- (a) **Reviewing Financial Operations:** Recipients must be familiar with, and periodically monitor, the recipient's and contractor's financial operations, records, system, and procedures. Particular attention is to be directed to the maintenance of current financial data.
  - (b) **Recording Financial Activities:** The recipient's award or contractor's obligation, as well as cash advances and other financial activities, shall be recorded in the books of the recipient in summary form. Recipient/contractor expenditures shall be recorded on the books of the recipient, or evidenced by report forms duly filed by the sub-recipient/contractor. Non-Federal contributions applied to programs or projects by sub-recipients must likewise be recorded, as would any program income resulting from program operations.

Program income means gross income earned by the recipient/sub-recipient during the funding period as a direct result of the CAP award. Direct result is defined as a specific act or set of activities that are directly attributable to the CAP funds and which are directly related to the goals and objectives of the project. Determinations of "direct result" will be made by the USMS. Recipients who anticipate receiving income as a result of the award of CAP funds must disclose this information to the USMS at the time of award.

- (c) **Budgeting and Budget Review:** The recipient shall ensure that each sub-recipient/contractor prepare an adequate budget on which its award commitment will be based. The detail of each project budget shall be maintained on file by the sub-recipient or contractor.
- (d) **Accounting for Non-Federal Contributions:** Recipients will ensure, in those instances where recipients are required to furnish non-Federal matching shares, that the requirements, limitations, and regulations pertinent to non-Federal contributions are applied.

- (e) **Audit Requirements:** Recipients are required to ensure that sub-recipients/contractors have met all necessary audit requirements as set forth in Article VI.
  - (f) **Reporting Irregularities:** Recipients and their sub-recipients/contractors are responsible for promptly notifying the recipient and the USMS of any illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.
6. In accordance with 28 CFR Part 66 or OMB Circular A-110, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded with CAP funds shall be retained by each organization participating in the program or project for at least 3 years for purposes of Federal examination and audit.
- The 3-year retention period set forth in the previous paragraph, starts from the date following completion of all projects and the final payment. 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.
7. **Access to Records:** The USMS 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 recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
8. **Delinquent debt collection:** The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS agency shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

C. INS

1. A written monthly progress report must be completed, reviewed, and signed by the INS. The report must be submitted to USMS Headquarters, Prisoner Services Division, on the fifth workday of the month after receipt of the administrative package. A progress report is required even if actual site work has not yet begun.
2. Once all work has been completed, the INS is required to immediately perform an on-site close-out inspection.
3. When the request for final payment is made, it must be accompanied by the CAP close-out report from the INS.

ARTICLE XII

CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

- (1) Advice. No official or employee of the recipient, a sub-recipient, or a contractor, shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling, or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.
- (2) Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:
  - (a) using his or her official position for private gain;
  - (b) giving preferential treatment to any person;
  - (c) losing complete independence or impartiality;

- (d) making an official decision outside official channels;  
or
- (e) affecting adversely the confidence of the public in  
the integrity of the Government or the program.



**INS/USMS COOPERATIVE AGREEMENT - SCHEDULE A**  
**AGREEMENT NO. 02-INS-01**


The recipient hereby assures and certifies compliance with OMB Circulars A-87, Revised A-102 (28 CFR, Part 66), and A-133 as they relate to the project, and the following regulations, policies, guidelines, and requirements:

The recipient certifies that:

1. It possesses legal authority to apply for the grant, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, and the rendering of all understandings and assurances contained therein; and that the person identified as the official representative of the applicant is authorized and directed to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and in accordance with that Act, ensure that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to execute this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-3), prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
4. It will comply with requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law No. 91-646, 84 Stat. 1894, as amended), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.

7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those that have family, businesses, or other ties.
8. It will give the grantor agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with 28 CFR, Part 66, Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments concerning requirements of law, program requirements, and other administrative requirements.
10. It will comply with the audit provisions of OMB Circular A-133 (Audits of State and Local Governments) and copies of each annual audit report shall be submitted to the appropriate cognizant agency and the Department of Justice Regional Audit Office. The reports are to cover the period from initial award of the cooperative agreement until all the work authorized in Schedule B is completed and reimbursement from the USMS is received.
11. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
12. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law No. 93-234, 87 Stat. 975, as amended). Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. For purposes of the Act, the phrase "Federal Financial Assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

13. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.0) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
14. It will comply with regulations at 28 CFR, Part 67, implementing Executive Order 12549, Debarment and Suspension. Prospective participants will submit certification regarding debarment, suspension, and other responsibility matters in accordance with regulations.
15. It will comply with 31 U.S.C. 1352, entitled "Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions," and provide Certification Regarding Lobbying and a Disclosure of Lobbying Activities Form, SF-LLL, if applicable, for awards of \$100,000 or more.
16. It will comply with the Drug-Free Workplace Act of 1988 regulated at 28 CFR, Part 67, Subpart F, and certify that it maintains a drug-free workplace in accordance with the regulations.
17. It will comply with Executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction, and the Earthquake Hazard Reduction Program Act of 1977, as amended. In accordance with the National Institute of Standards and Technology (NIST) IR 4852, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 2.1-A, Guidelines and Procedures for Implementation of the Executive Order on Seismic Safety of New Building Construction, it will comply with the following 1991 International Conference of Building Officials (ICBO) Uniform Building Codes as its seismic design standard for new design and construction:
  - (1) 1991 ICBO Uniform Building Code;
  - (2) 1992 Supplement to the Building Officials and Code Administrators (BOCA) National Building Code; and
  - (3) 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code.

1. Agreement Number 01-99-0132		2. Effective Date See Block 19.		3. Facility Code(s) 4AD		4. DUNS Number 00-103-4545	
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Programs & Assistance Branch Washington, DC 20530-1000				6. Local Government Etowah County Sheriffs Department 827 Forrest Avenue Gadsden, AL 35901  Tax ID#: 63-6001533			
7. Appropriation Data  15X1020				8. Local Contact Person  Susan Bishop 9. Tel: 256-547-2588 Fax: 256-543-2950 Email: sbishop@hhscpa.com			
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.				11.  Male: 262 Female: 112  (Estimated Federal Beds)		12.  \$40.00	
13. Optional Guard/Transportation Services:  <input checked="" type="checkbox"/> Medical Services  <input checked="" type="checkbox"/> U.S. Courthouse				14.  Guard Hour Rate: \$17.10  Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.			
15. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the governing of the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i>				16. Signature of Person Authorized to Sign (Local)   _____ Signature Patrick Simms _____ Name Chief Executive Officer _____ Title 3/4/10 _____ Date			
17. Prisoner and Detainee Type Authorized  <input checked="" type="checkbox"/> Adult Male  <input checked="" type="checkbox"/> Adult Female  <input type="checkbox"/> Juvenile Male  <input type="checkbox"/> Juvenile Female  <input type="checkbox"/> ICE Detainees		18. Other Authorized Agency User  <input type="checkbox"/> BOP  <input type="checkbox"/> ICE		19. Signature of Person Authorized to Sign (Federal)  _____ Signature Tiffani Eason _____ Name Grants Specialist _____ Title _____ Date			

**Authority**

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and the Etowah County Sheriff's Department (hereinafter referred to as "Local Government"), who hereby agree as follows:

**Purpose of Agreement and Security Provided**

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) to house federal detainees with the Local Government at the Etowah County Sheriff's Department 827 Forrest Avenue Gadsden, AL 35901 (hereinafter referred to as "the facility").

The population, hereinafter referred to as "federal detainees," will include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a BOP facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees shall also be housed in a manner that is consistent with federal law and the Federal Performance-based Detention Standards.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back 3 years from the date of request by the Federal Government.

**Period of Performance**

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than 120 calendar

Agreement Number 01-99-0132

**100-Prisoner Health Care Standards**

([www.usmarshals.gov/prisoner/standards.htm](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with USMS Inspection Guidelines, USM 218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical record keeping.

The facility shall have in place an adequate infectious disease control program which includes testing of all federal detainees for Tuberculosis (TB) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are utilized, they shall be read between 48 and 72 hours after placement.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent federal prisoners.

**Receiving and Discharge of Federal Detainees**

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

Agreement Number 01-99-0132

personnel, to provide transportation and escort guard services for federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to any U.S. Courthouse without a specific request from the USM who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government it will be stipulated on page (1) of this Agreement. After 36 months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Special Notifications**

The Local Government shall notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a federal detainee. The Local Government shall use all reasonable means to apprehend the escaped federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible

Agreement Number 01-99-0132

3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is \$40.00, and shall not be subject to adjustment on the basis of Etowah County Sheriffs Department actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for 36 months. The per-diem rate covers the support of one federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After 36 months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on DSNetwork will be required before a new per-diem rate can be considered.

#### **Billing and Financial Provisions**

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for federal detainees housed at the facility.

Address for the component is:

United States Marshals Service  
Northern District of Alabama  
1729 5<sup>th</sup> Avenue North, Room 240  
Birmingham, Alabama 35203  
(205) 776-6200

To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the rate per day) shall be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation. Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.



## **Prisoner Rape Elimination Act Reporting Information**

### **SEXUAL ASSAULT AWARENESS**

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

### **Definitions**

#### **A. Detainee-on-Detainee Sexual Abuse/Assault**

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and/or communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

#### **B. Staff-on-Detainee Sexual Abuse/Assault**

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

### **C. Staff Sexual Misconduct is:**

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

### **Prohibited Acts**

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

### **Detention as a Safe Environment**

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

### **Confidentiality**

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

### **Report All Assaults!**

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S.

Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the Federal Detention Trustee  
Washington, DC

Published February 2008

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documentary  
are trademarks of the publisher.



Karen Bates < kbates@etowahcounty.org>

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**HSCEDM-13-F-IG145 P00001**

2 messages

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**Munoz, Jose** < Jose.Munoz@ice.dhs.gov>

Fri, Jul 26, 2013 at 1:21 PM

To: "kbates@etowahcounty.org" <kbates@etowahcounty.org>, "psimms@etowahcounty.org" <psimms@etowahcounty.org>

Cc: "Gladden, Marc G" <Marc.G.Gladden@ice.dhs.gov>, "Gauthreaux, Joann L" <Joann.L.Gauthreaux@ice.dhs.gov>

To whom it may concern,

I am forwarding a IGSA task order attached under Modification Number P00001.

No counter signature is required.

Sincerely,

**José R. Muñoz Jr.**

**Immigration & Customs Enforcement (ICE)/Detention Management (DM)| Contract Specialist**  
DHS | ICE | Office of Acquisition Management (OAQ)

801 "I" Street, N.W., Suite 910-27

Washington, D.C. 20536-5750

Phone: 202-732-7535

Email: jose.munoz3@dhs.gov

YOUR FIRST PARTNER IN ACQUISITION!

Help us Support You Better: How's My Service?



3109\_001.pdf  
111K

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**kdollar** <kdollar@etowahcounty.org>  
To: kbates@etowahcounty.org

Wed, Aug 7, 2013 at 9:44 AM

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**From:** Striedel, Vickki A [mailto:Vickki.A.Striedel@ice.dhs.gov]  
**Sent:** Tuesday, August 06, 2013 8:01 AM  
**To:** Janice Ash (jash@etowahcounty.org); kdollar (kdollar@etowahcounty.org)  
**Subject:** FW: HSCEDM-13-F-IG145 P00001

Vickki Striedel

MSS- FNL / OAK ERO

1010 East Whatley Road

Oakdale, LA 71463

318-335-7502

Cell: 318-485-1535

fx: 318-335-9205

vickki.a.striedel@ice.dhs.gov

---

**From:** Gauthreaux, Joann L  
**Sent:** Thursday, July 25, 2013 7:39 AM  
**To:** Striedel, Vickki A  
**Subject:** FW: HSCEDM-13-F-IG145 P00001

JoAnn Gauthreaux

Special Assistant

Enforcement & Removal Operations

New Orleans, LA

504-599-7977 (o)

504-247-2402 (c)

504-589-4410 (f)

**From:** Munoz, Jose

**Sent:** Thursday, July 25, 2013 7:14 AM

**To:** DFC, ICE-CONTRACTUAL-OBLIGATIONS; OAQ Obligations

**Cc:** Gauthreaux, Joann L; Gladden, Marc G; Gregg, Robbi; ERO CONTRACT MANAGEMENT

**Subject:** HSCEDM-13-F-IG145 P00001

Dear Obligations Processing Center,

I am forwarding IGSA Task Order attached to be obligated.

Sincerely,

**José R. Muñoz Jr.**

**Immigration & Customs Enforcement (ICE)/Detention Management (DM)| Contract Specialist**

DHS | ICE | Office of Acquisition Management (OAQ)

801 "I" Street, N.W., Suite 910-27

Washington, D.C. 20536-5750

Phone: 202-732-7535


Email: jose.munoz3@dhs.gov

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<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. 192113FNLOAK15091.2	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DM/DC-DC		7. ADMINISTERED BY (If other than Item 6) ICE/DM/DC-DC	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)  ETOWAH COUNTY OF 800 FORREST AVENUE SUITE 113 GADSDEN AL 359013663		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0010345450000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. 01-99-0132 HSCEDM-13-F-IG145		10B. DATED (SEE ITEM 13) 06/28/2013	

**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 Net Increase: \$7,984.23

**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)

8. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

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

DUNS Number: 001034545  
Contracting Officer's Representative: Marc Gladden, 504-599-7853  
Contracting Officer: Robbi Gregg, 202-732-2560  
Contract Specialist: Jose R. Munoz Jr., 202-732-7535

The purpose of this modification is to provide funding for Transportation Services with Etowah County, AL.

This will increase the total amount obligated as follows:

From: \$408,700.00 By: \$7,984.23 To: \$416,684.23

Exempt Action: Y

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herebefore 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) Robbi Gregg	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/25/13

NSN 7540-01-152-8070  
Previous edition unusable

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

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

01-99-0132/HSCEDM-13-F-IG145/P00001

PAGE OF

2 2

NAME OF OFFEROR OR CONTRACTOR

ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-30-00-00-00 GE-21-31-00-000000 ----- ---- 000000 Period of Performance: 06/01/2013 to 06/30/2013</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>TRANSPORTATION &amp; GUARD SERVICES Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>The funding provided in this order 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>				7,984.23



Karen Bates < kbates@etowahcounty.org >

---

## HSCEDM-13-F-IG145 P00002

1 message

---

Munoz, Jose < Jose.Munoz@ice.dhs.gov >

Wed, Aug 14, 2013 at 1:45 PM

To: "kbates@etowahcounty.org" < kbates@etowahcounty.org >, "psimms@etowahcounty.org" < psimms@etowahcounty.org >

Cc: "Gauthreaux, Joann L" < Joann.L.Gauthreaux@ice.dhs.gov >, "Gladden, Marc G" < Marc.G.Gladden@ice.dhs.gov >, "Adams, James D" < James.D.Adams@ice.dhs.gov >, "Gregg, Robbi" < Robbi.Gregg@ice.dhs.gov >

To whom it may concern,

I am forwarding Modification Number P00002 attached.

No counter signature is required.

Sincerely,

**José R. Muñoz Jr.**

**Immigration & Customs Enforcement (ICE)/Detention Management (DM)| Contract Specialist**  
DHS | ICE | Office of Acquisition Management (OAQ)

801 "I" Street, N.W., Suite 910-27

Washington, D.C. 20536-5750

Phone: 202-732-7535


Email: jose.munoz3@dhs.gov

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 **3356\_001.pdf**  
124K

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 2	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
P00002		See Block 16C		192113FNLOAK15022.7	
<b>6. ISSUED BY</b>		<b>CODE</b>		<b>5. PROJECT NO. (If applicable)</b>	
ICE/Detent Mngt/Detent Contracts-DC		ICE/DM/DC-DC			
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536			
<b>8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)</b>		<b>(X) 9A. AMENDMENT OF SOLICITATION NO.</b>			
ETOWAH COUNTY OF 800 FORREST AVENUE SUITE 113 GADSDEN AL 359013663					
		<b>9B. DATED (SEE ITEM 11)</b>			
		<b>X 10A. MODIFICATION OF CONTRACT/ORDER NO.</b>			
		01-99-0132			
		HSCEDM-13-F-IG145			
		<b>10B. DATED (SEE ITEM 13)</b>			
		06/28/2013			
<b>CODE</b> 0010345450000		<b>FACILITY CODE</b>			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)** Net Increase: \$1,177,600.00  
See Schedule

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

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

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

DUNS Number: 001034545

Contracting Officer's Representative: Marc Gladden, 504-599-7853

Contract Specialist: Jose R. Munoz Jr., 202-732-7535

The purpose of this modification is to provide funding for Bed Day Services with Etowah County, AL through September 20, 2013.

This will increase the total amount obligated as follows:

From: \$416,684.23 By: \$1,177,600.00 To: \$1,594,284.23

Exempt Action: Y

Period of Performance: 06/01/2013 to 09/20/2013

Continued ...

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		James D. Adams	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	08/13/2013

NSN 7540-01-152-8070  
Previous edition unusable

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	01-99-0132/HSCEDM-13-F-IG145/P00002	2	2

NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>FY 2013 DETENTION &amp; CARE OF PERSONS DETAINED AT A DAILY BED RATE OF 40.00/DY</p> <p>CLIN 0001 is increased as follows: From: \$396,000.00 By: \$1,177,600.00 To: \$1,573,600.00</p> <p>The total quantity is increased as follows: From: 9,900 By: 29,440 To: 39,340 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: ERODETN-002 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-72-00- ----- 000000 Funded: \$0.00</p> <p>Accounting Info: BBFD000-002 BD 31-12-00-000 18-62-0600-00-00-00-00 GE-25-72-00- ----- 000000 Funded: \$384,000.00</p> <p>Accounting Info: USP0000-002 UP 31-12-00-000 18-62-0600-00-00-00-00 GE-25-72-00- ----- 000000 Funded: \$780,800.00</p> <p>Accounting Info: ERODETN-002 BA 31-12-00-000 18-62-0600-00-00-00-00 GE-25-72-00- ----- 000000 Funded: \$12,800.00</p> <p>The funding provided in this order 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>	39340	EA	40.00	1,573,600.00



Karen Bates < kbates@etowahcounty.org>

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**HSCEDM-13-F-IG145 P00004**

1 message

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**Munoz, Jose** < Jose.Munoz@ice.dhs.gov>

Fri, Aug 23, 2013 at 1:45 PM

To: "psimms@etowahcounty.org" <psimms@etowahcounty.org>, "kbates@etowahcounty.org" <kbates@etowahcounty.org>

Cc: "Gauthreaux, Joann L" <Joann.L.Gauthreaux@ice.dhs.gov>, "Gladden, Marc G" <Marc.G.Gladden@ice.dhs.gov>

Dear Patrick and Karen,

I am forwarding Modification Number P00004 attached.

No counter signature is required.

Sincerely,

**José R. Muñoz Jr.**

**Immigration & Customs Enforcement (ICE)/Detention Management (DM)| Contract Specialist**  
DHS | ICE | Office of Acquisition Management (OAQ)

801 "I" Street, N.W., Suite 910-27

Washington, D.C. 20536-5750

Phone: 202-732-7535

Email: jose.munoz3@dhs.gov

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**3515\_001.pdf**  
120K

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DM/DC-DC		7. ADMINISTERED BY (If other than Item 6) ICE/DM/DC-DC	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ETOWAH COUNTY OF 800 FORREST AVENUE SUITE 113 GADSDEN AL 359013663		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0010345450000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. 01-99-0132 HSCEDM-13-F-IG145		10B. DATED (SEE ITEM 13) 06/28/2013	

**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

Net Increase:

\$12,000.00

**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) Immigration & Nationality Act - Funding Action

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

DUNS Number: 001034545

Contracting Officer's Representative: Marc Gladden, 504-599-7853

Contracting Officer: Robbi Gregg, 202-732-2560

The purpose of this modification is to provide funding for Transportation Services with Etowah County, AL through September 20, 2013.

This will increase the total amount obligated as follows:

From: \$1,643,237.23 By: \$12,000.00 To: \$1,655,237.23

Exempt Action: Y

Period of Performance: 06/01/2013 to 09/20/2013

Continued ...

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) Robbi Gregg	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 8/20/13

NSN 7540-01-452-8070  
Previous edition unusable.

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

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
01-99-0132/HSCEDM-13-F-IG145/P00004PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>TRANSPORTATION &amp; GUARD SERVICES</p> <p>CLIN 0002 is increased as follows: From: \$18,984.23 By: \$12,000.00 To: \$30,984.23 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192113FNLOAK15091.1, 192113FNLOAK15091.2, 192113FNLOAK15091.3, 192113FNLOAK15091.4</p> <p>Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-30-00-00-00 GE-21-31-00-000000 ----- ---- 000000 Funded: \$0.00 Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-30-00-00-00 GE-21-31-00- ----- 000000 Funded: \$0.00 Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-30-00-00-00 GE-21-31-00- ----- 000000 Funded: \$12,000.00 The funding provided in this order 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>				30,984.23



Karen Bates < kbates@etowahcounty.org>

---

## HSCEDM-12-F-IG257 P00005

2 messages

Munoz, Jose < Jose.Munoz@ice.dhs.gov>

Thu, Sep 27, 2012 at 2:57 PM

To: "psimms@etowahcounty.org" <psimms@etowahcounty.org>, "kbates@etowahcounty.org" <kbates@etowahcounty.org>

Cc: "Adams, James D" <James.D.Adams@ice.dhs.gov>, "Gladden, Marc G (Marc.Gladden@dhs.gov)" <Marc.Gladden@dhs.gov>

<Marc.Gladden@dhs.gov>, "Gauthreaux, Joann L" <Joann.L.Gauthreaux@ice.dhs.gov>, "Obligations, DM" <DM.Obligations@ice.dhs.gov>

To whom it may concern,

I am forwarding a IGSA task order attached under Modification Number P00005.

No counter signature is required.

Sincerely,

**José R. Muñoz Jr.**

**Immigration & Customs Enforcement (ICE)/Detention Management (DM)| Contract Specialist**  
DHS | ICE | Office of Acquisition Management (OAO)

801 "I" Street, N.W., Suite 910-27

Washington, D.C. 20536-5750

Phone: 202-732-2545

Email: jose.munoz3@dhs.gov

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0472\_001.pdf  
108K

kdollar < kdollar@etowahcounty.org>

Thu, Sep 27, 2012 at 4:52 PM

To: psimms@etowahcounty.org

Cc: kbates@etowahcounty.org



**From:** Striedel, Vickki A [mailto:Vickki.A.Striedel@ice.dhs.gov]  
**Sent:** Thursday, September 27, 2012 3:45 PM  
**To:** Janice Ash (jash@etowahcounty.org); kdollar (kdollar@etowahcounty.org)  
**Subject:** FW: HSCEDM-12-F-IG257 P00005

Copy of latest mod for your records. Thanks

Vickki Striedel

MSS- FNL / OAK ERO

1010 East Whatley Road

Oakdale, LA 71463

318-335-7502

fx: 318-335-9205

vickki.a.striedel@ice.dhs.gov

**From:** Gauthreaux, Joann L  
**Sent:** Thursday, September 27, 2012 3:41 PM  
**To:** Striedel, Vickki A  
**Subject:** FW: HSCEDM-12-F-IG257 P00005

JoAnn Gauthreaux

Special Assistant

Enforcement & Removal Operations

New Orleans, LA

504-599-7977 (o)

504-247-2402 (c)

504-589-4410 (f)

**From:** Munoz, Jose


**Sent:** Thursday, September 27, 2012 2:57 PM

**To:** psimms@etowahcounty.org; kbates@etowahcounty.org

**Cc:** Adams, James D; Gladden, Marc G (Marc.Gladden@dhs.gov); Gauthreaux, Joann L; Obligations, DM

**Subject:** HSCEDM-12-F-IG257 P00005

[Quoted text hidden]

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108K

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE See Block 16C.		4. REQUISITION/PURCHASE REQ. NO. 192112FNLOAK15076.6	
5. PROJECT NO. (If applicable)		6. PROJECT NO. (If applicable)		7. PROJECT NO. (If applicable)	
8. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		CODE ICE/DM/DC-DC		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536	
CODE		FACILITY CODE		06/12/2012	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ETOWAH COUNTY OF 800 FORREST AVENUE SUITE 113 GADSDEN AL 359013663		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. 01-99-0132/ HSCEDM-12-F-IG257		10B. DATED (SEE ITEM 13)	
CODE 0010345450000		FACILITY CODE		06/12/2012	

**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 B 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 0 copies to the issuing office.

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

DUNS Number: 001034545

Program Office POC: Marc Gladden 504-599-7853, Marc.G.Gladden@ice.dhs.gov

Contracting Officer: James D. Adams, 202-732-2541, James.D.Adams@ice.dhs.gov

Contract Specialist: Jose R. Munoz Jr., 202-732-2545, Jose.Munoz3@dhs.gov

The purpose of this modification is to extend the period of performance through October 31, 2012.

Exempt Action: Y

Period of Performance: 06/01/2012 to 10/31/2012

Change Item 0001 to read as follows (amount shown

Continued ...

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)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		James D. Adams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	09/26/12

NSN 7540-01-152-8070  
Previous edition unusable

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

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

01-99-0132//HSCEDM-12-F-IG257/P00005

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>is the total amount):</p> <p>Detention Bed Rate at \$40.00</p> <p>CLIN 0001 remains the same as follows: From: \$1,653,400.00 By: \$0.00 To: \$1,653,400.00</p> <p>The total quantity remains the same as follows: From: 41,335 By: 0 To: 41,335 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: NONE000-000 BA 31-12-00-000 18-62-0600-20-00-00-00 GE-25-72-00- ---- 000000 Funded: \$0.00 Accounting Info: INV287G-28B OA 10-87-00-000 18-62-0600-30-00-00-00 GE-25-72-00- ---- 000000 Funded: \$0.00 Accounting Info: NONE000-000 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-14-00- ---- 000000 Funded: \$0.00</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p>	41335	EA	40.00	1,653,400.00
0002	<p>Transportation and Guard Services at \$22.49</p> <p>CLIN 0002 remains the same as follows: From: \$70,483.66 By: \$0.00 To: \$70,483.66</p> <p>The total quantity remains the same as follows: From: 3,134 By: 0 To: 3,134 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-20-00-00-00 GE-21-31-00- ---- 000000 Funded: \$0.00 Accounting Info: USP0000-U01 UP 31-11-00-000 18-62-0600-30-00-00-00 GE-21-31-00- ---- Continued ...</p>	3134	HR	22.49	70,483.66

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
01-99-0132//HSCEDM-12-F-IG257/P00005PAGE OF  
3 3NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
000000	Funded: \$0.00 Accounting Info: NONE000-000 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-14-00- ----- 000000 Funded: \$0.00				
0003	Change Item 0003 to read as follows (amount shown is the total amount):  ICE DETENTION/EQUIPMENT SPACE  CLIN 0003 remains the same as follows: From: \$31,799.44 By: \$0.00 To: \$31,799.44  \$1.37 per Square Feet per Month (Unit Price*Month*Quantity) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Accounting Info: NONE000-000 BA 31-12-00-000 18-62-0600-20-00-00-00 GE-25-14-00- ----- 000000 Funded: \$0.00 Accounting Info: BBFD000-000 BD 31-12-00-000 18-62-0600-30-00-00-00 GE-25-72-00- ----- 000000 Funded: \$0.00 Accounting Info: USP0000-U01 UP 31-12-00-000 18-62-0600-30-00-00-00 GE-25-14-00- ----- 000000 Funded: \$0.00 Accounting Info: NONE000-000 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-14-00- ----- 000000 Funded: \$0.00 All other terms and conditions remain the same.				31,799.44



Karen Bates < kbates@etowahcounty.org >

---

**HSCEDM-12-F-IG257 P00008**

1 message

---

**Munoz, Jose** < Jose.Munoz@ice.dhs.gov >

Thu, Mar 28, 2013 at 3:55 PM

To: "psimms@etowahcounty.org" <psimms@etowahcounty.org>, "kbates@etowahcounty.org" <kbates@etowahcounty.org>

Cc: "Saleh, Abeer" <Abeer.Saleh@ice.dhs.gov>, "Murphy, Tara" <Tara.Murphy@ice.dhs.gov>, "Gladden, Marc G" <Marc.G.Gladden@ice.dhs.gov>, "Gauthreaux, Joann L" <Joann.L.Gauthreaux@ice.dhs.gov>, "Obligations, DM" <DM.Obligations@ice.dhs.gov>

To whom it may concern,

I am forwarding a IGSA task order attached under Modification Number P00008.

No counter signature is required.

Sincerely,

**José R. Muñoz Jr.**

**Immigration & Customs Enforcement (ICE)/Detention Management (DM)| Contract Specialist**  
DHS | ICE | Office of Acquisition Management (OAQ)

801 "I" Street, N.W., Suite 910-27


Washington, D.C. 20536-5750

Phone: 202-732-2545

Email: jose.munoz3@dhs.gov

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 **1662\_001.pdf**  
204K

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 4	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
P00008		See Block 16C		192113FNLOAK15022.2	
<b>6. ISSUED BY</b>		<b>CODE</b>		<b>5. PROJECT NO. (If applicable)</b>	
ICE/Detent Mngt/Detent Contracts-DC		ICE/DM/DC-DC			
Immigration and Customs Enforcement					
Office of Acquisition Management					
801 I Street NW, Suite 910					
Washington DC 20536					
		<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>	
		ICE/Detent Mngt/Detent Contracts-DC		ICE/DM/DC-DC	
		Immigration and Customs Enforcement			
		Office of Acquisition Management			
		801 I Street NW, Suite 910			
		Washington DC 20536			
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>			
ETOWAH COUNTY OF		(x)			
800 FORREST AVENUE SUITE 113					
GADSDEN AL 359013663		<b>9B. DATED (SEE ITEM 11)</b>			
		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>			
		01-99-0132/			
		HSCEDM-12-F-IG257			
		<b>10B. DATED (SEE ITEM 13)</b>			
		06/12/2012			
<b>CODE</b>		<b>FACILITY CODE</b>			
0010345450000					

**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)**

**Net Increase:**

**\$314,300.00**

See Schedule

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

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

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

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

DUNS Number: 001034545

Program Office POC: Marc Gladden 504-599-7853, Marc.G.Gladden@ice.dhs.gov

Contract Specialist: Jose R. Munoz Jr., 202-732-2545, Jose.Munoz3@dhs.gov

The purpose of this modification is to add funding to the Etowah County, AL as follows:

From: \$3,889,808.10 By: \$314,300.00 To: \$4,204,108.10

Exempt Action: Y

Period of Performance: 10/01/2012 to 03/31/2013

Change Item 0001 to read as follows (amount shown

Continued ...

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Tara Murphy	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
(Signature of person authorized to sign)		Tara Murphy	3/27/13
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

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



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

01-99-0132//HSCEDM-12-F-IG257/P00008

PAGE OF

2

4

NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the total amount):				
0001	Detention Bed Rate at \$40.00  CLIN 0001 "Detention and Care of Detainees" is increased as follows: From: \$3,659,800.00 By: \$297,600.00 To: \$3,957,400.00  The total quantity is increased as follows: From: 91,495 By: 7,440 To: 98,935 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Accounting Info: NONE000-000 BA 31-12-00-000 18-62-0600-20-00-00-00 GE-25-72-00- ----- 000000 Funded: \$0.00 Accounting Info: INV287G-28B OA 10-87-00-000 18-62-0600-30-00-00-00 GE-25-72-00- ----- 000000 Funded: \$0.00 Accounting Info: NONE000-000 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-14-00- ----- 000000 Funded: \$0.00 Accounting Info: ERODETN-002 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-72-00- ----- 000000 Funded: \$0.00 Accounting Info: ERODETN-002 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-72-00- ----- 000000 Funded: \$0.00 Accounting Info: ERODETN-002 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-72-00- ----- 000000 Funded: \$297,600.00  Continued ...	98935	EA	40.00	3,957,400.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
01-99-0132//HSCEDM-12-F-IG257/P00008PAGE OF  
3 4NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>Transportation and Guard Services at \$22.49</p> <p>CLIN 0002 is increased as follows: From: \$136,808.66 By: \$4,000.00 To: \$140,808.66 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-20-00-00-00 GE-21-31-00- ----- 000000 Funded: \$0.00</p> <p>Accounting Info: USP0000-U01 UP 31-11-00-000 18-62-0600-30-00-00-00 GE-21-31-00- ----- 000000 Funded: \$0.00</p> <p>Accounting Info: NONE000-000 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-14-00- ----- 000000 Funded: \$0.00</p> <p>Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-30-00-00-00 GE-21-31-00- ----- 000000 Funded: \$0.00</p> <p>Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-30-00-00-00 GE-21-31-00- ----- 000000 Funded: \$0.00</p> <p>Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-30-00-00-00 GE-21-31-00- ----- 000000 Funded: \$0.00</p> <p>Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-30-00-00-00 GE-21-31-00- ----- 000000 Funded: \$4,000.00</p> <p>Change Item 0003 to read as follows (amount shown is the total amount):</p>				140,808.66
0003	<p>ICE DETENTION/EQUIPMENT SPACE Continued ...</p>				105,899.44

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
01-99-0132//HSCEDM-12-F-IG257/P00008

PAGE 4 OF 4

NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 0003 is increased as follows: From: \$93,199.44 By: \$12,700.00 To: \$105,899.44</p> <p>\$1.37 per Square Feet per Month (Unit Price*Month*Quantity) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: NONE000-000 BA 31-12-00-000 18-62-0600-20-00-00-00 GE-25-14-00- ----- 000000 Funded: \$0.00 Accounting Info: BBFD000-000 BD 31-12-00-000 18-62-0600-30-00-00-00 GE-25-72-00- ----- 000000 Funded: \$0.00 Accounting Info: USP0000-U01 UP 31-12-00-000 18-62-0600-30-00-00-00 GE-25-14-00- ----- 000000 Funded: \$0.00 Accounting Info: NONE000-000 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-14-00- ----- 000000 Funded: \$0.00 Accounting Info: ERODETN-002 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-14-00- ----- 000000 Funded: \$0.00 Accounting Info: ERODETN-002 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-72-00- ----- 000000 Funded: \$0.00 Accounting Info: ERODETN-002 BA 31-12-00-000 18-62-0600-30-00-00-00 GE-25-14-00- ----- 000000 Funded: \$12,700.00 All other terms and conditions remain the same.</p>				



Karen Bates < kbates@etowahcounty.org >

---

## HSCEDM-12-F-IG257 P00012

2 messages

---

Munoz, Jose < Jose.Munoz@ice.dhs.gov >

Fri, Jul 26, 2013 at 1:19 PM

To: "psimms@etowahcounty.org" <psimms@etowahcounty.org>, "kbates@etowahcounty.org" <kbates@etowahcounty.org>

Cc: "Gauthreaux, Joann L" <Joann.L.Gauthreaux@ice.dhs.gov>, "Gladden, Marc G" <Marc.G.Gladden@ice.dhs.gov>

To whom it may concern,

I am forwarding a IGSA task order attached under Modification Number P00012.

No counter signature is required.

Sincerely,

**José R. Muñoz Jr.**

**Immigration & Customs Enforcement (ICE)/Detention Management (DM)| Contract Specialist**  
DHS | ICE | Office of Acquisition Management (OAQ)

801 "I" Street, N.W., Suite 910-27

Washington, D.C. 20536-5750

Phone: 202-732-7535

Email: jose.munoz3@dhs.gov

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3107\_001.pdf  
145K

**kdollar** <kdollar@etowahcounty.org>  
To: kbates@etowahcounty.org

Wed, Aug 7, 2013 at 9:44 AM

---

**From:** Striedel, Vickki A [mailto:Vickki.A.Striedel@ice.dhs.gov]  
**Sent:** Tuesday, August 06, 2013 8:00 AM  
**To:** Janice Ash (jash@etowahcounty.org); kdollar (kdollar@etowahcounty.org)  
**Subject:** FW: HSCEDM-12-F-IG257 P00012

Vickki Striedel

MSS- FNL / OAK BRO

1010 East Whatley Road

Oakdale, LA 71463

318-335-7502

Cell: 318-485-1535

fx: 318-335-9205

vickki.a.striedel@ice.dhs.gov

---

**From:** Gauthreaux, Joann L  
**Sent:** Thursday, July 25, 2013 7:38 AM  
**To:** Striedel, Vickki A  
**Subject:** FW: HSCEDM-12-F-IG257 P00012

JoAnn Gauthreaux

Special Assistant

Enforcement & Removal Operations

New Orleans, LA

504-599-7977 (o)

504-247-2402 (c)

504-589-4410 (f)

---

**From:** Munoz, Jose

**Sent:** Thursday, July 25, 2013 7:13 AM

**To:** OAQ Obligations; DFC, ICE-CONTRACTUAL-OBLIGATIONS

**Cc:** Gauthreaux, Joann L; Gladden, Marc G; ERO CONTRACT MANAGEMENT; Gregg, Robbi

**Subject:** HSCEDM-12-F-IG257 P00012

Dear Obligations Processing Center,

I am forwarding IGSA Task Order attached to be obligated.

Sincerely,

**José R. Muñoz Jr.**

**Immigration & Customs Enforcement (ICE)/Detention Management (DM)| Contract Specialist**  
DHS | ICE | Office of Acquisition Management (OAQ)

801 "I" Street, N.W., Suite 910-27

Washington, D.C. 20536-5750

Phone: 202-732-7535

Email: jose.munoz3@dhs.gov

YOUR FIRST PARTNER IN ACQUISITION!

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<https://mail.google.com/mail/u/0/?ui=2&ik=421a5e2c6d&view=pt&q=jose.munoz%40ic...> 10/24/2013

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 3	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
P00012		See Block 16C		192113FNLOAK15022.6	
<b>5. PROJECT NO. (If applicable)</b>		<b>6. ISSUED BY</b>		<b>7. ADMINISTERED BY (If other than item 6)</b>	
		CODE ICE/DM/DC-DC		CODE ICE/DM/DC-DC	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536			
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>			
ETOWAH COUNTY OF 800 FORREST AVENUE SUITE 113 GADSDEN AL 359013663		(x)			
		<b>9B. DATED (SEE ITEM 11)</b>			
		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>			
		01-99-0132/ HSCEDM-12-F-IG257			
		<b>10B. DATED (SEE ITEM 13)</b>			
		06/12/2012			
<b>CODE</b> 0010345450000		<b>FACILITY CODE</b>			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
See Schedule. Net Increase: \$10,713.51

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

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

**E. IMPORTANT:** Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

DUNS Number: 001034545

Contracting Officer's Representative: Marc Gladden 504-599-7853

Contracting Officer: Robbi Gregg, 202-732-2560

Contract specialist: Jose R. Munoz Jr., 202-732-7535

The purpose of this modification is to provide funding for Transportation Services from Etowah County, AL.

This will increase the total amount obligated as follows:

From: \$4,951,021.10 By: \$10,713.51 To: \$4,961,734.61

Exempt Action: Y

Continued ...

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Robbi Gregg	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	7/25/2013

NSN 7540-01-152-8070  
Previous edition unusable

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





## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
01-99-0132//HSCEDM-12-F-IG257/P00012PAGE OF  
3 3NAME OF OFFEROR OR CONTRACTOR  
ETOWAH COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	18-62-0600-30-00-00-00 GE-21-31-00- ---- 000000 Funded: \$0.00 Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0600-30-00-00-00 GE-21-31-00- ---- 000000 Funded: \$10,713.51 The funding provided in this order (or 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.  All other terms and conditions remain the same.				

W.H. "Butch" WHITE  
District 1  
BRYAN BISHOP  
District 2  
JOHN S. MOSLEY  
District 3  
AUTRY WORKS  
District 4



WILLIE F  
Dist  
BILLY RAY "BULL"  
Dist  
DAVID W  
Chief Execu

INS  
Contract  
Information  
(Red)

### ETOWAH COUNTY COMMISSION

Gadsden, Alabama 35901  
Telephone (256) 549-5300  
Fax (256) 549-5400

TO:

COMPANY: U.S. INS District Office

TELECOPIER NUMBER

( 404 ) 331-~~9040~~ 9483

9810

ATTENTION: Kelley Mitra

DATE:

September 27, 2002

FROM:

SENDER: David Akins, CEO Etowah County Commission

RESPONSE REQUIRED:

YES

NO

x

TOTAL NUMBER OF PAGES:

4

(including this cover sheet)

**NOTE:**

*If you do not receive all pages, please call back as soon as possible, at the telephone number listed below:*

TELEPHONE #

( 256 ) 549-5495

COMMENTS: Kelley: Here is the lease proposal.