



Agenda

PUBLIC PROTECTION COMMITTEE

February 5, 2018

10:30 A.M.

651 Pine Street, Room 101, Martinez

Supervisor John Gioia, Chair
Supervisor Federal D. Glover, Vice Chair

Agenda Items:

Items may be taken out of order based on the business of the day
and preference of the Committee

1. Introductions
2. Public comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to three minutes).
3. APPROVE Record of Action from the December 7, 2017 meeting.
(Page 4)
4. CONSIDER reviewing and approving the fiscal year 2018/19 AB 109 budget proposal, as recommended by the Community Corrections Partnership-Executive Committee. **(Timothy Ewell, Committee Staff)**
(Page 9)
5. CONSIDER accepting update from the Office of Reentry and Justice on the Racial Justice Task Force. **(Lara DeLaney, Office of Reentry and Justice)** **(Page 62)**
6. CONSIDER accepting reports from staff related to various immigration related issues, including implementation of Senate Bill 54 (Chapter 475, Statutes of 2017), status of federal litigation and correspondence with the U.S. Department of Justice related to federal grants. **(Timothy Ewell, Committee Staff)** **(Page 77)**
7. The next meeting is currently scheduled for Monday, March 5, 2018 at 10:30 am.
8. Adjourn

The Public Protection Committee will provide reasonable accommodations for persons with disabilities planning to attend Public Protection Committee meetings. Contact the staff person listed below at least 72 hours before the meeting.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to a majority of members of the Public Protection Committee less than 96 hours prior to that meeting are available for public inspection at 651 Pine Street, 10th floor, during normal business hours.

Public comment may be submitted via electronic mail on agenda items at least one full work day prior to the published meeting time.

For Additional Information Contact:

Timothy Ewell, Committee Staff

Phone (925) 335-1036, Fax (925) 646-1353
timothy.ewell@cao.cccounty.us

Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

AB	Assembly Bill	HIPAA	Health Insurance Portability and Accountability Act
ABAG	Association of Bay Area Governments	HIV	Human Immunodeficiency Syndrome
ACA	Assembly Constitutional Amendment	HOV	High Occupancy Vehicle
ADA	Americans with Disabilities Act of 1990	HR	Human Resources
AFSCME	American Federation of State County and Municipal Employees	HUD	United States Department of Housing and Urban Development
AICP	American Institute of Certified Planners	Inc.	Incorporated
AIDS	Acquired Immunodeficiency Syndrome	IOC	Internal Operations Committee
ALUC	Airport Land Use Commission	ISO	Industrial Safety Ordinance
AOD	Alcohol and Other Drugs	JPA	Joint (exercise of) Powers Authority or Agreement
BAAQMD	Bay Area Air Quality Management District	Lamorinda	Lafayette-Moraga-Orinda Area
BART	Bay Area Rapid Transit District	LAFCo	Local Agency Formation Commission
BCDC	Bay Conservation & Development Commission	LLC	Limited Liability Company
BGO	Better Government Ordinance	LLP	Limited Liability Partnership
BOS	Board of Supervisors	Local 1	Public Employees Union Local 1
CALTRANS	California Department of Transportation	LVN	Licensed Vocational Nurse
CalWIN	California Works Information Network	MAC	Municipal Advisory Council
CalWORKS	California Work Opportunity and Responsibility to Kids	MBE	Minority Business Enterprise
CAER	Community Awareness Emergency Response	M.D.	Medical Doctor
CAO	County Administrative Officer or Office	M.F.T.	Marriage and Family Therapist
CCCFPD	(ConFire) Contra Costa County Fire Protection District	MIS	Management Information System
CCHP	Contra Costa Health Plan	MOE	Maintenance of Effort
CCTA	Contra Costa Transportation Authority	MOU	Memorandum of Understanding
CDBG	Community Development Block Grant	MTC	Metropolitan Transportation Commission
CEQA	California Environmental Quality Act	NACo	National Association of Counties
CIO	Chief Information Officer	OB-GYN	Obstetrics and Gynecology
COLA	Cost of living adjustment	O.D.	Doctor of Optometry
ConFire	(CCCFPD) Contra Costa County Fire Protection District	OES-EOC	Office of Emergency Services-Emergency Operations Center
CPA	Certified Public Accountant	OSHA	Occupational Safety and Health Administration
CPI	Consumer Price Index	Psy.D.	Doctor of Psychology
CSA	County Service Area	RDA	Redevelopment Agency
CSAC	California State Association of Counties	RFI	Request For Information
CTC	California Transportation Commission	RFP	Request For Proposal
dba	doing business as	RFQ	Request For Qualifications
EBMUD	East Bay Municipal Utility District	RN	Registered Nurse
ECCFPD	East Contra Costa Fire Protection District	SB	Senate Bill
ECCRPC	East Contra Costa Regional Planning Commission	SBE	Small Business Enterprise
EIR	Environmental Impact Report	SRVRPC	San Ramon Valley Regional Planning Commission
EIS	Environmental Impact Statement	SWAT	Southwest Area Transportation Committee
EMCC	Emergency Medical Care Committee	TRANSPAC	Transportation Partnership & Cooperation (Central)
EMS	Emergency Medical Services	TRANSPLAN	Transportation Planning Committee (East County)
EPSDT	State Early Periodic Screening, Diagnosis and Treatment Program (Mental Health)	TRE or TTE	Trustee
et al.	et alii (and others)	TWIC	Transportation, Water and Infrastructure Committee
FAA	Federal Aviation Administration	VA	Department of Veterans Affairs
FEMA	Federal Emergency Management Agency	vs.	versus (against)
F&HS	Family and Human Services Committee	WAN	Wide Area Network
First 5	First Five Children and Families Commission (Proposition 10)	WBE	Women Business Enterprise
FTE	Full Time Equivalent	WCCTAC	West Contra Costa Transportation Advisory Committee
FY	Fiscal Year		
GHAD	Geologic Hazard Abatement District		
GIS	Geographic Information System		
HCD	(State Dept of) Housing & Community Development		
HHS	Department of Health and Human Services		



Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

3.

Meeting Date: 02/05/2018

Subject: RECORD OF ACTION - December 7, 2017

Submitted For: PUBLIC PROTECTION COMMITTEE,

Department: County Administrator

Referral No.: N/A

Referral Name: RECORD OF ACTION - December 7, 2017

Presenter: Timothy Ewell,
Committee Staff

Contact: Timothy Ewell, (925)
335-1036

Referral History:

County Ordinance requires that each County body keep a record of its meetings. Though the record need not be verbatim, it must accurately reflect the agenda and the decisions made in the meeting.

Referral Update:

Attached for the Committee's consideration is the Record of Action for its December 7, 2017 meeting.

Recommendation(s)/Next Step(s):


APPROVE Record of Action from the December 7, 2017 meeting.

Fiscal Impact (if any):

No fiscal impact. This item is informational only.

Attachments

Record of Action - December 2017

 <h1 style="font-size: 2em; margin: 0;">Agenda</h1>	<h2 style="text-align: center; margin: 0;">PUBLIC PROTECTION COMMITTEE</h2> <p style="text-align: center; color: red; font-weight: bold;">***RECORD OF ACTION***</p> <p style="text-align: center; font-weight: bold;">December 7, 2017 10:30 A.M.</p> <p style="text-align: center; font-weight: bold;">651 Pine Street, Room 101, Martinez</p>
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Supervisor Federal D. Glover, Chair

Supervisor John Gioia, Vice Chair

Agenda Items:	Items may be taken out of order based on the business of the day and preference of the Committee
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Present: Federal D. Glover, Chair

John Gioia, Vice Chair

Staff Present: David J. Twa, County Administrator

Timothy M. Ewell, Senior Deputy County Administrator

1. Introductions

Convene - 9:01 AM

2. Public comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to three minutes).

The Committee received public comment

3. APPROVE Record of Action from the November 6, 2017 meeting.

Approved as presented

Chair Federal D. Glover, Vice Chair John Gioia

AYE: Chair Federal D. Glover, Vice Chair John Gioia

Passed

4. 1. ACCEPT report from staff related to the upcoming implementation requirements of Senate Bill 54 (Chapter 475, Statutes of 2017) related to immigration; and

2. ACCEPT an update on potential impacts to the County certain immigration related federal grant conditions imposed on state and local jurisdictions; and

3. DIRECT the County Administrator to forward the report to the Board of Supervisors for determination; and

3. PROVIDE direction to staff on next steps.

Approved as presented with the following direction to staff:

- 1. Bring the revised Sheriff's Office Immigration Policy to the next Committee meeting.*
- 2. Provide a revenue vs. expenditure analysis of the Sheriff's Office contract with ICE to the next Committee meeting.*
- 3. Request County Counsel to provide analysis of legal strategy of how the County can comply with 8 USC 1373 if SB 54 is deemed to not compliant with 8 USC 1373.*
- 4. Provide copies of all available amendments to the Sheriff's Office contract with ICE.*
- 5. Provide an update on County compliance with SB 54 to the full Board of Supervisors in February 2018.*

Vice Chair John Gioia, Chair Federal D. Glover

AYE: Chair Federal D. Glover, Vice Chair John Gioia

Passed

5. 1. RECOMMEND that the Board of Supervisors (BOS) ADOPT a policy that requires contract award recommendations for all AB 109 Community Programs contracts valued at over \$100,000 be approved by the Community Corrections Partnership-Executive Committee (CCP-EC) and (as their schedule permits) the Public Protection Committee (PPC) prior to submittal to the BOS for contract authorization.

The information that the CCP-EC, PPC and BOS would be provided must include:

- a) A copy of the RFP/RFQ/RFI issued
- b) Copies of all Score Sheets for responses that are scored
- c) A summary of the proposed services by the recommended awardee
- d) A summary of the proposed budget for the services
- e) A staff report that summarizes the procurement process and Review Panel composition.

2. RECOMMEND that the Board of Supervisors (BOS) ADOPT a policy that all issued RFP/RFQ/RFIs (or similar procurement documents) for AB 109 Community Programs contracts must contain a provision that the responses may be made public prior to the contract award.

3. RECOMMEND that the Board of Supervisors (BOS) ADOPT a policy that contract periods may be established for up to two years of service (either calendar or fiscal year), with 3 additional one-year renewal options, subject to funding availability, satisfactory performance, and Board of Supervisors authorization for contracts over \$100,000.

This contract period will obviate the need for more frequent procurement processes. Performance reporting to the CCP may be provided in a manner that that it proscribes.

Approved with the following direction to staff:

- 1. The Committee clarified that the Community Corrections Partnership-Executive Committee does not have approval authority for contracts, but rather makes recommendations for consideration by the Public Protection Committee and the Board of Supervisors.*

2. The Committee also clarified that if any of the request for proposal response documents from bidders are released during the procurement process, then those are considered public documents, which should be shared by decision makers, including the Board of Supervisors.

Vice Chair John Gioia, Chair Federal D. Glover

AYE: Chair Federal D. Glover, Vice Chair John Gioia

Passed

6. 1. ACCEPT the Review Panels' recommendations that the County:
- a) Not award a contract for a "Capacity Building Project" at this time,
 - b) Award a contract to Fast Eddie's Auto Tech Training for \$75,000 for the period January 1, 2018 through December 31, 2018, and
 - c) Award a contract to the Richmond Workforce Development Board for \$175,000 for the period January 1, 2018 through December 31, 2019.
2. DIRECT staff to utilize the remaining FY 16-17 revenue of Local Innovation Fund for a "Capacity Building Project."

Approved as presented with the following direction to staff:

1. Future submissions to the Committee and the Board of Supervisors should include summaries of all projects proposed for funding to understand the context for the recommendation before decision makers.

Vice Chair John Gioia, Chair Federal D. Glover

AYE: Chair Federal D. Glover, Vice Chair John Gioia

Passed

7. 1. APPROVE calendar year 2017 Public Protection Committee Annual Report for submission to the Board of Supervisors;
2. PROVIDE direction to staff as appropriate.

Approved as presented

Chair Federal D. Glover, Vice Chair John Gioia

AYE: Chair Federal D. Glover, Vice Chair John Gioia

Passed

8. The next meeting is currently scheduled for February 2018.
9. Adjourn

Adjourned - 11:07 AM

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Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

4.

Meeting Date: 02/05/2018

Subject: FY 2018/19 CCP RECOMMENDED BUDGET

Submitted For: David Twa, County Administrator

Department: County Administrator

Referral No.: N/A

Referral Name: AB109 PUBLIC SAFETY REALIGNMENT

Presenter: Timothy Ewell,
Committee Staff

Contact: Timothy Ewell,
925-335-1036

Referral History:

On September 22, 2017, budget instructions for the FY 2018/19 AB 109 budget were distributed to the Community Corrections Partnership (CCP) subscriber list, including Committee members, staff and interested parties, requesting formal submission no later than October 23, 2017. This year, staff had again requested budget submissions to 1) maintain the status quo funding level at the fiscal year 2017/18 Ongoing budget level, and 2) contemplate new funding requests based on programming needs.

On November 3, 2017, the CCP held a budget workshop, giving departments and funded agencies an opportunity to present and discuss budget proposals. Subsequently, a final vote of the CCP-Executive Committee was held on December 1, 2017. The budget approved by the CCP has been submitted to the Public Protection Committee for review and approval at today's meeting.

Referral Update:

On December 1, 2017, the CCP-Executive Committee approved a Recommended Budget for fiscal year 2018/19 for consideration by the Public Protection Committee. All budget submissions and a summary of the final Recommended Budget are included in today's packet for references (Attachments D and E, respectively)

Recommendation(s)/Next Step(s):

Fiscal Impact (if any):

The fiscal year 2017/18 Ongoing Budget for AB 109 is \$25,920,149, which is composed of \$25,420,149 previous approved by the CCP and an additional allocation of \$500,000 authorized by the BOS to fund the Stand Together CoCo program in the Public Defender's Office from the AB 109 fund balance. The California State Association of Counties (CSAC) is projecting that Contra Costa County will receive \$23,342,798 in fiscal year 2017/18 in Base allocation funding. The Growth allocation for fiscal year 2016/17 (paid in 2017/18) is projected by CSAC to be \$1,195,045 has been received by the County, 10% of which has been transferred to the Local Innovation account (pursuant to Government Code section 30029.07(b), effectively reducing our Growth allocation by \$119,505 to \$1,075,540. Since the new Growth formula is permanent for the foreseeable future, it is likely that any future Growth allocation will not exceed the 2016/17 amount described above. A detailed calculation of the Contra Costa Growth formula allocation is included in Attachment A.

As proposed, the FY 2018/19 CCP Recommended Budget would increase expenditure appropriations by \$1.9 million, from \$25,920,149 to \$27,802,938. The Governor's Proposed Budget includes an estimated increase to the County's Base allocation of \$1,584,770, from \$23,342,798 to \$24,927,568. This figure will likely change in the May Revision and Enacted Budgets.

Attachments

Attachment A - CSAC Estimated Base & Growth Allocations by County (FY 2014-18)

Attachment B - FY 2018/19 AB109 Budget Schedule

Attachment C - FY 2018/19 Budget Request Summary

Attachment D - FY 2018/19 Budget Requests

Attachment E - FY 2018/19 CCP Recommended Budget Summary

Correspondence from the Public Defender

Base and Growth

County	2014-15 Base	2014-15 Growth	2015-16 Base	2015-16 Growth	2016-2017 Base	2016-17 Growth	2017-2018 Base
Alameda	\$ 31,497,960	\$ 4,100,990	\$ 40,861,385	\$ 1,776,165	\$ 42,856,842	\$ 2,422,666	\$ 45,787,995
Alpine	\$ 167,152	\$ 13,366	\$ 224,809	\$ 3,481	\$ 235,787	\$ 4,595	\$ 251,913
Amador	\$ 1,368,104	\$ 516,243	\$ 1,378,795	\$ 382,541	\$ 1,446,128	\$ 75,669	\$ 1,545,035
Butte	\$ 6,466,722	\$ 1,697,507	\$ 6,931,223	\$ 219,961	\$ 7,269,708	\$ 552,340	\$ 7,766,913
Calaveras	\$ 992,402	\$ 255,449	\$ 1,114,713	\$ 90,663	\$ 1,169,150	\$ 54,214	\$ 1,249,113
Colusa	\$ 589,667	\$ 243,850	\$ 693,231	\$ 20,003	\$ 727,085	\$ 49,694	\$ 776,813
Contra Costa	\$ 20,669,679	\$ 8,765,532	\$ 20,831,204	\$ 727,382	\$ 21,848,491	\$ 1,195,045	\$ 23,342,798
Del Norte	\$ 721,629	\$ 436,564	\$ 983,957	\$ 47,756	\$ 1,032,008	\$ 61,952	\$ 1,102,591
El Dorado	\$ 3,586,615	\$ 1,818,367	\$ 3,614,643	\$ 234,813	\$ 3,791,163	\$ 222,252	\$ 4,050,456
Fresno	\$ 24,164,305	\$ 2,558,069	\$ 32,711,894	\$ 941,281	\$ 34,309,372	\$ 2,975,703	\$ 36,655,930
Glenn	\$ 846,022	\$ 134,849	\$ 1,153,582	\$ 321,454	\$ 1,209,917	\$ 100,668	\$ 1,292,668
Humboldt	\$ 3,695,189	\$ 806,028	\$ 4,330,130	\$ 356,079	\$ 4,541,591	\$ 140,475	\$ 4,852,209
Imperial	\$ 3,501,228	\$ 409,231	\$ 4,777,351	\$ 218,106	\$ 5,010,652	\$ 565,417	\$ 5,353,350
Inyo	\$ 541,209	\$ 61,046	\$ 691,756	\$ 46,526	\$ 725,537	\$ 56,564	\$ 775,160
Kern	\$ 31,628,367	\$ 4,872,538	\$ 36,104,558	\$ 3,753,017	\$ 37,867,716	\$ 1,399,164	\$ 40,457,643
Kings	\$ 6,894,852	\$ 2,618,439	\$ 6,948,733	\$ 652,823	\$ 7,288,072	\$ 843,929	\$ 7,786,533
Lake	\$ 1,934,887	\$ 192,832	\$ 2,497,419	\$ 105,656	\$ 2,619,380	\$ 112,486	\$ 2,798,530
Lassen	\$ 1,080,925	\$ 185,516	\$ 1,358,884	\$ 152,545	\$ 1,425,245	\$ 54,397	\$ 1,522,723
Los Angeles	\$ 290,538,549	\$ 23,778,008	\$ 344,481,162	\$ 17,755,186	\$ 361,303,819	\$ 22,298,545	\$ 386,014,858
Madera	\$ 4,087,031	\$ 640,018	\$ 5,576,210	\$ 318,582	\$ 5,848,523	\$ 639,914	\$ 6,248,528
Marin	\$ 4,900,330	\$ 2,569,053	\$ 4,938,624	\$ 182,798	\$ 5,179,800	\$ 408,743	\$ 5,534,068
Mariposa	\$ 472,956	\$ 92,075	\$ 566,924	\$ 169,734	\$ 594,610	\$ 16,152	\$ 635,278
Mendocino	\$ 2,205,821	\$ 711,297	\$ 2,322,880	\$ 156,857	\$ 2,436,317	\$ 79,842	\$ 2,602,947
Merced	\$ 5,692,045	\$ 1,444,201	\$ 7,763,704	\$ 539,041	\$ 8,142,842	\$ 714,281	\$ 8,699,764
Modoc	\$ 235,208	\$ 45,018	\$ 321,108	\$ 88,070	\$ 336,789	\$ 15,502	\$ 359,823
Mono	\$ 428,294	\$ 70,606	\$ 584,103	\$ 44,113	\$ 612,628	\$ 64,198	\$ 654,528
Monterey	\$ 8,633,838	\$ 844,532	\$ 11,159,775	\$ 647,463	\$ 11,704,760	\$ 756,797	\$ 12,505,297
Napa	\$ 2,673,402	\$ 551,811	\$ 3,240,370	\$ 676,311	\$ 3,398,613	\$ 283,400	\$ 3,631,058
Nevada	\$ 1,918,350	\$ 783,916	\$ 1,933,341	\$ 80,310	\$ 2,027,755	\$ 194,020	\$ 2,166,441
Orange	\$ 63,045,168	\$ 17,399,444	\$ 70,813,993	\$ 2,931,181	\$ 74,272,178	\$ 6,055,331	\$ 79,351,954
Placer	\$ 6,659,794	\$ 1,930,434	\$ 7,176,968	\$ 259,768	\$ 7,527,454	\$ 636,454	\$ 8,042,287
Plumas	\$ 551,023	\$ 197,629	\$ 609,538	\$ 59,307	\$ 639,305	\$ 25,139	\$ 683,029
Riverside	\$ 47,744,372	\$ 5,381,263	\$ 65,141,764	\$ 2,142,476	\$ 68,322,947	\$ 6,709,911	\$ 72,995,831
Sacramento	\$ 30,485,341	\$ 3,679,007	\$ 41,572,174	\$ 1,337,531	\$ 43,602,342	\$ 2,532,450	\$ 46,584,483
San Benito	\$ 1,203,382	\$ 428,214	\$ 1,593,050	\$ 203,766	\$ 1,670,846	\$ 143,765	\$ 1,785,122
San Bernardino	\$ 68,145,357	\$ 12,157,309	\$ 83,729,133	\$ 4,712,958	\$ 87,818,026	\$ 5,398,263	\$ 93,824,259
San Diego	\$ 63,164,783	\$ 16,578,200	\$ 68,458,956	\$ 1,518,743	\$ 71,802,133	\$ 5,740,690	\$ 76,712,973
San Francisco	\$ 18,337,440	\$ 6,285,751	\$ 20,359,877	\$ 965,739	\$ 21,354,147	\$ 1,240,372	\$ 22,814,644
San Joaquin	\$ 16,066,726	\$ 1,771,257	\$ 21,513,379	\$ 1,142,909	\$ 22,563,980	\$ 989,100	\$ 24,107,222
San Luis Obispo	\$ 5,644,308	\$ 545,788	\$ 7,164,312	\$ 284,364	\$ 7,514,180	\$ 691,713	\$ 8,028,105
San Mateo	\$ 14,450,429	\$ 5,863,388	\$ 14,563,353	\$ 885,694	\$ 15,274,551	\$ 956,884	\$ 16,319,240
Santa Barbara	\$ 8,657,369	\$ 1,118,182	\$ 11,078,836	\$ 551,843	\$ 11,619,868	\$ 993,525	\$ 12,414,598
Santa Clara	\$ 36,404,725	\$ 8,409,131	\$ 41,313,799	\$ 1,543,990	\$ 43,331,349	\$ 3,580,025	\$ 46,294,956
Santa Cruz	\$ 5,637,055	\$ 748,732	\$ 6,832,189	\$ 612,916	\$ 7,165,838	\$ 764,181	\$ 7,655,938
Shasta	\$ 6,741,871	\$ 2,487,750	\$ 6,794,556	\$ 342,732	\$ 7,126,367	\$ 256,950	\$ 7,613,768
Sierra	\$ 178,831	\$ 91,603	\$ 231,033	\$ 5,697	\$ 242,315	\$ 16,329	\$ 258,888
Siskiyou	\$ 1,110,942	\$ 356,271	\$ 1,296,058	\$ 52,299	\$ 1,359,351	\$ 86,398	\$ 1,452,322
Solano	\$ 9,077,651	\$ 3,143,755	\$ 10,466,801	\$ 402,396	\$ 10,977,944	\$ 386,517	\$ 11,728,771
Sonoma	\$ 9,657,516	\$ 4,530,253	\$ 9,732,986	\$ 371,092	\$ 10,208,294	\$ 604,266	\$ 10,906,481
Stanislaus	\$ 13,899,952	\$ 1,440,268	\$ 17,764,873	\$ 1,180,382	\$ 18,632,416	\$ 1,530,289	\$ 19,906,763
Sutter	\$ 2,692,639	\$ 1,024,819	\$ 2,713,681	\$ 287,448	\$ 2,846,203	\$ 161,826	\$ 3,040,867
Tehama	\$ 2,824,325	\$ 3,101,850	\$ 2,846,396	\$ 46,705	\$ 2,985,399	\$ 266,558	\$ 3,189,582
Trinity	\$ 427,173	\$ 220,005	\$ 580,154	\$ 26,124	\$ 608,486	\$ 27,350	\$ 650,103
Tulare	\$ 12,723,594	\$ 2,227,867	\$ 15,875,860	\$ 587,520	\$ 16,651,153	\$ 1,502,507	\$ 17,789,994
Tuolumne	\$ 1,389,149	\$ 183,692	\$ 1,776,122	\$ 133,987	\$ 1,862,858	\$ 145,887	\$ 1,990,266
Ventura	\$ 16,115,645	\$ 6,183,310	\$ 16,300,317	\$ 439,395	\$ 17,096,339	\$ 931,118	\$ 18,265,628
Yolo	\$ 6,506,453	\$ 3,279,053	\$ 6,689,128	\$ 221,316	\$ 7,015,790	\$ 644,623	\$ 7,495,628
Yuba	\$ 2,424,248	\$ 1,447,764	\$ 2,443,192	\$ 126,925	\$ 2,562,505	\$ 70,526	\$ 2,737,765
California	\$ 934,100,000	\$ 173,428,945	\$ 1,107,528,945	\$ 54,085,919	\$ 1,161,614,864	\$ 79,447,570	\$ 1,241,062,434

* The 2014-15 growth numbers include an additional \$64.8 million per Government Code section 30027.9, subdivision (a), paragraph (3). Although the Governor's May Revision realignment estimates displays \$998.9 million for base and \$108.6 million for growth, this chart reflects the restoration in the growth column as it was distributed using the growth formula. While the display is different, the total statewide and individual county allocations are the same.



Detailed Description of Growth Allocation

For the growth formula to function as an incentive system, as it is designed to be, the incentives must be clear enough that counties know which outcomes are rewarded.

The formula is broken down into three categories in which there are sub-categories. The three are:

1. 2nd Striker Reduction= \$28,726 per reduction (10% from the top)
2. Probation= 80%
3. Incarceration= 20%

In each of these categories, the formula rewards both ongoing success and year-over-year success.

2nd Striker Reduction

The first step in calculating growth allocations is to determine which counties sent fewer felons to prison with second-strike designations than in the previous year. Counties get a direct allocation of \$28,726 for each one fewer second striker than the previous year. This allocation is taken off the top, so it is not part of the portions allocated based on incarceration or probation. Due to the low growth revenue, there will be a cap of 10% from the top for 2nd striker reduction allocations.

Probation – 80%

Felony Probation Success – 60%: Sixty percent of growth funds are allocated by taking a county's annual felony probation population and subtracting the number of those revoked to prison or jail. The number of each county's non-revoked probationers is then calculated as a share of the number statewide and the county receives that share of these funds.

Felony Probation Improvement – 20%: Twenty percent of growth funds are allocated to counties that improve their felony probation failure rate from one year to the next. A county's failure rate is determined by dividing its annual felony probation population by the number of probationers revoked to prison or jail. If that rate decreases from one year to the next, then the difference is multiplied by the county's total felony probation population. This gives the number that would have been revoked under the previous year's higher revocation rate. That number is then calculated as a share of the total number among all counties that qualify and the county receives that share of these funds.

Incarceration – 20%

Incarceration Reduction – 10%: Ten percent of the growth funds are allocated to counties that send fewer felons to prison on new convictions from one year to the next. The difference is then calculated as a share of the total difference among all counties that qualify and the county receives that share of these funds.

Low Incarceration Rate – 10%: Ten percent of the growth funds are allocated to counties that have a lower rate of incarceration per capita than the statewide rate. The rate is calculated by taking a county's number of felon admissions for new convictions and dividing it by the county's adult population (those aged 18 to 64). That rate is then compared to the statewide rate to determine how many more people would be imprisoned if the county's rate were not lower than the statewide rate. That number is then calculated as a share of the total number for all counties that qualify and the county receives that share of these funds.

Calculating Contra Costa County's 2016-17 Growth

2nd Striker Reduction (\$28,726 per) (10% from top)						
		2nd Strikers - 2015	2nd Strikers - 2014	Reduction	2nd striker share	2nd striker \$
Contra Costa		53	44	-	-	\$ -
California		8477	10,278	1,891	100%	\$ 7,944,757

Felony Probation Success (60%)						
		2015 Probation Population	Revoked to Jail or Prison	Successes	Statewide Share	\$
Contra Costa		3,188	77	3,111	1.16%	\$ 497,441
California		280,098	11,833	268,265	100%	\$ 42,901,688

Felony Probation Improvement (20%)						
	2015 Failure Rate	2014 Failure Rate	Improvement	# of Probationers Improvement Represents	Statewide Share	\$
Contra Costa	2.42%	2.74%	0.32%	10.19	0.25%	\$ 35,374
California	4.22%	5.62%	1.40%	4,121	100%	\$ 14,300,563

Incarceration Reduction (10%)						
	Incarcerated from County - 2015	Incarcerated from County - 2014	Incarcerated from County - Difference	Incarceration Reduction	Statewide Share	\$
Contra Costa	455	422	7.82%	-	0.00%	\$ -
California	34,450	38,176	-9.76%	4,099	100%	\$ 7,150,281

Low Incarceration Rate (10%)						
	County Population	Incarceration Rate - 2015	Rate Below Statewide	Prisoners Fewer Because Lower	Statewide Share	\$
Contra Costa	1,111,899	0.04%	0.05%	529.30	9.26%	\$ 662,230
California	38,915,880	0.09%		5,715.00	100%	\$ 7,150,281

Total						
					Statewide Share	Total Growth \$
					Contra Costa	1.5042% \$ 1,195,045
					California	100.00% \$ 79,447,570

Friday, September 08, 2017



Local Innovation Subaccount

- The Local Innovation Subaccount exists only at the local level.
- The subaccount—funded by taking a ten percent share of four other specified realignment-related growth accounts—is intended to promote local innovation and county decision making.
- Government Code Section 30029.07 (b) Beginning in the 2015-16 fiscal year, each county treasurer, city and county treasurer, or other appropriate official shall transfer to the Local Innovation Subaccount 10 percent of the moneys received during a fiscal year from each of the following state accounts:
 - (1) The Trial Court Security Growth Special Account.
 - (2) The Community Corrections Growth Special Account.
 - (3) The District Attorney and Public Defender Growth Special Account.
 - (4) The Juvenile Justice Growth Special Account.
- In 2017, counties will transfer 2016-17 growth funds, which are distributed to counties in late October 2017, to the Local Innovation Account.
- Expenditure decisions for the Local Innovation Subaccount are determined by the Board of Supervisors. The subaccount can be used to fund any activity that is otherwise allowable for any of the underlying accounts that fund the innovation subaccount.
- Government Code Section 30025 (f)(15): Notwithstanding any other provision of this section, the moneys in the Local Innovation Subaccount shall be used to fund local needs. The board of supervisors of a county or city and county shall have the authority to spend money deposited in the Local Innovation Subaccount as it would any funds in the Juvenile Justice Subaccount, the District Attorney and Public Defender Subaccount, the Community Corrections Subaccount, or the Trial Court Security Subaccount.

**2016-17 Estimated Growth Allocations
Including Local Innovation Subaccount**

ATTACHMENT A

County	DA/PD Estimate	Youthful Offender Estimate	Juvenile Reentry Estimate	Trial Court Estimate	Community Corrections Estimate	Local Innovation Subaccount (10% of each subaccount)
Alameda	\$ 143,803	\$ 341,325	\$ 22,039	\$ 467,448	\$ 2,422,666	\$ 339,728
Alpine	\$ 1,125	\$ 8,721	\$ -	\$ 265	\$ 4,595	\$ 1,471
Amador	\$ 7,992	\$ 8,721	\$ -	\$ 12,087	\$ 75,669	\$ 10,447
Butte	\$ 40,158	\$ 49,201	\$ 4,132	\$ 40,444	\$ 552,340	\$ 68,628
Calaveras	\$ 5,211	\$ 8,721	\$ -	\$ 7,532	\$ 54,214	\$ 7,568
Colusa	\$ 3,141	\$ 8,721	\$ -	\$ 3,136	\$ 49,694	\$ 6,469
Contra Costa	\$ 75,236	\$ 278,746	\$ 26,744	\$ 290,301	\$ 1,195,045	\$ 186,607
Del Norte	\$ 3,325	\$ 8,721	\$ -	\$ 7,013	\$ 61,952	\$ 8,101
El Dorado	\$ 18,466	\$ 34,368	\$ -	\$ 51,863	\$ 222,252	\$ 32,695
Fresno	\$ 131,928	\$ 345,516	\$ 45,374	\$ 316,646	\$ 2,975,703	\$ 381,517
Glenn	\$ 4,850	\$ 8,721	\$ 2,755	\$ 10,063	\$ 100,668	\$ 12,706
Humboldt	\$ 22,585	\$ 35,693	\$ 5,510	\$ 24,099	\$ 140,475	\$ 22,836
Imperial	\$ 19,414	\$ 58,196	\$ -	\$ 25,995	\$ 565,417	\$ 66,902
Inyo	\$ 2,807	\$ 8,721	\$ 1,377	\$ 7,796	\$ 56,564	\$ 7,726
Kern	\$ 160,062	\$ 278,165	\$ 28,927	\$ 210,811	\$ 1,399,164	\$ 207,713
Kings	\$ 42,157	\$ 72,789	\$ 1,377	\$ 20,201	\$ 843,929	\$ 98,045
Lake	\$ 12,091	\$ 12,849	\$ 1,377	\$ 10,720	\$ 112,486	\$ 14,952
Lassen	\$ 5,640	\$ 8,721	\$ -	\$ 3,453	\$ 54,397	\$ 7,221
Los Angeles	\$ 1,682,657	\$ 2,249,215	\$ 192,844	\$ 3,156,918	\$ 22,298,545	\$ 2,958,018
Madera	\$ 24,768	\$ 43,553	\$ 1,377	\$ 27,796	\$ 639,914	\$ 73,741
Marin	\$ 20,691	\$ 47,418	\$ -	\$ 64,649	\$ 408,743	\$ 54,150
Mariposa	\$ 2,429	\$ 8,721	\$ -	\$ 4,258	\$ 16,152	\$ 3,156
Mendocino	\$ 14,611	\$ 24,206	\$ -	\$ 28,696	\$ 79,842	\$ 14,735
Merced	\$ 36,749	\$ 118,432	\$ 20,662	\$ 60,793	\$ 714,281	\$ 95,092
Modoc	\$ 1,136	\$ 8,721	\$ -	\$ 2,246	\$ 15,502	\$ 2,760
Mono	\$ 1,540	\$ 8,721	\$ -	\$ 10,138	\$ 64,198	\$ 8,460
Monterey	\$ 56,511	\$ 146,515	\$ 13,775	\$ 81,238	\$ 756,797	\$ 105,484
Napa	\$ 15,696	\$ 37,473	\$ -	\$ 34,523	\$ 283,400	\$ 37,109
Nevada	\$ 8,146	\$ 10,216	\$ -	\$ 17,839	\$ 194,020	\$ 23,022
Orange	\$ 346,147	\$ 857,088	\$ 4,132	\$ 913,838	\$ 6,055,331	\$ 817,654
Placer	\$ 43,894	\$ 68,090	\$ 1,377	\$ 81,503	\$ 636,454	\$ 83,132
Plumas	\$ 2,290	\$ 8,721	\$ -	\$ 8,178	\$ 25,139	\$ 4,433
Riverside	\$ 309,360	\$ 427,407	\$ 19,284	\$ 339,220	\$ 6,709,911	\$ 780,518
Sacramento	\$ 193,831	\$ 487,213	\$ 30,564	\$ 543,315	\$ 2,532,450	\$ 378,737
San Benito	\$ 8,019	\$ 9,304	\$ -	\$ 8,231	\$ 143,765	\$ 16,932
San Bernardino	\$ 380,977	\$ 902,483	\$ 10,869	\$ 553,230	\$ 5,398,263	\$ 724,582
San Diego	\$ 374,825	\$ 655,287	\$ 44,176	\$ 715,018	\$ 5,740,690	\$ 752,999
San Francisco	\$ 79,633	\$ 113,625	\$ 11,020	\$ 240,133	\$ 1,240,372	\$ 168,478
San Joaquin	\$ 100,328	\$ 280,282	\$ 6,887	\$ 180,696	\$ 989,100	\$ 155,729
San Luis Obispo	\$ 32,851	\$ 49,609	\$ 1,377	\$ 87,911	\$ 691,713	\$ 86,346
San Mateo	\$ 65,915	\$ 208,393	\$ 1,377	\$ 218,513	\$ 956,884	\$ 145,108
Santa Barbara	\$ 56,958	\$ 120,638	\$ 9,642	\$ 144,467	\$ 993,525	\$ 132,523
Santa Clara	\$ 191,006	\$ 350,518	\$ 4,132	\$ 635,909	\$ 3,580,025	\$ 476,159
Santa Cruz	\$ 25,853	\$ 68,657	\$ 2,755	\$ 63,961	\$ 764,181	\$ 92,541
Shasta	\$ 43,980	\$ 37,615	\$ -	\$ -	\$ 256,950	\$ 33,855
Sierra	\$ 1,125	\$ 8,721	\$ -	\$ 583	\$ 16,329	\$ 2,676
Siskiyou	\$ 6,521	\$ 10,469	\$ 1,377	\$ 13,495	\$ 86,398	\$ 11,826
Solano	\$ 56,423	\$ 124,803	\$ 6,887	\$ 120,739	\$ 386,517	\$ 69,537
Sonoma	\$ 49,520	\$ 78,239	\$ 16,529	\$ 152,041	\$ 604,266	\$ 90,060
Stanislaus	\$ 88,173	\$ 123,072	\$ 16,529	\$ 98,515	\$ 1,530,289	\$ 185,658
Sutter	\$ 17,233	\$ 28,726	\$ -	\$ 11,769	\$ 161,826	\$ 21,955
Tehama	\$ 17,856	\$ 18,238	\$ -	\$ 12,065	\$ 266,558	\$ 31,472
Trinity	\$ 2,123	\$ 8,721	\$ 1,377	\$ -	\$ 27,350	\$ 3,957
Tulare	\$ 83,153	\$ 327,329	\$ 20,551	\$ 120,781	\$ 1,502,507	\$ 205,432
Tuolumne	\$ 8,766	\$ 9,149	\$ -	\$ 21,811	\$ 145,887	\$ 18,561
Ventura	\$ 86,404	\$ 250,247	\$ 2,755	\$ 238,438	\$ 931,118	\$ 150,896
Yolo	\$ 43,619	\$ 65,712	\$ 1,377	\$ 58,166	\$ 644,623	\$ 81,350
Yuba	\$ 14,794	\$ 30,224	\$ 1,377	\$ 11,515	\$ 70,526	\$ 12,844
California	\$ 5,296,505	\$ 10,008,381	\$ 584,628	\$ 10,593,009	\$ 79,447,570	\$ 10,593,009

9/28/2017

ATTACHMENT B

FY 2018/19 CCP Budget Schedule

Major Activity	Due Date	CCP Date	PPC Date	BOS Date	Completed?
Distribute 2018/19 CCP Budget Packet	9/22				✓
Departments Submit Preliminary Budget Proposals	10/23				✓
November 2017 CCP Agenda Packet Published	10/27				✓
November 2017 CCP Meeting - Budget Workshop		11/3			✓
December 2017 CCP Agenda Packet Published	11/24				✓
December 2017 CCP Meeting - Budget Deliberations		12/1			✓
Public Protection Comm. Agenda Packet Published (<i>tentative</i>)	2/1				
Public Protection Comm. - CCP Budget Discussion (<i>tentative</i>)			2/5		
County Budget Materials Due from Departments (<i>tentative</i>)	2/9				
County Recommended Budget available (<i>tentative</i>)	4/6				
Board of Supervisors Budget Hearings (<i>tentative</i>)				4/17	
County Budget Adoption (<i>tentative</i>)				5/8	

as of 11/20/17

**AB 109 PUBLIC SAFETY REALIGNMENT PROGRAM
FY 2018/19 CCP TOTAL REQUEST SUMMARY**

ATTACHMENT C

as of November 22, 2017

PROGRAM EXPENDITURES	2017/18	2018/19 BUDGET REQUEST		
	ONGOING	BASELINE	+ PROG. MOD.	= TOTAL REQUEST
Sheriff				
Salaries & Benefits	6,649,947	7,013,256	-	7,013,256
Inmate Food/Clothing/Household Exp	456,250	456,250	-	456,250
Monitoring Costs	55,000	55,000	-	55,000
IT Support	40,000	40,000	-	40,000
Behavioral Health Court Operating Costs	80,500	80,500	-	80,500
"Jail to Community" Program	208,000	243,650	-	243,650
Inmate Welfare Fund re: FCC Ruling	755,000	755,000	-	755,000
Sheriff Total	8,244,697	8,643,656	-	8,643,656
Probation				
Salaries & Benefits	2,591,428	2,625,279	-	2,625,279
Operating Costs	169,098	172,574	-	172,574
Salaries & Benefits-Pre-Trial Services Program	748,632	784,296	-	784,296
Operating Costs-Pre-Trial Services Program	77,762	77,762	-	77,762
Probation Total	3,586,920	3,659,911	-	3,659,911
Behavioral Health				
Salaries & Benefits	996,180	1,025,137	-	1,025,137
Operating Costs	58,752	58,752	-	58,752
Contracts	1,292,088	1,303,361	-	1,303,361
Vehicle Purchase and Maintenance	22,448	22,448	-	22,448
Travel	10,200	10,200	-	10,200
Behavioral Health Total	2,379,668	2,419,898	-	2,419,898
Health Services--Detention Health Services				
Sal & Ben-Fam Nurse, WCD/MCD	187,537	298,667	-	298,667
Salaries & Benefits-LVN, WCD	294,711	402,595	-	402,595
Salaries & Benefits-RN, MCD	494,004	781,252	79,000	860,252
Sal & Ben-MH Clinic, Spec., WCD/MCD	121,532	142,703	-	142,703
Detention Health Services Total	1,097,784	1,625,217	79,000	1,704,217
Public Defender				
Sal & Ben-Clean Slate/Client Support	397,269	407,197	286,330	693,527
Sal & Ben-ACER Program	872,787	875,646	-	875,646
Sal & Ben-Reentry Coordination	267,971	267,972	62,137	330,109
Sal & Ben-Failure to Appear (FTA) Program	172,575	175,434	175,434	350,868
Sal & Ben-Pre-Trial Services Program	190,401	195,542	97,771	293,313
Stand Together CoCo	500,000	500,000	-	500,000
Operating/Capital Costs	-	-	27,125	27,125
Public Defender Total	2,401,003	2,421,791	648,797	3,070,588
District Attorney				
Salaries & Benefits-Victim Witness Prgrm	109,231	87,881	-	87,881
Salaries & Benefits-Arrestment Prgrm	649,491	682,494	-	682,494
Salaries & Benefits-Reentry/DV Prgrm	693,512	792,950	-	792,950
Salaries & Benefits-ACER Clerk	64,094	72,372	-	72,372
Salaries & Benefits-Gen'l Clerk	63,536	60,399	-	60,399
Operating Costs	86,109	92,638	-	92,638
District Attorney Total	1,665,973	1,788,734	-	1,788,734
EHSD-- Workforce Development Board				
Salaries & Benefits	204,000	204,000	-	204,000
Travel	4,000	4,000	-	4,000
EHSD-WDB Total	208,000	208,000	-	208,000
County Administrator/Office of Reentry and Justice				
Salaries & Benefits	517,079	558,995	(30,415)	528,580
Ceasefire Program Contract	110,000	114,000	-	114,000
Research and Eval. Manager	-	-	155,608	155,608
Data Evaluation & Systems Planning	83,021	83,021	(83,021)	-
Operating Costs	7,500	7,500	-	7,500
CAO/ORJ Total¹	717,600	763,516	42,172	805,688
CCC Police Chief's Association				
Salaries and Benefits-AB109 Task Force	542,880	564,596	-	564,596
Salaries and Benefits-MHET Teams (3)	-	-	423,447	423,447
CCC Police Chiefs' Total	542,880	564,596	423,447	988,043
Community Programs				
Employment Support and Placement Svcs	2,000,000	2,000,000	-	2,000,000
Network System of Services	820,000	940,000	-	940,000
Reentry Success Center	485,000	525,000	-	525,000
Short and Long-Term Housing Access	1,030,000	1,030,000	-	1,030,000
Legal Services	150,000	150,000	-	150,000
Mentoring and Family Reunification	200,000	200,000	-	200,000
Connections to Resources	15,000	15,000	-	15,000
17/18 4% Floor Allocation - TBD	187,201	-	-	-
CAB Support (via ORJ)	-	7,021	-	7,021
18/19 4% COLA - Allocation TBD	-	194,688	-	194,688
Community Programs Total	4,867,201	5,061,709	-	5,061,709
Superior Court				
Salaries and Benefits - Pretrial	208,421	208,421	-	208,421
Superior Court Total	208,421	208,421	-	208,421
TOTAL EXPENDITURES	25,920,149	27,365,449	1,193,416	28,558,865

Notes:

1. ORJ budget as listed includes costs associated with the Community Corrections subaccount only.

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request	
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs
SALARY AND BENEFITS										
Sergeant	Staff Supervision	3.1	297,449	1.00	\$ 313,471.00	1.00			-	-
Deputy Sheriff	Inmate Management	3.1	5,246,280	20.00	\$ 5,524,337.00	20.00			313,471	1.00
Sheriff's Specialist	Alternative Custody progrms	3.1	404,274	3.00	\$ 436,506.00	3.00			5,524,337	20.00
Senior Clerk	Data and Admin Support	3.1	225,478	2.00	\$ 232,242.00	2.00			436,506	3.00
ASA III	Administrative Support	5.1	167,938	1.00	\$ 177,455.00	1.00			232,242	2.00
DSW	Additional Cleaning/Maintenance	3.1	195,339	2.00	\$ 208,214.00	2.00			177,455	1.00
Lead Cook	Food Prep.	3.1	113,189	1.00	\$ 121,031.00	1.00			208,214	2.00
									121,031	1.00
Subtotal			6,649,947	30.00	7,013,256	30.00	-	-	\$ 7,013,256	30.00
OPERATING COSTS										
FOOD/CLOTHING/HOUSEHOLD	Inmate Management/Welfare	3.1	456,250		\$ 456,250.00				-	
MONITORING COSTS	Inmate Monitoring	3.1	55,000		\$ 55,000.00				456,250	
IT SUPPORT	Tech. Support	3.1	40,000		\$ 40,000.00				55,000	
Behavioral Health Crt. Ops.	Overhead for Behavioral Health Court	3.3	80,500		\$ 80,500.00				40,000	
Program Administration	Jail-to-Communities Programs	5.3	208,000		\$ 243,650.00				80,500	
Program Services	Inmate Program Services		755,000		\$ 755,000.00				243,650	
			-						755,000	
			-						-	
			-						-	
Subtotal			1,594,750		1,630,400		-	-	\$ 1,630,400	
CAPITAL COSTS (ONE-TIME)										
									-	
									-	
									-	
Subtotal			-		-		-	-	-	
Total			\$ 8,244,697	30.00	\$ 8,643,656	30.00	\$ -	-	\$ 8,643,656	30.00

- Page 18 of 421

PROGRAM NARRATIVE:

The above funding requests reflect a maintenance of 18/19 staffing, operations and programs, with no request for capital costs.

DEPARTMENT: Sheriff***2018/19 Baseline Request*****FY 2018-2019 SERGEANT (1)**

Maintains same staffing approved for 17-18; increased personnel costs reflect rise in projected salary and benefits costs

FY 2018-2019 DEPUTY SHERIFF (16)* Facilities, (2) Transportation, (1) Classification, (1) Behavioral Health Court

Maintains same staffing approved for 17-18; increased personnel costs reflect rise in projected salary and benefits costs

* (16) = (5) MDF + (2) MDF freetime; (5) WCDF + (2) WCDF freetime + (2) WCDF female freetime

FY 2018-2019 SPECIALIST (3)

Maintains same staffing approved for 17-18; increased personnel costs reflect rise in projected salary and benefits costs

FY 2018-2019 SENIOR CLERK (2)

Maintains same staffing approved for 17-18; increased personnel costs reflect rise in projected salary and benefits costs

FY 2018-2019 ASA III - Inmate Programs (1)

Maintains same staffing approved for 17-18; increased personnel costs reflect rise in projected salary and benefits costs

FY 2018-2019 DETENTION SERVICE WORKER - DSW (2)

Maintains same staffing approved for 17-18; increased personnel costs reflect rise in projected salary and benefits costs

FY 2018-2019 LEAD COOK (1)

Maintains same staffing approved for 17-18; increased personnel costs reflect rise in projected salary and benefits costs

FY 2018-2019 Food/Clothing/Household

Funding for food, clothing, and household expenses to meet inmates' needs and Title 15 requirements. These ongoing cost estimates are calculated from a Food/Clothing Services budget of approximately \$4.1 million.

FY 2018-2019 Monitoring Costs

These costs are primarily related to the Custody Alternative Facility and the ongoing costs associated with the monitoring through contracts with SCRAM and 3M for alternative custody devices. This program enables defendants to remain out of physical/hard custody while being monitored (e.g.: electronically) under provisions recommended by the Court.

FY 2018-2019 IT Support

The ongoing costs associated with the Sheriff's Office and contracts for IT support, which includes installation and maintenance for the alternative custody devices, Jail Management System maintenance, and other computer and electronic requisites supported by the Sheriff's Technical Services Division.

FY 2018-2019 Behavioral Health Court

This item is to support the ongoing costs of the Behavioral Health Court as it currently exists, to include vehicle, rent, IT support, phones, PG&E, repairs, limited supplies, cell phones, computers, drug testing, and Deputy annual training classes

FY 2018-2019 Program Administration Costs

The Sheriff's Office was awarded \$208,000 in FY 17-18 to administer "Jail to Community" programs in the detention facilities. Men and Women of Purpose has requested a 23% increase of \$35,650 due to their expanded service to all three Sheriff's custody facilities. Thus, the requested total for 18-19 is 243,650.

FY 2018-2019 Program Services

The Sheriff's Office was awarded \$755,000 in FY 17-18 for inmate program services in the detention facilities. Once the contract with Global Tel Link is finalized, the Sheriff's Office will receive no further revenue from the phones. The \$755,000 offsets the loss of revenue from commissions that Office of the Sheriff will no longer be receiving from the new contract.

**Contra Costa County Community Corrections Partnership
2018/19 AB109 Budget Proposal Form**

Department: Probation Department

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request	
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs
SALARY AND BENEFITS									-	-
Director Field Services	Post-release Community Supervision	5.1	27,711	0.10	28,404	0.10			28,404	0.10
Probation Manager	Post-release Community Supervision	5.1	51,041	0.20	52,317	0.20			52,317	0.20
Probation Supervisor I	Post-release Community Supervision	5.1	223,944	1.00	226,792	1.00			226,792	1.00
Deputy Probation Officer III	Post-release Community Supervision	5.1	2,148,521	12.00	2,200,909	12.00			2,200,909	12.00
DPO III Overtime	Post-release Community Supervision	5.1	25,750	N/A	25,750	N/A			25,750	N/A
Clerk	Post-release Community Supervision	5.1	79,460	1.00	81,866	1.00			81,866	1.00
IT Support	Post-release Community Supervision	5.1	8,242	0.06	9,241	0.06			9,241	0.06
17/18 4% Floor Allocation			26,759	N/A					-	-
Subtotal			2,591,428	14.36	2,625,279	14.36	-	-	\$ 2,625,279	14.36
OPERATING COSTS									-	-
Office Expense	Post-release Community Supervision	5.1	3,090		1,500				1,500	
Communication Costs	Post-release Community Supervision	5.1	10,300		10,609				10,609	
Minor Furniture/Equipment	Post-release Community Supervision	5.1	1,545		30,000				30,000	
Minor Computer Equipment	Post-release Community Supervision	5.1	25,750		2,476				2,476	
Food	Post-release Community Supervision	5.1	10,300		4,250				4,250	
Client Expenses/Incentives	Post-release Community Supervision	5.1	17,688		15,000				15,000	
Contracts	Post-release Community Supervision	5.1	-		-				-	
Data Processing Services/Supplies	Post-release Community Supervision	5.1	7,725		7,957				7,957	
Travel/Training	Post-release Community Supervision	5.1	10,300		15,910					
Warrant Pick-up	Post-release Community Supervision	5.1	-		-				-	
Annual Vehicle Operating Expenses (ISF)	Post-release Community Supervision	5.1	82,400		84,872				84,872	
Subtotal			169,098		172,574		-		\$ 172,574	
CAPITAL COSTS (ONE-TIME)									-	-
<i>e.g. Vehicle Purchases (2)</i>									-	-
Subtotal			-		-		-		-	
Total			\$ 2,760,526	14.36	\$ 2,797,853	14.36	\$ -	-	\$ 2,797,853	14.36

1. FY 2018/19 Status Quo Request reflects the FY 2017/18 Funding Allocation.

2. FY 2018/19 Baseline Request should reflect the cost of continuing programs in the FY 2018/19 Status Quo column in 2018/19 dollars.

3. FY 2018/19 Program Modification Request should reflect proposals for the cancellation of existing programs and/or funding of new programs for FY2018/19.

PROGRAM NARRATIVE:

Please provide a narrative describing the programming is being proposed on the AB 109 Budget Proposal Form.

DEPARTMENT: Probation Department***2018/19 Baseline Request***

The Probation Department's proposed FY 2018/19 allocation of \$2,797,853 will provide the following level of service:

Salary and Benefit costs of \$2,625,279 are requested for:

- One (1) FTE Probation Supervisor
- Twelve (12) FTE Probation Officers
 - The case load for each AB 109 Deputy Probation Officer (DPO) is 40 to 45 people
 - This includes a dedicated DPO to process the reentry of those being released from prison and local jail. This will include but is not limited to completion of the CAIS risk needs assessment tool, and begin the process to ensure the most seamless transition from being in custody and returning to our communities.
- Projected Overtime for AB 109 DPOs
- One (1) FTE clerk
- Partial FTEs for additional management supervision and IT support.

Operating costs of \$172,574 are requested for:

- \$172,574 for ongoing vehicle maintenance, equipment, travel, training, communication costs, data processing services, incentives for probation clients including bus/BART tickets and food for weekly "Thinking for a Change" meetings.

2018/19 Program Modification Request

Probation is not requesting any modifications for FY 2018/19

**Contra Costa County Community Corrections Partnership
2018/19 AB109 Budget Proposal Form**

Department: Pre-Trial Pilot Project (Probation and Public Defender Departments)

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request	
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs
SALARY AND BENEFITS										
Deputy Probation Officer III	Pre-Trial Services Program	1.2	664,786	4.00	705,689	4.00			705,689	4.00
Clerk	Pre-Trial Services Program	1.2	76,116	1.00	78,607	1.00			78,607	1.00
Legal Assistant (Public Defender)	Pre-Trial Services Program	1.2	190,401	2.00	195,542	2.00	97,771	1.00	293,313	3.00
17/18 4% Floor Allocation			7,730	N/A					-	-
Subtotal			939,033	7.00	979,838	7.00	97,771	1.00	\$ 1,077,609	8.00
OPERATING COSTS										
Office Expense	Pre-Trial Services Program	1.2	12,762		12,762				12,762	
Travel/Training	Pre-Trial Services Program	1.2	10,000		10,000				10,000	
Contract	Pre-Trial Services Program	1.2	55,000		55,000				55,000	
Subtotal			77,762		77,762		-		\$ 77,762	
CAPITAL COSTS (ONE-TIME)										
<i>e.g. Vehicle Purchases (2)</i>									-	
Subtotal			-		-		-		-	
Total			\$ 1,016,795	7.00	\$ 1,057,600	7.00	\$ 97,771	1.00	\$ 1,155,371	8.00

1. FY 2018/19 Status Quo Request reflects the FY 2017/18 Funding Allocation.

2. FY 2018/19 Baseline Request should reflect the cost of continuing programs in the FY 2018/19 Status Quo column in 2018/19 dollars.

3. FY 2018/19 Program Modification Request should reflect proposals for the cancellation of existing programs and/or funding of new programs for FY2018/19.

PROGRAM NARRATIVE:

Please provide a narrative describing the programming is being proposed on the AB 109 Budget Proposal Form.

DEPARTMENT: Probation Pre-Trial***2018/19 Baseline Request***

The Pre-Trial Program's proposed FY 2018/19 allocation of \$1,057,600 will provide the following level of service:

Salary and Benefit costs of \$979,838 are requested for:

- Four (4) FTE Probation Officers
- One (1) FTE Clerk (Probation)
- Two (2) FTE Legal Assistants (Public Defender)

Operating costs of \$77,762 are requested for:

- One-year contract in the amount of \$55,000 for Pre-Trial program evaluation.
- \$10,000 for Travel & Training.
- \$12,762 for Office Expenses.

2018/19 Program Modification Request

For FY 2018/19, the Public Defender's Office is requesting funding for an additional legal assistant at a cost of approximately \$97,771. The PTS budget currently funds 2 PD Legal Assistants, one assigned to Richmond court and one assigned to Martinez court. Starting in January of 2018, the Superior Court is moving all East County arraignments from Martinez court to Pittsburg court. An additional PD Legal Assistant will be needed in Pittsburg arraignment court in order to maintain current arraignment court coverage levels and to ensure that all eligible individuals continue to be interviewed by the PTS team.

Contra Costa County Community Corrections Partnership
2018/19 AB109 Budget Proposal Form

Department: Behavioral Health Division

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request	
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs
SALARY AND BENEFITS										
Patient Financial Specialist			133,396	1.50	137,398	1.50			137,398	1.50
Case Managers Homeless			101,754	2.00	104,807	2.00			104,807	2.00
Registered Nurse			185,683	1.00	190,325	1.00			190,325	1.00
Mental Health Clinical Specialists			423,125	3.00	435,819	3.00			435,819	3.00
Community Support Workers			133,185	2.00	137,181	2.00			137,181	2.00
Psychiatrist			58,240	0.20	59,696	0.20			59,696	0.20
Clerk			80,591	1.00	83,009	1.00			83,009	1.00
Evaluators/Planners			43,166	0.30	44,461	0.30			44,461	0.30
Program Supervisors			40,200	0.30	41,406	0.30			41,406	0.30
Substance Abuse Counselor			103,994	2.00	107,114	2.00			107,114	2.00
Subtotal			1,303,334	13.30	1,341,214	13.30	-	-	\$ 1,341,214	13.30
OPERATING COSTS										
Homeless Shelter Beds			100,000		100,000				100,000	
Transitional Housing (AODS)			133,488		133,488				133,488	
Residential Drug Facility (AODS)			446,996		446,996				446,996	
Outpatient (AODS)			130,071		130,071				130,071	
Lab & Pharmacy			127,379		127,379				127,379	
Mental Health Services			-		-				-	
Deputy Sheriff			47,000		49,350				49,350	
Vehicle Operating (ISF Fee)			22,448		22,448				22,448	
Travel Expenses			10,200		10,200				10,200	
Occupancy Costs			58,752		58,752				58,752	
Subtotal			1,076,334		1,078,684		-	-	\$ 1,078,684	
CAPITAL COSTS (ONE-TIME)										
e.g. Vehicle Purchases (2)									-	
Subtotal			-		-		-	-	-	
Total			\$ 2,379,668	13.30	\$ 2,419,898	13.30	\$ -	-	\$ 2,419,898	13.30

1. FY 2018/19 Status Quo Request reflects the FY 2017/18 Funding Allocation.
2. FY 2018/19 Baseline Request should reflect the cost of continuing programs in the FY 2018/19 Status Quo column in 2018/19 dollars.
3. FY 2018/19 Program Modification Request should reflect proposals for the cancellation of existing programs and/or funding of new programs for FY2018/19.

PROGRAM BUDGET NARRATIVE

2018/19 Status Quo Request

The Behavioral Health Division requests \$2,419,898 to provide forensic services, substance abuse treatment options, assistance with establishing a medical/health home, emergency and transitional housing, and benefits assistance to individuals referred from County Probation that have been released from state prison on post release community supervision, as well as, individuals released from county facilities on mandatory supervision.

2018/19 New Funding Request

No new funding request for FY 18/19 fiscal year.

SALARY AND BENEFITS - \$ 1,390,564

Direct Service Staff

Registered Nurse (1 FTE)

The Registered Nurse with psychiatric background provides single point access for medication evaluations, assessments for adherence and effectiveness, medication education, and linkage to medical care. The Forensic Services nurse coordinates with the Mental Health Clinical Specialist, Psychiatrist and Probation Officers to address the individual needs of the criminal-justice involved consumer. As the population is increasing, there is a need for additional nursing hours for comprehensive coordination to navigate multiple systems of care.

Mental Health Clinical Specialist (3 FTE)

Mental Health Clinical Specialists conduct psychiatric assessments for co-occurring disorders, forensic case management, including interventions addressing criminogenic factors, coordination and information sharing with County Probation, and co-facilitation of *Thinking for a Change* probation groups. One clinician will specialize in working with domestic violence and sex offender populations.

Psychiatrist (.2 FTE)

The Forensic Nurse Practitioner is a substitute for the psychiatrist. The NP provides medication evaluations and prescriptions for psychotropic medications for probation referred clients who are not currently connected to a county mental health clinic. The NP is able to provide services while the Forensic team works to stabilize probation clients and lower their risk in the community. In addition, the NP provides consultation to the Forensic RN, the Mental Health Clinical Specialists, and Probation Officers regarding ongoing treatment options and prognosis for psychiatric disorders and effectiveness of medications in relation to substance use for individuals with dual diagnosis. This position is a 12 hour/week position.

Substance Abuse Counselor (2 FTE)

The Substance Abuse Counselor conducts screenings to determine acuity and the best level of care ; provides individual and group counseling; engages individuals in treatment; develops and implements action plans related to substance abuse intervention and rehabilitation; instructs clients and the community on theories and treatment of substance abuse; supports and collaborates with the Forensic Team members; communicates with alcohol and other drugs system of care providers to determine and reassess adjustments in levels of care; enters data and reports on utilization of services; maintains a client case load of 30 monthly direct counseling contacts. The Counselor meets with clients at detention facilities, Forensic Mental Health , Reentry Success Center, Homeless Shelters, and anywhere in the community as needed by the client.

Patient Financial Specialist (formerly the SSI Coordinator/Benefits Specialist - 1.5 FTE)

The SSI Coordinator/Benefits Specialist performs duties that include completing and submitting SSI/SSDI applications for those who may be eligible, assisting clients in submitting Medi-Cal, General Assistance or other benefits in which they may be entitled; and linking them to emergency housing. The Benefits Specialist works with AB109 clients residing in the shelter or referred directly through Probation who may be living in the community. This position also operates as a key member of the Forensic Services team.

Case Manager (2 FTE)

Case Managers will provide one-on-one intensive case management services to assist to re-entry residents to successfully integrate back into the community. Services provided include assistance³ in securing permanent housing, linkages to education and employment services, life skills education and development, and linkages to primary health care. In addition, AB109 dedicated shelter case managers will work closely with the Forensic Team to coordinate case plans around their housing and other supports.

Community Support Workers (2 FTE)

The Community Support Workers (CSW) collaborate with the consumers to encourage community engagement from a peer perspective. The CSWs support consumers through Health Care Navigation activities, Seeking Safety and individual WRAP sessions.

Administration/Support Staff

Senior Clerk (1 FTE)

The Senior Clerk will provide administrative unit support, including monthly Medi-Cal checks, reviewing various pharmacy reports, database management, coordinating scheduling, and outreach contact on behalf of the Forensic Team.

Planner/Evaluator (.3 FTE)

The Planner/Evaluator will gather, tabulate and analyze data relative to services and provide data outcomes. The Planner/Evaluator may conduct needs assessment, and will provide additional data tracking, including, but not limited to, SSI status, housing status, Mental Health-AOD-Homeless Referrals, as collaborating across Homeless, AOD, and Mental Health to pull data regarding interagency service provider utilization.

Program Supervisors (.3 FTE)

The Program Supervisor attends administrators meetings, receives and processes shelter referrals from probation, reviews utilization reports, and provides supervision to AB109 shelter case managers.

Deputy Sheriff (.25 FTE)

The Deputy Sheriff will provide security to staff located at the Forensic Services office, as well as provide guidance for site and personal security. Costs associated with this position will be shared amongst co-located units.

OPERATING COSTS - \$1,029,334

Shelter beds

Ten beds are dedicated for homeless AB109 clients on a first come, first served basis. Shelter services include meals, laundry, case management, healthcare, and other support services.

Recovery Residences (Sober Living Environment)

Four beds are dedicated to AB109 clients who are homeless and have recently graduated from residential or outpatient substance use disorders treatment programs at Uilkema House. Residents may stay for up to 24 months and will receive a variety of self-sufficiency services and recovery supports.

Residential Treatment

Residential Substance Use Disorders (SUD) treatment will be provided for up to 95 clients with an estimated number of 6550 bed days . These services will be provided in the community by Discovery House -a county operated program, and through other community-based SUD providers under a contract with Behavioral Health's Alcohol and Other Drug Services. With the implementation of the Drug Medi-Cal (DMC) Waiver, AOD anticipates an increase on the number of clients projected to be served as we transition from current length of stays which are typically 90-days, to a client-centered treatment approach in alignment with the American Society of Addiction Medicine (ASAM) Criteria. The ASAM Criteria determines client placement in SUD treatment across levels of care based on individual needs and client's readiness for treatment.

Outpatient Treatment

Outpatient treatment will be available for up to 48 clients. Outpatient services will be provided through community-based SUD providers under a contract with Behavioral Health's Alcohol and Other Drug Services. Outpatient services consist of individual and group counseling sessions. Similar to residential treatment, under the provisions of the DMC Waiver client placement in outpatient services is determined by the ASAM Criteria based on individual needs and client's readiness for treatment. Accordingly, the duration of treatment is driven by medical necessity rather than a fixed length of stay. Outpatient treatment accompanied by Recovery Residences, promote client self-sufficiency, health and recovery.

Pharmacy/Lab

Includes medication and lab fees for AB109 clients who are not covered by insurance.

ISF Fee

ISF is an annual fee for vehicle maintenance, insurance, and replacement. ISF charge will allow for replacement of the vehicle at the end of the vehicle life (90,000 miles) at no cost to the department.

Occupancy

Occupancy costs will provide office and meeting space for Forensic Services staff to meet with clients. Occupancy costs include rent and tenant improvements. It does not include other items such as utilities, telephone or data lines.

Travel Expenses

Funds will be used to offset travel expenses such as mileage reimbursement and bridge tolls to meetings and clinical appointments on behalf of AB109 clients.

CAPITAL COSTS (ONE-TIME) - \$0

No one-time capital costs are requests for FY 18/19.

Contra Costa County Community Corrections Partnership
2018/19 AB109 Budget Proposal Form

Department: Health Services Detention Health Services

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request	
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs
SALARY AND BENEFITS									-	-
Family Nurse Practitioner	MDF/WCDF/MCDF	3.3	\$ 187,537.00	1.00	\$ 298,666.67	1.00			\$ 298,666.67	1.00
Licensed Vocational Nurse	West County Detention	3.3	\$ 294,711.00	2.80	\$ 402,594.62	2.80			\$ 402,594.62	2.80
Registered Nurse	MDF/WCDF/MCDF	3.3	\$ 494,004.00	2.80	\$ 781,251.89	2.80	\$ 79,000.00	0.40	\$ 860,251.89	3.20
Mental Health Clinical Specialist	WCDF	3.3	\$ 121,532.00	1.00	\$ 142,703.37	1.00			\$ 142,703.37	1.00
									\$ -	-
									\$ -	-
Subtotal			\$ 1,097,784.00	7.60	\$ 1,625,216.55	7.60	\$ 79,000.00	0.40	\$ 1,704,216.55	8.00
OPERATING COSTS									-	-
									-	-
									-	-
									-	-
									-	-
									-	-
									-	-
									-	-
Subtotal			-		-		-		\$ -	
CAPITAL COSTS (ONE-TIME)									-	-
									-	-
									-	-
Subtotal			-		-		-		-	
Total			\$ 1,097,784	7.60	\$ 1,625,217	7.60	\$ 79,000	0.40	\$ 1,704,217	8.00

1. FY 2018/19 Status Quo Request reflects the FY 2017/18 Funding Allocation.

2. FY 2018/19 Baseline Request should reflect the cost of continuing programs in the FY 2018/19 Status Quo column in 2018/19 dollars.

3. FY 2018/19 Program Modification Request should reflect proposals for the cancellation of existing programs and/or funding of new programs for FY2018/19.

DEPARTMENT: HEALTH SERVICES - DETENTION HEALTH SERVICES***2018/19 Baseline Request*****PROGRAM NARRATIVE:**

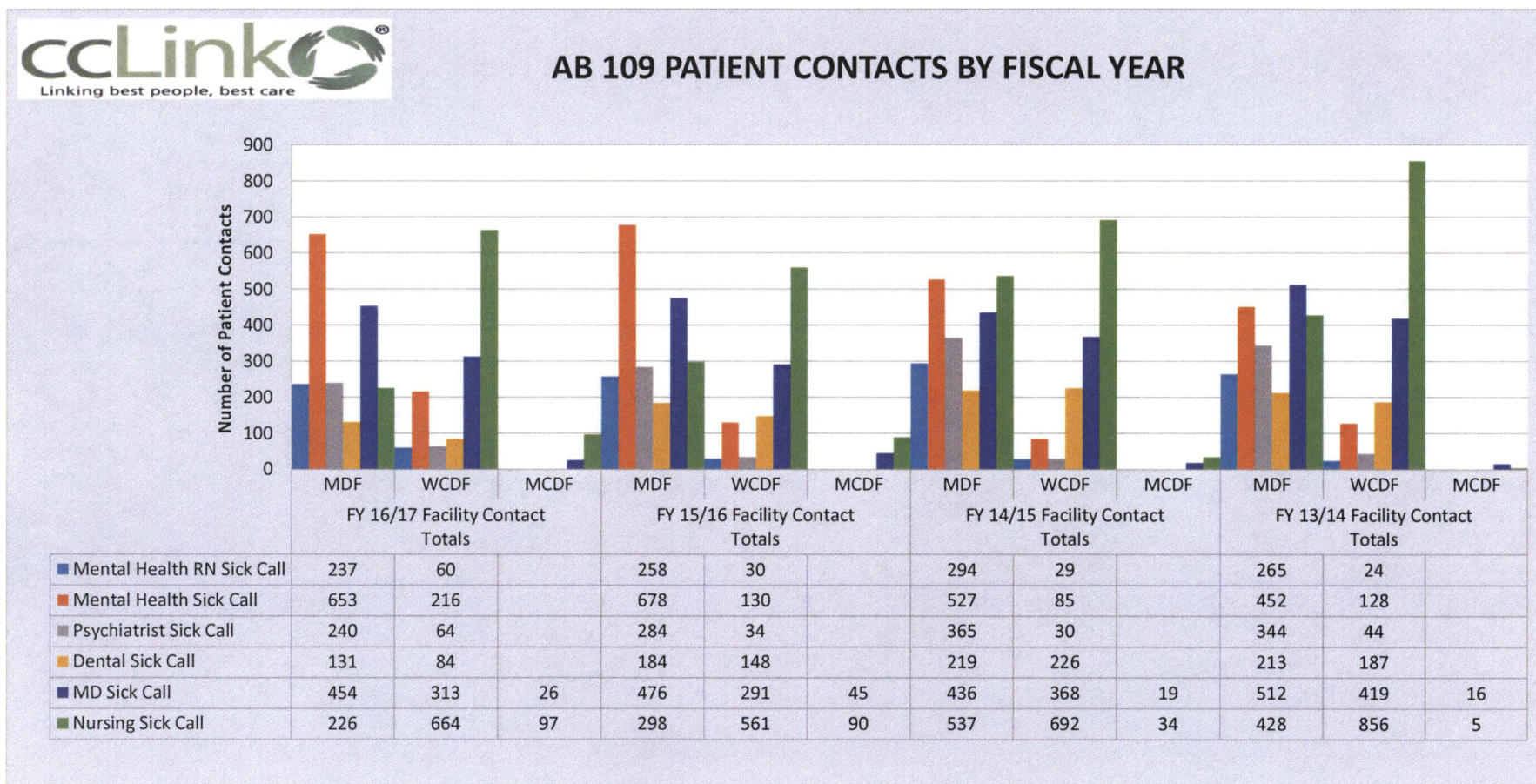
Contra Costa County Health Services - Detention Health Services requests baseline funding of \$1,625,217, from the Contra Costa County Community Corrections Partnership Executive Steering Committee. This request is based on FY 17/18 salaries and benefits plus a 3% COLA. Of note, FY 17/18 CCP funding of \$1,097,784 for Detention Health Services AB109 budget is forecast to be less than projected expenditures, therefore, a variance of \$321,158 in funding is expected for FY 17/18. This variance is based on negotiated salary and benefits increases for included positions for both FY 16/17 and FY 17/18.

The FY 18/19 CCP budget request assures Detention Health Services funding to continue the provision of medical and mental health services to AB109 inmate/patients housed in the County's adult detention facilities. These services are provided in accordance with the Board of State Community Corrections - Title 15, Division 1, Chapter 1, Subchapter 4, Article 11 - Minimum Standards for Local Detention Facilities - Medical/Mental Health Services. Detention Health Services provides medical/mental health/dental services to inmate/patients housed at the Martinez Detention Facility, West County Detention Facility and the Marsh Creek Detention Facility. The Detention Health Services division budget is funded solely by County General Funds.

Salary and Benefit costs of \$1,625,217 for the following positions:

- **Family Nurse Practitioner - 1 FTE - West County Detention/Marsh Creek Detention/Martinez Detention.** This provider delivers assessment and ongoing medical care to patients housed at MDF/WCDF/MCDF. Additionally, this provider assists and communicates with internal and external agencies in coordinating discharge planning/re-entry health needs.
- **Licensed Vocational Nurse - 2.8 FTE West County Detention** - These FTEs provide direct and on-going medication delivery and medication support to inmates at the West County Detention. 2.8 FTE provides medication nurses for both the am and pm shifts, seven days a week. Additional staffing was needed based on the direct increase of medication administration post AB 109 inmate's arrival to West County Detention in October of 2011.
- **Registered Nurse - 2.8 FTE West County Detention/Martinez Detention/Marsh Creek Detention.** Detention Health Services provides nursing coverage to patients housed at all of the County's Adult Detention Facilities. The rationale for this request is based on the on-going additional needs/services provided to the AB109 population which are housed in the County's Adult Detention Facilities - During the FY 16/17, RN staffing at the Marsh Creek Detention was increased from 5 days a week to 7 days a week. In order to accommodate the increased services required by the additional inmate/patients housed at the Martinez Detention, West County and the Marsh Creek Detention Facility, Detention Health Services has had to increase its RN FTEs to be able to provide timely and appropriate medical care.
- **Mental Health Clinical Specialist - 1 FTE West County Detention.** This clinician assists in providing direct mental health services and care to the inmate/patients housed at both the West County Detention Facilities. Additionally, this clinician will assist internal and external agencies in coordinating discharge planning and medical/mental health/medication information for inmates prior to their release to the community. Currently this Clinician is engaged with the Transitions Health Care Team based at the West County Health Center in San Pablo assisting patients with medical/mental health care upon re-entering the community.

The graph below provides data on patient contact services provided to the AB109 inmate/patients housed at the County's adult detention facilities. **Source ccLink**



2018/19 Program Modification Request

Salary and Benefits costs of \$79,000 for the following position:

- **Registered Nurse - .40 FTE - Marsh Creek Detention/West County Detention/Martinez Detention Facilities.**

Detention Health Services original request for funding to the CCP in April of 2013, included funding for six registered nurse positions - 2 32/40 hour positions, 2 24/40 hour positions and one 16/40 hour position. These positions were created/submitted by the CAO's Office in the Requested Position Adjustment dated 6/25/13, which originally established all Detention Health Services AB109 staff positions. The funding for position number 15518, a 16/40 hour RN position was withdrawn from funding during the FY 14/15 budget proposal process. Position 15518 continues to remain vacant - Detention Health Services requests \$79,000 in funding to hire staff into this position to assist in the provision of health care for detained patients.

**Contra Costa County Community Corrections Partnership
2018/19 AB109 Budget Proposal Form**

Department: Public Defender

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request				
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs			
SALARY AND BENEFITS													
Deputy Public Defender IV	ACER	1.2, 2.1	535,942	2.00	535,942	2.00	-	-	535,942	2.00			
Deputy Public Defender III	ACER	1.2, 2.2	120,758	0.50	120,758	0.50	-	-	120,758	0.50			
Deputy Public Defender III	ACER	1.2, 2.2	120,758	0.50	120,758	0.50	-	-	120,758	0.50			
Legal Assistant	ACER	1.2	95,329	1.00	98,188	1.00	-	-	98,188	1.00			
Deputy Public Defender II	Clean Slate	5.2	67,656	0.50	67,656	0.50	-	-	67,656	0.50			
Legal Assistant	Clean Slate	5.2	190,658	2.00	196,376	2.00	-	-	196,376	2.00			
Social Worker	Client Support	5.3	138,955	1.00	143,165	1.00	-	-	143,165	1.00			
Deputy Public Defender IV	Reentry Coordinator	2.1-2.3, 3.3, 4.1, 5.1	267,971	1.00	267,972	1.00	-	-	267,972	1.00			
Deputy Public Defender - Special Assignment	FTA Reduction Program	1.2, 5.3	77,246	1.00	77,246	1.00	-	-	77,246	1.00			
Legal Assistant	FTA Reduction Program	1.2, 5.3	95,329	1.00	98,188	1.00	-	-	98,188	1.00			
Deputy Public Defender - Special Assignment	FTA Reduction Program	1.2, 5.3	-	-	-	-	77,246	1.00	77,246	1.00			
Legal Assistant	FTA Reduction Program	1.2, 5.3	-	-	-	-	98,188	1.00	98,188	1.00			
Social Worker	Client Support	5.3	-	-	-	-	143,165	1.00	143,165	1.00			
Social Worker	Client Support	5.3	-	-	-	-	143,165	1.00	143,165	1.00			
Clerk Experienced Level	Reentry Program Support	1.2, 2.1, 5.2, 5.3,	-	-	-	-	62,137	1.00	62,137	1.00			
Subtotal			1,710,602	10.50	1,726,249	10.50	523,901	5.00	\$ 2,250,150	15.50			
OPERATING COSTS													
Training/Travel		-	-		-		10,000		10,000				
Clean Slate event supplies		-	-		-		845		825				
Mileage		-	-		-		9,379		9,379				
Postage for FTA Reduction Program		-	-		-		1,176		1,176				
Promotional Materials Clean Slate		-	-		-		925		925				
Subtotal			-		-		22,325		\$ 22,325				
CAPITAL COSTS (ONE-TIME)													
Laptop purchase		-	-		-		4,800		4,800				
Subtotal			-		-		4,800		4,800				
Total						\$ 1,710,602	10.50	\$ 1,726,249	10.50	\$ 551,026	5.00	\$ 2,277,275	15.50

1. FY 2018/19 Status Quo Request reflects the FY 2017/18 Funding Allocation.

2. FY 2018/19 Baseline Request should reflect the cost of continuing programs in the FY 2018/19 Status Quo column in 2018/19 dollars.

3. FY 2018/19 Program Modification Request should reflect proposals for the cancellation of existing programs and/or funding of new programs for FY2018/19.

PROGRAM NARRATIVE:

Please provide a narrative describing the programming is being proposed on the AB 109 Budget Proposal Form.

DEPARTMENT: Public Defender**2018/19 Baseline Request**

1. ACER. Salary and benefits costs of \$875,576 are requested for (2) FTE Deputy Public Defender IVs, (2) .5 FTE Deputy Public Defender III, and (1) FTE Legal Assistant. This program provides for early representation of in-custody clients at the first court appearance. The program furthers the goals of reducing recidivism, reducing pretrial detention rates, reducing unnecessary court appearances, and facilitating early disposition of cases.

2. Social Worker. Salary and benefits costs of \$143,165 are requested for (1) FTE Social Worker. The Public Defender Social Worker provides social histories and needs assessments for adult clients to support appropriate case dispositions and to refer clients to services that will result in successful case outcomes and reduce recidivism. The program furthers the goals of providing and enhancing integrated programs and services for successful reentry.

3. Clean Slate. Salary and benefits costs of \$264,032 are requested for (2) FTE Clean Slate Legal Assistants and (1) .5 FTE Deputy Public Defender II. The .5 FTE Clean Slate attorney represents Clean Slate clients in litigating their record clearance cases. One of the Clean Slate Legal Assistants is dedicated to handling Expungements and the other Clean Slate Legal Assistant is dedicated to handling Prop 47/Prop 64 cases. The Clean Slate Program provides record clearance services county-wide. The program furthers the goals of reducing recidivism, providing and enhancing integrated programs and services for successful reentry.

4. FTA Reduction Program/Early Representation Program. Salary and benefits costs of \$175,434 are requested for (1) Deputy Public Defender – Special Assignment Attorney and (1) FTE Legal Assistant. This program furthers the goal of reducing recidivism, reducing pretrial detention rates, reducing unnecessary court appearances, and facilitating early disposition of cases.

5. Reentry Coordinator. Salary and benefits costs of \$267,971 are requested for (1) FTE Reentry Coordinator. The Reentry Coordinator supervises the Reentry Programs Unit and coordinates the Public Defender's work with various reentry programs countywide in order to continue and expand our outreach to CBOs, other county agencies, and the greater community to support reentry services for our client population. This program furthers the goal of reducing recidivism, reducing pretrial detention rates, reducing unnecessary court appearances, and facilitating early disposition of cases.

2018/19 Program Modification Request

1. FTA Reduction Program/Early Representation Program. Salary and benefits costs of \$175,434 are requested for (1) FTE Deputy Public Defender – Special Assignment Attorney and (1) FTE Public Defender Legal Assistant. This Program is currently operating in East and West County and has dramatically reduced failures to appear in court and the associated costs of arrest and incarceration systemwide, as well as reduced the far reaching collateral consequences to those who were arrested. An Early Representation Program site in Central County in partnership with the Concord Police Department would allow us to provide early legal services to central county residents and to reduce FTA rates on central county cases. This program furthers the goals of reducing recidivism, reducing pretrial detention rates, reducing unnecessary court appearances, and facilitating early disposition of cases.

2. Social Worker. Salary and benefits costs of \$286,330 are requested for (2) FTE Social Workers. One of the Social Workers will work with the Juvenile and Transitional-Aged Youth population in order to provide early intervention in those cases and to ensure a smooth and coordinated reentry after they are released from custody. The other Social Worker will work with the approximately 607 individuals eligible for Youth Offender Parole Hearings who will be represented by the Public Defender's Office at their *Franklin* hearings in Contra Costa Superior Court. Our social workers will encourage releases from custody and reduce recidivism by aiding successful reentry and reintegration for those released. The program furthers the goals of reducing recidivism, reducing pretrial detention rates, and providing and enhancing integrated programs and services for successful reentry.

3. Clerk Experienced Level. Salary and benefits costs of \$62,137 are requested for (1) FTE Clerk Experienced Level. The Reentry Programs Unit at the Office of the Public Defender houses the Clean Slate Program, the Early Representation Program, the Arraignment Court Early Representation Program, a Reentry Social Worker and a Reentry Coordinator. The Unit currently has no dedicated clerical support and is in need of clerical support and assistance with tracking reentry data for quarterly reporting obligations, opening and closing files for these programs, assisting with client communication and many other clerical or support level tasks that come with the successful administration of these programs. This position would further the goals of reducing recidivism, reducing pretrial detention rates, reducing unnecessary court appearances, and facilitating early disposition of cases.

4. Operating costs. Ongoing operating costs of \$22,325 are requested for: training and travel for Reentry Unit attorneys and Legal Assistants, Clean Slate event supplies, mileage for Reentry Unit staff, postage for the Early Representation Program, and promotional materials for the Clean Slate and Early Representation Programs. One time costs of \$4800 are requested for 4 laptops, 2 for Clean Slate staff and 2 for the Early Representation Program staff.

Proposal for Public Defender Reentry Programs Clerk

Submitted to the Community Corrections Partnership by the Office of the Public Defender
October 20, 2017

1. Request

The Office of the Public Defender is requesting funding for 1 FT Clerk Experienced Level to support the Reentry Programs Unit at the Office of the Public Defender.

2. Need

The Reentry Programs Unit at the Office of the Public Defender houses the Clean Slate Program, the Early Representation Program, the Arraignment Court Early Representation Program, a Reentry Social Worker and a Reentry Coordinator. The Unit currently has no dedicated clerical support and is in need of clerical support and assistance with tracking reentry data for quarterly reporting obligations, opening and closing files for these programs, assisting with client communication and many other clerical or support level tasks that come with the successful administration of these programs.

3. Budget

Employee Classification	Salary and Benefits
1 FT Clerk Experienced Level	\$62,137
	Total \$ 62,137

Early Representation Program (“EarlyRep”) Central County Proposal,
Submitted to the Community Corrections Partnership by the Office of the Public Defender
October 20, 2017

1. Request

The Office of the Public Defender (“CCPD”) is requesting funding for 1 FT Special Assignment Attorney and 1 FT Legal Assistant in order to expand our existing innovative and cost-saving Early Representation program to Central Contra Costa County through a partnership with the Concord Police Department.

2. Background and Context

CCPD launched the Misdemeanor Early Representation program (“EarlyRep”) in East County in July 2016 under an AB109 grant in partnership with the Antioch Police Department. EarlyRep launched in West County in February 2017 under a U.S. Department of Justice grant in partnership with the Richmond Police Department. Each pilot site employs one Deputy Public Defender and one Public Defender Legal Assistant. EarlyRep’s purpose is to alleviate the burdens felt by all partners of the criminal justice system caused by high failure to appear (“FTA”) rates in misdemeanor cases, which are often the result of a simple lack of understanding of the court process and timing delays between the incident and arraignment.

Early data collection indicates that about one-half of individuals with a misdemeanor case in Contra Costa County fail to appear at their court dates. This high FTA rate is costly and burdensome for all criminal justice partners. Courts expend resources in issuing bench warrants for individuals who FTA, law enforcement agencies expend resources in finding and arresting these individuals with warrants, and the County expends resources in having to book these individuals into jail for several days before being transported to court. For those arrested on these FTA bench warrants, the costs of arrest and incarceration carry a host of collateral consequences that can be devastating to those arrested and their families. Reducing FTAs also helps law enforcement agencies by shortening the duration of a criminal case so that officers are less likely to have to testify many years after the incident occurred. The FTA problem can be substantially improved by giving individuals who are accused of misdemeanor offenses information about their court dates and access to due process resources.

3. Program Design

The project will be a partnership between the Office of the Public Defender and the Concord Police Department. Each week, EarlyRep staff will collect misdemeanor request for prosecution forms from the Concord Police Department. Using the contact information from these documents, EarlyRep staff will then immediately attempt to reach individuals to offer assistance. Patrol officers will also distribute an information card with the EarlyRep phone number to each individual following a misdemeanor incident. These cards are also distributed by the court clerks and various community organizations. Innovative technology also allows individuals to text message the EarlyRep program for help, and multilingual automated reminder texts are also sent to individuals in advance of their court dates.

The EarlyRep attorney provides various levels of assistance to participating individuals, including explaining the criminal justice process and the steps that must be taken following a misdemeanor incident; consulting on the offense, any existing probation or diversion terms, and possible case resolutions; connecting individuals with social and community resources; negotiating with the District Attorney prior to charges being filed; preparing individuals for their first court appearance; and appearing in court at the arraignment dates.

4. Outcomes

	<u>East County</u> (Antioch Police Dept.)	<u>West County</u> (Richmond Police Dept.)
Total participants assisted since inception	1,271	438
Number of citations & requests for prosecution received	776	253
FTA rate	27.4% (down from 57% in 2015)	17.3% (down from an estimated 52% in 2015-2016)

Through both the East and West County EarlyRep programs, we have seen a dramatic reduction in FTA rates. Additionally, nearly one half of individuals who appeared at their first court date have informed EarlyRep staff that they knew about the court date only because they were contacted in advance through the program. Moreover, the EarlyRep program assists all criminal justice system partners to establish better practices that have benefits throughout the system by identifying significant trends in the timing of court dates and filing procedures. This data allows criminal justice system partners to collaborate in order to establish better practices that will avoid costly FTAs, streamline filing practices, and make the system more efficient and less costly.

5. Budget for FY 18/19

Employee Classification	Salary and Benefits
1 FT Deputy Public Defender, Special Assignment Classification	\$77,246
1 FT Legal Assistant	\$98,188
	Total \$175,434

Juvenile/TAY Social Worker Proposal

Submitted to the Community Corrections Partnership by the Office of the Public Defender
October 20, 2017

1. Request

The Office of the Public Defender is requesting funding for 1 FT Public Defender Social Worker to work with our juvenile and transitional aged youth (“TAY”) clients.

2. Background and Context

Providing effective defense to juvenile (under 18 years old) and TAY (18 through 25-year-old) clients necessitates that Public Defenders adopt a “holistic” model. Attorneys must be able to litigate not just the legal aspects of cases, but also be able to delve into the root causes of incarceration that lead young people to become system involved. These causes are complex and often include mental illness, substance use disorders, cognitive or learning issues, poverty, homelessness, trauma, and abuse.

It is widely recognized that to effectively represent juvenile clients, Public Defenders should collaborate with social workers, who have subject matter expertise in mental health and educational advocacy, and integrate them into the defense team. In the juvenile arena, a social worker is critical to providing attorneys with the tools to advocate for alternatives to incarceration and to presenting sentence mitigation to the court. In addition, a social worker is the key to advocating for juvenile and TAY clients, in court and in the community, by connecting clients with early intervention, providing supportive counseling and helping guide individuals through a maze of legal and social service systems during the reentry process.

For our TAY clients, as with our juvenile clients, the neurocognitive research in the field of brain development demonstrates that this group is still developing and susceptible to peer pressure, both positive and negative. The TAY population is specialized and, like those working with juvenile clients, those working with TAY clients need specialized skills. It was the high rate of recidivism of the local TAY population that led Contra Costa County to apply for and be awarded a Smart Reentry grant to solicit additional funding and resources in supervising this specialized population during their reentry. The TAY population tends to be the largest age group within the local custodial population in Contra Costa County’s jails and they suffer from the highest rates of homelessness in the County. (Application for Second Chance Act Smart Reentry Program, Contra Costa County Probation Department (June, 2016), page 1).

3. Program Design

A Public Defender social worker will ensure smooth reentry to juvenile and TAY clients. The social worker will collaborate with the defense team, thoroughly research all of the social services available in the community, and build relationships with those that are most effective. In this way, the social worker will build a network of resources that enables them to connect clients quickly to the services they need to meet their short term needs and to achieve success in the long run with reentry into the community.

The Public Defender Juvenile/TAY Social Worker will:

- Interview, evaluate and divert juvenile/TAY clients to social services at the earliest point in time to ensure early intervention
- Provide juvenile/TAY clients with a detailed needs assessment, identifying mental health and substance use disorder issues
- Investigate and document an individual's family, medical, mental health, social, educational, employment and forensic histories
- Assess incarcerated clients in order to develop a reentry transition plan into the community
- Work with clients post-release to navigate services and ensure reentry plans are successfully executed
- Write alternative disposition recommendations to the court and be able to testify regarding client's ability to engage in out of custody programs and services and achieve reentry success

4. Outcomes

A social worker will help assure that we are providing early intervention in cases involving juveniles and TAY clients and working with those clients to ensure a smooth and coordinated reentry after they are released from custody. Through the development of detailed client assessments and alternative dispositions, our Public Defender Social Worker will be integral to providing important alternatives to incarceration and aiding a smooth reentry into the community while increasing public safety.

5. Budget for FY 18/19

Employee Classification	Salary and Benefits
1 FT Social Work Supervisor	\$143,165
	Total \$143,165

Proposal for Social Worker for Youth Offender Parole Hearings
Submitted to the Community Corrections Partnership by the Office of the Public Defender
October 20, 2017

1. Request

The Office of the Public Defender is requesting funding for 1 FT Public Defender Social Worker to assist with preparation of Youth Offender Parole Hearings for those currently in State Prison.

2. Background and Context

CCPD has received a large influx of new cases involving juvenile and young adult defendants due to significant legal reforms in the past two years. In 2014, Senate Bill 260 created a new process through which state prisoners who were under 18 at the time of their crimes and who were sentenced in adult court to lengthy prison terms would be eligible for early parole consideration based on their lack of maturity at the time of the offense. The law established that these inmates were entitled to a Youthful Offender Parole Hearing (“YOPH”) where, due to their lack of maturity and age at the time of the offense, the parole board should give the inmate a “meaningful opportunity” to be paroled. The new law instructed the parole board to give “great weight” to the diminished culpability of juveniles as compared to adults, to the “hallmark features of youth,” and to any subsequent growth and maturity of the individual.

In 2016, the state legislature enacted Senate Bill 261, which expanded eligibility for Youthful Offender Parole Hearings to those who committed their crimes prior to the age of 23. This was done in recognition of the overwhelming scientific evidence that brain development and thereby executive functioning are not fully intact until a person reaches their mid-twenties. Subsequent to SB 261, Governor Brown signed AB 1308 on October 11, 2017, which further expanded YOPH eligibility to persons who committed crimes before age 25.

Normally, CCPD would not be tasked with conducting parole hearings on behalf of their former clients. However, in 2016, the California Supreme Court ruled in the case of *People v. Franklin* that all inmates eligible for youth offender parole are entitled to a hearing before their parole eligibility date where they should be afforded an opportunity to present all mitigating evidence tied to their youthfulness at the time of the crime. These hearings are to be conducted in the Superior Court of the county of the original conviction. The evidence from these hearings would subsequently be used by the Parole Board in determining whether the individual is fit to reenter society despite having committed a serious crime while a child or young adult.

Based on these new laws, CCPD has an obligation to investigate the social and family history for all clients under 25 who currently have pending cases and who are facing potential incarceration for longer than 15 years. This means that CCPD attorneys must obtain such things as school records, medical records, dependency court records, and mental health records for their youthful clients. These records are to be used in presenting a mitigating case on behalf of our clients so that, when they are eligible for parole, the board can appropriately consider the client’s youth and lack of maturity at the time of the offense.

Significantly, based on the *Franklin* decision, CCPD now has an additional obligation to conduct this mitigation investigation on behalf of all **former** clients who are currently in state prison and who are eligible for a YOPH. While representing clients at their parole hearings is not the responsibility of the CCPD, the law now requires the CCPD to make a record of youth-related mitigating evidence in Superior Court.

The pool of inmates eligible for a YOPH from Contra Costa is quite large. The Department of Corrections has identified approximately **607 prison inmates** sentenced by the Contra Costa County Superior Court who are potentially eligible for a *Franklin* hearing. This is a low estimate of those eligible, as this list of 607 includes only those who were under 23 at the time of their offense, and not those who were under 25 at the time of their offense. This group encompasses those sentenced from the 1980s forward. Many of these individuals have already served 15-25 years, meaning that they are immediately eligible for a hearing. This immediate eligibility has been confirmed in at least 129 cases. Many of these cases are required to be heard before January 1, 2020. The consequence of an incompetently-handled hearing can be a lifetime in prison versus early parole.

3. Program Design

At the present time, CCPD has dedicated one senior Deputy Public Defender to handling this new caseload. It is recognized as an effective practice for an attorney to work closely with a social worker as part of a multidisciplinary team to prepare for this type of hearing.

CCPD will add one social worker to work closely with the attorney handling *Franklin* hearings for those eligible in Contra Costa. The social worker assigned to YOPH will:

- Investigate mitigation, including collection of records (birth, medical, mental health, education, dependency/delinquency, military, jail/prison, etc.) for both our client and their immediate family members
- Communicate with the client to discuss their life circumstances at the time of the offense, their subsequent insight about their behavior at the time of the offense, the steps they have made towards rehabilitation while incarcerated and to plan for a successful reentry into the community
- Interview family members and other contacts who may have relevant testimony for the hearing
- Identify adverse childhood experiences and trauma and document these experiences
- Prepare a compelling statement in mitigation and social history, including the client's involvement in the offense, the impact of youth-related factors, and the client's likelihood of responding to rehabilitation, and what a reentry plan back into the community would entail

4. Outcomes

With the addition of a YOPH Social Worker, CCPD will be able to fulfill its duty to provide a meaningful opportunity for parole to those individuals entitled to this potential relief. This will further the goal of encouraging releases from custody and reduce recidivism by aiding successful reentry and reintegration for those released.

5. Budget

Employee Classification	Salary and Benefits
1 FT Social Work Supervisor	\$143,165
	Total \$143,165

Contra Costa County Community Corrections Partnership
2018/19 AB109 Budget Proposal Form

Department: District Attorney

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request		
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs	
SALARY AND BENEFITS											
DDA-Advanced Level	Realignment Coordinator Attorney		295,962	1.00	317,842	1.00			317,842	1.00	
DDA-Advanced Level	Arraignment Court/Realignment Attorney		571,306	2.00	596,289	2.00			596,289	2.00	
Senior Level Clerk	Clerical/file support-Arraign. Court		78,185	1.00	86,205	1.00			86,205	1.00	
Experienced Level Clerk	Clerical/file support-Arraign. Court		64,094	1.00	72,372	1.00			72,372	1.00	
Experienced Level Clerk	Clerical/file support		63,536	1.00	60,399	1.00			60,399	1.00	
V/W Assist. Prog Specialist	Reentry Notification Specialists		109,231	1.00	87,881	1.00			87,881	1.00	
V/W Assist. Prog Specialist	Reentry Notification Specialists		186,082	2.00	180,658	2.00			180,658	2.00	
DDA-Basic Level	Violence Reduction/Recidivism Attorney		211,468	1.00	294,450	1.00			294,450	1.00	
									-	-	
									-	-	
									-	-	
									-	-	
Subtotal			1,579,864	10.00	1,696,096	10.00	-	-	\$ 1,696,096	10.00	
OPERATING COSTS									-		
Office Expense			2,156		3,516				3,516		
Postage			656		1,561						
Communication Costs			1,740		3,557						
Minor Furniture/Equipment			364		1,383						
Minor Computer Equipment			3,481		678						
Clothing & Supply			25		14						
Memberships			1,560		592						
Computer Software Cost			20		-				-		
Auto Mileage			1,995		5,052				5,052		
Other Travel Employees			264		3,789				3,789		
Court Reporter Transcript			207						-		
Occupancy Costs			56,052		56,048				56,048		
Data Processing Services/Supplies			17,388		14,836				14,836		
Other Interdepartmental Charges			105		105				105		
Other Special Dept. Charges			96		-				-		
Books-Periodicals-Subscription					1,132						
Non Cnty Prog Specldz Svcs					375				375		
									-		
Subtotal			86,109		92,638		-		\$ 92,638		
CAPITAL COSTS (ONE-TIME)									-		
<i>e.g. Vehicle Purchases (2)</i>									-		
									-		
									-		
Subtotal			-		-		-		-		
Total						\$ 1,665,973	10.00	\$ 1,788,734	10.00	\$ -	-
Total						\$ 1,665,973	10.00	\$ 1,788,734	10.00	\$ -	-

1. FY 2018/19 Status Quo Request reflects the FY 2017/18 Funding Allocation.

2. FY 2018/19 Baseline Request should reflect the cost of continuing programs in the FY 2018/19 Status Quo column in 2018/19 dollars.

3. FY 2018/19 Program Modification Request should reflect proposals for the cancellation of existing programs and/or funding of new programs for FY2018/19.

PROGRAM NARRATIVE:

Please provide a narrative describing the programming is being proposed on the AB 109 Budget Proposal Form.

DEPARTMENT: District Attorney***2018/19 Baseline Request***

The District Attorney's Office proposed FY 2018/19 Baseline allocation of \$ 1,788,734. Any increases over the prior year budget is due to applicable COLA's and step increases. The realignment team will continue to address the additional challenges presented by the realignment of our criminal justice system pursuant to Cal. Penal Code § 1170(h).

Salary and Benefit costs of \$ 1,696,096 are requested for Four (4) FTE Deputy District Attorneys, One (1) Senior Level Clerk, Two (2) Experienced Level Clerk, and Three (3) Victim/Witness Assistance Program Specialists.

Operating costs includes Office Expense \$ 3,516, Postage \$ 1,561, Communication Costs \$ 3,557, Minor Furniture Equipment \$ 1,383, Minor Computer Equipment \$ 678, Clothing and Supply \$ 14, Membership \$ 592, Auto Mileage \$ 5,052, Other Travel Employees \$3,789, Occupancy Costs \$ 56,048, Data Processing Services/Supplies \$ 14,836, Other interdepartmental Charges \$ 105, Books-Periodicals-Subscription \$ 1,132, Non County Program Sepcialized Services \$ 375

2018/19 Program Modification Request

N/A

**Contra Costa County Community Corrections Partnership
2018/19 AB109 Budget Proposal Form**

Department: Workforce Development Board of Contra Costa County

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request	
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs
SALARY AND BENEFITS									-	-
One Stop Administrator	Coordination with One-Stop system		16,000		16,000				16,000	-
One Stop Case Managers & Employment Placement Counselors	Linkage with direct service providers		40,000		40,000				40,000	-
Workforce Services Specialist	Engagement with public & private partners		50,000		50,000				50,000	-
Business Service Representative	Recruitment & engagement of businesses		65,000		65,000				65,000	-
SBDC Director	Small business & entrepreneurship linkages		5,000		5,000				5,000	-
SBDC Advisors	Small business & entrepreneurship linkages		10,000		10,000				10,000	-
Workforce Board Executive Director	Oversight & coordination with workforce system		10,000		10,000				10,000	-
17/18 4% Floor Allocation			8,000		8,000				8,000	-
Subtotal			204,000	-	204,000	-	-	-	\$ 204,000	-
OPERATING COSTS									-	-
Training/Travel			4,000		4,000				4,000	-
<i>e.g. Training/Travel</i>									-	-
<i>Small Equipment Purchase</i>									-	-
<i>Computer (1), radios (2), etc.</i>									-	-
<i>IT Support</i>									-	-
<i>Vehicle Operating</i>									-	-
<i>Office Supplies</i>									-	-
<i>Communication Costs</i>									-	-
<i>Outfitting Costs</i>									-	-
Subtotal			4,000		4,000		-		\$ 4,000	
CAPITAL COSTS (ONE-TIME)									-	-
<i>e.g. Vehicle Purchases (2)</i>									-	-
Subtotal			-		-		-		-	
Total			\$ 208,000	-	\$ 208,000	-	\$ -	-	\$ 208,000	-

1. FY 2018/19 Status Quo Request reflects the FY 2017/18 Funding Allocation.

2. FY 2018/19 Baseline Request should reflect the cost of continuing programs in the FY 2018/19 Status Quo column in 2018/19 dollars.

3. FY 2018/19 Program Modification Request should reflect proposals for the cancellation of existing programs and/or funding of new programs for FY2018/19.

NOTE: Ops Plan Item #FTEs - each position is a full FTE funded through multiple sources

PROGRAM NARRATIVE:

Please provide a narrative describing the programming that will be provided on the AB 109 Budget Proposal Form.

DEPARTMENT: Workforce Development Board of Contra Costa County***2018/19 Baseline Request***

The Contra Costa Workforce Development Board (WDB) is seeking status quo level funding of \$208,000 for the fiscal year 2018-2019. The budget reflects the amount of time key staff will devote to AB109 in order to continue to provide linkages to the One-Stop AJCC system, direct service providers, business engagement and small business and entrepreneurship connections. In accordance with the WDB's original submittal the WDB will use AB109 funds to leverage other funds to provide services to previously incarcerated individuals.

2018/19 Program Modification Request

The Workforce Development Board is not seeking new funding at this time. While labor agreements resulting in wage increases will increase staffing costs by about 5%, through working with CCP partner agencies and other organizations, the WDB is committed to pursuing and securing additional resources that can further support, link, align and leverage related work to serve AB109 participants and concurrently expand efforts to serve other populations that are returning to communities in Contra Costa County and help them with employment and training needs.

**Contra Costa County Community Corrections Partnership
2018/19 AB109 Budget Proposal Form**

Department: County Administrator

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request	
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs
SALARY AND BENEFITS									-	-
Senior Deputy County Administrator	Program Administration	6.2	156,651	0.90	182,490	0.90	(30,415)	(0.15)	152,075	0.75
ORJ Deputy Director	Program Administration	6.2	185,136	1.00	185,136	1.00			185,136	1.00
Senior Management Analyst	Program Administration	6.2	108,502	1.00	148,632	1.00			148,632	1.00
Advanced Secretary	Program Administration	6.2	39,189	0.50	42,737	0.50			42,737	0.50
Research & Evaluation Manager	Program Administration	6.2					155,608	1.00	155,608	1.00
									-	-
									-	-
17/18 4% Floor Allocation			27,601	N/A					-	-
Subtotal			517,079	3.40	558,995	3.40	125,193	0.85	\$ 684,188	4.25
OPERATING COSTS									-	-
Ceasefire Program Coordinator		5.1	110,000		114,000				114,000	
Data Evaluation & System Planning		6.3, 6.4	83,021		83,021		(83,021)		-	
Communications, office supplies, travel/transp.		6.2	7,500		7,500				7,500	
									-	
									-	
									-	
									-	
									-	
Subtotal			200,521		204,521		(83,021)		\$ 121,500	
CAPITAL COSTS (ONE-TIME)									-	
									-	
									-	
Subtotal			-		-		-		-	
Total			\$ 717,600	3.40	\$ 763,516	3.40	\$ 42,172	0.85	\$ 805,688	4.25

1. FY 2018/19 Status Quo Request reflects the FY 2017/18 Funding Allocation.

2. FY 2018/19 Baseline Request should reflect the cost of continuing programs in the FY 2018/19 Status Quo column in 2018/19 dollars.

3. FY 2018/19 Program Modification Request should reflect proposals for the cancellation of existing programs and/or funding of new programs for FY2018/19.

PROGRAM NARRATIVE:

The CAO's Office of Reentry & Justice (ORJ) pilot program is requesting support for the last fiscal year of the authorized 2.5 years of the pilot, to perform work consistent with the adopted ORJ Work Plan: AB 109 Community Programs; Racial Justice Task Force; Reentry Strategic Plan implementation; Stepping Up initiative; Central-East County Ceasefire Program; Pre-Release Planning Project; Pre-Trial Program; Government Alliance on Race & Equity (GARE); Youth Justice Initiative evaluation; grant development.

DEPARTMENT: County Administrator***2018/19 Baseline Request***

The FY 2018-19 Baseline Request utilizes the actual costs of the existing ORJ staff, assumes step increases in 2018-19, and makes no changes to the data and operating expenses. However, this does not represent the proposing staffing composition of the ORJ in FY 2018-19, as authorized by the Board of Supervisors on Oct. 18, 2016 (C. 117). In that authorization for FY 18-19, the CAO had proposed to reduce the allocation of the Director to 0.5 FTE and to add a Research & Evaluation Manager. However, given the workload of the ORJ, the CAO is proposing to increase the ORJ Director allocation in FY 18-19 to 0.75 FTE, recognizing the additional management support that the Office requires to fulfill its charge. With the addition of a Research & Evaluation Manager, the prior allocation for data and evaluation work is eliminated. The Baseline Budget also assumes a 4% cost of living increase for the Ceasefire Program Coordinator, which is provided by the City of Pittsburg Police Department.

2018/19 Program Modification Request

The 2018-19 Program Modifications include the proposal to change the ORJ Director allocation from the proposed 0.5 FTE in 2018-19 to 0.75 FTE; and the addition of the authorized Research & Evaluation Manager position (at step 1). With the addition of the Research & Evaluation manager, the prior allocation for data evaluation and system planning is no longer required.

**Contra Costa County Community Corrections Partnership
2018/19 AB109 Budget Proposal Form**

Department: CCC Police Chief's Association

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request	
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs
SALARY AND BENEFITS										
Antioch Police Officer	AB 109 Officer	5.1	135,720	1.00	141,149	1.00	-	-	141,149	1.00
Concord Police Officer	AB 109 Officer	5.1	135,720	1.00	141,149	1.00	-	-	141,149	1.00
Pittsburg Police Officer	AB 109 Officer	5.1	135,720	1.00	141,149	1.00	-	-	141,149	1.00
Richmond Police Officer	AB 109 Officer	5.1	135,720	1.00	141,149	1.00	-	-	141,149	1.00
Richmond Police Officer (West)	MHET Officer	5.1	-	-	-	-	141,149	1.00	141,149	1.00
Walnut Creek Police Officer (Central)	MHET Officer	5.1	-	-	-	-	141,149	1.00	141,149	1.00
Pittsburg Police Officer (East)	MHET Officer	5.1	-	-	-	-	141,149	1.00	141,149	1.00
Subtotal			542,880	4.00	564,596	4.00	423,447	3.00	\$ 988,043	7.00
OPERATING COSTS										
<i>e.g. Training/Travel</i>									-	
<i>Small Equipment Purchase</i>									-	
<i>computer, printer, etc.</i>									-	
<i>IT Support</i>									-	
<i>Vehicle Operating</i>									-	
<i>Office Supplies</i>									-	
<i>Communication Costs</i>									-	
<i>Outfitting Costs</i>									-	
Subtotal			-		-		-		\$ -	
CAPITAL COSTS (ONE-TIME)										
<i>e.g. Vehicle Purchases (2)</i>									-	
Subtotal			-		-		-		-	
Total			\$ 542,880	4.00	\$ 564,596	4.00	\$ 423,447	3.00	\$ 988,043	7.00

1. FY 2018/19 Status Quo Request reflects the FY 2017/18 Funding Allocation.

2. FY 2018/19 Baseline Request should reflect the cost of continuing programs in the FY 2018/19 Status Quo column in 2018/19 dollars.

3. FY 2018/19 Program Modification Request should reflect proposals for the cancellation of existing programs and/or funding of new programs for FY2018/19.

PROGRAM NARRATIVE:

Please provide a narrative describing the programming is being proposed on the AB 109 Budget Proposal Form.

DEPARTMENT: CCC Police Chief's Association***2018/19 Baseline Request***

Enter narrative information here...

2018/19 Program Modification Request

The Contra Costa County Police Chief's Association has requested \$423,447 to fund these three (3) positions. These positions have operated for the past three (3) years. These officers participate in coordinated efforts of handling referrals of potentially "high risk" dangerous persons with mental health issues and combative behaviors towards police and others including AB109 and Prop 47 clients within the County. This collaborative approach is consistent with the Contra Costa County MHET Operation Plan. Each Police Officer maintains a current knowledge of MHET programs to ensure countywide potentially "high risk" dangerous persons with mental health issues and combative behaviors are referred to services, if deemed appropriate. The goal is to reduce potential conflicts or confrontations between police and citizens.

**Contra Costa County Community Corrections Partnership
2018/19 AB109 Budget Proposal Form**

Department: Community Advisory Board

Description of Item	CONTRACTED PROVIDER	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request	
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs
COUNTYWIDE SERVICES									-	-
Employment (West/East)	Rubicon Programs	5.3b	1,100,000	9.30	1,100,000	9.30			1,100,000	9.30
Employment (Central/East)	Goodwill Industries	5.3b	900,000	7.20	900,000	7.20			900,000	7.20
Housing	Shelter Inc.	5.3c	980,000	6.85	980,000	6.85			980,000	6.85
Female Housing (West)	Reach Fellowship International	5.3c	50,000	1.00	50,000	1.00			50,000	1.00
Peer Mentoring	Men and Women of Purpose	5.4a	110,000	2.25	110,000	2.25			110,000	2.25
Family Reunification	Center for Human Development	5.4b	90,000	1.40	90,000	1.40			90,000	1.40
Legal Services	Bay Area Legal Aid	5.4c	150,000	1.80	150,000	1.80			150,000	1.80
One Stops	<i>see below</i>	5.2b	<i>see below</i>	12.13	<i>see below</i>	12.13			<i>see below</i>	12.13
CAB Support	Via Office of Reentry & Justice	3.3	7,201	-	7,201	-		-	7,201	-
Subtotal			3,387,201	41.93	3,387,201	41.93	-	-	\$ 3,387,201	41.93
NETWORK SYSTEM OF SERVICES									-	-
Network Management	HealthRIGHT360	5.2b							-	-
<i>Contracted Services</i>		3.3, 4.1, 5.1	605,000	6.10	605,000	6.10			605,000	6.10
Sober Living Homes	Mz. Shirliz		150,000	1.80	150,000	1.80			150,000	1.80
Auto Repair Training	Fast Eddie's Auto Services		65,000	1.20	65,000	1.20			65,000	1.20
Emp. & Ed. Liason (women)	Reach Fellowship International		15,000	0.25		0.25			-	0.25
Emp. & Ed. Liason (men)	Men and Women of Purpose		60,000	2.60	60,000	2.60			60,000	2.60
Transition Planning (women)	Centerforce		45,000	0.75	60,000	0.75			60,000	0.75
Subtotal			940,000.0	12.70	940,000	12.70	-	-	\$ 940,000	12.70
REENTRY SUCCESS CENTER									-	-
Operation and Management	Rubicon Programs	5.2b	525,000	2.50	525,000	2.50			525,000	2.50
Connections to Resources	Rubicon Programs	3.3, 4.1, 5.1	15,000		15,000				15,000	
Subtotal			540,000	2.50	540,000	2.5	-	-	540,000	2.5
Cost of Living Adjustment										
4% COLA Increase					194,688				194,688	
Total			\$ 4,867,201	57.13	\$ 5,061,889	57.13	\$ -	-	\$ 5,061,889	57.13

1. FY 2018/19 Status Quo Request reflects the FY 2017/18 Funding Allocation.

2. FY 2018/19 Baseline Request should reflect the cost of continuing programs in the FY 2018/19 Status Quo column in 2018/19 dollars.

3. FY 2018/19 Program Modification Request should reflect proposals for the cancellation of existing programs and/or funding of new programs for FY2018/19.

Please provide a narrative describing the Status Quo programming that will be provided with the budget requests identified above.

DEPARTMENT: Community Advisory Board

PROGRAM NARRATIVE:

2018/19 Status Quo Request

CAB continues to recommend that CCP invest significant funds in community programs to continue development of the local non-profit services sector. The CCP should therefore continue to support community based programs. Funding these programs is consistent with the nationwide effort of justice reinvestment. Staying this course will ensure our communities gain the capacity to provide reentry services with high levels of quality and fidelity, and is the best way to achieve lasting reductions in recidivism and long term enhanced public safety outcomes.

As CAB submits this 2018/2019 AB109 Budget Request, we have considered the previous budget increase and acknowledge that the funded agencies have only completed a year of programming under their most recent contracts. As part of this status quo budget request, CAB recommends that the CCP Executive Committee fund each of the funded reentry service areas at an amount that is no less than what was allocated for each program during the current fiscal year.

CAB is also aware that last year marked a shift in the recommendation on how to best spend money that was previously spent to develop and support the Reentry Resource Guide. With much consideration, CAB asked that the Network and Center work together to develop a communications strategy that would inform the public about the reentry services available in the community, and direct people to the Center and Network to ensure they are "Connected to the Resources" they need. Jointly, the two entities pledged to:

- 1) create and circulate quarterly newsletters for the people incarcerated in Contra Costa Detention facilities,
- 2) facilitate countywide community events to inform the reentry population and their families of the services available, and
- 3) recruit volunteers to engage the public in the reentry work being done in the community.

To date, this collaboration has led to the release of the first edition of the Contra Costa Reentry Voice in August 2017. The second edition is currently in the works, as are efforts to accomplish the other two communications strategies mentioned above. Because this effort is still in its infancy, CAB is recommending continued funding for the joint communications effort between the Network and Center.

The recommended status quo funding amounts are as follows:

Employment Support and Placement Services: \$2,000,000
 Housing Services: \$1,030,000
 Peer Mentoring: \$110,000
 Family Reunification: \$90,000
 Civil Legal Services: \$150,000
 Network System of Services: \$940,000
 Reentry Success Center: \$525,000
 Center/Network Joint Communications Strategy \$15,000

2018/19 New Funding Requests

Additional Funding Increase of 4%

The Community Advisory Board (CAB) continues to recommend that CCP invest significant funds in community programs to continue development of the local non-profit services sector. CAB therefore requests a 4% COLA increase in funding for community programs that amounts to \$194,688. Funding these programs is consistent with the nationwide effort of justice reinvestment. Staying this course will ensure our communities gain the capacity to provide reentry services with high levels of quality and fidelity, and is the best way to achieve lasting reductions in recidivism and long term enhanced public safety outcomes.

Description of Item	Program/Function	Ops. Plan Item #	2018/19 Status Quo Allocation ¹		2018/19 Baseline Request ²		2018/19 Program Modification Request ³		2018/19 Total Funding Request	
			Current Allocation	FTEs	Funding Request	FTEs	Funding Request	FTEs	Total Funding Request	FTEs
SALARY AND BENEFITS									-	-
Courtroom Clerk II, Step 3	Pretrial Release Calendar Support	1.1, 1.2	208,421	2.00	208,421	2.00	-	-	208,421	2.00
									-	-
									-	-
									-	-
									-	-
									-	-
Subtotal			208,421	2.00	208,421	2.00	-	-	\$ 208,421	2.00
OPERATING COSTS									-	
e.g. Training/Travel									-	
Small Equipment Purchase									-	
Computer (1), radios (2), etc.									-	
IT Support									-	
Vehicle Operating									-	
Office Supplies									-	
Communication Costs									-	
Outfitting Costs									-	
									-	
									-	
Subtotal			-		-		-		\$ -	
CAPITAL COSTS (ONE-TIME)									-	
e.g. Vehicle Purchases (2)									-	
									-	
									-	
Subtotal			-		-		-		-	
Total						\$ 208,421	2.00	\$ -	-	\$ 208,421 2.00

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PROGRAM NARRATIVE:

Please provide a narrative describing the programming is being proposed on the AB 109 Budget Proposal Form.

DEPARTMENT: Contra Costa Superior Court***2018/19 Baseline Request***

The Contra Costa Superior Court respectfully requests one-time funding from the County's FY 2018-19 AB 109 allocation in the amount of \$208,421.00. The funding described under Program 1 would address the extra workload associated with PRCs cases, parole violation petitions, and the Pretrial Release Program by funding two dedicated arraignment courtroom clerks whose sole focus is on capturing court proceedings, and entering the appropriate case information timely. This portion of the proposal reinforces key objectives articulated in the CCP's Strategic Plan, including:

- Objective 1.1. Increase public safety
- Objective 1.2. Following arrest, better identify persons who can safely be released and those who should be held in physical custody pretrial so as to reduce the pretrial jail population to maximize capacity for the sentenced AB 109 population.

The Program 2 request would allow the court to establish a Veteran's Court Intensive Support Program beginning in April 2016. This proposal reinforces key objectives articulated in the CCP's Strategic Plan, including:

- Objective 2.1. Provide timely, informed and appropriate adjudication of all cases
- Objective 2.3. Utilize evidence---based practices in sentencing
- Objective 4.1. Establish and maintain an entry point to an integrated reentry system of care
- Objective 5.1. Maximize public safety, accountability, and service referrals
- Objective 5.2. Assist in providing access to a full continuum of reentry and reintegration services
- Objective 5.3. Provide and enhance integrated programs and services for successful reentry of the AB 109 Population
- Objective 5.4. Increase mentoring, encourage family and community engagement in reentry and reintegration
- Objective 6.2. Maximize interagency coordination

**AB 109 PUBLIC SAFETY REALIGNMENT PROGRAM
FY 2018/19 CCP RECOMMENDED BUDGET SUMMARY**

(as approved by the CCP-Executive Committee on December 1, 2017)

as of January 16, 2018

	2017/18 ONGOING	2018/19 CCP Recommended
PROGRAM EXPENDITURES		
Sheriff		
Salaries & Benefits	6,649,947	7,013,256
Inmate Food/Clothing/Household Exp	456,250	456,250
Monitoring Costs	55,000	55,000
IT Support	40,000	40,000
Behavioral Health Court Operating Costs	80,500	80,500
"Jail to Community" Program	208,000	243,650
Inmate Welfare Fund re: FCC Ruling	755,000	755,000
Sheriff Total	8,244,697	8,643,656
Probation		
Salaries & Benefits	2,591,428	2,695,085
Operating Costs	169,098	175,862
Salaries & Benefits-Pre-Trial Services Program	748,632	784,296
Operating Costs-Pre-Trial Services Program	77,762	80,872
Probation Total	3,586,920	3,736,116
Behavioral Health		
Salaries & Benefits	996,180	1,036,027
Operating Costs	58,752	61,102
Contracts	1,292,088	1,343,772
Vehicle Purchase and Maintenance	22,448	23,346
Travel	10,200	10,608
Behavioral Health Total	2,379,668	2,474,855
Health Services--Detention Health Services		
Sal & Ben-Fam Nurse, WCD/MCD	187,537	195,038
Salaries & Benefits-LVN, WCD	294,711	306,499
Salaries & Benefits-RN, MCD	494,004	513,764
Sal & Ben-MH Clinic. Spec., WCD/MCD	121,532	126,394
Detention Health Services Total	1,097,784	1,141,696
Public Defender		
Sal & Ben-Clean Slate/Client Support	397,269	413,160
Sal & Ben-ACER Program	872,787	907,698
Sal & Ben-Reentry Coordination	267,971	340,827
Sal & Ben-Failure to Appear (FTA) Program	172,575	354,912
Sal & Ben-Pre-Trial Services Program	190,401	295,788
Stand Together CoCo	500,000	500,000
Public Defender Total	2,401,003	2,812,385
District Attorney		
Salaries & Benefits-Victim Witness Prgrm	109,231	87,881
Salaries & Benefits-Arrestment Prgrm	649,491	682,494
Salaries & Benefits-Reentry/DV Prgrm	693,512	792,950
Salaries & Benefits-ACER Clerk	64,094	72,372
Salaries & Benefits-Gen'l Clerk	63,536	60,399
Operating Costs	86,109	92,638
District Attorney Total	1,665,973	1,788,734
EHSD-- Workforce Development Board		
Salaries & Benefits	204,000	212,160
Travel	4,000	4,160
EHSD-WDB Total	208,000	216,320
County Administrator/Office of Reentry and Justice		
Salaries & Benefits	517,079	528,580
Ceasefire Program Contract	110,000	114,000
Research and Eval. Manager	-	155,608
Data Evaluation & Systems Planning	83,021	(83,021)
Operating Costs	7,500	7,500
CAO/ORJ Total¹	717,600	722,667
CCC Police Chief's Association		
Salaries and Benefits-AB109 Task Force	542,880	564,596
Salaries and Benefits-MHET Teams (3)	-	423,447
CCC Police Chiefs' Total	542,880	988,043
Community Programs		
Employment Support and Placement Svcs	2,000,000	2,000,000
Network System of Services	820,000	940,000
Reentry Success Center	465,000	525,000
Short and Long-Term Housing Access	1,030,000	1,030,000
Legal Services	150,000	150,000
Mentoring and Family Reunification	200,000	200,000
Connections to Resources	15,000	15,000
17/18 4% Floor Allocation - TBD	187,201	-
CAB Support (via ORJ)	-	7,021
18/19 4% COLA - Allocation TBD	-	194,688
Community Programs Total	4,867,201	5,061,709
Superior Court		
Salaries and Benefits - Pretrial	208,421	216,758
Superior Court Total	208,421	216,758
TOTAL EXPENDITURES	25,920,149	27,802,938

Notes:

1. ORJ budget as listed includes costs associated with the Community Corrections subaccount

Juvenile/TAY Social Worker Proposal

Submitted to the Public Protection Committee by the Office of the Public Defender
February 5, 2018

1. Request

The Office of the Public Defender is requesting funding for 1 FT Public Defender Social Worker to work with our juvenile and transitional aged youth (“TAY”) clients.

2. Background and Context

Providing effective defense to juvenile (under 18 years old) and TAY (18 through 25-year-old) clients necessitates that Public Defenders adopt a “holistic” model. Attorneys must be able to litigate not just the legal aspects of cases, but also be able to delve into the root causes of incarceration that lead young people to become system involved. These causes are complex and often include mental illness, substance use disorders, cognitive or learning issues, poverty, homelessness, trauma, and abuse.

It is widely recognized that to effectively represent juvenile clients, Public Defenders should collaborate with social workers, who have subject matter expertise in mental health and educational advocacy, and integrate them into the defense team. In the juvenile arena, a social worker is critical to providing attorneys with the tools to advocate for alternatives to incarceration and to presenting sentence mitigation to the court. In addition, a social worker is the key to advocating for juvenile and TAY clients, in court and in the community, by connecting clients with early intervention, providing supportive counseling and helping guide individuals through a maze of legal and social service systems during the reentry process.

For our TAY clients, as with our juvenile clients, the neurocognitive research in the field of brain development demonstrates that this group is still developing and susceptible to peer pressure, both positive and negative. The TAY population is specialized and, like those working with juvenile clients, those working with TAY clients need specialized skills. It was the high rate of recidivism of the local TAY population that led Contra Costa County to apply for and be awarded a Smart Reentry grant to solicit additional funding and resources in supervising this specialized population during their reentry. The TAY population tends to be the largest age group within the local custodial population in Contra Costa County’s jails and they suffer from the highest rates of homelessness in the County. (Application for Second Chance Act Smart Reentry Program, Contra Costa County Probation Department (June, 2016), page 1).

3. Program Design

A Public Defender social worker will ensure smooth reentry to juvenile and TAY clients. The social worker will collaborate with the defense team, thoroughly research all of the social services available in the community, and build relationships with those that are most effective. In this way, the social worker will build a network of resources that enables them to connect clients quickly to the services they need to meet their short term needs and to achieve success in the long run with reentry into the community.

The Public Defender Juvenile/TAY Social Worker will:

- Interview, evaluate and divert juvenile/TAY clients to social services at the earliest point in time to ensure early intervention
- Provide juvenile/TAY clients with a detailed needs assessment, identifying mental health and substance use disorder issues
- Investigate and document an individual's family, medical, mental health, social, educational, employment and forensic histories
- Assess incarcerated clients in order to develop a reentry transition plan into the community
- Work with clients post-release to navigate services and ensure reentry plans are successfully executed
- Write alternative disposition recommendations to the court and be able to testify regarding client's ability to engage in out of custody programs and services and achieve reentry success

4. Outcomes

A social worker will help assure that we are providing early intervention in cases involving juveniles and TAY clients and working with those clients to ensure a smooth and coordinated reentry after they are released from custody. Through the development of detailed client assessments and alternative dispositions, our Public Defender Social Worker will be integral to providing important alternatives to incarceration and aiding a smooth reentry into the community while increasing public safety.

5. Budget for FY 18/19

Employee Classification	Salary and Benefits
1 FT Social Work Supervisor	\$143,165
	Total \$143,165

Public Defender AB109 Funded Social Worker Proposal

Submitted to the Public Protection Committee by the Office of the Public Defender
February 5, 2018

The use of Social Workers as part of a “holistic” defense team is widely recognized as a best practice and is essential for connecting justice-involved individuals with the reentry resources available throughout the County. Public Defender Social Workers help address the root causes of incarceration and system involvement, which are complex and often include mental health, substance use disorders, poverty, homelessness, trauma and abuse. To be effective, Public Defender attorneys must collaborate with social workers, who have subject matter expertise in mental health, and integrate them into the defense team.

The Office of the Public Defender currently has only 1 FT Social Worker to work with over 80 attorneys in 3 branches of the Department (the Martinez Office, the Richmond Office, and the Alternate Defender’s Office). The Public Defender is requesting additional AB109 funding for 2 FT Social Workers as part of the AB109 budget submissions for Fiscal Year 2018-19 as follows:

- 1) Social Worker for Youth Offender Parole Hearings: to address a new legal obligation of the Department to handle Youth Offender Parole Hearings. This new duty was added to the Public Defender’s office as a result of a series of judicial decisions and legislation over the past two years and means the Department will potentially represent over 600 individuals at *Franklin* hearings in Superior Court to present youth-related mitigating evidence on their behalf to provide a meaningful opportunity for parole. (Please see attached proposal for more information).
- 2) Social Worker for Juvenile / Transition Aged Youth (TAY): a Social Worker is critical in working with the specialized populations of juvenile and transition aged youth (TAY) to connect individuals with early intervention and support in the community. (Please see attached proposal for more information).

Bay Area Public Defender Social Workers by County

County	Population	Number of Adult & Juvenile Social Workers
San Francisco	874,228	10
Alameda	1,645,359	6.5*
Santa Clara	1,938,180	3
Solano	436,023	2
San Mateo Defender Program	770,203	1 (soon to be 2)
Contra Costa	1,139,513	1

* In Alameda County, 2 of the 6.5 Social Workers are employed by the Conflict Panel

Proposal for Social Worker for Youth Offender Parole Hearings
Submitted to the Public Protection Committee by the Office of the Public Defender
February 5, 2018

1. Request

The Office of the Public Defender is requesting funding for 1 FT Public Defender Social Worker to assist with preparation of Youth Offender Parole Hearings for those currently in State Prison.

2. Background and Context

CCPD has received a large influx of new cases involving juvenile and young adult defendants due to significant legal reforms in the past two years. In 2014, Senate Bill 260 created a new process through which state prisoners who were under 18 at the time of their crimes and who were sentenced in adult court to lengthy prison terms would be eligible for early parole consideration based on their lack of maturity at the time of the offense. The law established that these inmates were entitled to a Youthful Offender Parole Hearing ("YOPH") where, due to their lack of maturity and age at the time of the offense, the parole board should give the inmate a "meaningful opportunity" to be paroled. The new law instructed the parole board to give "great weight" to the diminished culpability of juveniles as compared to adults, to the "hallmark features of youth," and to any subsequent growth and maturity of the individual.

In 2016, the state legislature enacted Senate Bill 261, which expanded eligibility for Youthful Offender Parole Hearings to those who committed their crimes prior to the age of 23. This was done in recognition of the overwhelming scientific evidence that brain development and thereby executive functioning are not fully intact until a person reaches their mid-twenties. Subsequent to SB 261, Governor Brown signed AB 1308 on October 11, 2017, which further expanded YOPH eligibility to persons who committed crimes before age 25.

Normally, CCPD would not be tasked with conducting parole hearings on behalf of their former clients. However, in 2016, the California Supreme Court ruled in the case of *People v. Franklin* that all inmates eligible for youth offender parole are entitled to a hearing before their parole eligibility date where they should be afforded an opportunity to present all mitigating evidence tied to their youthfulness at the time of the crime. These hearings are to be conducted in the Superior Court of the county of the original conviction. The evidence from these hearings would subsequently be used by the Parole Board in determining whether the individual is fit to reenter society despite having committed a serious crime while a child or young adult.

Based on these new laws, CCPD has an obligation to investigate the social and family history for all clients under 25 who currently have pending cases and who are facing potential incarceration for longer than 15 years. This means that CCPD attorneys must obtain such things as school records, medical records, dependency court records, and mental health records for their youthful clients. These records are to be used in presenting a mitigating case on behalf of our clients so that, when they are eligible for parole, the board can appropriately consider the client's youth and lack of maturity at the time of the offense.

Significantly, based on the *Franklin* decision, CCPD now has an additional obligation to conduct this mitigation investigation on behalf of all **former** clients who are currently in state prison and who are eligible for a YOPH. While representing clients at their parole hearings is not the responsibility of the CCPD, the law now requires the CCPD to make a record of youth-related mitigating evidence in Superior Court.

The pool of inmates eligible for a YOPH from Contra Costa is quite large. The Department of Corrections has identified approximately **607 prison inmates** sentenced by the Contra Costa County Superior Court who are potentially eligible for a *Franklin* hearing. This is a low estimate of those eligible, as this list of 607 includes only those who were under 23 at the time of their offense, and not those who were under 25 at the time of their offense. This group encompasses those sentenced from the 1980s forward. Many of these individuals have already served 15-25 years, meaning that they are immediately eligible for a hearing. This immediate eligibility has been confirmed in at least 129 cases. Many of these cases are required to be heard before January 1, 2020. The consequence of an incompetently-handled hearing can be a lifetime in prison versus early parole.

3. Program Design

At the present time, CCPD has dedicated one senior Deputy Public Defender to handling this new caseload. It is recognized as an effective practice for an attorney to work closely with a social worker as part of a multidisciplinary team to prepare for this type of hearing.

CCPD will add one social worker to work closely with the attorney handling *Franklin* hearings for those eligible in Contra Costa. The social worker assigned to YOPH will:

- Investigate mitigation, including collection of records (birth, medical, mental health, education, dependency/delinquency, military, jail/prison, etc.) for both our client and their immediate family members
- Communicate with the client to discuss their life circumstances at the time of the offense, their subsequent insight about their behavior at the time of the offense, the steps they have made towards rehabilitation while incarcerated and to plan for a successful reentry into the community
- Interview family members and other contacts who may have relevant testimony for the hearing
- Identify adverse childhood experiences and trauma and document these experiences
- Prepare a compelling statement in mitigation and social history, including the client's involvement in the offense, the impact of youth-related factors, and the client's likelihood of responding to rehabilitation, and what a reentry plan back into the community would entail

4. Outcomes

With the addition of a YOPH Social Worker, CCPD will be able to fulfill its duty to provide a meaningful opportunity for parole to those individuals entitled to this potential relief. This will further the goal of encouraging releases from custody and reduce recidivism by aiding successful reentry and reintegration for those released.

5. Budget

Employee Classification	Salary and Benefits
1 FT Social Work Supervisor	\$143,165
	Total \$143,165



Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

5.

Meeting Date: 02/05/2018

Subject: REPORT ON STATUS OF RACIAL JUSTICE TASK
FORCE

Submitted For: David Twa, County Administrator

Department: County Administrator

Referral No.: N/A

Referral Name: REPORT ON STATUS OF RACIAL JUSTICE TASK
FORCE

Presenter: Lara DeLaney, (925)
335-1097

Contact: Lara DeLaney, (925)
335-1097

Referral History:

ACCEPT update from the Office of Reentry and Justice on the Racial Justice Task Force

Referral Update:

See attachment

Recommendation(s)/Next Step(s):

See attachment

Fiscal Impact (if any):

See attachment

Attachments

Racial Justice Task Force Update



Memo to PPC: Update on RJTF

Introduction

Project Overview

The Contra Costa County Racial Justice Task Force (RJTF) formally launched on April 5, 2017. The RJTF has met monthly since that time to identify priorities, review data, discuss best practices, and develop recommendations related to racial disparities in criminal and juvenile justice systems and processes in Contra Costa County. An overview of the project timeline and topics is presented here:

- April – June 2017: Project Launch
 - Review of Criminal and Juvenile Justice Systems and Data
 - Identification of Initial Priority Areas
- July 2017 – Oct. 2017: Focus on Local Law Enforcement
 - Review data on juvenile and adult arrest trends to identify disparities
 - Discussion of Best Practices
 - Development of Preliminary Recommendations
- Nov. 2017 – Jan. 2018: Focus on Juvenile Justice
 - Review data on County juvenile justice trends to identify disparities
 - Discussion of Best Practices
 - Development of Preliminary Recommendations
- Feb. 2018 – April 2018: Focus on Criminal Justice
 - Review data on County criminal justice trends to identify disparities
 - Discussion of Best Practices
 - Development of Preliminary Recommendations
- May 2018 – June 2018: Prioritize and Finalize Recommendations
 - Integrate and prioritize preliminary recommendations
 - Finalize recommendations

In addition to meeting monthly, the Task Force has hosted the first of two rounds of community forums to increase residents' awareness about the Task Force and solicit feedback on focus areas.

The sections below provide additional information about project findings and preliminary recommendations.



Findings and Recommendations: Local Law Enforcement

Disparities in Local Law Enforcement Practices

The Task Force began by focusing on disparities in arrest rates across Contra Costa County in order to understand whether and to what extent there are disparities in people's entry to the criminal or juvenile justice system. Based on arrest data from the State of California Department of Justice, the Task Force established 6 key findings, related to arrests, diversion, and data collection. (Data to support these findings is available in Appendix A: Local Law Enforcement Data.)

Arrest Patterns

1. Across cities in Contra Costa County, Blacks are more likely to be arrested than other racial/ethnic group.
2. Racial disparities in arrests are often greater in cities with smaller Black populations.
3. While Black adults are more likely to be arrested than White adults across cities, there are important variations for what offenses disparities are greatest, indicating that different local processes drive city-level disparities.
4. Disparities for Black youth are greater than disparities for Black adults.

Diversion

5. There is no standardization in diversion processes and practices across Contra Costa County, meaning that individuals can be diverted for different offenses and with different resources in different cities.

Data Collection

6. There is no standardization in data collection across law enforcement agencies in Contra Costa County. In addition, there is limited-to-no data collected on most diversion programs, limiting the County's ability to determine who is being diverted and for what.

Recommendations for Local Law Enforcement Practices

To address the issues described above, the Task Force developed the following preliminary recommendations.

Diversion Practices

- LEAs increase partnerships with appropriate stakeholders, such as CBOs, District Attorney's office, Probation Department, etc., to provide diversion programs in partnership with local LEAs.
- LEAs issue citations and establish non-enforcement diversion programs as an alternative to arrests



Contra Costa County

Racial Justice Task Force

- CCC and LEAs consult best practices around data collection on diversion to protect confidentiality of community members and avoid unintended consequences.
- LEAs consider the use of diversion criteria to include appropriate felony level crimes.

Crisis Response Teams

- CCC evaluates the feasibility/need to build out Crisis Intervention Teams, Mobile Crisis Teams, or System-Wide Mental Health Assessment Teams countywide.
- Integrate de-escalation and mental health intervention trainings into LEA regional academy and/or department orientation

Procedural Justice

- CCC identifies funding for procedural justice training utilizing the train the trainer model for all LEAs across the county.
- CCC [e.g. Office of Reentry & Justice] works with the Chief's Association to create a forum to share information and strengthen promising practices around procedural justice.
- CCC provides resources to incentivize LEAs to implement improved procedural justice practices countywide.

Community Education and Engagement

- CCC [e.g. Office of Reentry & Justice] and LEAs host community forum to educate community members on how to identify a potential concern versus a reportable crime and what resources can be leveraged [e.g. 311-phone line].

Data Collection

- LEAs collect race-specific data on diversion, arrest, and outcomes of all calls for service and shared with a county entity.
- CCC publishes race-specific data (diversion, arrest, and outcomes on calls for service) online to create greater transparency and accountability of the County's LEAs.

Other Recommendations

In addition to these agreed upon recommendations, the RJTF would like further discussion about the following recommendations

- CCC creates a workgroup that includes, representatives from the Board of Supervisors, Community Advisory Board, region-wide CBOs, representatives from school districts, Probation, Judges, the DA's office, and the Public Defender's office to review LEA data on a quarterly basis to identify where disparities exist in the county's system and identify mechanisms for reducing racial disparities.





- CCC conducts quarterly community report-backs (e.g. BOS Public Safety Committee) across the county related to data collection and findings.
- CCC identifies a workgroup to review policy and procedures related to LEA hiring practices and recruitment approaches.
- LEAs improve capacity for data collection and analysis including expanding staff with data analysis capabilities.

Findings and Recommendations: Juvenile Justice Systems and Processes

The second phase of this project has focused on disparities in the County's juvenile justice systems and processes. Based on data from the Contra Costa County Probation Department, the Task Force established six key findings related to disparities in the juvenile justice system. The largest disparity occurs at the point of referral to probation, with Black youth referred to the Probation Department at a significantly higher rate than other youth. Once youth are referred to Probation, there are no disparities in the rate at which the Department files petitions. These and other findings are described here. (Data is available in Appendix B: Juvenile Justice Data.)

1. Black youth in Contra Costa County were 9 times more likely than White youth and 6 times more likely than Hispanic youth to be referred to Probation.
2. Of all youth referred to Probation, Black and Hispanic youth are 50% more likely than White youth to be detained prior to adjudication.
3. The Probation Department filed petitions at the same rate for all referred youth regardless of race; however, relative to their proportion of the overall county population, Black youth were 10 times more likely to have petitions filed than all other groups.
4. Among youth who had petitions filed, there were not disparities in who was deemed to be a ward of the court. There were still disparities compared to the overall rate within the population.
5. Among youth who were adjudicated delinquent, there were no disparities in which youth received a disposition of placement. There were still disparities compared to the overall rate within the population.
6. Among all youth who were made a ward of the court, Hispanic youth were 3 times more likely to be placed in secure confinement compared to White youth and Black youth were 2 times more likely to be placed in secure confinement compared to White youth.

Preliminary Recommendations

To address the issues described above, the Task Force developed the following preliminary recommendations.





Juvenile Justice Recommendations

Non-Punitive School Discipline

- All schools in Contra Costa County expand or implement existing non-punitive discipline practices, such as Positive Behavioral Interventions and Supports (PBIS) and Restorative Justice
- Contra Costa County Office of Education should provide training and technical assistance to all schools in the County to support implementation of PBIS and Restorative Justice, as well as data collection to assess implementation and impact.

Diversion

- Probation, the District Attorney's Office, the Public Defender's Office, and Office of Reentry and Justice should continue to establish formal partnerships with community-based organizations to provide diversion programs and services for youth.
- Probation, the District Attorney's Office, the Public Defender's Office, and Office of Reentry and Justice should establish criteria for diversion programs, with a focus on those offenses with greatest racial disparity. This must be done in partnership with cities and the County Police Chiefs Association.
- Probation, the District Attorney's Office, the Public Defender's Office, and Office of Reentry and Justice should work with the County Police Chief's Association to clarify and formalize appropriate offenses for diversion. This must be done in partnership with cities and the County Police Chiefs Association.
- Probation, the District Attorney's Office, the Public Defender's Office, and Office of Reentry and Justice should establish data collection parameters and processes for diversion practices.
- Office of Reentry and Justice should support analysis of diversion programs to measure efficacy and assess impact on racial disparities.

Structured Decision-Making

- Probation should develop or identify and validate the following evidence-based SDM tools for implementation:
 - Detention Risk Assessment Instrument (DRAI)
 - Dispositional Recommendations Matrix
 - Graduated Response Grid
- Probation should regularly assess tools to measure impact on racial disparities.

Alternatives to Confinement

- Probation, the District Attorney's Office, the Public Defender's Office and the Court should create an alternative to confinement eligibility with a focus on reducing racial disparities.





Contra Costa County

Racial Justice Task Force

- Probation, the District Attorney's Office, the Public Defender's Office, and the Courts should establish formal partnerships with community-based organizations to provide alternatives to confinement like Reporting Centers.
- Office of Reentry, Probation, and the Court should support data collection and analysis of alternatives to confinement interventions to measure efficacy and assess impact on racial disparities.

Holistic Defense

These services should be provided pre- and post-disposition:

- The Public Defender's Office should hire additional social workers that can assess youths' psychosocial needs and link them to services.
- The Public Defender's Office should increase its capacity to provide civil legal representation and educational advocacy to youth.

Next Steps

The Racial Justice Task Force is currently in the process of reviewing data on racial disparities in Contra Costa County criminal justice systems and processes in order to develop recommendations for amelioration. The Task Force will then work to integrate and prioritize recommendations from across justice system domains to develop a comprehensive set of recommendations. These will be presented to the larger County public via a series of community forums, which will take place in East, Central, and West County in May. The Task Force will finalize recommendations for submission to the Board in June.



Appendix A: Local Law Enforcement Data

Finding #1. Across cities in Contra Costa County, Blacks are more likely to be arrested than other racial/ethnic group.

Figure 1. Contra Costa County, Adult Arrests per 1,000

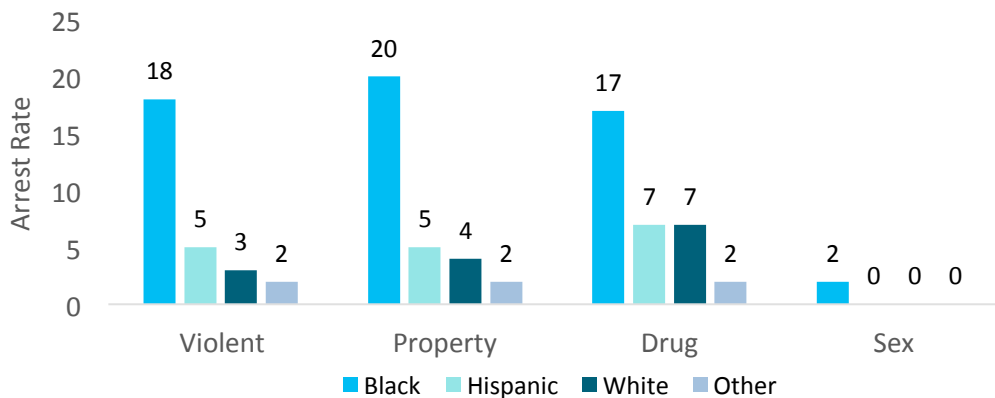


Figure 1 illustrates countywide arrest trends among Black, Hispanic, White and Other adults. Black adults are 6 times more likely than White adults to be arrested for a violent offense, as well as 5 times more likely to be arrested for a property crime and over 2 times as likely to be arrested for a drug offense.

Figure 2. Contra Costa County, Juvenile Arrests per 1,000

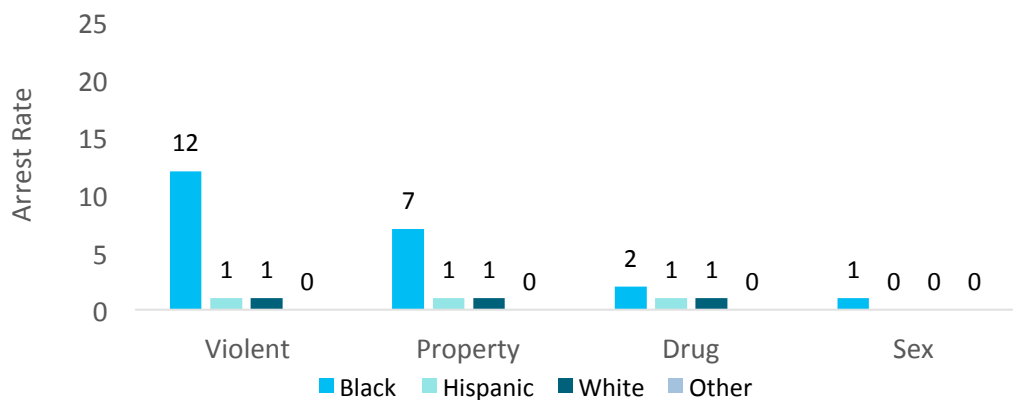


Figure 2 illustrates countywide arrest trends among Black, Hispanic, White and Other youth. Black youth are 12 times more likely to be arrested for a violent crime than White youth, while they are 7 times more likely to be arrested for a property offense and twice as likely to be arrested for a drug offense than White youth. A greater disparity among arrests rates by race exists within youth as compared to adults.



Finding #2. Racial disparities in arrests are often greater in cities with smaller Black populations.

While these graphs are city specific data, they are examples of a larger trend across most cities in Contra Costa County.

Figure 3. El Cerrito Population

Total Population: 24,136

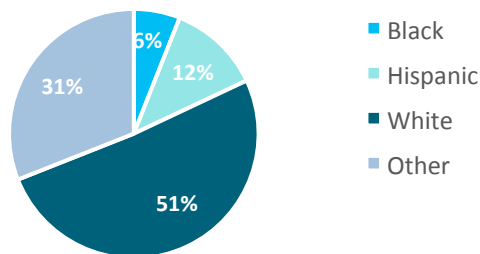


Figure 4. El Cerrito Adult Arrest Rates per 1,000

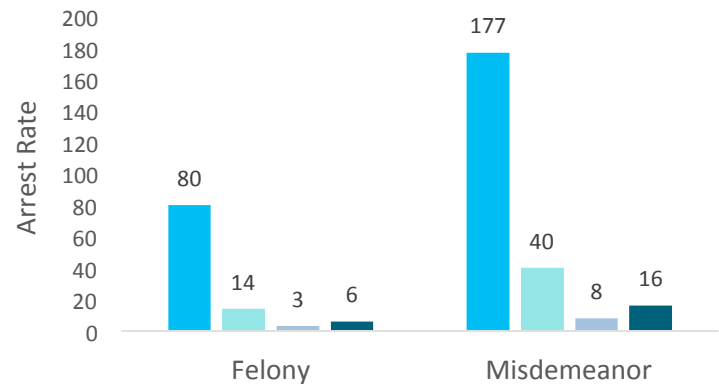


Figure 3 represents a breakdown of El Cerrito's total population demographics. Despite comprising only 6% of the city population, Black comprise a majority of individuals arrested, as shown in Figure 4. By contrast, the City of Richmond has a much larger overall Black population, as shown in figure 5, but a much smaller disparity in arrest rates. This trend is common across the County.

Figure 5. Richmond City Population

Total Population: 106,469

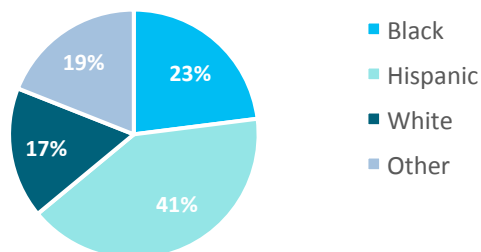
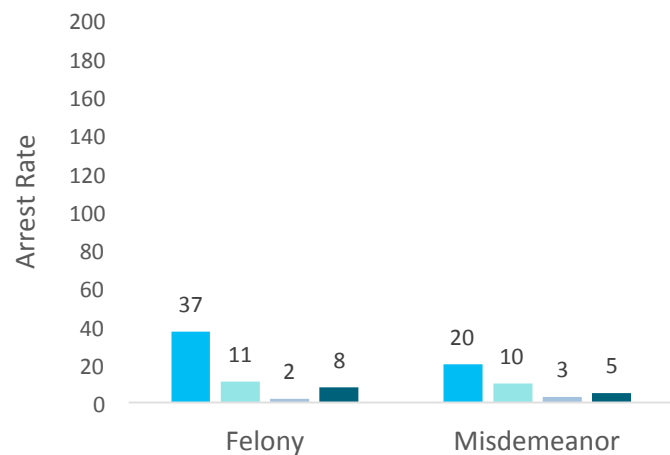


Figure 6. Richmond, Adult Arrests Rates per 1,000





Finding #3. While Black adults are more likely to be arrested than White adults, there are variations across cities for what offenses disparities are greatest.

Figures 7 and 8, below, demonstrate the variation in disparities across cities in Contra Costa County. While all cities show higher arrest rates for Black and, to a lesser extent, Hispanic residents, than Whites, the specific arrest offenses and disparities vary, indicating variation in local processes and decision-making.

Figure 7. City of El Cerrito, Adults Arrest Rates per 1,000

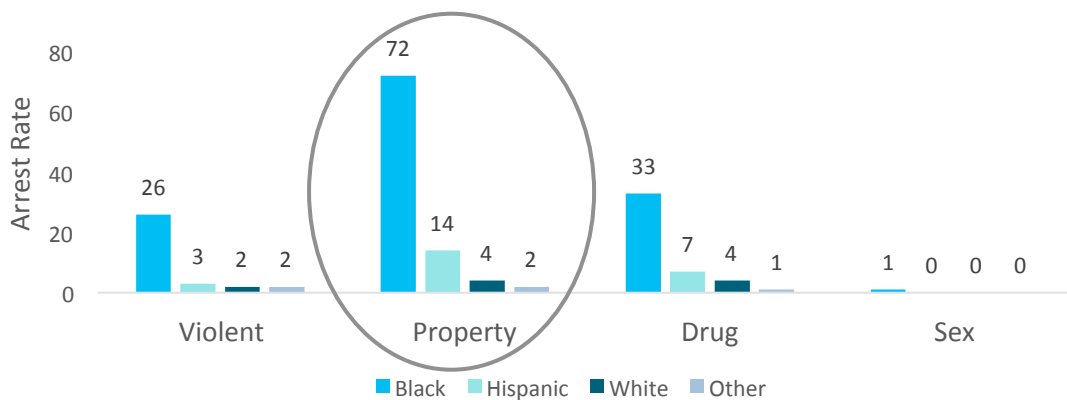
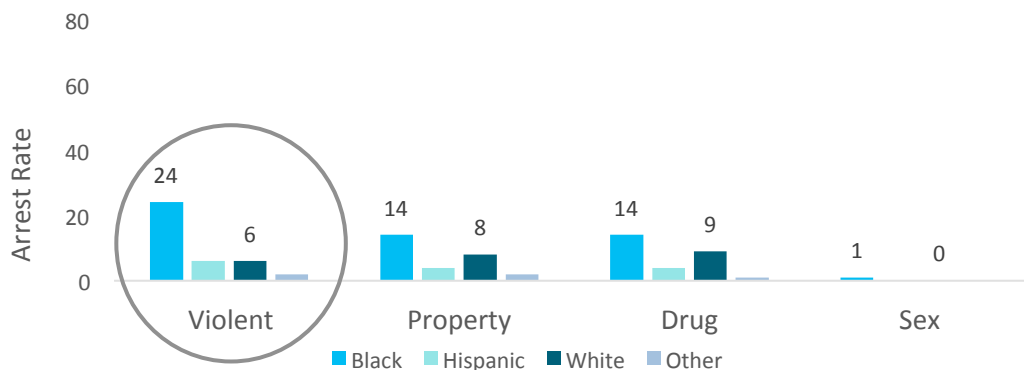


Figure 8. City of Antioch, Adult Arrest Rates per 1,000





Finding #4. Across most cities in Contra Costa County, Black youth are more likely to be arrested than White or Latino youth. Disparities for Black youth are greater than disparities for Black adults.

Figure 9. Contra Costa County, Felony Arrest Rates per 1,000

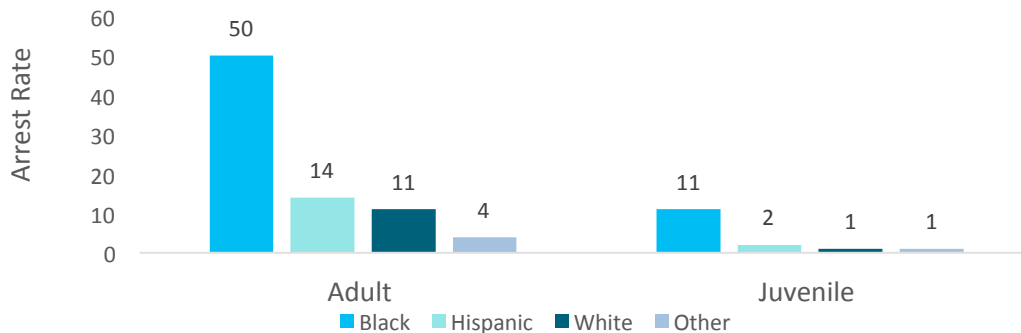
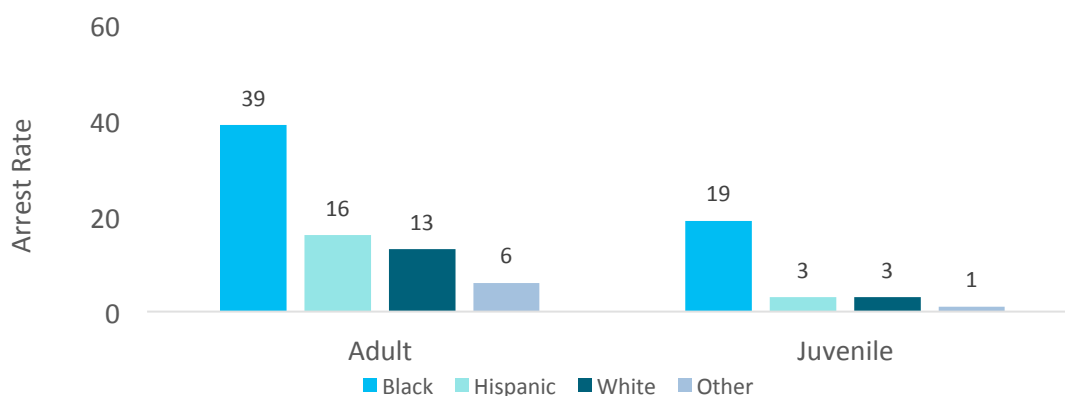


Figure 9 and 10 present countywide data comparing felony and misdemeanor arrest rates for youth and adults, by race. Compared to White adults, Black adults are approximately 5 times more likely to be arrested for a felony while Black youth are 11 times more likely to be arrested than White youth. Compared to White adults, Black adults are 3 times more likely to be arrested for a misdemeanor while Black youth are approximately 6 times more likely to be arrested. It is important to note that while overall arrest rates are higher for adults of all races than youth of all races, the *disparity* between arrests rates is greater for Black youth than Black adults.

Figure 10. Contra Costa County, Misdemeanor Arrest Rates per 1,000



Finding #6. Although LEAs have implemented diversion practices, there is no systematic data collection on these programs, who is diverted, or their impact

None of the following law enforcement agencies collect race-specific data on diversion practices:





- Richmond PD partners with RYSE to divert youth from official processing.
- Antioch PD partners with Reach to divert youth from official processing.
- Pittsburg and Concord PD have implemented the community court model to divert some adult and juvenile cases from formal processing.

Appendix B: Juvenile Justice Data

Disparities in County Juvenile Justice Systems

The following data use two different measures to assess racial disparities in Contra Costa County juvenile justice processes. The first measure is a *population rate*, which looks at each racial/ethnic group's representation in a justice system process compared to their representation in the overall population. The second measure is a *relative rate index (RRI)*, which compares each racial/ethnic group's representation in a justice system process compared to their representation *at the prior stage in the process*. The measure is important for understand which decision-points see an increase—or decrease—in disparities.

Finding #1. In 2015, Black youth in Contra Costa County were much more likely than Hispanic and White youth to be referred to Probation.

Figure 13. Rates of Referral to Probation per 1,000 youth, by Race

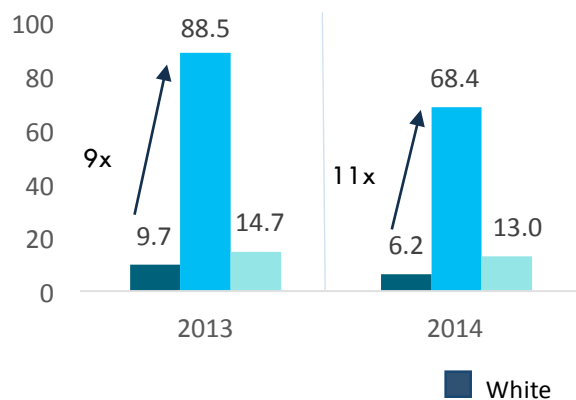


Figure 14. Referrals to Probation RRI, by Race

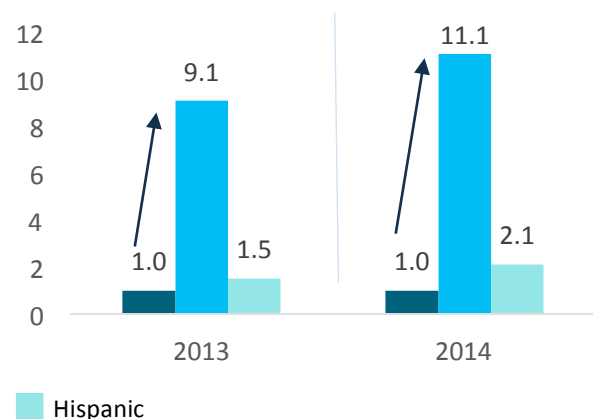


Figure 13 and Figure 14 illustrate overall, in 2013 and 2014, Black youth were more likely to be referred to probation compared to White youth in Contra Costa County.



Finding #2. Of all youth referred to Probation, Black and Hispanic youth are 50% more likely than White youth to be detained prior to adjudication.

Figure 15. Pre-Adjudication Detention Rates per 1,000

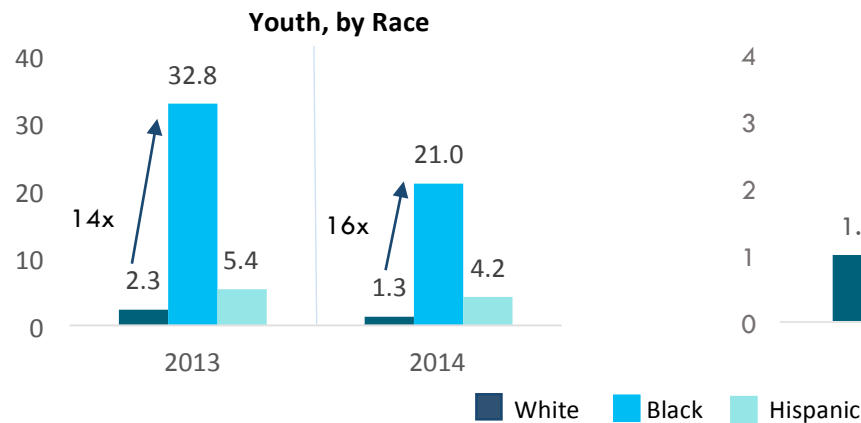
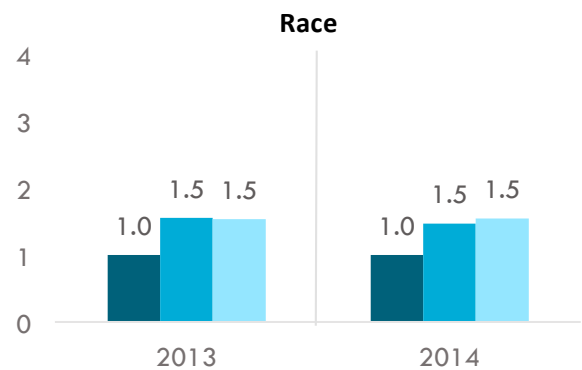


Figure 16. Pre-Adjudication Detention RRI, by Race



As seen in Figure 15, in 2013 and 2014, Black youth were over 10 times more likely to be detained prior to adjudication than White youth. Figure 16 shows that of the number of youth referred to probation, Black and Hispanic youth were more likely to be detained prior to adjudication than White youth.

Finding #3. The Probation Department filed petitions at the same rate for all referred youth regardless of race; however, relative to their proportion of the overall county population, Black youth were 10 times more likely to have petitions filed than all other groups.

Figure 17. Rates of Petitions Filed per 1,000 youth

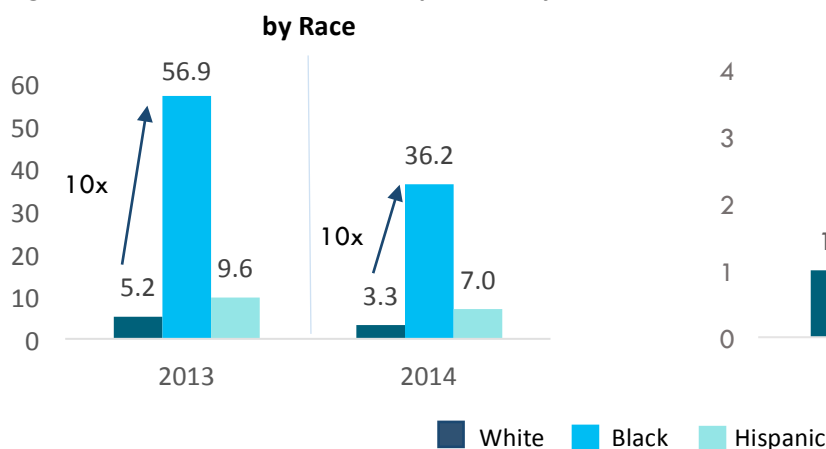


Figure 18. Petitions Filed RRI, by Race

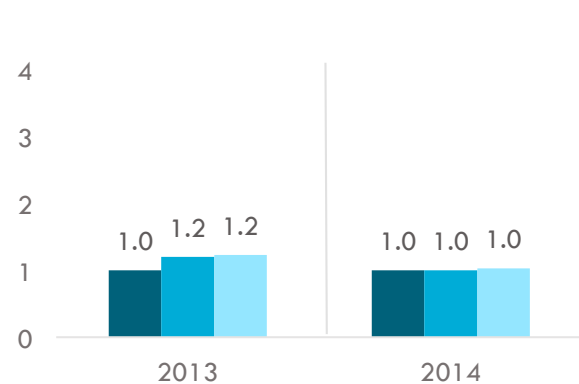


Figure 17 illustrates Black youth were 10 times more likely to have a petition filed than White youth. However, of the youth that were referred to probation, all groups had petitions filed at the same rate as seen in Figure 18.



Finding #4. Among youth who had petitions filed, there were not disparities in who was deemed to be a ward of the court. There were still disparities compared to the overall rate within the population.

Figure 19. Ward of the Court Rates per 1,000 by Race

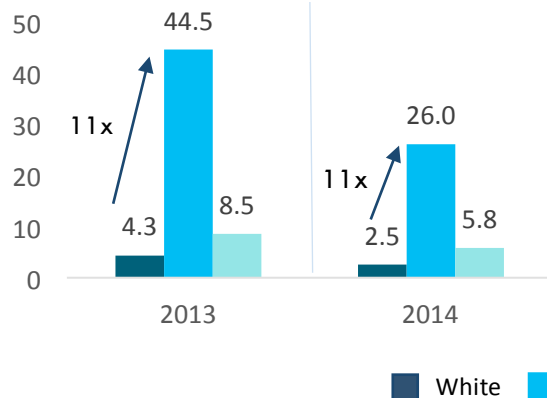
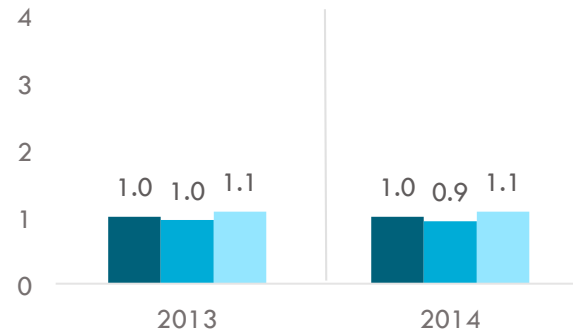


Figure 20. Ward of the Court RRI, by Race



In 2013 and 2014, Black youth were 11 times more likely to be deemed a ward of the court than White youth, as seen in Figure 19. However, Figure 20 shows that relative to the petitions filed in 2013 and 2014, the rate of wardship was approximately the same across all racial groups.

Finding #5. Among youth who were adjudicated delinquent, there were no disparities in which youth received a disposition of placement. There were still disparities compared to the overall rate within the population.

Figure 21. Placement Rates per 1,000 Youth, by Race

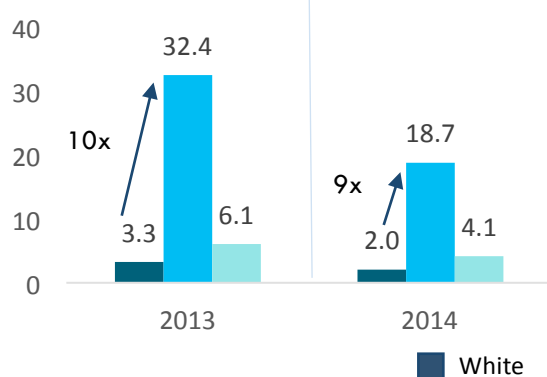
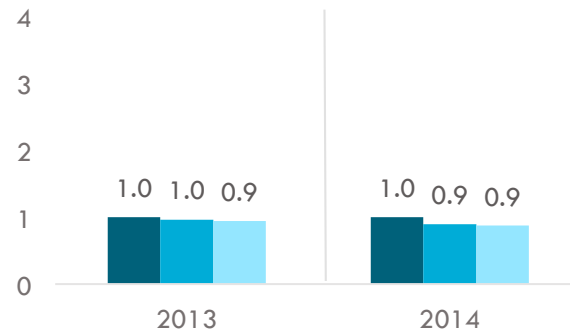


Figure 22. Placement RRI, by Race



As Figure 21 illustrates, Black youth were placed at a higher rate than Hispanic and White youth. However, Figure 22 shows how relative to court wardship, youth across all groups received placement at the same rate.



Finding #6. Among all youth who were made a ward of the court, Hispanic youth were 3 times more likely to be placed in secure confinement compared to White youth and Black youth were 2 times more likely to be placed in secure confinement compared to White youth.

Figure 23. Secure Confinement Rates per 1,000

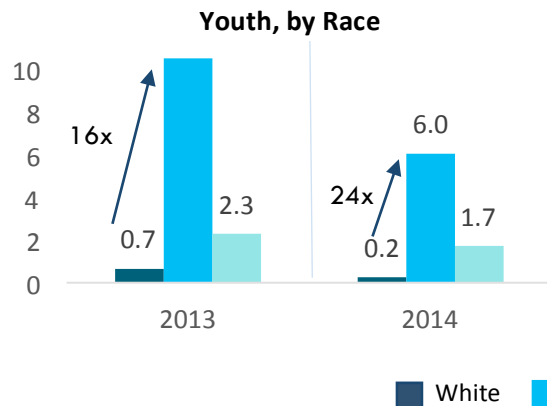
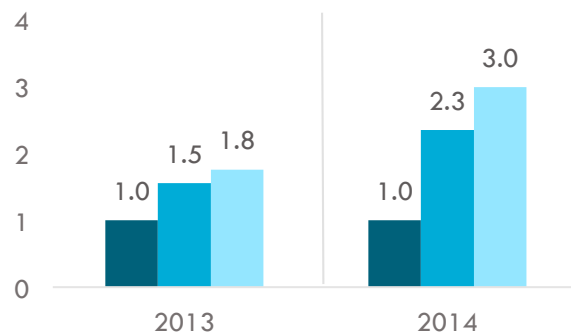


Figure 24. Secure Confinement RRI, by Race



In 2013 and 2014, Black youth were over 15 times more likely to be sent to secure confinement than White youth, as seen in Figure 23. However, relative to being a ward of the court, Hispanic youth were more likely to be confined compare to other youth, as seen in Figure 24.



Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

6.

Meeting Date: 02/05/2018

Subject: COUNTY LAW ENFORCEMENT PARTICIPATION AND
INTERACTION WITH FEDERAL IMMIGRATION
AUTHORITIES

Submitted For: PUBLIC PROTECTION COMMITTEE,

Department: County Administrator

Referral No.: N/A

Referral Name: COUNTY LAW ENFORCEMENT PARTICIPATION AND
INTERACTION WITH FEDERAL IMMIGRATION
AUTHORITIES

Presenter: Timothy Ewell,
925-335-1036

Contact: Timothy Ewell,
925-335-1036

Referral History:

On February 7, 2017, the Board of Supervisors referral to the Public Protection Committee the topic of law enforcement participation and interaction with Federal immigration authorities. A copy of the Board's referral is attached for reference.

Subsequently, the PPC introduced this referral at it's March 2017 meeting, primarily to discuss Senate Bill 54 (De Leon), which at the time was newly introduced in the Legislature. The Committee directed the County Probation Department to have County Counsel review the current policy on immigration (including cooperation with the federal government and serving clients that are undocumented residents of the County) and return to the Committee with an update. In addition, the Committee requested a review of the Sheriff's Office contract with the US Marshal service, which is also used by the Department of Homeland Security - Immigration and Customs Enforcement (ICE) to house undocumented individuals who are in the custody of the federal government.

The Committee has not heard an update on this issue, pending the outcome of SB 54, which ultimately was passed by the Legislature and signed into law by Governor Brown earlier this year. Following its passage and enrollment, the Probation Department and Sheriff's Office have worked with County Counsel proactively to ensure that the County is in compliance with the requirements of the new law.

Federal Grant Requirements and Related Legal Challenges

Following the March 2017 meeting of the Committee, the US Department of Justice began conditioning certain federal grant awards to state and local governments on the cooperation with federal immigration authorities. This has been rolled out in the form of 1) requesting the jurisdictions receiving grants to self certify (under penalty of perjury by the Chief Legal Officer, in our case County Counsel) that the jurisdiction is in compliance with the conditions of 8 USC 1373, and 2) that the jurisdiction would honor 48-hour detainer requests for undocumented individuals already in local custody for separate criminal law violations. Neither the Probation Department nor the Sheriff's Office honor detainer requests from the federal government and have not done so for several years.

There have been several legal challenges to the Administration's various actions on immigration. Most notably with regard to the withholding of funding from state and local governments is *City of Chicago vs. Sessions III*, where a nationwide injunction has been ordered against the new regulations sought to be imposed by the USDOJ. An article from the Chicago Tribune has been included in today's packet for additional information.

Also, a coalition of local jurisdictions nationwide, including cities and counties, filed an *amicus* brief in *City of Philadelphia vs. Sessions III* on October 19th of this year in support of the City's motion for preliminary injunction. In this case, the City is largely requesting an injunction very similar to that ordered in the Chicago case. A copy of the brief is included in today's packet for reference.

Potential for Financial Impact to the County

As the legal challenges described above progress, the County will continue to be mindful of the potential impacts to County programs. At first glance, it may be easy to determine that any financial impact from the change in federal policy would only impact law enforcement activities; however, several County

departments receive funding from USDOJ and DHS. The summary below illustrates a worst case scenario to the County - that is, that all grant funds from both federal agencies are discontinued.

Potential Impacts of Executive Order 13768			
Contra Costa County			
Sheriff's Office	\$	19,836,390	
Employment and Human Services	\$	1,984,787	
Probation	\$	1,143,496	
County Administrator	\$	983,971	
District Attorney	\$	563,848	
Public Defender	\$	180,412	
Total \$ 24,692,904			

The federal government has been choosing certain grants to apply the new regulations to, but there generally does not seem to be a specific criteria used to determine what grants the regulations may be applied to. For this reason, it is highly unlikely that the entire \$24.7 million could be impacted, but in the interest of proactively understanding the portfolio of grants maintained by the County, staff prepared this chart as a tool for discussion purposes.

On November 6, 2017, the Committee received an update on this referral and directed staff to schedule a special meeting in December for followup. Specifically, staff presented a report on how the County is working proactively to ensure smooth implementation of the requirements of SB 54, to the extent that the County does not already meet those requirements. This included an analysis by County Counsel of the current policies for each department against the new requirements of SB 54 for easy reference. The Committee asked for an updated version of the analysis for the December meeting, which is included in today's packet. Also, the actual policies from both the Sheriff's Office and the Probation Department (draft) were included for reference. In addition, Committee staff provided a brief overview on the issues related to the potential financial impacts from US DOJ and DHS grant conditions on certain federal grant awards.

The Committee also discussed the Sheriff's Office contract with the US Marshal services, which is used by ICE to house detainees currently in the custody of the federal government and requested a copy of the contract be included in the December packet for reference.

On December 7, 2017, the Committee received an update on various, ongoing litigation items across the country and the status of updates to the immigration policies of the Sheriff's Office and Probation Department. In addition, County Counsel prepared an updated analysis of existing policies and Committee staff included a copy of the interagency agreement between the US Marshal Service and the Sheriff's Office for review. The US Marshal contract is used by the Immigration and Customs Enforcement (ICE) Agency to house undocumented detainees that are already in the custody of the federal government in County jail facilities.

The Committee requested that the issue return at the February 5, 2018 Committee meeting for an update.

Referral Update:

Staff will be present to provide an update on the following items:

1. Various litigation items being tracked by the Committee related to immigration.
2. Implementation of SB 54 in Contra Costa County, including revision of Probation Department and Sheriff's Office policies on immigration.
3. Update on USDOJ action against the County related to its compliance with 8 USC 1373.
4. Implementation of Stand Together CoCo by the Public Defender's Office

Recommendation(s)/Next Step(s):

1. ACCEPT reports from staff related to various immigration related issues, including implementation of Senate Bill 54 (Chapter 475, Statutes of 2017), status of federal litigation and correspondence with the U.S. Department of Justice related to federal grants.
2. PROVIDE direction to staff on next steps.

Attachments

Board of Supervisors' Referral

Senate Bill 54 (De León), Chapter 495 Statutes of 2017

Senate Bill 54 (De León) - Redline of Existing Law

Senate Bill 54 Analysis - County Counsel

Chicago Tribune Article, October 13, 2017

Brief of Amici Curiae - City of Philadelphia vs Sessions III, filed October 19, 2017

Letter from USDOJ to Contra Costa re: 8 USC 1373 Compliance

UPDATED: Interagency Service Agreement ICE w/ Amendments

UPDATED: Probation Department Immigration Policy

UPDATED: Sheriff's Office Immigration Policy

Stand Together CoCo - PowerPoint Presentation

Stand Together CoCo - RFP Response

Stand Together CoCo - Partner Advisory Letter



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: February 7, 2017

Subject: REFERRAL TO PUBLIC PROTECTION COMMITTEE OF COUNTY LAW ENFORCEMENT
PARTICIPATION AND INTERACTION WITH FEDERAL IMMIGRATION AUTHORITIES

RECOMMENDATION(S):

REFER the issue of Contra Costa County law enforcement participation and interaction with federal immigration authorities to the Public Protection Committee.

FISCAL IMPACT:

None.

BACKGROUND:

There has been growing public concern around the county, especially among immigrant communities, about the nature of local law enforcement interaction with federal immigration authorities. This concern has been increasing due to the current political environment and has impacted the willingness of residents of immigrant communities to access certain health and social services provided by community-based organizations. For example, the Executive Director of Early Childhood Mental Health has reported that a number of Latino families have canceled mental health appointments for their children due to concerns over

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/07/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 7, 2017

, County Administrator and Clerk of the Board of Supervisors

Contact: Supervisor John Gioia
(510) 231-8686

By: Stephanie Mello, Deputy

cc:

being deported. It is timely and in the public interest to refer this issue to the Public Protection Committee.

Senate Bill No. 54

CHAPTER 495

An act to amend Sections 7282 and 7282.5 of, and to add Chapter 17.25 (commencing with Section 7284) to Division 7 of Title 1 of, the Government Code, and to repeal Section 11369 of the Health and Safety Code, relating to law enforcement.

[Approved by Governor October 5, 2017. Filed with
Secretary of State October 5, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

SB 54, De León. Law enforcement: sharing data.

Existing law provides that when there is reason to believe that a person arrested for a violation of specified controlled substance provisions may not be a citizen of the United States, the arresting agency shall notify the appropriate agency of the United States having charge of deportation matters.

This bill would repeal those provisions.

Existing law provides that whenever an individual who is a victim of or witness to a hate crime, or who otherwise can give evidence in a hate crime investigation, is not charged with or convicted of committing any crime under state law, a peace officer may not detain the individual exclusively for any actual or suspected immigration violation or report or turn the individual over to federal immigration authorities.

This bill would, among other things and subject to exceptions, prohibit state and local law enforcement agencies, including school police and security departments, from using money or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes, as specified, and would, subject to exceptions, proscribe other activities or conduct in connection with immigration enforcement by law enforcement agencies. The bill would apply those provisions to the circumstances in which a law enforcement official has discretion to cooperate with immigration authorities. The bill would require, by October 1, 2018, the Attorney General, in consultation with the appropriate stakeholders, to publish model policies limiting assistance with immigration enforcement to the fullest extent possible for use by public schools, public libraries, health facilities operated by the state or a political subdivision of the state, and courthouses, among others. The bill would require, among others, all public schools, health facilities operated by the state or a political subdivision of the state, and courthouses to implement the model policy, or an equivalent policy. The bill would state that, among others, all other organizations and entities that provide services related to physical or mental health and wellness, education, or access to justice, including the University of California, are encouraged to adopt the model policy. The bill would require

that a law enforcement agency that chooses to participate in a joint law enforcement task force, as defined, submit a report annually pertaining to task force operations to the Department of Justice, as specified. The bill would require the Attorney General, by March 1, 2019, and annually thereafter, to report on the types and frequency of joint law enforcement task forces, and other information, as specified, and to post those reports on the Attorney General's Internet Web site. The bill would require law enforcement agencies to report to the department annually regarding transfers of persons to immigration authorities. The bill would require the Attorney General to publish guidance, audit criteria, and training recommendations regarding state and local law enforcement databases, for purposes of limiting the availability of information for immigration enforcement, as specified. The bill would require the Department of Corrections and Rehabilitation to provide a specified written consent form in advance of any interview between a person in department custody and the United States Immigration and Customs Enforcement regarding civil immigration violations.

This bill would state findings and declarations of the Legislature relating to these provisions.

By imposing additional duties on public schools and local law enforcement agencies, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 7282 of the Government Code is amended to read:

7282. For purposes of this chapter, the following terms have the following meanings:

(a) "Conviction" shall have the same meaning as subdivision (d) of Section 667 of the Penal Code.

(b) "Eligible for release from custody" means that the individual may be released from custody because one of the following conditions has occurred:

(1) All criminal charges against the individual have been dropped or dismissed.

(2) The individual has been acquitted of all criminal charges filed against him or her.

(3) The individual has served all the time required for his or her sentence.

(4) The individual has posted a bond.

(5) The individual is otherwise eligible for release under state or local law, or local policy.

(c) “Hold request,” “notification request,” and “transfer request” have the same meanings as provided in Section 7283. Hold, notification, and transfer requests include requests issued by the United States Immigration and Customs Enforcement or the United States Customs and Border Protection as well as any other immigration authorities.

(d) “Law enforcement official” means any local agency or officer of a local agency authorized to enforce criminal statutes, regulations, or local ordinances or to operate jails or to maintain custody of individuals in jails, and any person or local agency authorized to operate juvenile detention facilities or to maintain custody of individuals in juvenile detention facilities.

(e) “Local agency” means any city, county, city and county, special district, or other political subdivision of the state.

(f) “Serious felony” means any of the offenses listed in subdivision (c) of Section 1192.7 of the Penal Code and any offense committed in another state which, if committed in California, would be punishable as a serious felony as defined by subdivision (c) of Section 1192.7 of the Penal Code.

(g) “Violent felony” means any of the offenses listed in subdivision (c) of Section 667.5 of the Penal Code and any offense committed in another state which, if committed in California, would be punishable as a violent felony as defined by subdivision (c) of Section 667.5 of the Penal Code.

SEC. 2. Section 7282.5 of the Government Code is amended to read:

7282.5. (a) A law enforcement official shall have discretion to cooperate with immigration authorities only if doing so would not violate any federal, state, or local law, or local policy, and where permitted by the California Values Act (Chapter 17.25 (commencing with Section 7284)). Additionally, the specific activities described in subparagraph (C) of paragraph (1) of subdivision (a) of, and in paragraph (4) of subdivision (a) of, Section 7284.6 shall only occur under the following circumstances:

(1) The individual has been convicted of a serious or violent felony identified in subdivision (c) of Section 1192.7 of, or subdivision (c) of Section 667.5 of, the Penal Code.

(2) The individual has been convicted of a felony punishable by imprisonment in the state prison.

(3) The individual has been convicted within the past five years of a misdemeanor for a crime that is punishable as either a misdemeanor or a felony for, or has been convicted within the last 15 years of a felony for, any of the following offenses:

(A) Assault, as specified in, but not limited to, Sections 217.1, 220, 240, 241.1, 241.4, 241.7, 244, 244.5, 245, 245.2, 245.3, 245.5, 4500, and 4501 of the Penal Code.

(B) Battery, as specified in, but not limited to, Sections 242, 243.1, 243.3, 243.4, 243.6, 243.7, 243.9, 273.5, 347, 4501.1, and 4501.5 of the Penal Code.

(C) Use of threats, as specified in, but not limited to, Sections 71, 76, 139, 140, 422, 601, and 11418.5 of the Penal Code.

(D) Sexual abuse, sexual exploitation, or crimes endangering children, as specified in, but not limited to, Sections 266, 266a, 266b, 266c, 266d,

266f, 266g, 266h, 266i, 266j, 267, 269, 288, 288.5, 311.1, 311.3, 311.4, 311.10, 311.11, and 647.6 of the Penal Code.

(E) Child abuse or endangerment, as specified in, but not limited to, Sections 270, 271, 271a, 273a, 273ab, 273d, 273.4, and 278 of the Penal Code.

(F) Burglary, robbery, theft, fraud, forgery, or embezzlement, as specified in, but not limited to, Sections 211, 215, 459, 463, 470, 476, 487, 496, 503, 518, 530.5, 532, and 550 of the Penal Code.

(G) Driving under the influence of alcohol or drugs, but only for a conviction that is a felony.

(H) Obstruction of justice, as specified in, but not limited to, Sections 69, 95, 95.1, 136.1, and 148.10 of the Penal Code.

(I) Bribery, as specified in, but not limited to, Sections 67, 67.5, 68, 74, 85, 86, 92, 93, 137, 138, and 165 of the Penal Code.

(J) Escape, as specified in, but not limited to, Sections 107, 109, 110, 4530, 4530.5, 4532, 4533, 4534, 4535, and 4536 of the Penal Code.

(K) Unlawful possession or use of a weapon, firearm, explosive device, or weapon of mass destruction, as specified in, but not limited to, Sections 171b, 171c, 171d, 246, 246.3, 247, 417, 417.3, 417.6, 417.8, 4574, 11418, 11418.1, 12021.5, 12022, 12022.2, 12022.3, 12022.4, 12022.5, 12022.53, 12022.55, 18745, 18750, and 18755 of, and subdivisions (c) and (d) of Section 26100 of, the Penal Code.

(L) Possession of an unlawful deadly weapon, under the Deadly Weapons Recodification Act of 2010 (Part 6 (commencing with Section 16000) of the Penal Code).

(M) An offense involving the felony possession, sale, distribution, manufacture, or trafficking of controlled substances.

(N) Vandalism with prior convictions, as specified in, but not limited to, Section 594.7 of the Penal Code.

(O) Gang-related offenses, as specified in, but not limited to, Sections 186.22, 186.26, and 186.28 of the Penal Code.

(P) An attempt, as defined in Section 664 of, or a conspiracy, as defined in Section 182 of, the Penal Code, to commit an offense specified in this section.

(Q) A crime resulting in death, or involving the personal infliction of great bodily injury, as specified in, but not limited to, subdivision (d) of Section 245.6 of, and Sections 187, 191.5, 192, 192.5, 12022.7, 12022.8, and 12022.9 of, the Penal Code.

(R) Possession or use of a firearm in the commission of an offense.

(S) An offense that would require the individual to register as a sex offender pursuant to Section 290, 290.002, or 290.006 of the Penal Code.

(T) False imprisonment, slavery, and human trafficking, as specified in, but not limited to, Sections 181, 210.5, 236, 236.1, and 4503 of the Penal Code.

(U) Criminal profiteering and money laundering, as specified in, but not limited to, Sections 186.2, 186.9, and 186.10 of the Penal Code.

(V) Torture and mayhem, as specified in, but not limited to, Section 203 of the Penal Code.

(W) A crime threatening the public safety, as specified in, but not limited to, Sections 219, 219.1, 219.2, 247.5, 404, 404.6, 405a, 451, and 11413 of the Penal Code.

(X) Elder and dependent adult abuse, as specified in, but not limited to, Section 368 of the Penal Code.

(Y) A hate crime, as specified in, but not limited to, Section 422.55 of the Penal Code.

(Z) Stalking, as specified in, but not limited to, Section 646.9 of the Penal Code.

(AA) Soliciting the commission of a crime, as specified in, but not limited to, subdivision (c) of Section 286 of, and Sections 653j and 653.23 of, the Penal Code.

(AB) An offense committed while on bail or released on his or her own recognizance, as specified in, but not limited to, Section 12022.1 of the Penal Code.

(AC) Rape, sodomy, oral copulation, or sexual penetration, as specified in, but not limited to, paragraphs (2) and (6) of subdivision (a) of Section 261 of, paragraphs (1) and (4) of subdivision (a) of Section 262 of, Section 264.1 of, subdivisions (c) and (d) of Section 286 of, subdivisions (c) and (d) of Section 288a of, and subdivisions (a) and (j) of Section 289 of, the Penal Code.

(AD) Kidnapping, as specified in, but not limited to, Sections 207, 209, and 209.5 of the Penal Code.

(AE) A violation of subdivision (c) of Section 20001 of the Vehicle Code.

(4) The individual is a current registrant on the California Sex and Arson Registry.

(5) The individual has been convicted of a federal crime that meets the definition of an aggravated felony as set forth in subparagraphs (A) to (P), inclusive, of paragraph (43) of subsection (a) of Section 101 of the federal Immigration and Nationality Act (8 U.S.C. Sec. 1101), or is identified by the United States Department of Homeland Security's Immigration and Customs Enforcement as the subject of an outstanding federal felony arrest warrant.

(6) In no case shall cooperation occur pursuant to this section for individuals arrested, detained, or convicted of misdemeanors that were previously felonies, or were previously crimes punishable as either misdemeanors or felonies, prior to passage of the Safe Neighborhoods and Schools Act of 2014 as it amended the Penal Code.

(b) In cases in which the individual is arrested and taken before a magistrate on a charge involving a serious or violent felony, as identified in subdivision (c) of Section 1192.7 or subdivision (c) of Section 667.5 of the Penal Code, respectively, or a felony that is punishable by imprisonment in state prison, and the magistrate makes a finding of probable cause as to that charge pursuant to Section 872 of the Penal Code, a law enforcement official shall additionally have discretion to cooperate with immigration

officials pursuant to subparagraph (C) of paragraph (1) of subdivision (a) of Section 7284.6.

SEC. 3. Chapter 17.25 (commencing with Section 7284) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 17.25. COOPERATION WITH IMMIGRATION AUTHORITIES

7284. This chapter shall be known, and may be cited, as the California Values Act.

7284.2. The Legislature finds and declares the following:

(a) Immigrants are valuable and essential members of the California community. Almost one in three Californians is foreign born and one in two children in California has at least one immigrant parent.

(b) A relationship of trust between California's immigrant community and state and local agencies is central to the public safety of the people of California.

(c) This trust is threatened when state and local agencies are entangled with federal immigration enforcement, with the result that immigrant community members fear approaching police when they are victims of, and witnesses to, crimes, seeking basic health services, or attending school, to the detriment of public safety and the well-being of all Californians.

(d) Entangling state and local agencies with federal immigration enforcement programs diverts already limited resources and blurs the lines of accountability between local, state, and federal governments.

(e) State and local participation in federal immigration enforcement programs also raises constitutional concerns, including the prospect that California residents could be detained in violation of the Fourth Amendment to the United States Constitution, targeted on the basis of race or ethnicity in violation of the Equal Protection Clause, or denied access to education based on immigration status. See *Sanchez Ochoa v. Campbell, et al.* (E.D. Wash. 2017) 2017 WL 3476777; *Trujillo Santoya v. United States, et al.* (W.D. Tex. 2017) 2017 WL 2896021; *Moreno v. Napolitano* (N.D. Ill. 2016) 213 F. Supp. 3d 999; *Morales v. Chadbourne* (1st Cir. 2015) 793 F.3d 208; *Miranda-Olivares v. Clackamas County* (D. Or. 2014) 2014 WL 1414305; *Galarza v. Szalczyk* (3d Cir. 2014) 745 F.3d 634.

(f) This chapter seeks to ensure effective policing, to protect the safety, well-being, and constitutional rights of the people of California, and to direct the state's limited resources to matters of greatest concern to state and local governments.

(g) It is the intent of the Legislature that this chapter shall not be construed as providing, expanding, or ratifying any legal authority for any state or local law enforcement agency to participate in immigration enforcement.

7284.4. For purposes of this chapter, the following terms have the following meanings:

(a) "California law enforcement agency" means a state or local law enforcement agency, including school police or security departments.

“California law enforcement agency” does not include the Department of Corrections and Rehabilitation.

(b) “Civil immigration warrant” means any warrant for a violation of federal civil immigration law, and includes civil immigration warrants entered in the National Crime Information Center database.

(c) “Immigration authority” means any federal, state, or local officer, employee, or person performing immigration enforcement functions.

(d) “Health facility” includes health facilities as defined in Section 1250 of the Health and Safety Code, clinics as defined in Sections 1200 and 1200.1 of the Health and Safety Code, and substance abuse treatment facilities.

(e) “Hold request,” “notification request,” “transfer request,” and “local law enforcement agency” have the same meaning as provided in Section 7283. Hold, notification, and transfer requests include requests issued by United States Immigration and Customs Enforcement or United States Customs and Border Protection as well as any other immigration authorities.

(f) “Immigration enforcement” includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law, and also includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a person’s presence in, entry, or reentry to, or employment in, the United States.

(g) “Joint law enforcement task force” means at least one California law enforcement agency collaborating, engaging, or partnering with at least one federal law enforcement agency in investigating federal or state crimes.

(h) “Judicial probable cause determination” means a determination made by a federal judge or federal magistrate judge that probable cause exists that an individual has violated federal criminal immigration law and that authorizes a law enforcement officer to arrest and take into custody the individual.

(i) “Judicial warrant” means a warrant based on probable cause for a violation of federal criminal immigration law and issued by a federal judge or a federal magistrate judge that authorizes a law enforcement officer to arrest and take into custody the person who is the subject of the warrant.

(j) “Public schools” means all public elementary and secondary schools under the jurisdiction of local governing boards or a charter school board, the California State University, and the California Community Colleges.

(k) “School police and security departments” includes police and security departments of the California State University, the California Community Colleges, charter schools, county offices of education, schools, and school districts.

7284.6. (a) California law enforcement agencies shall not:

(1) Use agency or department moneys or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes, including any of the following:

(A) Inquiring into an individual’s immigration status.

(B) Detaining an individual on the basis of a hold request.

(C) Providing information regarding a person's release date or responding to requests for notification by providing release dates or other information unless that information is available to the public, or is in response to a notification request from immigration authorities in accordance with Section 7282.5. Responses are never required, but are permitted under this subdivision, provided that they do not violate any local law or policy.

(D) Providing personal information, as defined in Section 1798.3 of the Civil Code, about an individual, including, but not limited to, the individual's home address or work address unless that information is available to the public.

(E) Making or intentionally participating in arrests based on civil immigration warrants.

(F) Assisting immigration authorities in the activities described in Section 1357(a)(3) of Title 8 of the United States Code.

(G) Performing the functions of an immigration officer, whether pursuant to Section 1357(g) of Title 8 of the United States Code or any other law, regulation, or policy, whether formal or informal.

(2) Place peace officers under the supervision of federal agencies or employ peace officers deputized as special federal officers or special federal deputies for purposes of immigration enforcement. All peace officers remain subject to California law governing conduct of peace officers and the policies of the employing agency.

(3) Use immigration authorities as interpreters for law enforcement matters relating to individuals in agency or department custody.

(4) Transfer an individual to immigration authorities unless authorized by a judicial warrant or judicial probable cause determination, or in accordance with Section 7282.5.

(5) Provide office space exclusively dedicated for immigration authorities for use within a city or county law enforcement facility.

(6) Contract with the federal government for use of California law enforcement agency facilities to house individuals as federal detainees, except pursuant to Chapter 17.8 (commencing with Section 7310).

(b) Notwithstanding the limitations in subdivision (a), this section does not prevent any California law enforcement agency from doing any of the following that does not violate any policy of the law enforcement agency or any local law or policy of the jurisdiction in which the agency is operating:

(1) Investigating, enforcing, or detaining upon reasonable suspicion of, or arresting for a violation of, Section 1326(a) of Title 8 of the United States Code that may be subject to the enhancement specified in Section 1326(b)(2) of Title 8 of the United States Code and that is detected during an unrelated law enforcement activity. Transfers to immigration authorities are permitted under this subsection only in accordance with paragraph (4) of subdivision (a).

(2) Responding to a request from immigration authorities for information about a specific person's criminal history, including previous criminal arrests, convictions, or similar criminal history information accessed through

the California Law Enforcement Telecommunications System (CLETS), where otherwise permitted by state law.

(3) Conducting enforcement or investigative duties associated with a joint law enforcement task force, including the sharing of confidential information with other law enforcement agencies for purposes of task force investigations, so long as the following conditions are met:

(A) The primary purpose of the joint law enforcement task force is not immigration enforcement, as defined in subdivision (f) of Section 7284.4.

(B) The enforcement or investigative duties are primarily related to a violation of state or federal law unrelated to immigration enforcement.

(C) Participation in the task force by a California law enforcement agency does not violate any local law or policy to which it is otherwise subject.

(4) Making inquiries into information necessary to certify an individual who has been identified as a potential crime or trafficking victim for a T or U Visa pursuant to Section 1101(a)(15)(T) or 1101(a)(15)(U) of Title 8 of the United States Code or to comply with Section 922(d)(5) of Title 18 of the United States Code.

(5) Giving immigration authorities access to interview an individual in agency or department custody. All interview access shall comply with requirements of the TRUTH Act (Chapter 17.2 (commencing with Section 7283)).

(c) (1) If a California law enforcement agency chooses to participate in a joint law enforcement task force, for which a California law enforcement agency has agreed to dedicate personnel or resources on an ongoing basis, it shall submit a report annually to the Department of Justice, as specified by the Attorney General. The law enforcement agency shall report the following information, if known, for each task force of which it is a member:

(A) The purpose of the task force.

(B) The federal, state, and local law enforcement agencies involved.

(C) The total number of arrests made during the reporting period.

(D) The number of people arrested for immigration enforcement purposes.

(2) All law enforcement agencies shall report annually to the Department of Justice, in a manner specified by the Attorney General, the number of transfers pursuant to paragraph (4) of subdivision (a), and the offense that allowed for the transfer, pursuant to paragraph (4) of subdivision (a).

(3) All records described in this subdivision shall be public records for purposes of the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), including the exemptions provided by that act and, as permitted under that act, personal identifying information may be redacted prior to public disclosure. To the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation, or would endanger the successful completion of the investigation or a related investigation, that information shall not be disclosed.

(4) If more than one California law enforcement agency is participating in a joint task force that meets the reporting requirement pursuant to this

section, the joint task force shall designate a local or state agency responsible for completing the reporting requirement.

(d) The Attorney General, by March 1, 2019, and annually thereafter, shall report on the total number of arrests made by joint law enforcement task forces, and the total number of arrests made for the purpose of immigration enforcement by all task force participants, including federal law enforcement agencies. To the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation, or would endanger the successful completion of the investigation or a related investigation, that information shall not be included in the Attorney General's report. The Attorney General shall post the reports required by this subdivision on the Attorney General's Internet Web site.

(e) This section does not prohibit or restrict any government entity or official from sending to, or receiving from, federal immigration authorities, information regarding the citizenship or immigration status, lawful or unlawful, of an individual, or from requesting from federal immigration authorities immigration status information, lawful or unlawful, of any individual, or maintaining or exchanging that information with any other federal, state, or local government entity, pursuant to Sections 1373 and 1644 of Title 8 of the United States Code.

(f) Nothing in this section shall prohibit a California law enforcement agency from asserting its own jurisdiction over criminal law enforcement matters.

7284.8. (a) The Attorney General, by October 1, 2018, in consultation with the appropriate stakeholders, shall publish model policies limiting assistance with immigration enforcement to the fullest extent possible consistent with federal and state law at public schools, public libraries, health facilities operated by the state or a political subdivision of the state, courthouses, Division of Labor Standards Enforcement facilities, the Agricultural Labor Relations Board, the Division of Workers Compensation, and shelters, and ensuring that they remain safe and accessible to all California residents, regardless of immigration status. All public schools, health facilities operated by the state or a political subdivision of the state, and courthouses shall implement the model policy, or an equivalent policy. The Agricultural Labor Relations Board, the Division of Workers' Compensation, the Division of Labor Standards Enforcement, shelters, libraries, and all other organizations and entities that provide services related to physical or mental health and wellness, education, or access to justice, including the University of California, are encouraged to adopt the model policy.

(b) For any databases operated by state and local law enforcement agencies, including databases maintained for the agency by private vendors, the Attorney General shall, by October 1, 2018, in consultation with appropriate stakeholders, publish guidance, audit criteria, and training recommendations aimed at ensuring that those databases are governed in a manner that limits the availability of information therein to the fullest extent practicable and consistent with federal and state law, to anyone or any entity

for the purpose of immigration enforcement. All state and local law enforcement agencies are encouraged to adopt necessary changes to database governance policies consistent with that guidance.

(c) Notwithstanding the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2), the Department of Justice may implement, interpret, or make specific this chapter without taking any regulatory action.

7284.10. (a) The Department of Corrections and Rehabilitation shall:

(1) In advance of any interview between the United States Immigration and Customs Enforcement (ICE) and an individual in department custody regarding civil immigration violations, provide the individual with a written consent form that explains the purpose of the interview, that the interview is voluntary, and that he or she may decline to be interviewed or may choose to be interviewed only with his or her attorney present. The written consent form shall be available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean.

(2) Upon receiving any ICE hold, notification, or transfer request, provide a copy of the request to the individual and inform him or her whether the department intends to comply with the request.

(b) The Department of Corrections and Rehabilitation shall not:

(1) Restrict access to any in-prison educational or rehabilitative programming, or credit-earning opportunity on the sole basis of citizenship or immigration status, including, but not limited to, whether the person is in removal proceedings, or immigration authorities have issued a hold request, transfer request, notification request, or civil immigration warrant against the individual.

(2) Consider citizenship and immigration status as a factor in determining a person's custodial classification level, including, but not limited to, whether the person is in removal proceedings, or whether immigration authorities have issued a hold request, transfer request, notification request, or civil immigration warrant against the individual.

7284.12. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 4. Section 11369 of the Health and Safety Code is repealed.

SEC. 5. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

O



SB-54 Law enforcement: sharing data. (2017-2018)

SECTION 1. Section 7282 of the Government Code is amended to read:

7282. For purposes of this chapter, the following terms have the following meanings:

- (a) "Conviction" shall have the same meaning as subdivision (d) of Section 667 of the Penal Code.
- (b) "Eligible for release from custody" means that the individual may be released from custody because one of the following conditions has occurred:
 - (1) All criminal charges against the individual have been dropped or dismissed.
 - (2) The individual has been acquitted of all criminal charges filed against him or her.
 - (3) The individual has served all the time required for his or her sentence.
 - (4) The individual has posted a bond.
 - (5) The individual is otherwise eligible for release under state or local law, or local policy.
- (c) ~~"Immigration hold" means an immigration detainer issued by an authorized immigration officer, pursuant to Section 287.7 of Title 8 of the Code of Federal Regulations, that requests that the law enforcement official to maintain custody of the individual for a period not to exceed 48 hours, excluding Saturdays, Sundays, and holidays, and to advise the authorized immigration officer prior to the release of that individual. "Hold request," "notification request," and "transfer request" have the same meanings as provided in Section 7283. Hold, notification, and transfer requests include requests issued by the United States Immigration and Customs Enforcement or the United States Customs and Border Protection as well as any other immigration authorities.~~
- (d) "Law enforcement official" means any local agency or officer of a local agency authorized to enforce criminal statutes, regulations, or local ordinances or to operate jails or to maintain custody of individuals in jails, and any person or local agency authorized to operate juvenile detention facilities or to maintain custody of individuals in juvenile detention facilities.
- (e) "Local agency" means any city, county, city and county, special district, or other political subdivision of the state.
- (f) "Serious felony" means any of the offenses listed in subdivision (c) of Section 1192.7 of the Penal Code and any offense committed in another state which, if committed in California, would be punishable as a serious felony as defined by subdivision (c) of Section 1192.7 of the Penal Code.
- (g) "Violent felony" means any of the offenses listed in subdivision (c) of Section 667.5 of the Penal Code and any offense committed in another state which, if committed in California, would be punishable as a violent felony as defined by subdivision (c) of Section 667.5 of the Penal Code.

SEC. 2. Section 7282.5 of the Government Code is amended to read:

7282.5. (a) A law enforcement official shall have discretion to cooperate with ~~federal immigration officials by detaining an individual on the basis of an immigration hold after that individual becomes eligible for release from custody only if the continued detention of the individual on the basis of the immigration hold~~ immigration authorities only if doing so would not violate any federal, state, or local law, or ~~any~~ local policy, and ~~only under any of~~ where permitted by the California Values Act (Chapter 17.25 (commencing with Section 7284)). Additionally, the specific activities described in subparagraph (C) of paragraph (1) of subdivision (a) of, and in paragraph (4) of subdivision (a) of, Section 7284.6 shall only occur under the following circumstances:

- (1) The individual has been convicted of a serious or violent felony identified in subdivision (c) of Section 1192.7 of, or subdivision (c) of Section 667.5 of, the Penal Code.
- (2) The individual has been convicted of a felony punishable by imprisonment in the state prison.
- (3) The individual has been convicted within the past five years of a misdemeanor for a crime that is punishable as either a misdemeanor or a felony for, or has been convicted ~~at any time~~ within the last 15 years of a felony for, any of the following offenses:
- (A) Assault, as specified in, but not limited to, Sections 217.1, 220, 240, 241.1, 241.4, 241.7, 244, 244.5, 245, 245.2, 245.3, 245.5, 4500, and 4501 of the Penal Code.
- (B) Battery, as specified in, but not limited to, Sections 242, 243.1, 243.3, 243.4, 243.6, 243.7, 243.9, 273.5, 347, 4501.1, and 4501.5 of the Penal Code.
- (C) Use of threats, as specified in, but not limited to, Sections 71, 76, 139, 140, 422, 601, and 11418.5 of the Penal Code.
- (D) Sexual abuse, sexual exploitation, or crimes endangering children, as specified in, but not limited to, Sections 266, 266a, 266b, 266c, 266d, 266f, 266g, 266h, 266i, 266j, 267, 269, 288, 288.5, 311.1, 311.3, 311.4, 311.10, 311.11, and 647.6 of the Penal Code.
- (E) Child abuse or endangerment, as specified in, but not limited to, Sections 270, 271, 271a, 273a, 273ab, 273d, 273.4, and 278 of the Penal Code.
- (F) Burglary, robbery, theft, fraud, forgery, or embezzlement, as specified in, but not limited to, Sections 211, 215, 459, 463, 470, 476, 487, 496, 503, 518, 530.5, 532, and 550 of the Penal Code.
- (G) Driving under the influence of alcohol or drugs, but only for a conviction that is a felony.
- (H) Obstruction of justice, as specified in, but not limited to, Sections 69, 95, 95.1, 136.1, and 148.10 of the Penal Code.
- (I) Bribery, as specified in, but not limited to, Sections 67, 67.5, 68, 74, 85, 86, 92, 93, 137, 138, and 165 of the Penal Code.
- (J) Escape, as specified in, but not limited to, Sections 107, 109, 110, 4530, 4530.5, 4532, 4533, 4534, 4535, and 4536 of the Penal Code.
- (K) Unlawful possession or use of a weapon, firearm, explosive device, or weapon of mass destruction, as specified in, but not limited to, Sections 171b, 171c, 171d, 246, 246.3, 247, 417, 417.3, 417.6, 417.8, 4574, 11418, 11418.1, 12021.5, 12022, 12022.2, 12022.3, 12022.4, 12022.5, 12022.53, 12022.55, 18745, 18750, and 18755 of, and subdivisions (c) and (d) of Section 26100 of, the Penal Code.
- (L) Possession of an unlawful deadly weapon, under the Deadly Weapons Recodification Act of 2010 (Part 6 commencing with Section 16000) of the Penal Code).
- (M) An offense involving the felony possession, sale, distribution, manufacture, or trafficking of controlled substances.
- (N) Vandalism with prior convictions, as specified in, but not limited to, Section 594.7 of the Penal Code.
- (O) Gang-related offenses, as specified in, but not limited to, Sections 186.22, 186.26, and 186.28 of the Penal Code.
- (P) An attempt, as defined in Section 664 of, or a conspiracy, as defined in Section 182 of, the Penal Code, to commit an offense specified in this section.
- (Q) A crime resulting in death, or involving the personal infliction of great bodily injury, as specified in, but not limited to, subdivision (d) of Section 245.6 of, and Sections 187, 191.5, 192, 192.5, 12022.7, 12022.8, and 12022.9 of, the Penal Code.
- (R) Possession or use of a firearm in the commission of an offense.
- (S) An offense that would require the individual to register as a sex offender pursuant to Section 290, 290.002, or 290.006 of the Penal Code.

(T) False imprisonment, slavery, and human trafficking, as specified in, but not limited to, Sections 181, 210.5, 236, 236.1, and 4503 of the Penal Code.

(U) Criminal profiteering and money laundering, as specified in, but not limited to, Sections 186.2, 186.9, and 186.10 of the Penal Code.

(V) Torture and mayhem, as specified in, but not limited to, Section 203 of the Penal Code.

(W) A crime threatening the public safety, as specified in, but not limited to, Sections 219, 219.1, 219.2, 247.5, 404, 404.6, 405a, 451, and 11413 of the Penal Code.

(X) Elder and dependent adult abuse, as specified in, but not limited to, Section 368 of the Penal Code.

(Y) A hate crime, as specified in, but not limited to, Section 422.55 of the Penal Code.

(Z) Stalking, as specified in, but not limited to, Section 646.9 of the Penal Code.

(AA) Soliciting the commission of a crime, as specified in, but not limited to, subdivision (c) of Section 286 of, and Sections 653j and 653.23 of, the Penal Code.

(AB) An offense committed while on bail or released on his or her own recognizance, as specified in, but not limited to, Section 12022.1 of the Penal Code.

(AC) Rape, sodomy, oral copulation, or sexual penetration, as specified in, but not limited to, paragraphs (2) and (6) of subdivision (a) of Section 261 of, paragraphs (1) and (4) of subdivision (a) of Section 262 of, Section 264.1 of, subdivisions (c) and (d) of Section 286 of, subdivisions (c) and (d) of Section 288a of, and subdivisions (a) and (j) of Section 289 of, the Penal Code.

(AD) Kidnapping, as specified in, but not limited to, Sections 207, 209, and 209.5 of the Penal Code.

(AE) A violation of subdivision (c) of Section 20001 of the Vehicle Code.

(4) The individual is a current registrant on the California Sex and Arson Registry.

~~(5) The individual is arrested and taken before a magistrate on a charge involving a serious or violent felony, as identified in subdivision (c) of Section 1192.7 or subdivision (c) of Section 667.5 of the Penal Code, a felony punishable by imprisonment in state prison, or any felony listed in paragraph (2) or (3) other than domestic violence, and the magistrate makes a finding of probable cause as to that charge pursuant to Section 872 of the Penal Code.~~

~~(6)~~ (5) The individual has been convicted of a federal crime that meets the definition of an aggravated felony as set forth in subparagraphs (A) to (P), inclusive, of paragraph (43) of subsection (a) of Section 101 of the federal Immigration and Nationality Act (8 U.S.C. Sec. 1101), or is identified by the United States Department of Homeland Security's Immigration and Customs Enforcement as the subject of an outstanding federal felony arrest warrant.

(6) In no case shall cooperation occur pursuant to this section for individuals arrested, detained, or convicted of misdemeanors that were previously felonies, or were previously crimes punishable as either misdemeanors or felonies, prior to passage of the Safe Neighborhoods and Schools Act of 2014 as it amended the Penal Code.

~~(b) If none of the conditions listed in subdivision (a) is satisfied, an individual shall not be detained on the basis of an immigration hold after the individual becomes eligible for release from custody. In cases in which the individual is arrested and taken before a magistrate on a charge involving a serious or violent felony, as identified in subdivision (c) of Section 1192.7 or subdivision (c) of Section 667.5 of the Penal Code, respectively, or a felony that is punishable by imprisonment in state prison, and the magistrate makes a finding of probable cause as to that charge pursuant to Section 872 of the Penal Code, a law enforcement official shall additionally have discretion to cooperate with immigration officials pursuant to subparagraph (C) of paragraph (1) of subdivision (a) of Section 7284.6.~~

SEC. 3. Chapter 17.25 (commencing with Section 7284) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 17.25. Cooperation with Immigration Authorities

7284. This chapter shall be known, and may be cited, as the California Values Act.

7284.2. The Legislature finds and declares the following:

(a) Immigrants are valuable and essential members of the California community. Almost one in three Californians is foreign born and one in two children in California has at least one immigrant parent.

(b) A relationship of trust between California's immigrant community and state and local agencies is central to the public safety of the people of California.

(c) This trust is threatened when state and local agencies are entangled with federal immigration enforcement, with the result that immigrant community members fear approaching police when they are victims of, and witnesses to, crimes, seeking basic health services, or attending school, to the detriment of public safety and the well-being of all Californians.

(d) Entangling state and local agencies with federal immigration enforcement programs diverts already limited resources and blurs the lines of accountability between local, state, and federal governments.

(e) State and local participation in federal immigration enforcement programs also raises constitutional concerns, including the prospect that California residents could be detained in violation of the Fourth Amendment to the United States Constitution, targeted on the basis of race or ethnicity in violation of the Equal Protection Clause, or denied access to education based on immigration status. See Sanchez Ochoa v. Campbell, et al. (E.D. Wash. 2017) 2017 WL 3476777; Trujillo Santoya v. United States, et al. (W.D. Tex. 2017) 2017 WL 2896021; Moreno v. Napolitano (N.D. Ill. 2016) 213 F. Supp. 3d 999; Morales v. Chadbourne (1st Cir. 2015) 793 F.3d 208; Miranda-Olivares v. Clackamas County (D. Or. 2014) 2014 WL 1414305; Galarza v. Szalczyk (3d Cir. 2014) 745 F.3d 634.

(f) This chapter seeks to ensure effective policing, to protect the safety, well-being, and constitutional rights of the people of California, and to direct the state's limited resources to matters of greatest concern to state and local governments.

(g) It is the intent of the Legislature that this chapter shall not be construed as providing, expanding, or ratifying any legal authority for any state or local law enforcement agency to participate in immigration enforcement.

7284.4. *For purposes of this chapter, the following terms have the following meanings:*

(a) "California law enforcement agency" means a state or local law enforcement agency, including school police or security departments. "California law enforcement agency" does not include the Department of Corrections and Rehabilitation.

(b) "Civil immigration warrant" means any warrant for a violation of federal civil immigration law, and includes civil immigration warrants entered in the National Crime Information Center database.

(c) "Immigration authority" means any federal, state, or local officer, employee, or person performing immigration enforcement functions.

(d) "Health facility" includes health facilities as defined in Section 1250 of the Health and Safety Code, clinics as defined in Sections 1200 and 1200.1 of the Health and Safety Code, and substance abuse treatment facilities.

(e) "Hold request," "notification request," "transfer request," and "local law enforcement agency" have the same meaning as provided in Section 7283. Hold, notification, and transfer requests include requests issued by United States Immigration and Customs Enforcement or United States Customs and Border Protection as well as any other immigration authorities.

(f) "Immigration enforcement" includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law, and also includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a person's presence in, entry, or reentry to, or employment in, the United States.

(g) "Joint law enforcement task force" means at least one California law enforcement agency collaborating, engaging, or partnering with at least one federal law enforcement agency in investigating federal or state crimes.

(h) "Judicial probable cause determination" means a determination made by a federal judge or federal magistrate judge that probable cause exists that an individual has violated federal criminal immigration law and that authorizes a law enforcement officer to arrest and take into custody the individual.

(i) "Judicial warrant" means a warrant based on probable cause for a violation of federal criminal immigration law and issued by a federal judge or a federal magistrate judge that authorizes a law enforcement officer to arrest and take into custody the person who is the subject of the warrant.

(j) "Public schools" means all public elementary and secondary schools under the jurisdiction of local governing boards or a charter school board, the California State University, and the California Community Colleges.

(k) "School police and security departments" includes police and security departments of the California State University, the California Community Colleges, charter schools, county offices of education, schools, and school districts.

7284.6. (a) California law enforcement agencies shall not:

(1) Use agency or department moneys or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes, including any of the following:

(A) Inquiring into an individual's immigration status.

(B) Detaining an individual on the basis of a hold request.

(C) Providing information regarding a person's release date or responding to requests for notification by providing release dates or other information unless that information is available to the public, or is in response to a notification request from immigration authorities in accordance with Section 7282.5. Responses are never required, but are permitted under this subdivision, provided that they do not violate any local law or policy.

(D) Providing personal information, as defined in Section 1798.3 of the Civil Code, about an individual, including, but not limited to, the individual's home address or work address unless that information is available to the public.

(E) Making or intentionally participating in arrests based on civil immigration warrants.

(F) Assisting immigration authorities in the activities described in Section 1357(a)(3) of Title 8 of the United States Code.

(G) Performing the functions of an immigration officer, whether pursuant to Section 1357(g) of Title 8 of the United States Code or any other law, regulation, or policy, whether formal or informal.

(2) Place peace officers under the supervision of federal agencies or employ peace officers deputized as special federal officers or special federal deputies for purposes of immigration enforcement. All peace officers remain subject to California law governing conduct of peace officers and the policies of the employing agency.

(3) Use immigration authorities as interpreters for law enforcement matters relating to individuals in agency or department custody.

(4) Transfer an individual to immigration authorities unless authorized by a judicial warrant or judicial probable cause determination, or in accordance with Section 7282.5.

(5) Provide office space exclusively dedicated for immigration authorities for use within a city or county law enforcement facility.

(6) Contract with the federal government for use of California law enforcement agency facilities to house individuals as federal detainees, except pursuant to Chapter 17.8 (commencing with Section 7310).

(b) Notwithstanding the limitations in subdivision (a), this section does not prevent any California law enforcement agency from doing any of the following that does not violate any policy of the law enforcement agency or any local law or policy of the jurisdiction in which the agency is operating:

(1) Investigating, enforcing, or detaining upon reasonable suspicion of, or arresting for a violation of, Section 1326(a) of Title 8 of the United States Code that may be subject to the enhancement specified in Section 1326(b) of Title 8 of the United States Code and that is detected during an unrelated law enforcement activity. Transfers to immigration authorities are permitted under this subsection only in accordance with paragraph (4) of subdivision (a).

(2) Responding to a request from immigration authorities for information about a specific person's criminal history, including previous criminal arrests, convictions, or similar criminal history information accessed through the California Law Enforcement Telecommunications System (CLETS), where otherwise permitted by state law.

(3) Conducting enforcement or investigative duties associated with a joint law enforcement task force, including the sharing of confidential information with other law enforcement agencies for purposes of task force investigations, so long as the following conditions are met:

(A) The primary purpose of the joint law enforcement task force is not immigration enforcement, as defined in subdivision (f) of Section 7284.4.

(B) The enforcement or investigative duties are primarily related to a violation of state or federal law unrelated to immigration enforcement.

(C) Participation in the task force by a California law enforcement agency does not violate any local law or policy to which it is otherwise subject.

(4) Making inquiries into information necessary to certify an individual who has been identified as a potential crime or trafficking victim for a T or U Visa pursuant to Section 1101(a)(15)(T) or 1101(a)(15)(U) of Title 8 of the United States Code or to comply with Section 922(d)(5) of Title 18 of the United States Code.

(5) Giving immigration authorities access to interview an individual in agency or department custody. All interview access shall comply with requirements of the TRUTH Act (Chapter 17.2 (commencing with Section 7283)).

(c) (1) If a California law enforcement agency chooses to participate in a joint law enforcement task force, for which a California law enforcement agency has agreed to dedicate personnel or resources on an ongoing basis, it shall submit a report annually to the Department of Justice, as specified by the Attorney General. The law enforcement agency shall report the following information, if known, for each task force of which it is a member:

(A) The purpose of the task force.

(B) The federal, state, and local law enforcement agencies involved.

(C) The total number of arrests made during the reporting period.

(D) The number of people arrested for immigration enforcement purposes.

(2) All law enforcement agencies shall report annually to the Department of Justice, in a manner specified by the Attorney General, the number of transfers pursuant to paragraph (4) of subdivision (a), and the offense that allowed for the transfer, pursuant to paragraph (4) of subdivision (a).

(3) All records described in this subdivision shall be public records for purposes of the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), including the exemptions provided by that act and, as permitted under that act, personal identifying information may be redacted prior to public disclosure. To the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation, or would endanger the successful completion of the investigation or a related investigation, that information shall not be disclosed.

(4) If more than one California law enforcement agency is participating in a joint task force that meets the reporting requirement pursuant to this section, the joint task force shall designate a local or state agency responsible for completing the reporting requirement.

(d) The Attorney General, by March 1, 2019, and annually thereafter, shall report on the total number of arrests made by joint law enforcement task forces, and the total number of arrests made for the purpose of immigration enforcement by all task force participants, including federal law enforcement agencies. To the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation, or would endanger the successful completion of the investigation or a related investigation, that information shall not be included in the Attorney General's report. The Attorney General shall post the reports required by this subdivision on the Attorney General's Internet Web site.

(e) This section does not prohibit or restrict any government entity or official from sending to, or receiving from, federal immigration authorities, information regarding the citizenship or immigration status, lawful or unlawful, of an individual, or from requesting from federal immigration authorities immigration status information, lawful or unlawful, of any individual, or maintaining or exchanging that information with any other federal, state, or local government entity, pursuant to Sections 1373 and 1644 of Title 8 of the United States Code.

(f) Nothing in this section shall prohibit a California law enforcement agency from asserting its own jurisdiction over criminal law enforcement matters.

7284.8. *(a) The Attorney General, by October 1, 2018, in consultation with the appropriate stakeholders, shall publish model policies limiting assistance with immigration enforcement to the fullest extent possible consistent with federal and state law at public schools, public libraries, health facilities operated by the state or a political subdivision of the state, courthouses, Division of Labor Standards Enforcement facilities, the Agricultural Labor Relations Board, the Division of Workers Compensation, and shelters, and ensuring that they remain safe and accessible to all California residents, regardless of immigration status. All public schools, health facilities operated by the state or a political subdivision of the state, and courthouses shall implement the model policy, or an*

equivalent policy. The Agricultural Labor Relations Board, the Division of Workers' Compensation, the Division of Labor Standards Enforcement, shelters, libraries, and all other organizations and entities that provide services related to physical or mental health and wellness, education, or access to justice, including the University of California, are encouraged to adopt the model policy.

(b) For any databases operated by state and local law enforcement agencies, including databases maintained for the agency by private vendors, the Attorney General shall, by October 1, 2018, in consultation with appropriate stakeholders, publish guidance, audit criteria, and training recommendations aimed at ensuring that those databases are governed in a manner that limits the availability of information therein to the fullest extent practicable and consistent with federal and state law, to anyone or any entity for the purpose of immigration enforcement. All state and local law enforcement agencies are encouraged to adopt necessary changes to database governance policies consistent with that guidance.

(c) Notwithstanding the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2), the Department of Justice may implement, interpret, or make specific this chapter without taking any regulatory action.

7284.10. (a) The Department of Corrections and Rehabilitation shall:

(1) In advance of any interview between the United States Immigration and Customs Enforcement (ICE) and an individual in department custody regarding civil immigration violations, provide the individual with a written consent form that explains the purpose of the interview, that the interview is voluntary, and that he or she may decline to be interviewed or may choose to be interviewed only with his or her attorney present. The written consent form shall be available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean.

(2) Upon receiving any ICE hold, notification, or transfer request, provide a copy of the request to the individual and inform him or her whether the department intends to comply with the request.

(b) The Department of Corrections and Rehabilitation shall not:

(1) Restrict access to any in-prison educational or rehabilitative programming, or credit-earning opportunity on the sole basis of citizenship or immigration status, including, but not limited to, whether the person is in removal proceedings, or immigration authorities have issued a hold request, transfer request, notification request, or civil immigration warrant against the individual.

(2) Consider citizenship and immigration status as a factor in determining a person's custodial classification level, including, but not limited to, whether the person is in removal proceedings, or whether immigration authorities have issued a hold request, transfer request, notification request, or civil immigration warrant against the individual.

7284.12. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 4. Section 11369 of the Health and Safety Code is repealed.

~~11369. When there is reason to believe that any person arrested for a violation of Section 11350, 11351, 11351.5, 11352, 11353, 11355, 11357, 11359, 11360, 11361, 11363, 11366, 11368 or 11550, may not be a citizen of the United States, the arresting agency shall notify the appropriate agency of the United States having charge of deportation matters.~~

SEC. 5. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Senate Bill 54 Review- Updated
Public Protection Committee- December 7, 2017

	SB 54 (Chapter 495, October 5, 2017) Effective Jan. 1, 2018 ¹ Amends Gov. Code §§ 7282, 7282.5 ² , adds Gov. Code §§ 7284-7284.12; Repeals Health & Safety Code § 11369	Sheriff Immigration Policy No. 1.02.28 (Rev. May 2017)	Draft Probation Immigration Policy 428 (Rev. Oct. 2017)
1.	Law enforcement officials may cooperate with immigration authorities in response to a notification request for persons convicted of specified felonies “within the last 15 years” - changed from convicted “anytime” in the past. § 7282.5(a)(3)	Amendment suggested to reflect change in the law. <u>Current policy:</u> IV.F.3. c. Notification requests will be honored for any conviction or prior conviction for which the person is required to register on the California Sex and Arson Registry (CSAR) as a sex offender pursuant to PC 290 or as an arson offender pursuant to PC 457.1 d. Notification requests will be honored for (i) any felony conviction (at any time)...	Complies. <u>Draft policy:</u> 428.6- The Probation Department shall not... C) Providing information regarding a person's release dates or responding to requests for notification by providing release dates or other information unless that information is available to the public or is in response to a notification request from immigration authorities in accordance with Section 7282.5 of the Government Code.
421	Law enforcement officials may cooperate with immigration authorities only if information is public or in response to a notification request for release date (such as I-247N ³) if person arrested and taken before a magistrate for a serious or violent felony described in PC 667.5(c) or 1192.7(c), or a felony punishable by imprisonment in state prison. §7282.5(b); §7284.6(a)(1)(C)	Complies. <u>Current policy:</u> IV.F.3. The Office of the Sheriff will provide information in response to ICE requests for notification (forms I-247A and I-247N) in conjunction with the conditions set forth in subparagraphs a-e below. ICE requests for notification will be honored for inmates who have convicted of certain offenses or felonies , or convicted... a. As used in PC 1192.7(c), “ serious felony ” means... b. As used in PC 667.5(c), “ violent felony ” means...	Complies. <u>Draft policy:</u> 428.6- The Probation Department shall not... C) Providing information regarding a person's release dates or responding to requests for notification by providing release dates or other information unless that information is available to the public or is in response to a notification request from immigration authorities in accordance with Section 7282.5 of the Government Code.

¹ Effective date delayed until January 4, 2018, due a potential statewide referendum on SB 54 that is in the signature-gathering phase.

² Also known as the Trust Act- CA Gov. Code §§ 7282-7282.5 [Amended by SB 54 (2017)]

³ Forms I-247N, I-247D, I-247X were rescinded by I.C.E. on April 2, 2017, and replaced with Form I-247A- Immigration Detainer- Notice of Action.

Senate Bill 54 Review- Updated
Public Protection Committee- December 7, 2017

	SB 54 (Chapter 495, October 5, 2017) Effective Jan. 1, 2018 ¹ Amends Gov. Code §§ 7282, 7282.5 ² , adds Gov. Code §§ 7284-7284.12; Repeals Health & Safety Code § 11369	Sheriff Immigration Policy No. 1.02.28 (Rev. May 2017)	Draft Probation Immigration Policy 428 (Rev. Oct. 2017)
3.	Law enforcement agencies shall not use agency money or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes §7284.6(a)(1)	Requires further information from Sheriff's Office on interpretation and current practice. <u>Current policy:</u> III. A. ICE has primary responsibility to investigate and enforce federal immigration laws. Office of the Sheriff personnel may assist ICE in the enforcement of federal immigration laws upon its specific request and in those situations where ICE-initiated investigations have led to the discovery of criminal violations of California law...	Complies. <u>Draft policy:</u> 428.6- The Probation Department shall not use Department resources or personnel to investigate, interrogate, detain, detect or arrest persons for immigration enforcement purposes, including any of the following :... G) Performing the functions of an immigration officer, whether pursuant to Section 1357(g) of title 8 of the United States Code or any other law, regulation, or policy whether formal or informal.
4.	Law enforcement agencies shall not inquire into an individual's immigration status. §7284.6(a)(1)(A)	Complies. <u>Current policy:</u> III.B. Contacts (whether consensual or not), detentions, and arrests shall be based on reasonable suspicion or probable cause. A Deputy may never initiate any law enforcement action based on observations relating to immigration status... IV.B.1. A Deputy's suspicion about any person's immigration status shall not be used as a sole basis to initiate contact, detain, or arrest that person...	Complies. <u>Draft policy:</u> 428.6- The Probation Department shall not... A) Inquiring into an individual's immigration status
5.	Law enforcement agencies shall not detain on basis	Complies.	Complies.

Senate Bill 54 Review- Updated
Public Protection Committee- December 7, 2017

	<p>SB 54 (Chapter 495, October 5, 2017) Effective Jan. 1, 2018¹ Amends Gov. Code §§ 7282, 7282.5², adds Gov. Code §§ 7284-7284.12; Repeals Health & Safety Code § 11369</p>	<p>Sheriff Immigration Policy No. 1.02.28 (Rev. May 2017)</p>	<p>Draft Probation Immigration Policy 428 (Rev. Oct. 2017)</p>
	<p>of a hold request- as defined in § 7283(b)⁴. §7284.6(a)(1)(B)</p>	<p><u>Current policy:</u> IV.F. 2. Inmates who are eligible for release from custody shall <i>not</i> be held, pursuant to an immigration hold, beyond the time he or she would otherwise be released. Requires further information from Sheriff's Office on interpretation and current practice. <u>Current policy:</u> IV.F. The Office of the Sheriff regularly receives... However, I-247N notification requests will be honored under the following circumstances: 1. TRUST ACT. The Trust Act (AB4) provides that a person may not be held in custody solely on the basis of an immigration detainer if he or she is otherwise eligible for release from custody, unless at the time the individual becomes eligible for release from custody certain conditions are met....</p>	<p><u>Draft policy:</u> 428.6- The Probation Department shall not... B) Detaining of an individual on the basis of a hold request.</p>
<p>6.</p>	<p>Law enforcement agencies shall not provide information on a release date or other information unless the information is available to the public or in response to a notification request per 7282.5. §7284.6(a)(1)(C)</p>	<p>Complies. <u>Draft policy:</u> 428.6- The Probation Department shall not... C) Providing information regarding a person's release dates or responding to requests for notification by providing release dates or other information unless that information is available to the public or is in response to a notification request from immigration authorities in accordance with Section 7282.5 of the Government Code.</p>	<p>Complies. <u>Draft policy:</u> 428.6- The Probation Department shall not... D) Providing personal information as defined in Section 1798.3 of the Civil Code, about an individual... unless the information is available to the public.</p>
<p>7.</p>	<p>Law enforcement agencies shall not provide personal information, as defined in CC 1798.3, including home address or work unless the information is available to the public. §7284.6(a)(1)(D)</p>	<p>Not covered by policy.</p>	<p>Complies. <u>Draft policy:</u> 428.6- The Probation Department shall not... D) Providing personal information as defined in Section 1798.3 of the Civil Code, about an individual... unless the information is available to the public.</p>
<p>8.</p>	<p>Law enforcement agencies shall not make or</p>	<p>Requires further information from Sheriff's Office on</p>	<p>Complies.</p>

⁴ Also known as the Truth Act- CA Gov. Code §§ 7283-7283.2 [Not Amended by SB 54 (2017)]
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Senate Bill 54 Review- Updated
Public Protection Committee- December 7, 2017

	<p>SB 54 (Chapter 495, October 5, 2017) Effective Jan. 1, 2018¹ Amends Gov. Code §§ 7282, 7282.5², adds Gov. Code §§ 7284-7284.12; Repeals Health & Safety Code § 11369</p>	<p>Sheriff Immigration Policy No. 1.02.28 (Rev. May 2017)</p>	<p>Draft Probation Immigration Policy 428 (Rev. Oct. 2017)</p>
	<p>intentionally participate in arrests based on civil immigration warrants.</p> <p>§7284.6(a)(1)(E)</p>	<p>interpretation and current practice.</p> <p><u>Current policy:</u></p> <p>III.</p> <p>A. ICE has primary responsibility to investigate and enforce federal immigration laws. Office of the Sheriff personnel may assist ICE in the enforcement of federal immigration laws upon its specific request and in those situations where ICE-initiated investigations have led to the discovery of criminal violations of California law...</p>	<p><u>Draft policy:</u></p> <p>428.6- The Probation Department shall not...</p> <p>E) Making or intentionally participating in arrests based on civil immigration warrants.</p>
<p>Page 105 of 421</p>	<p>Law enforcement agencies shall not assist immigration in activities described in 8 U.S.C. 1357(a)(3), perform immigration officer functions, or place peace officers under supervision of federal agencies for purposes of immigration enforcement.</p> <p>§7284.6(a)(1)(F), (G), & (a)(2)</p>	<p>Requires further information from Sheriff's Office on interpretation and current practice.</p> <p><u>Current policy:</u></p> <p>III.A. ICE has primary responsibility to investigate and enforce federal immigration laws. Office of the Sheriff personnel may assist ICE in the enforcement of federal immigration laws upon its specific request and in those situations where ICE-initiated investigations have led to the discovery of criminal violations of California law...</p> <p>IV.B.2. Sweeps intended solely to locate and detain undocumented immigrants are not permitted. Deputies will not participate in ICE-organized sweepsOffice of the Sheriff personnel may, however, provide support services, including traffic control, during an ICE operation, upon the specific request of ICE for assistance.</p>	<p>Complies.</p> <p><u>Draft policy:</u></p> <p>428.6- The Probation Department shall not...</p> <p>F) Assisting immigration authorities in the activities described in Section 1375(a)(3) of title 8 of the United States Code.</p>
<p>10.</p>	<p>Law enforcement agencies shall not transfer to immigration authorities unless authorized by a</p>	<p>Complies.</p> <p><u>Current policy:</u></p>	<p>Complies.</p> <p><u>Draft policy:</u></p>

Senate Bill 54 Review- Updated
Public Protection Committee- December 7, 2017

	<p>SB 54 (Chapter 495, October 5, 2017) Effective Jan. 1, 2018¹ Amends Gov. Code §§ 7282, 7282.5², adds Gov. Code §§ 7284-7284.12; Repeals Health & Safety Code § 11369</p>	<p>Sheriff Immigration Policy No. 1.02.28 (Rev. May 2017)</p>	<p>Draft Probation Immigration Policy 428 (Rev. Oct. 2017)</p>
	<p>judicial warrant or judicial probable cause determination or in accord with 7282.5. §7284.6(a)(4)</p>	<p>IV.F. 2. Inmates who are eligible for release from custody shall <i>not</i> be held, pursuant to an immigration hold, beyond the time he or she would otherwise be released. 6. Court orders and warrants are entirely separate and should not be confused with I-247A, I-247N, I-247D, and I-247X requests. Duly issued warrants will, in all cases, be honored.</p>	<p>428.7- ICE detainees and transfer requests for individuals involved in juvenile cases will not be honored at the John A. Davis Juvenile Hall or the Orin Allen Youth Rehabilitation Facility.</p>
<p>11.</p>	<p>Law enforcement agencies shall not contract with the federal government for use of California law enforcement agency facilities to house individuals as federal detainees, except per 7310 (June 15, 2017 cutoff for new contracts or renewal or modification of an existing contract.) §7284.6(a)(6)</p>	<p>Not covered by policy.</p>	<p>Not covered by policy.</p>
<p>12.</p>	<p>Repeals H&S Code 11369. SB 54, Sec. 4</p>	<p>Amendment suggested to reflect repeal of this law. <u>Current policy:</u> IV.D.2.(i) If a Deputy has cause to believe that a person arrested for any violation listed in <u>H&S</u> section 11369...</p>	<p>Complies. Draft policy does not reference Health and Safety Code section 11369.</p>

Judge in Chicago refuses to change ruling on sanctuary cities



U.S. Attorney General Jeff Sessions speaks about the asylum system at the Executive Office for Immigration Review in Falls Church, Va., on Oct. 12, 2017. (Jim Lo Scalzo/EPA-EFE)

By **Jason Meisner**
Chicago Tribune

OCTOBER 13, 2017, 5:00 PM

A federal judge in Chicago on Friday refused to alter his previous ruling barring Attorney General **Jeff Sessions** from requiring sanctuary cities nationwide to cooperate with immigration agents in exchange for receiving public safety grant money.

In granting the preliminary injunction last month, U.S. District Judge Harry Leinenweber said Mayor Rahm Emanuel's administration could suffer "irreparable harm" in its relationship with the immigrant community if it were to comply with the U.S. Department of Justice's new rules. **The judge also said the attorney general overstepped his authority by imposing the special conditions, agreeing with the city's argument that it was an attempt to usurp power from Congress over the country's**

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In a motion filed Sept. 26, Sessions asked Leinenweber to narrow the ruling to apply only to Chicago, arguing it would unfairly punish smaller cities that depend on the Edward Byrne Memorial Justice Assistance Grants.

But Leinenweber wrote in his decision Friday that the “rule of law is undermined” if he allowed Sessions to continue what is likely unconstitutional conduct in other cities while the lawsuit here is pending.

“An injunction more restricted in scope would leave the Attorney General free to continue enforcing the likely invalid conditions against all other Byrne JAG applicants,” wrote Leinenweber, who was appointed to the bench by President Ronald Reagan in 1985.

A separate appeal of Leinenweber’s preliminary injunction is pending before the 7th U.S. Circuit Court of Appeals in Chicago.

President Donald Trump’s administration wants to require cities applying for the annual grants for public safety technology to give notice when immigrants in the country illegally are about to be released from custody and allow immigration agents access to local jails.

The new regulations, announced by Sessions in July, also would require local authorities to give 48 hours’ notice “where practicable” before releasing from custody people whom federal immigration agents suspect of being in the country illegally.

The Byrne grants have become a high-profile battlefield between local governments and the Trump administration over the president’s immigration policies.

This week, the [Justice Department](#) announced it had sent letters contending that Chicago and Cook County violated federal immigration laws last year when they were awarded public safety grants.

The letters to Chicago police Superintendent Eddie Johnson and Cook County Board President Toni Preckwinkle, along with a handful of other so-called sanctuary cities around the country, do not specify why the city and county are in violation, but it gives them until Oct. 27 to prove otherwise before the Justice Department reaches “its final determination” on the matter.

In a statement Friday, Emanuel claimed victory but said the “battle is not over.”

“This ruling is a victory for both Chicago and cities nationwide, because no city in America should be forced to abandon its values in order to get public safety funding from the federal government,” the

mayor said. **Quality Journalism**
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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

THE CITY OF PHILADELPHIA,

Plaintiff,

v.

JEFFERSON BEAUREGARD SESSIONS III,
in his official capacity as Attorney General of
the United States,

Defendant.

Case No. 2:17-cv-03894-MMB

**BRIEF OF AMICI CURIAE COUNTY OF SANTA CLARA,
24 ADDITIONAL CITIES, COUNTIES AND MUNICIPAL AGENCIES,
THE U.S. CONFERENCE OF MAYORS, THE NATIONAL LEAGUE OF CITIES,
THE INTERNATIONAL MUNICIPAL LAWYERS ASSOCIATION, AND
THE INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION**

IN SUPPORT OF

THE CITY OF PHILADELPHIA'S MOTION FOR PRELIMINARY INJUNCTION

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I.

INTRODUCTION

Amici are 24 cities, counties, and municipal agencies,¹ and four major associations of local governments and their officials: The United States Conference of Mayors, the National League of Cities, the International Municipal Lawyers Association, and the International City/County Management Association.² Local governments bear responsibility for protecting the safety and welfare of our communities. Our law enforcement officials patrol our streets, operate our jails, investigate and prosecute crimes, and secure justice for victims. To fulfill these responsibilities, amici cities and counties must build and maintain the trust of our residents, regardless of their immigration status, and we must be able to adopt policies which foster that trust and meet our communities' unique needs.

Since January, President Trump and his Administration have targeted local jurisdictions, like the amici cities and counties, that have determined the needs of their communities are best met, and public safety is best secured, by limiting local involvement with the enforcement of federal immigration law. In one of his first acts upon taking office, President Trump issued an Executive Order ("Order") directing his Administration to deny federal funds to so-called

¹ The Metropolitan Area Planning Council is the Regional Planning Agency serving the people who live and work in the 101 cities and towns of Metropolitan Boston. *See* Massachusetts General Laws Ch. 40B Section 24. The agency provides extensive technical assistance to cities and towns in the Greater Boston region, and supports the ability of cities and towns to adopt and implement best practices for maintaining a productive relationship with all residents of their communities, regardless of their immigration status.

² The United States Conference of Mayors is the official non-partisan organization of cities with populations of 30,000 or more. There are 1,408 such cities in the country today. Each city is represented in the Conference by its chief elected official, the mayor. The National League of Cities ("NLC") is dedicated to helping city leaders build better communities. NLC is a resource and advocate for 19,000 cities, towns and villages, representing more than 218 million Americans. The International Municipal Lawyers Association ("IMLA") is owned by its more than 2,500 members and serves as an international clearinghouse for legal information and cooperation on municipal legal matters. IMLA's mission is to advance the responsible development of municipal law through education and advocacy by providing the collective viewpoint of local governments around the country on legal issues before courts nationwide. The International City/County Management Association ("ICMA") is a non-profit professional and educational organization with more than 11,000 members, the appointed chief executives and professionals who serve local governments throughout the world.

“sanctuary” jurisdictions. Executive Order 13768, §§ 2(c), 9(a). Three months later, Judge William H. Orrick of the United States District Court for the Northern District of California granted a nationwide preliminary injunction barring enforcement of Section 9(a) of the Order. *Cty. of Santa Clara v. Trump*, No. 17-CV-00574, *City & Cty. of San Francisco v. Trump*, No. 17-CV-00485, 2017 WL 1459081 (N.D. Cal. Apr. 25, 2017) (hereinafter *Santa Clara*). Despite that injunction, the Department of Justice (“DOJ”) is attempting yet again to deny federal funds to jurisdictions that choose to limit their participation in enforcing federal immigration law.

The DOJ’s new conditions on the Edward Byrne Memorial Justice Assistance Grant (“Byrne JAG”) program violate federal law, usurp local control over public safety policy, erode the community trust on which local law enforcement depends, and create uncertainty for local governments like amici. A district court in Chicago has already recognized this and preliminarily enjoined the enforcement of two of these conditions on a nationwide basis. *City of Chicago v. Sessions*, No. 17-CV-5720, 2017 WL 4081821, at *14 (N.D. Ill. Sept. 15, 2017). But the federal government continues to dispute the nationwide scope of this injunction, and a preliminary injunction is required from this Court to protect Philadelphia and prevent irreparable harm to its law enforcement efforts and its local residents.

II.

BACKGROUND

Hundreds of local jurisdictions nationwide have concluded they can best promote the safety and well-being of their communities by limiting their involvement in immigration enforcement. *See, e.g.*, Jasmine C. Lee, Rudy Omri, and Julia Preston, “What Are Sanctuary Cities,” *New York Times* (Feb. 6, 2017), <https://www.nytimes.com/interactive/2016/09/02/us/sanctuary-cities.html?mcubz=1>. Although these jurisdictions are just as safe as – if not safer than, *see infra* at 9-11 – those that devote local resources to enforcing federal immigration law, President Trump has blamed them for “needless deaths” and promised to “end . . . [s]anctuary” jurisdictions by cutting off their federal funding. Transcript of Donald Trump’s Immigration Speech, *The New York Times* (Sept. 1, 2016), <https://www.nytimes.com/2016/09/02/us/>

politics/transcript-trump-immigration-speech.html.

On January 25, 2017, President Trump issued Executive Order 13768, which directed the Attorney General and the Secretary of Homeland Security to ensure that “sanctuary jurisdictions” do not receive any “[f]ederal funds.” Executive Order 13768, §§ 2(c), 9(a). The White House made clear that the Order aimed to “end[] sanctuary cities” by stripping them of *all* federal funding. *See, e.g.*, Press Release, The White House, Office of the Press Secretary, *Press Briefing by Press Secretary Sean Spicer, 2/1/2017, #6* (Feb. 1, 2017), <https://www.whitehouse.gov/the-press-office/2017/02/01/press-briefing-press-secretary-sean-spicer-212017-6>.

Shortly thereafter, the County of Santa Clara and the City and County of San Francisco filed related lawsuits challenging the Order and moved for a preliminary injunction barring its enforcement. At oral argument on the motions, DOJ attempted to walk back the Order’s sweeping language by arguing the Order was merely an “exercise of the President’s ‘bully pulpit’” to exert political pressure on local government entities, and only applied narrowly to three specific federal grants (including Byrne JAG). *Santa Clara*, 2017 WL 1459081, at *1. The district court rejected this interpretation, finding it irreconcilable with the plain language of the Order, and issued a preliminary injunction in April prohibiting enforcement of Section 9(a)’s broad funding ban.³ *Id.* at *9. The Executive Order remains preliminary enjoined, and Santa Clara and San Francisco have moved for a permanent injunction.

Meanwhile, the Attorney General has shifted to a grant-by-grant approach. In April 2017, as it became increasingly likely that the Executive Order would be enjoined, DOJ took action to enforce a condition on Byrne JAG funding initially imposed in 2016. *See* Compl. ¶¶ 69-74 (Dkt. No.1). This condition (the “certification condition”) requires recipients of Byrne JAG program funds to certify compliance with 8 U.S.C. section 1373, which prohibits

³ DOJ relied on an Attorney General memorandum purporting to reinterpret the Executive Order to seek reconsideration of the preliminary injunction, but the district court rejected that attempt. *See Cty. of Santa Clara v. Trump*, No. 17-CV-00574, *City & Cty. of San Francisco v. Trump*, No. 17-CV-00485, 2017 WL 3086064 (N.D. Cal. July 20, 2017).

restrictions on the sharing of citizenship and immigration status information. On April 21, 2017, the DOJ sent letters to nine jurisdictions, including Philadelphia, suggesting they did not comply with section 1373 and requiring them to submit an “official legal opinion” and supporting documentation to demonstrate their compliance by June 30, 2017. Compl. ¶ 78.

Then, on July 25, 2017, the Attorney General officially announced three conditions applicable to the Byrne JAG program, including the existing certification condition and two new conditions that require recipients to (1) “permit personnel of [DHS] to access any detention facility in order to meet with an alien and inquire as to his or her right to be or remain in the United States” (“access condition”), and (2) “provide at least 48 hours advance notice to DHS regarding the scheduled release date and time of an alien in the jurisdiction’s custody when DHS requests such notice in order to take custody of the alien” (“notice condition”). Compl. ¶ 5 & Exs. 1, 15. The DOJ has indicated that these conditions may be applied to other grants, *see* U.S. Dep’t of Justice, Office of Justice Programs, *Certifications of Compliance with 8 U.S.C. § 1373*, <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>, and has made local immigration enforcement a selection criterion for other federal grant programs.⁴

Several jurisdictions filed suit to challenge the Byrne JAG conditions.⁵ After the City of

⁴ On August 3, 2017, the DOJ announced that to be selected for the Public Safety Partnership program, local jurisdictions must “show a commitment to reducing crime stemming from illegal immigration.” U.S. Dep’t of Justice, Office of Public Affairs, *Justice Department Announces that Commitment to Reducing Violent Crime Stemming from Illegal Immigration will be Required for Participation in Public Safety Partnership Program* (Aug. 3, 2017), <https://www.justice.gov/opa/pr/justice-department-announces-commitment-reducing-violent-crime-stemming-illegal-immigration>. Applicants are now required to report whether they have access and notice policies that mirror the access and notice conditions of the JAG grants and whether they honor ICE detainees. *Id.* On September 7, 2017, the DOJ announced that applicants for competitive Office of Community Oriented Policing Services (COPS Office) grants will receive priority consideration if they certify that they provide DHS access to their detention facilities and advance notice to DHS of “an illegal alien’s release date and time.” U.S. Dep’t of Justice, Office of Public Affairs, *COPS Office: Immigration Cooperation Certification Process Background*, <https://www.justice.gov/opa/press-release/file/995376/download> (last accessed Oct. 12, 2017); *see also* U.S. Dep’t of Justice, Office of Public Affairs, *Department of Justice Announces Priority Consideration Criteria for COPS Office Grants* (Sept. 7, 2017), <https://www.justice.gov/opa/pr/departments-justice-announces-priority-consideration-criteria-cops-office-grants>.

⁵ *See City of Chicago v. Sessions*, No. 17-CV-05720 (N.D. Ill., filed Aug. 7, 2017); *City & Cnty. of San Francisco v. Sessions*, No. 17-CV-04642-WHO (N.D.Cal., filed Aug. 11, 2017); *State of*

Chicago moved for a preliminary injunction in its case, the DOJ again changed course and represented that the conditions announced on July 25 – and subsequently included in the Fiscal Year 2017 Byrne JAG solicitations – were not “actual” conditions, but “only advised prospective applicants regarding the *general tenor* of the conditions.” Def.’s Opp. To Pl.’s Mot. to Expedite Briefing Schedule, at 3 n.2, *Chicago v. Sessions*, No. 17-CV-05720 (N.D. Ill. Aug. 14, 2017), ECF No. 28 (emphasis added). DOJ then submitted a pair of award letters, dated August 23, 2017, that set forth what are purportedly the “actual” conditions. In these letters, the DOJ modified the condition requiring 48 hours’ notice to DHS before an inmate is released from local custody to require notice “as early as practicable.” Declaration of Alan R. Hanson (“Hanson Decl.”), Exs. A & B, ¶¶55-56, *Chicago v. Sessions*, No. 17-CV-5720 (N.D. Ill. Aug. 14, 2017), ECF No. 32. And DOJ modified the access condition to require a local policy or practice designed to ensure that federal agents “in fact” are given access to correctional facilities for the purpose of meeting with individuals believed to be aliens and inquiring into their right to remain in the country. *Id.*

On September 15, 2017, Judge Harry D. Leinenweber, of the Northern District of Illinois, issued a nationwide preliminary injunction prohibiting enforcement of the notice and access conditions, but leaving in place the certification condition.⁶ *Chicago*, 2017 WL 4081821, at *14. Chicago has moved for reconsideration of the portion of the order allowing enforcement of the certification condition, and the DOJ has appealed.⁷

California v. Sessions No. 17-CV-4701-WHO (filed Aug. 14, 2017 N.D. Cal.); *City of Philadelphia v. Sessions*, No. 17-CV-03894-MMB (E.D.Pa., filed Aug. 30, 2017); *City of Los Angeles v. Sessions*, No. 17-CV-07215-R-JC (C.D.Cal., filed Sept. 29, 2017).

⁶ The DOJ moved to stay the nationwide application of the preliminary injunction, but the district court denied its motion. See Mem. Op. & Order, *Chicago v. Sessions*, No. 17-CV-5720 (N.D. Ill. Oct. 13, 2017), ECF No. 98. The DOJ has also moved to stay the nationwide application of the preliminary injunction in the Seventh Circuit.

⁷ Chicago moved for reconsideration based on a letter from DOJ, discussed *infra* at pages 15-16, that found Chicago to be in violation of 1373 and contradicted representations DOJ made to the district court. Chicago has moved to hold DOJ’s appeal in abeyance pending resolution of this motion.

III. ARGUMENT

A. **Local Officials Must Be Allowed to Adopt Law Enforcement Policies Tailored to the Needs and Unique Characteristics of Their Communities.**

Our nation’s constitutional structure is premised on the notion that states and localities, as the governments closest to the people, bear responsibility for protecting the health and safety of their residents. *See Medtronic, Inc. v. Lohr*, 518 U.S. 470, 475 (1996) (“health and safety . . . are primarily, and historically, matters of local concern”) (internal quotation marks and alterations omitted). Within the “structure and limitations of federalism,” state and local governments possess “great latitude under their police powers to legislate as to the protection of the lives, limbs, health, comfort, and quiet of all persons.” *Gonzales v. Oregon*, 546 U.S. 243, 270 (2006) (internal quotation marks omitted). This local control ensures that matters which “concern the lives, liberties, and properties of the people” are determined “by governments more local and more accountable than a distant federal bureaucracy.” *Nat’l Fed’n of Indep. Bus. v. Sebelius*, 567 U.S. 519, 536 (2012).

The duty to protect local residents from crime lies at the heart of the police power vested in state and local jurisdictions. *See United States v. Morrison*, 529 U.S. 598, 618 (2000) (there is “no better example of the police power, which the Founders denied the National Government and reposed in the States, than the suppression of violent crime and vindication of its victims”). In carrying out this duty, cities and counties possess – and must be allowed to exercise – broad discretion to develop and implement law enforcement and public safety policies tailored to the needs of their communities. *See United States v. Lopez*, 514 U.S. 549, 561 (1995).

This is a matter not only of constitutional law, but of sound law enforcement policy. Police chiefs and sheriffs nationwide have stated that “decisions related to how local law enforcement agencies allocate their resources, direct their workforce and define the duties of their employees to best serve and protect their communities must be left in the control of local governments.” Major Cities Chiefs Ass’n, *Immigration Policy* (2013),

https://www.majorcitieschiefs.com/pdf/news/2013_immigration_policy.pdf. Local control is no less critical when policy decisions concern enforcement of federal immigration law. *See id.* (“The decision to have local police officers perform the function and duties of immigration agents should be left to the local government[.]”).

Amici share the judgment that local participation in federal immigration enforcement can be detrimental to community safety. But one need not agree with Philadelphia’s specific policy decisions – or those of the city and county amici – to agree these decisions should rest with the local entities tasked with keeping our communities safe. The International Association of Chiefs of Police (“IACP”) has taken no position on whether local law enforcement agencies should engage in immigration enforcement. IACP, *Enforcing Immigration Law: The Role of State, Tribal and Local Law Enforcement*, 1, <http://www.theiacp.org/portals/0/pdfs/publications/immigrationenforcementconf.pdf> (hereinafter *Enforcing Immigration Law*). But the IACP is not neutral on *who* should decide whether local police do so. In its view, “local law enforcement’s participation in immigration enforcement is an *inherently local* decision that *must* be made by a police chief, working with their elected officials, community leaders and citizens.” *Id.* at 1 (emphasis added). Attempts to coerce participation by withholding federal funds are “unacceptable.” *Id.* at 5.

In creating the Byrne JAG program, Congress recognized the need for local control over law enforcement policy and structured the program to maximize local discretion. As Philadelphia has explained, the Byrne JAG program is a formula grant,⁸ available for use in eight broad areas, including law enforcement; prosecution and courts; prevention and education; corrections and community corrections; drug treatment and enforcement; planning, evaluation, and technology improvement; crime victim and witness programs; and mental health. *See* 42 U.S.C. § 3751(a)(1). Congress designed the program in this manner to “give State and local governments

⁸ A formula grant is a non-competitive grant in which funds are allocated based upon a statutory formula, without a competitive process. Department of Justice Programs, Grants 101, Overview of OJP Grants and Funding, Types of Funding, <https://ojp.gov/grants101/typesoffunding.htm>.

more flexibility to spend money for programs that work for them rather than to impose a ‘one size fits all’ solution.” H.R. Rep. No. 109-233, at 89 (2005). Empowering states and localities to make their own policy choices is thus a central purpose of the program. Local jurisdictions, including many of the amici, put these funds to diverse uses, reflecting both the varied law enforcement needs of different communities and Congress’s intent to preserve local discretion and flexibility in Byrne JAG-funded law enforcement programs. For example:

- Iowa City, Iowa (population 74,398) uses Byrne JAG funds to promote traffic safety, to establish a search and rescue program aimed at individuals at risk for wandering, to partially fund a drug task force, and to purchase equipment.
- Portland, Oregon (population 639,863) has used Byrne JAG funds to support its New Options for Women (NOW) program, which provides services to women who have experienced sexual exploitation while working in the commercial sex industry.
- Sacramento, California (population 493,025) uses Byrne JAG funds to support the ongoing maintenance and operation of its Police Department’s helicopter program.
- San Francisco, California (population 870,887) uses Byrne JAG funds to operate a Youth Adult Court aimed at reducing recidivism for youth ages 18-25 by providing case management and other services that account for young adults’ unique developmental needs.

If the Byrne JAG conditions are allowed to stand, local governments will be forced to choose between losing critical funding for these diverse programs or giving up control over inherently local law enforcement policies. Such a result would not only undermine the ability of local entities to enact policies reflecting the needs and unique characteristics of their communities – thus subverting a central purpose of the funding – but also allow the executive branch to wield powers vested exclusively in Congress. Under the Spending Clause, only Congress – whose members are elected by and accountable to local communities – can place substantive conditions on federal funds. *S. Dakota v. Dole*, 483 U.S. 203, 206 (1987) (“Incident to [its Article I spending] power, *Congress* may attach conditions on the receipt of federal funds[.]”) (emphasis added). And any conditions must be germane to the purpose of the funding. *Sebelius*, 567 U.S. at 632. In the case of Byrne JAG funding, Congress chose to preserve local discretion, and DOJ has no authority to upend that decision.

B. Policies Restricting Local Immigration Enforcement Promote Public Safety.

In exercising its discretion over local law enforcement policy, Philadelphia has made the considered judgment that devoting local resources to immigration enforcement would be detrimental to community safety. Compl., ¶¶ 2-3, 27-30. Philadelphia is not alone in this judgment. More than 600 counties and numerous cities – including many of the amici – have opted to limit their engagement in federal immigration enforcement efforts. Tom K. Wong, Center for American Progress, *The Effects of Sanctuary Policies on Crime and the Economy*, ¶ 12 (2017) (hereinafter “*Effects of Sanctuary Policies*”) (identifying 608 counties coded by Immigration and Customs Enforcement (“ICE”) as limiting involvement with immigration enforcement), <https://www.americanprogress.org/issues/immigration/reports/2017/01/26/297366/the-effects-of-sanctuary-policies-on-crime-and-the-economy/>; Immigrant Legal Resource Center, *Detainer Policies*, <https://www.ilrc.org/detainer-policies> (listing city and county policies to decline detainer requests). The policies of these counties and cities are themselves diverse, reflecting the varied needs and judgments of each jurisdiction.⁹

Policies that restrict local entanglement with ICE reflect the judgment of local governments and law enforcement agencies that community trust in local law enforcement is vital to the work of public safety. Local law enforcement agencies rely upon all community members – regardless of immigration status – to report crimes, serve as witnesses, and assist in investigations and prosecutions. *See, e.g.*, Chuck Wexler, “Police chiefs across the country support sanctuary cities because they keep crime down,” *Los Angeles Times* (Mar. 6, 2017), <http://www.latimes.com/opinion/op-ed/la-oe-wexler-sanctuary-cities-immigration-crime-20170306-story.html>. Immigrants – again, regardless of immigration status – are less likely to commit crimes than native U.S. citizens. *See, e.g.*, Cato Institute, *Criminal Immigrants: Their*

⁹ *See, e.g.*, County of Santa Clara, Bd. of Supervisors Policy No. 3.54, <https://www.sccgov.org/sites/bos/Legislation/BOS-Policy-Manual/Documents/BOSPolicyCHAP3.pdf>; Houston Police Dep’t, Immigration Policy Questions and Answers, http://www.houstontx.gov/police/pdfs/immigration_facts.pdf; King County Code § 2.15.010-2.15.020, http://aqua.kingcounty.gov/council/clerk/code/05_Title_2.pdf; Tucson Police Dep’t Gen. Orders, Gen. Order 2300, <https://www.tucsonaz.gov/files/police/general-orders/2300IMMIGRATION.pdf>.

Numbers, Demographics, and Countries of Origin, 1 & n.4, 2 (Mar. 15, 2017), https://object.cato.org/sites/cato.org/files/pubs/pdf/immigration_brief-1.pdf. But “[t]he moment [immigrant] victims and witnesses begin to fear that their local police will deport them, cooperation with their police then ceases.” *Border Insecurity: The Rise of MS-13 and Other Transnational Criminal Organizations*, Hearing before the Committee on Homeland Security and Governmental Affairs of the United States Senate (May 24, 2017) (statement of J. Thomas Manger, Chief of Police, Montgomery County, Maryland). Indeed, in the experience of amici, even the *perception* that local law enforcement is assisting in immigration enforcement can erode trust, disrupt lines of communication, and make law enforcement’s job much more difficult.

Recent data bear this out. Since President Trump took office and promised to ramp up deportations, Latinos have reported fewer crimes relative to reports by non-Latinos. Rob Arthur, *Latinos In Three Cities Are Reporting Fewer Crimes Since Trump Took Office* (May 18, 2017) (analyzing data from Dallas, Denver, and Philadelphia), <https://fivethirtyeight.com/features/latinos-report-fewer-crimes-in-three-cities-amid-fears-of-deportation/>. Disturbingly, some jurisdictions have identified declines specifically in reports of sexual assault and domestic violence. *Id.*¹⁰ Local police chiefs have attributed these declines to community members’ increased fear that interactions with law enforcement could lead to their deportation, or the deportation of a family member. *Id.*; *see also supra* at 10 n.10. Indeed, 50% of foreign-born individuals and 67% of undocumented individuals surveyed reported being less likely to offer information about crimes to law enforcement for fear that officers will inquire about their or others’ immigration status. Nik Theodore, Dep’t of Urban Planning and Policy, University of Chicago, *Insecure Communities: Latino Perceptions of Police Involvement in Immigration*

¹⁰ *See also* Brooke A. Lewis, “HPD chief announces decrease in Hispanics reporting rape and violent crimes compared to last year,” *Houston Chronicle* (Apr. 6, 2017), <http://www.chron.com/news/houston-texas/houston/article/HPD-chief-announces-decrease-in-Hispanics-11053829.php>; James Queally, “Latinos are reporting fewer sexual assaults amid a climate of fear in immigrant communities, LAPD says,” *Los Angeles Times* (Mar. 21, 2017), <http://www.latimes.com/local/lanow/la-me-ln-immigrant-crime-reporting-drops-20170321-story.html>.

Enforcement, 5-6 (2013), http://www.policylink.org/sites/default/files/INSECURE_COMMUNITIES_REPORT_FINAL.PDF.

Local policies that limit entanglement with ICE help mitigate these fears, facilitate engagement with immigrant communities, and ultimately improve public safety by ensuring that those who commit crimes are brought to justice. Contrary to President Trump and Attorney General Sessions’ unsupported rhetoric, research has shown that policies limiting cooperation with federal immigration authorities are associated with *lower* crime rates – on average, 35.5 fewer crimes per 10,000 people. *Effects of Sanctuary Policies*, ¶ 16. The association is even stronger in large metropolitan areas: counties with large, urban centers that limit local involvement with ICE experience 65.4 fewer crimes per 10,000 people than similar counties that do not limit such involvement. *Id.*, ¶ 15. Indeed, Philadelphia has experienced these effects first-hand. *See* Compl. ¶¶ 28, 37 (describing decrease in crime in Philadelphia following adoption of policies to limit cooperation with federal immigration enforcement efforts).

Even localities that previously engaged in extensive cooperation with ICE enforcement efforts, such as the City of Louisville, Kentucky, have since determined that having local police assist with immigration enforcement undermines community trust to the detriment of local public safety, and have discontinued the practice except in limited circumstances. *See* Kate Howard, “Louisville Police Don’t Enforce Immigration – But Help the Feds Do It,” *Ky. Ctr. for Investigative Reporting* (Sept. 17, 2017), http://kycir.org/2017/09/07/louisville-police-dont-enforce-immigration-but-they-help-ice-do-it/?_ga=2.181999650.449997577.1505784164-179920009.1505784164; Darcy Costello, “New LMPD policy: No working with immigration officials to enforce federal laws,” *The Courier-Journal* (Sept. 22, 2017).

If the new Byrne JAG conditions are not enjoined, jurisdictions like Philadelphia and some of the amici will be compelled to make choices that undermine public safety: either abandon non-entanglement policies that increase community trust and lower crime rates, or lose funding for critical law enforcement programs. This is not a choice that cities and counties should have to make; it is not a choice that can be imposed consistent with the purpose of the

Byrne JAG program; and, as Philadelphia has demonstrated, it is not a choice that DOJ has the legal authority to require.

C. The Byrne JAG Conditions Have Created Uncertainty and Operational Challenges.

Since President Trump’s Executive Order punishing sanctuary jurisdictions was issued, the DOJ’s position on immigration-related funding conditions has become a constantly moving target. *See supra* at 3-5. The new Byrne JAG conditions are surrounded by an untenable level of uncertainty and pose operational challenges for jurisdictions that rely on this funding.

Notice Condition. As announced by the Attorney General and described in the FY 2017 solicitations, the new notice condition required Byrne JAG recipients to “provide *at least* 48 hours’ advance notice to DHS regarding the scheduled release date and time of an alien in the jurisdiction’s custody.” Compl., Ex. 1 (emphasis added). This created significant uncertainty and operational concerns for local jurisdictions, including some amici, that operate detention facilities whose populations are primarily – or exclusively – *unsentenced* individuals held in custody pending resolution of criminal charges or transfer to another facility. *See* Bureau of Justice Statistics, *Jail Inmates in 2015*, at 5 tbl. 4 (2016), <https://www.bjs.gov/content/pub/pdf/ji15.pdf> (63% of jail inmates nationwide are unsentenced).

Unsentenced inmates typically do not have a “scheduled release date and time” that can be determined 48 hours in advance, and many are in custody for less than 48 hours before they post bail or are ordered released. For this reason, the Attorney General’s announcement and the FY 2017 solicitation created confusion and concern that the notice condition may have been intended to require local jurisdictions to continue to detain unsentenced inmates after they would otherwise be released in order to provide sufficient notice to DHS.¹¹ DOJ now represents that this condition requires notice only “as early as practicable,” and does not require any locality to hold an inmate beyond the time he or she would otherwise be released. Def.’s Opp. to Pl.’s Mot.

¹¹ In its response to Philadelphia’s motion for preliminary injunction, the DOJ represents that the access condition applies to *any* immigrant detained in local custody for whom ICE requests notification, regardless of whether the immigrant is sentenced or unsentenced or has a scheduled release date. *See* Mem. in Opp. to Pl.’s Mot. for Prelim. Inj. (“Opp.”) at 31-32, ECF No. 28.

for Preliminary Injunction, 20, *Chicago*, No. 17-CV-5720 (N.D. Ill., Aug. 24, 2017), ECF No. 32; Hanson Decl., Exs. A & B, ¶¶55-56, *Chicago*, No. 17-CV-5720 (N.D. Ill., Aug. 24, 2017), ECF No. 32. Even assuming DOJ adheres to this latest articulation of the condition, it nonetheless presents operational concerns: for agencies that detain arrestees and unsentenced individuals, there are likely to be many instances in which giving *any* advance notice is impracticable. It also conflicts with the local laws or policies of some amici, which have limited their responses to ICE notification requests for the reasons discussed in Section II, *supra*. Moreover, given DOJ's inconsistent position, amici remain concerned about how this condition will be enforced in practice.

Access Condition. The award letters submitted by DOJ with its opposition to Chicago's preliminary injunction motion require Byrne JAG recipients to have a policy or practice in place to ensure that federal agents "in fact are given access" to a local "correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States." Hanson Decl., Exs. A & B, ¶ 56(1)(A), *Chicago*, No. 17-CV-5720 (N.D. Ill., Aug. 24, 2017), ECF No. 32. The award letter does not explain what "access" "in fact" means, leaving jurisdictions to guess at what they must do to comply and, in some cases, whether compliance is consistent with state law. In California, state law requires local agencies to provide a consent form prior to any interview with ICE that explains the purpose of the interview, that the interview is voluntary, and that the inmate may decline to be interviewed or choose to be interviewed only with his or her attorney present. Cal. Gov't Code § 7283.1(a). Other jurisdictions require an inmate's written consent prior to allowing any interview with ICE, *see* Compl. ¶¶ 50-51 (describing Philadelphia policy), or provide that inmates must be permitted to have an attorney present during ICE interviews, *see* D.C. Code § 24-211.07(d)(1). The DOJ has represented in this litigation that the access condition requires Byrne JAG recipients to permit ICE interviews even if the inmate does not consent to the interview or declines to answer questions. (Opp. at 32.) If DOJ in fact maintains that position, some jurisdictions may be forced

to forego Byrne JAG funds to comply with state or local laws. For other jurisdictions, ambiguity surrounding how DOJ will ultimately enforce the condition continues to cause confusion and concern.

Whether to allow ICE to operate inside city and county detention facilities is an inherently local decision that should be left to local governments and local law enforcement officials. *See Enforcing Immigration Law* at 1. Local agencies are responsible for maintaining order and security within jails and other detention facilities, and they must retain the discretion to decide how that responsibility is best fulfilled. Some jurisdictions have made the judgment that permitting ICE to operate in local detention facilities interferes with correctional operations – for example, by increasing fear among inmates and decreasing their trust of correctional staff – and is not in the best interests of staff, inmates, or the broader community. *See, e.g.*, Cook County Code § 46-37(b); County of Santa Clara, Bd. of Supervisors Policy No. 3.54, <https://www.sccgov.org/sites/bos/Legislation/BOS-Policy-Manual/Documents/BOSPolicyCHAP3.pdf>; Revised Municipal Code of the City and County of Denver, § 28-252.

Moreover, local officials have already expressed concern that ICE’s practice of arresting immigrants at courthouses – including crime victims – deters immigrants both from pursuing justice for crimes committed against them, and from appearing in court to answer any charges they may be facing, thereby endangering local prosecutions. *See, e.g.*, Katie Mettler, “‘This is really unprecedented’: ICE detains woman seeking domestic abuse protection at Texas courthouse,” *Wash. Post* (Feb. 16, 2017), https://www.washingtonpost.com/news/morning-mix/wp/2017/02/16/this-is-really-unprecedented-ice-detains-woman-seeking-domestic-abuse-protection-at-texas-courthouse/?utm_term=.b1c3c0902b1b; James Queally, “ICE agents make arrests at courthouses, sparking backlash from attorneys and state supreme court,” *Los Angeles Times* (Mar. 16, 2017), <http://www.latimes.com/local/lanow/la-me-ln-ice-courthouse-arrests-20170315-story.html>. Immigrant inmates who see ICE operating in local jails or detention facilities may assume that ICE is permitted in other government buildings, such as courthouses, and may be more likely to abscond, denying victims the opportunity for justice.

Certification Condition. Finally, the Trump Administration has created significant uncertainty and concern over how it intends to enforce requirements that federal grant recipients comply with 8 U.S.C. § 1373. On its face, section 1373 addresses only state and local restrictions on the sharing of information on citizenship or immigration status with ICE or other governmental entities; the statute does not mandate that state and local governments collect this information, nor does it impose any additional requirements. *See* 8 U.S.C. § 1373. Nonetheless, the Administration has repeatedly suggested that a broad range of local policies – including policies limiting compliance with ICE detainer requests – violate section 1373. *See* U.S. Dep’t of Justice, Office of Public Affairs, *Attorney General Sessions Delivers Remarks on Sanctuary Policies* (Aug. 16, 2017), <https://www.justice.gov/opa/speech/attorney-general-sessions-delivers-remarks-sanctuary-policies> (suggesting that Miami-Dade County is “now in full compliance” following its decision to begin honoring detainer requests); Compl., Ex. 1 (section 1373 “generally bars restrictions on communications” between local agencies and DHS).

On October 12, 2017, the DOJ completed a preliminary review of the legal opinions and supporting documentation it demanded from nine jurisdictions, and sent letters to five jurisdictions – including Philadelphia and amici Chicago, Cook County, and New York City – stating that they “have preliminarily been found to have laws, policies, or practices that may violate 8 U.S.C. 1373.” *See* U.S. Dep’t of Justice, Office of Public Affairs, *Justice Department Provides Last Chance for Cities to Show 1373 Compliance*, <https://www.justice.gov/opa/pr/justice-department-provides-last-chance-cities-show-1373-compliance>.¹² These letters only add

¹² *See also* Letter from Alan Hanson, Acting Assistant Attorney General, U.S. Dep’t of Justice to the Honorable Jim Kenney, Mayor of Philadelphia (Oct. 11, 2017), <https://www.justice.gov/opa/press-release/file/1003046/download> (“Philadelphia Letter”); Letter from Alan Hanson, Acting Assistant Attorney General, U.S. Dep’t of Justice to Eddie T. Johnson, Chicago Superintendent of Police (Oct. 11, 2017), <https://www.justice.gov/opa/press-release/file/1003016/download> (“Chicago Letter”); Letter from Alan Hanson, Acting Assistant Attorney General, U.S. Dep’t of Justice to Toni Preckwinkle, President, Cook County Board of Commissioners (Oct. 11, 2017), <https://www.justice.gov/opa/press-release/file/1003026/download> (“Cook County Letter”); Letter from Alan Hanson, Acting Assistant Attorney General, U.S. Dep’t of Justice to the Honorable Mitchel Landieu, City of New Orleans Criminal Justice Coordination (Oct. 11, 2017), <https://www.justice.gov/opa/press-release/file/1003036/download> (“New Orleans Letter”); Letter from Alan Hanson, Acting

to the uncertainty surrounding the certification condition and confirm that DOJ intends to enforce an insupportably broad interpretation of the statute.

For example, several of the letters indicate that policies limiting sharing of information about *custody status* or *release dates* violate section 1373.¹³ See Philadelphia Letter at 1; Chicago Letter at 1; Cook County Letter at 1; New York Letter at 2-3. But DOJ provides no explanation of how such policies “prohibit, or in any way restrict” what section 1373 addresses: the sharing of information about *immigration status*.¹⁴ Some of the letters also state, without further explanation, that DOJ “is not relying on” policies limiting compliance with ICE detainer requests in its “preliminary assessment[s].” Philadelphia Letter at 1 n.1; New York Letter at 2 n.1. This cryptic language could suggest that DOJ is leaving open the possibility that such policies may violate section 1373 – leaving jurisdictions to wonder whether DOJ will “rely[] on” such policies in the future and, if so, what position it will take.

DOJ’s failure to provide a clear and lawful interpretation of section 1373 has created uncertainty and forces jurisdictions to guess at how DOJ will view their policies – or what policy changes DOJ would view as sufficient – when it begins enforcing this condition. Local jurisdictions may not lawfully be placed in this position. See *Pennhurst State Sch. & Hosp. v. Halderman*, 451 U.S. 1, 17 (1981) (even where Congress imposes conditions on receipt of

Assistant Attorney General, U.S. Dep’t of Justice to Elizabeth Glazer, Director, New York City Mayor’s Office of Criminal Justice (Oct. 11, 2017), <https://www.justice.gov/opa/press-release/file/1003041/download> (“New York Letter”).

¹³ New York City law permits Department of Correction personnel to provide federal immigration authorities with information related to a person’s citizenship or immigration status, but prohibits the sharing of information about incarceration status and release dates unless an enumerated exception applies. N.Y.C. Administrative Code 9-131(h)(1). The New York Letter states that to comply with section 1373, New York would need to certify that it interprets this ordinance to “not restrict New York officers from sharing information regarding immigration status with federal immigration officers, *including information regarding an alien’s incarceration status and release date and time.*” New York Letter at 2-3 (emphasis added).

¹⁴ In a footnote in its opposition brief, the DOJ takes the position that section 1373 covers “information that assists the federal government in carrying out its statutory responsibilities under the [Immigration and Nationality Act.]” Opp. at 39 n.11. This statement only increases confusion about the range of information DOJ believes local officials must be able to share with ICE in order to certify compliance and receive Byrne JAG funds.

federal funds, “it must do so unambiguously” and cannot leave a grant recipient “unable to ascertain what is expected of it”).

IV.

CONCLUSION

By structuring the Byrne JAG program as a broad formula grant, Congress recognized the need for local discretion over law enforcement programs, and created a (non-competitive) source of funding on which local jurisdictions should be able to rely. The new conditions imposed by Attorney General Sessions upend congressional intent. Instead of preserving flexibility for local operations, the new conditions constrain local choices and require localities to adopt federally mandated policies that will make their communities *less* safe. Instead of preserving a reliable stream of funding, DOJ’s shifting positions force localities to guess at whether DOJ will deem them eligible for funding – and whether they will be able to comply with the conditions on that funding if they accept it. An injunction is needed to halt DOJ’s unlawful effort to impose these conditions and to protect the safety of local communities.

Dated: October 19, 2017

Respectfully Submitted,

COUNTY OF SANTA CLARA
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County Counsel

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U.S. Department of Justice

Office of Justice Programs

Washington, D.C 20531

November 15, 2017

Mary Jane Robb
Sheriff of Contra Costa County
651 Pine Street, 11th Floor
Martinez, CA 94553

Dear Sheriff Robb,

Your FY 2016 Byrne JAG grant award required you to comply with 8 U.S.C. § 1373. Section 1373 compliance is an ongoing requirement that the Department of Justice monitors. The Department is concerned that the following Contra Costa County laws, policies, or practices may violate section 1373:

- Contra Costa Sheriff's Office General Policy and Procedure No. 1.02.28. Part III.D.1 states that a custody deputy shall not "notify ICE of the immigration status of arrestees" except in limited circumstances. The Department is concerned that this appears to restrict the sending or requesting of information regarding immigration status, in violation of section 1373(a) and (b).
- Contra Costa Sheriff's Office General Policy and Procedure No. 1.02.28. Part III.D.2 states that a custody deputy shall not "notify ICE of the immigration status of inmates." The Department is concerned that this appears to restrict the sending or requesting of information regarding immigration status, in violation of section 1373(a) and (b).

By December 8, 2017, please submit a response to this letter that addresses whether Contra Costa County has laws, policies, or practices that violate section 1373, including those discussed above. In addition to your compliance in FY 2016, please address whether you would comply with section 1373 throughout the award period, should you receive an FY 2017 Byrne JAG grant award. To the extent Contra Costa County laws or policies contain so called "savings clauses," please explain in your submission the way these savings clauses are interpreted and applied, and whether these interpretations are communicated to Contra Costa County officers or employees.

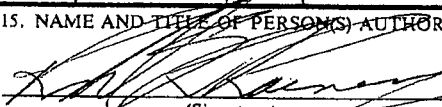

The Department has not made a final determination regarding Contra Costa County's

compliance with section 1373. This letter does not constitute final agency action and nothing in this letter creates any right or benefit enforceable at law against the United States.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan R. Hanson". The signature is fluid and cursive, with the first name "Alan" and last name "Hanson" clearly distinguishable, and "R." as a middle initial.

Alan Hanson
Acting Assistant Attorney General

1. AGREEMENT NUMBER 12-92-0024		2. EFFECTIVE DATE 4 / 1 / 92		3. REQUISITION/PURCHASER/REQUEST NO. 247-92		4. CONTROL NO.	
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210				6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Contra Costa County West County Justice Center 1000 Ward Street Martinez, CA 94553		FACILITY CODE(S) 0CK	
7. APPROPRIATION DATA 15X1020				Contact Person Larry R. Ard, Chief Deputy Area Code & Telephone No. ▶ (510) 646-4497			
8. ITEM NO.	9. SUPPLIES/SERVICES			10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
	This Agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners in accordance with the contents set forth herein.			ESTIMATED USMS PRISONER DAYS/YR. 1,000	PDs	FIXED RATE \$69.08	ESTIMATED ANNUAL PAYMENT \$69,080.00
14. AGENCY CERTIFYING <i>To the best of my knowledge and belief, data submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.</i>				15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER  (Signature) Richard K. Rainey Sheriff-Coroner Name (Type or Print) Title (Signature) _____ Date _____ Name (Type or Print) Title			
16. TYPE OF USE <input type="checkbox"/> Hold Over <input checked="" type="checkbox"/> Regular Support <input type="checkbox"/> Seasonal Support <input type="checkbox"/> Other		17. PRISONER TYPE TO BE INCLUDED UNSENTENCED SENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Aliens <input type="checkbox"/> Work Release <input type="checkbox"/> YCA Male <input type="checkbox"/> YCA Female		19. This Negotiated Agreement is Hereby Approved and Accepted for THE UNITED STATES OF AMERICA BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE BY  (SIGNATURE OF CONTRACTING OFFICER)			
18. LEVEL OF USE <input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major		20. ANTICIPATED ANNUAL USAGE UNSENTENCED SENTENCED ALIENS TOTAL No. of Prisoners _____ Prisoner Days 1,000 _____ 1,000 Guard Hours _____		21. NAME OF AUTHORIZING OFFICIAL (Type or Print) Vicki Lipov		22. DATE SIGNED 4, 2, 92	

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

FORM USM-241
(Rev. 9/91)

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GPO 908-293

Intergovernmental Service Agreement Schedule

IGA No.

12-92-0024

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ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service (USMS) and other federal user agencies (the Federal Government) and Contra Costa County (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at the West County Justice Center (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

2. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government.

3. The Local Government agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

ARTICLE III - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.

2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded to custody by a U.S. Marshal (USM) may only be released to a USM or an agent specified by the USM of the Judicial District.

3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.

Intergovernmental Service Agreement Schedule	IGA No. 12-92-0024	Page No. 3 of 6
--	-----------------------	--------------------

4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE IV - PERIOD OF PERFORMANCE

This Agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the U.S. Marshal. Such notice will be provided 30 days in advance of the effective date of formal termination and at least two weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE V - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period or as provided for in an approved annual operating budget for detention facilities.

2. The Federal Government shall reimburse the Local Government at the fixed day rate identified on page 1 of this Agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve months.

3. The rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival but not for the day of departure.

4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USM.

Intergovernmental Service Agreement Schedule

IGA No.
12-92-0024

Page No.
4 of 6

5. Criteria used to evaluate the increase or decrease in the per-diem rate shall be those specified in the federal cost standards for contracts and grants with State and Local Governments issued by the Office of Management and Budget.

6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Contracting Officer. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the USM.

7. Unless other justifiable reasons can be documented by the Local Government, per-diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agencies listed below for certification and payment.

United States Marshals Service
P.O. Box 36056
San Francisco, CA 94102

(215) 556-3930

Bureau of Prisons
Western Region
7950 Dublin Blvd. - 4th Floor
Dublin, CA 94568

(510) 803-4736

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per-diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801) is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

Intergovernmental Service Agreement Schedule	IGA No. 12-92-0024	Page No. 5 of 6
<p>4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a nonworking day (e.g. Saturday, Federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.</p> <p><u>ARTICLE VII - GOVERNMENT FURNISHED PROPERTY</u></p> <p>1. It is the intention of the USMS to furnish excess Federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be returned to the custody of the USMS upon termination of the agreement.</p> <p>2. The Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the U.S. Marshal and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000.00 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.</p> <p>3. The suspension of use or restriction of bed space made available to the Marshals Service are agreed to be grounds for the recall and return of any or all government furnished property.</p> <p>4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Operations Division.</p> <p>5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.</p>		

Intergovernmental Service Agreement Schedule

IGA No.
12-92-0024

Page No.
6 of 6

ARTICLE VIII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the USMS Chief, Prisoner Operations Division and submitted to the Local Government on form USM 241a for approval.

2. Questions or concerns pertaining to this agreement are to be directed to the U.S. Marshal. Disputes, space guarantee questions, and unresolved issues are to be directed to the Chief, Prisoner Operations Division, USMS Headquarters.

ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. The Local Government agrees to allow periodic inspections of the facility by USMS 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.

2. The USMS will endeavor to provide or acquire technical training and management assistance from other federal, state or local agencies or national organizations upon the request of the facility administrator.

ARTICLE X - AVAILABILITY OF FUNDS

The Federal Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment can be made and no legal liability on the part of the Government for any payment may arise until such funds are available.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2 AMENDMENT/MODIFICATION NO		3 EFFECTIVE DATE		4 REQUISITION/PURCHASE REQ NO	
P00001		06/15/2010		192110FSFSFRX0018.1	
5 PROJECT NO (If applicable)		6 ISSUED BY		7 ADMINISTERED BY (If other than Item 6)	
		ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: Al Barclay, 949-425-7045 Laguna Niguel CA 92677		ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Al Barclay, 949-425-7045 Laguna Niguel CA 92677			
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A AMENDMENT OF SOLICITATION NO.		9B DATED (SEE ITEM 11)	
CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)			
		X		10A MODIFICATION OF CONTRACT/ORDER NO. SEE SCHEDULE HSCEDM-10-F-IG085 10B DATED (SEE ITEM 13) 04/01/2010	
CODE 0076692160000		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) Net Increase: \$538,248.00
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: 007669216

Program/Finance POC: Tom Weissmiller 415-844-5604

This modification is issued to provide additional funding for CLIN 0001 in the amount of \$538,248.00 for the period through September 28, 2010. The obligated amount for CLIN 0001 is increased from \$774,080.00 to \$1,312,328.00

The total obligated amount is increased from \$974,680.00 to \$1,512,928.00.

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)	
		Roberta J. Halls	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	6-16-10

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
SEE SCHEDULE/HSCEDM-10-F-IG085/P00001

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:</p> <p>Total Amount for this Modification: \$538,248.00 New Total Amount for this Version: \$1,312,328.00 New Total Amount for this Award: \$1,512,928.00 Obligated Amount for this Modification: \$538,248.00 New Total Obligated Amount for this Award: \$1,512,928.00 Incremental Funded Amount changed: from \$974,680.00 to \$1,512,928.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 0001 Quantity changed from 9440 to 16004 Total Amount changed from \$774,080.00 to \$1,312,328.00 Obligated Amount for this modification: \$538,248.00 Incremental Funded Amount changed from \$774,080.00 to \$1,312,328.00</p> <p>CHANGES FOR DELIVERY LOCATION: ICE/DRO/SANFRANCISCO Quantity changed from 9440 to 16004 Amount changed from \$774,080.00 to \$1,312,328.00 Delivery Date changed from 04/05/2010 to 09/30/2010</p> <p>NEW ACCOUNTING CODE ADDED: Account code: BBFD000000BD3112000001863050005000000GE257200 Quantity: 6,564 Amount: \$538,248.00 6,564 EA X \$82.00 = \$538,248.00</p> <p>FOB: Destination</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>HOUSING FOR DETAINEES at the Contra Costa County West Detention Facility. Estimated through 9/30/2010. Fully Funded Obligation Amount \$1,312,328.00 Incrementally Funded Amount: \$1,312,328.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: NONE000000BA3112000001863050005000000GE257200 Funded: \$0.00 Accounting Info: Continued ...</p>	6564	EA	82.00	538,248.00

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	BBFD000000BD3112000001863050005000000GE257200 Funded: \$538,248.00				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3											
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192116FSFCOCOWR02.11											
5. PROJECT NO. (If applicable)															
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Jose R. Munoz Jr. Laguna Niguel CA 92677											
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT/ORDER NO. IGA 11-09-0034 HSCEDM-15-F-IG130 9D. DATED (SEE ITEM 13) 04/16/2015													
CODE 0076692160000		FACILITY CODE													
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of 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. <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.															
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule Net Decrease: -\$4,838.00															
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>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.</td> </tr> <tr> <td></td> <td>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).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> <tr> <td>X</td> <td>Bilateral Modification / FAR 4.804 Closeout</td> </tr> </table>						CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)	X	Bilateral Modification / FAR 4.804 Closeout
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
	D. OTHER (Specify type of modification and authority)														
X	Bilateral Modification / FAR 4.804 Closeout														
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 007669216 COR: Nathan R. Lindsey Email: Nathan.R.Lindsey@ice.dhs.gov, Phone Number: (661) 328-4503 Alternate COR: Donna Ore Email: Donna.Ore@ice.dhs.gov, Phone Number: (916) 329-4326 Contract Specialist: Kimberlee Brown Email: Kimberlee.Brown@ice.dhs.gov, Phone Number (202) 732-2675															
The purpose of this modification is to de-obligate the amount of \$5,509,744.00, and to Continued ...															
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print) BRIAN BONTHEON, LIEUTENANT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Virginia Collie													
15B. CONTRACTOR/OFFEROR B. Bontheon (Signature of person authorized to sign)		15C. DATE SIGNED 7.29.16		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)											
15D. DATE SIGNED		16C. DATE SIGNED													
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 IGA 11-09-0034/HSCEDM-15-F-IG130/P00007	PAGE OF 2 3
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NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>closeout the task order number under HSCEDM-15-F-IG130. All deliverables have been received, and all invoices have been paid. In accordance with the closeout procedures of FAR 4.804, this task order is hereby modified as follows:</p> <p>a. Within this closeout modification, the contractor hereby releases the Government from any and all liability under this task order.</p> <p>The total amount of this task order is decreased as follows: From: \$5,514,582.00 By: \$4,838.00 To: \$5,509,744.00 Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2015 to 06/30/2016</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>HOUSING FOR DETAINEES (WEST FACILITY)</p> <p>CLIN 0001 is decreased as follows: From: \$5,514,582.00 By: \$4,838.00 To: \$5,509,744.00</p> <p>The total quantity is decreased as follows: From: 67,251 By: 59 To: 67,192 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R02 UP 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: USP0000-R02 UP 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00- ----- Continued ...</p>	67192	EA	82.00	5,509,744.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED IGA 11-09-0034/HSCEDM-15-F-IG130/P00007	PAGE	OF
		3	3

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	000000 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: -\$4,838.00 The Government hereby requests that the vendor execute, scan, and return this bilaterally signed modification. Failure of response from the vendor, the modification shall be considered concurrence and will be processed as an unilateral modification with the Government's signature only. All other terms and conditions referenced within the IGA remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO P00005		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ NO 192116FSFCOCOWR02.05	
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA		5 PROJECT NO (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Attn: Kimberlee Brown Washington DC 20536		CODE ICE/DCR	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)		9A AMENDMENT OF SOLICITATION NO	
				9B DATED (SEE ITEM 11)	
		x		10A MODIFICATION OF CONTRACT/ORDER NO IGA 11-09-0034 HSCEDM-15-F-IG130	
CODE 0076692160000		FACILITY CODE		10B DATED (SEE ITEM 13) 04/16/2015	

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: \$557,600.00

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
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) Unilateral Modification / FAR 43.103(b)

E. IMPORTANT: Contractor x is not is required to sign this document and return _____ copies to the issuing office

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

DUNS Number: 007669216

COR: Nathan R. Lindsey

Email: Nathan.R.Lindsey@ice.dhs.gov, Phone Number: (661) 328-4503

Alternate COR: Donna Ore

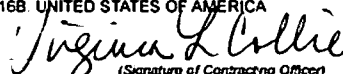
Email: Donna.Ore@ice.dhs.gov, Phone Number: (916) 329-4326

Contract Specialist: Kimberlee Brown

Email: Kimberlee.Brown@ice.dhs.gov, Phone Number (202) 732-2675

The purpose of this modification is to add funding in the amount of \$557,600.00 to the task
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (Signature of person authorized to sign)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Virginia L. Collie	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/23/16

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 IGA 11-09-0034/HSCEDM-15-F-IG130/P00005	PAGE	OF
		2	3

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>order, and extend the period of performance through April 30, 2016. This modification also changes contract administration from Jose Munoz to Kimberlee Brown and incorporates contact information for the new specialist.</p> <p>The total amount of the task order is increased as follows:</p> <p>From: \$4,014,228.00 By: \$557,600.00 To: \$4,571,828.00</p> <p>Exempt Action: Y FOB: Destination Period of Performance: 07/01/2015 to 04/30/2016</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>HOUSING FOR DETAINEES (WEST FACILITY)</p> <p>CLIN 0001 is increased as follows: From: \$4,014,228.00 By: \$557,600.00 To: \$4,571,828.00</p> <p>The total quantity is increased as follows: From: 48,954 By: 6,800 To: 55,754 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-C0 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 UP 31-12-00-000 18-63-0500-05-00-00-C0 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-C0 GE-25-72-00 Funded: \$0.00 Accounting Info: USP0000-R02 UP 31-12-00-000 18-63-0500-05-00-00-C0 GE-25-72-00- ----- 000000 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-C0 GE-25-72-00 Continued ...</p>	55754	EA	82.00	4,571,828.00

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE	OF
	IGA 11-09-0034/HSCEDM-15-F-IG130/P00005	3	3

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$557,600.00 All other terms and conditions referenced within the IGA remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2 AMENDMENT/MODIFICATION NO		3 EFFECTIVE DATE		4 REQUISITION/PURCHASE REQ NO	
P00008		See Block 16C		192117FSFCOCOMR08.08	
6 ISSUED BY		CODE		5 PROJECT NO (If applicable)	
ICE/DM/DC-LAGUNA					
ICEDETENT MNGT DETENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677		7 ADMINISTERED BY (If other than Item 6)		CODE	
		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 ATTN KIMBERLEE BROWN WASHINGTON DC 20536		ICE/DCR	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A AMENDMENT OF SOLICITATION NO			
CONTRA COSTA COUNTY INC ATTN CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)			
		9B DATED (SEE ITEM 11)			
		x 10A MODIFICATION OF CONTRACT/ORDER NO IGA-11-92-0024 HSCEDM-16-F-IG208			
		10B DATED (SEE ITEM 13) 04/28/2016			
CODE 0076692160000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> 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 Decrease: -\$2,040.00					
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:					
D OTHER (Specify type of modification and authority)					
X IAW 4.804 Closeout of Contract Files					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)					
DUNS Number: 007669216					
Contracting Officer Representative (COR): Nathan R. Lindsey Email: Nathan.R.Lindsey@ice.dhs.gov; Phone: (661) 328-4503					
Alternate (COR): Donna Ore, Email: Donna.Ore@ice.dhs.gov; Phone: (916) 329-4326					
The purpose of this modification is to deobligate funds in the amount of \$2,040.00 from task order HSCEDM-16-F-IG208 and close the order. In accordance with FAR 4.804 procedures this task order is modified as follows:					
A. The program office certified on August 1, 2008 that all good and services provided under Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A NAME AND TITLE OF SIGNER (Type or print)			16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
BRIAN BENTHON, LIEUTENANT			Virginia L. Collie		
15B CONTRACTOR/OFFEROR		15C DATE SIGNED		16B UNITED STATES OF AMERICA	
B. Benthon		8/17/17			
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C DATE SIGNED	
NSN 7540-01-552-8070 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 IGA-11-92-0024/HSCEDM-16-F-IG208/P00008	PAGE	OF
		2	3

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>this task order have been delivered and funds in the amount of \$2,040.00 may be deobligated.</p> <p>B. CLIN 0001: Temporary Detainee Housing is decreased by \$2,040.00 from \$54,570.00 to \$52,530.00, therefore the total obligated value of this task order is decreased from \$54,570.00 to \$52,530.00.</p> <p>C. The total value of this task order is hereby decreased by \$2,040.00 from \$54,570.00 to \$52,530.00.</p> <p>D. With this closeout modification the Contractor hereby releases the Government from any and all liability und this task order.</p> <p>Exempt Action: Y Sensitive Award: NONE FOB: Destination Period of Performance: 07/01/2016 to 06/30/2017</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>TEMPROARY DETAINEE HOUSING (MANDAYS) MAIN JAIL</p> <p>CLIN 0001 decreases as follows: From: \$54,570.00 By: \$-2,040.00 To: \$52,530.00</p> <p>The total quantity remains the same as follows: From: 642 By: -24 To: 618</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: ERODETN-R08 BA 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R08 BA 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R08 E1 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R08 E1 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Continued ...</p>	618	EA	85.00	52,530.00

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED

IGA-11-92-0024/HSCEDM-16-F-IG208/P00008

PAGE OF

3

3

NAME OF OFFEROR OR CONTRACTOR

CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00 Accounting Info: ERODETN-R08 E1 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R08 E1 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00- ----- --- 000000 Funded: \$0.00 Accounting Info: ERODETN-R08 E1 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: -\$765.00 Accounting Info: ERODETN-R08 E1 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: -\$1,275.00 All terms and conditions of the IGSA remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00003		See Block 16C		192117FSFCOCOMR08.02	
5. PROJECT NO. (If applicable)					
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
ICEDETENT MNGTDETENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677		ICE/DM/DC-LAGUNA		CODE ICE/DM/DC-LAGUNA	
		ICEDETENT MNGTDETENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 ATTN JOSE R MUNOZ JR LAGUNA NIGUEL CA 92677			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
CONTRA COSTA COUNTY INC ATTN CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)			
		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		IGA-11-92-0024			
		HSCEDM-16-F-IG208			
		10B. DATED (SEE ITEM 13)			
		04/28/2016			
CODE 0076692160000		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 007669216

Contracting Officer Representative (COR): Nathan R. Lindsey Email:

Nathan.R.Lindsey@ice.dhs.gov; Phone: (661) 328-4503

Alternate (COR): Donna Ore, Email: Donna.Ore@ice.dhs.gov; Phone: (916) 329-4326

This modification is issued to change the period of performance end date from 11/15/2016 to 12/09/2016. It is estimated that the funds will cover the period through 12/09/2016.

The total amount of the task order remains the same as follows:

From: \$26,605.00 By: \$0.00 To: \$26,605.00

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Virginia Collie	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Virginia Collie (Signature of Contracting Officer)	04/28/16

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 IGA-11-92-0024/HSCEDM-16-F-IG208/P00003	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2016 to 12/09/2016</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>TEMPROARY DETAINEE HOUSING (MANDAYS) MAIN JAIL</p> <p>CLIN 0001 remains the same as follows: From: \$26,605.00 By: \$0.00 To: \$26,605.00</p> <p>The total quantity remains the same as follows: From: 313 By: 0 To: 313 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: ERODETN-R08 BA 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R08 BA 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R08 E1 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R08 E1 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>.</p> <p>All terms and conditions of the IGA remain the same.</p>	313	EA	85.00	26,605.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00002		See Block 16C		192116FSFCOCOWR02.12	
5. PROJECT NO. (If applicable)		6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)	
		CODE ICE/DM/DC-LAGUNA		CODE ICE/DCR	
ICEDETENT MNGTDETTENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 ATTN KIMBERLEE BROWN WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO			
CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)			
		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER NO			
		11-09-0034			
		HSCEDM-16-F-IG203			
		10B. DATED (SEE ITEM 13)			
		04/29/2016			
CODE 0076692160000		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) Net Increase: \$614,098.00
ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00

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
	D. OTHER (Specify type of modification and authority)
X	Funding Action Per FAR 32.307-1 (a) Fully Funding

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

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

DUNS Number: 007669216

Contracting Officer Representative (COR): Nathan R. Lindsey, Email: Nathan.R.Lindsey@ice.dhs.gov; Phone: (661)328-4503
ALT COR: Donna Ore, Email: Donna.Ore@ice.dhs.gov; Phone: (916)329-4326

This modification is issued to add funding to CLIN 0001 for detention bed day and change performance end date from 08/31/2016 to 09/30/2016 in the amount of \$614,098.00. It is estimated that the funds obligated will cover the period through 09/30/2016.

Exempt Action: Y

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Virginia Collie	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Virginia Collie (Signature of Contracting Officer)	8/31/16

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 11-09-0034/HSCEDM-16-F-IG203/P00002	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC


ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Period of Performance: 07/01/2016 to 09/30/2016 Change Item 0001 to read as follows (amount shown is the obligated amount): DETAINEES HOUSING (WEST FACILITY) . All terms and condition of the IGA remain the same.	7489	EA	82.00	614,098.00

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 8

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

1. DATE OF ORDER 04/29/2016		2. CONTRACT NO. (If any) 11-09-0034		6. SHIP TO				
3. ORDER NO. HSCEDM-16-F-IG203		4. REQUISITION/REFERENCE NO. 192116FSFCOCOWR02.07		a. NAME OF CONSIGNEE ICE-ERC-FOD-FSF				
5. ISSUING OFFICE (Address correspondence to) ICEDETENT MNGTDETENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677				b. STREET ADDRESS IMMIGRATION CUSTOMS ENFORCEMENT 650 CAPITOL MALL ROOM I-120				
				c. CITY SACRAMENTO		d. STATE CA	e. ZIP CODE 95814	
7. TO:				f. SHIP VIA				
a. NAME OF CONTRACTOR CONTRA COSTA COUNTY INC				8. TYPE OF ORDER				
b. COMPANY NAME				a. PURCHASE REFERENCE YOUR:		X b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
c. STREET ADDRESS 651 PINE ST 7TH FLOOR				Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				
d. CITY MARTINEZ		e. STATE CA		f. ZIP CODE 945531229				
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE ENFORCEMENT REMOVAL				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED e. HUBZone f. SERVICE-DISABLED g. WOMEN-OWNED SMALL BUSINESS (WOSB) h. EDWOSB VETERAN-OWNED ELIGIBLE UNDER THE WOSB PROGRAM						12. F.O.B. POINT Destination		
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award		
				16. DISCOUNT TERMS				
17. SCHEDULE (See reverse for Rejections)								
ITEM NO (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 007669216 DBA: SHERIFF'S DEPT Contracting Officer Representative (COR): Nathan R. Lindsey Email: Nathan.R.Lindsey@ice.dhs.gov; Phone: (661)328-4503 Continued ...							
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.				17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:								
a. NAME DHS ICE						\$508,400.00		
b. STREET ADDRESS (or P.O. Box) BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-EROFOD-FSF								
c. CITY WILLISTON						d. STATE VT	e. ZIP CODE 05495-1620	17(i) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature) 						23. NAME (Typed) Virginia L. Collie TITLE CONTRACTING/ORDERING OFFICER		

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OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

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

PAGE NO

2

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

DATE OF ORDER

CONTRACT NO.

04/29/2016

11-09-0034

ORDER NO

HSCEDM-16-F-IG203

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>ALT COR: Donna Ore Email: Donna.Ore@ice.dhs.gov; Phone: (916)329-4326</p> <p>Contract Specialist: Kimberlee Brown Email: Kimberlee.Brown@ice.dhs.gov; (202)732-2675</p> <p>This task order is hereby issued against the Department of Justice, US Marshalls Inter- governmental Services Agreement (IGA) 11-09-0034 for the detention and care of aliens housed at Contra Costa County, CA. All terms and condition of the IGA apply to this task order, and replaces task order HSCEDM-15-F-IG130.</p> <p>Exempt Action: Y</p> <p>Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Period of Performance: 07/01/2016 to 07/31/2016</p> <p>DETAINEES HOUSING(WEST FACILITY)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> • Invoice.Consolidation@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Continued ...</p>	6200	EA	82.00	508,400.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$508,400.00

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Prescribed by GSA FAR (49 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

3

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

DATE OF ORDER
04/29/2016

CONTRACT NO
11-09-0034

ORDER NO.
HSCEDM-16-F-IG203

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ATTN: ICE-ERO/FOD-FSF</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable: Continued ...</p>					

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\$0.00

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

PAGE NO

4

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

DATE OF ORDER
04/29/2016

CONTRACT NO
11-09-0034

ORDER NO
HSCEDM-16-F-IG203

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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

PAGE NO

5

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

DATE OF ORDER
04/29/2016

CONTRACT NO.
11-09-0034

ORDER NO.
HSCEDM-16-F-IG203

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

6

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

DATE OF ORDER
04/29/2016

CONTRACT NO
11-09-0034

ORDER NO
HSCEDM-16-F-IG203

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

7

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

DATE OF ORDER 04/29/2016	CONTRACT NO 11-09-0034	ORDER NO. HSCEDM-16-F-IG203
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(I) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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OPTIONAL FORM 348 (Rev 4/2008)
Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

8

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

DATE OF ORDER
04/29/2016

CONTRACT NO.
11-09-0034

ORDER NO.
HSCEDM-16-F-IG203

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov.</p> <p>The total amount of award: \$508,400.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213-7

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2 AMENDMENT/MODIFICATION NO		3 EFFECTIVE DATE		4 REQUISITION/PURCHASE REQ. NO	
P00006		See Block 16C		192117FSFCOCOWR02.04	
5 PROJECT NO. (If applicable)		6 ISSUED BY		7 ADMINISTERED BY (If other than Item 6)	
		CODE ICE/DM/DC-LAGUNA		CODE ICE/DCR	
ICEDETENT MNGTDETTENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 ATTN KIMBERLEE BROWN WASHINGTON DC 20536			
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A AMENDMENT OF SOLICITATION NO			
CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)			
		9B DATED (SEE ITEM 11)			
		10A MODIFICATION OF CONTRACT/ORDER NO			
		11-09-0034			
		HSCEDM-16-F-IG203			
		10B DATED (SEE ITEM 13)			
		04/29/2016			
CODE 0076692160000		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) Net Increase: \$1,660,500.00
See Schedule

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

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

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

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

DUNS Number: 007669216

Contracting Officer Representative (COR): Nathan R. Lindsey, Email: Nathan.R.Lindsey@ice.dhs.gov; Phone: (661)328-4503

ALT COR: Donna Ore, Email: Donna.Ore@ice.dhs.gov; Phone: (916)329-4326

This modification is issued to add funding to CLIN 0001 for detention bed days the amount of \$1,660,500.00, and change the performance end date from 01/31/2017 to 04/30/2017. It is estimated that the funds obligated will cover the period through 04/30/2017.

Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Virginia L. Collie	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)		Virginia Collie (Signature of Contracting Officer)	3/9/17

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 11-09-0034/HSCEDM-16-F-IG203/P00006	PAGE	OF
		2	3

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The total amount of the task order is increased as follows: From: \$3,778,560.00 By: \$1,660,500.00 To: \$5,439,060.00</p> <p>Exempt Action: Y Sensitive Award: NONE FOB: Destination Period of Performance: 07/01/2016 to 04/30/2017</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>	66330	EA	82.00	5,439,060.00
	<p>DETAINEES HOUSING (WEST FACILITY)</p> <p>CLIN 0001 is increased as follows: From: \$3,778,560.00 By: \$1,660,500.00 To: \$5,439,060.00</p> <p>The total quantity is increased as follows: From: 46,080 By: 20,250 To: 66,330</p> <p>Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00-000000 ----- --- 000000 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
11-09-0034/HSCEDM-16-F-IG203/P00006

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$1,660,500.00 All terms and condition of the IGA remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00003		See Block 16C		192117FSFCOCOMR08.02	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	
ICEDETENT MNGTDETENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677				ICEDETENT MNGTDETENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 ATTN JOSE R MUNOZ JR LAGUNA NIGUEL CA 92677	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CONTRA COSTA COUNTY INC ATTN CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)			
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. IGA-11-92-0024 HSCEDM-16-F-IG208	
				10B. DATED (SEE ITEM 13) 04/28/2016	
CODE 0076692160000		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 007669216

Contracting Officer Representative (COR): Nathan R. Lindsey Email:

Nathan.R.Lindsey@ice.dhs.gov; Phone: (661) 328-4503

Alternate (COR): Donna Ore, Email: Donna.Ore@ice.dhs.gov; Phone: (916) 329-4326

This modification is issued to change the period of performance end date from 11/15/2016 to 12/09/2016. It is estimated that the funds will cover the period through 12/09/2016.

The total amount of the task order remains the same as follows:

From: \$26,605.00 By: \$0.00 To: \$26,605.00

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)	
		Virginia Collie	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Virginia Collie (Signature of Contracting Officer)	10/28/16

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
		IGA-11-92-0024/HSCEDM-16-F-IG208/P00003		2	2
NAME OF OFFEROR OR CONTRACTOR					
CONTRA COSTA COUNTY INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Exempt Action: Y</p> <p>Discount Terms:</p> <p style="padding-left: 40px;">Net 30</p> <p>FOB: Destination</p> <p>Period of Performance: 07/01/2016 to 12/09/2016</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>TEMPROARY DETAINEE HOUSING (MANDAYS) MAIN JAIL</p> <p>CLIN 0001 remains the same as follows:</p> <p>From: \$26,605.00 By: \$0.00 To: \$26,605.00</p> <p>The total quantity remains the same as follows:</p> <p>From: 313 By: 0 To: 313</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info:</p> <p>ERODETN-R08 BA 31-12-00-000</p> <p>18-63-0500-00-00-00-00 GE-25-72-00</p> <p>Funded: \$0.00</p> <p>Accounting Info:</p> <p>ERODETN-R08 BA 31-12-00-000</p> <p>18-63-0500-00-00-00-00 GE-25-72-00</p> <p>Funded: \$0.00</p> <p>Accounting Info:</p> <p>ERODETN-R08 E1 31-12-00-000</p> <p>18-63-0500-00-00-00-00 GE-25-72-00</p> <p>Funded: \$0.00</p> <p>Accounting Info:</p> <p>ERODETN-R08 E1 31-12-00-000</p> <p>18-63-0500-00-00-00-00 GE-25-72-00</p> <p>Funded: \$0.00</p> <p>All terms and conditions of the IGA remain the same.</p>	313	EA	85.00	26,605.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2 AMENDMENT/MODIFICATION NO.		3 EFFECTIVE DATE		4 REQUISITION/PURCHASE REQ. NO.	
P00003		See Block 16C		192117FSFCOCOWR02.01	
5 PROJECT NO. (If applicable)					
6 ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA		CODE	
ICEDETENT MNGTDETECT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677		ICEDETENT MNGTDETECT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 ATTN JOSE R MUNOZ JR LAGUNA NIGUEL CA 92677			
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A AMENDMENT OF SOLICITATION NO			
CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)			
		9B DATED (SEE ITEM 11)			
		10A MODIFICATION OF CONTRACT/ORDER NO			
		11-09-0034			
		HSCEDM-16-F-IG203			
		10B DATED (SEE ITEM 13)			
		04/29/2016			
CODE 0076692160000		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)

Net Increase:

\$797,614.00

See Schedule

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

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

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

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

DUNS Number: 007669216

Contracting Officer Representative (COR): Nathan R. Lindsey, Email:

Nathan.R.Lindsey@ice.dhs.gov; Phone: (661)328-4503

ALT COR: Donna Ore, Email: Donna.Ore@ice.dhs.gov; Phone: (916)329-4326

This modification is issued to add funding to CLIN 0001 for detention bed days the amount of \$797,614.00 and change performance end date from 09/30/2016 to 11/15/2016. It is estimated that the funds obligated will cover the period through 11/15/2016.

The total amount of the task order is increased as follows:

Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Virginia Collie	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)		Virginia Collie (Signature of Contracting Officer)	10/13/14

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 11-09-0034/HSCEDM-16-F-IG203/P00003	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>From: \$1,630,898.00 By: \$797,614.00 To: \$2,428,512.00 Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2016 to 11/15/2016</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>DETAINEES HOUSING (WEST FACILITY)</p> <p>CLIN 0003 is increased as follows: From: \$1,630,898.00 By: \$797,614.00 To: \$2,428,512.00</p> <p>The total quantity is increased as follows: From: 19,889 By: 9,727 To: 29,616</p> <p>Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$797,614.00 All terms and condition of the IGA remain the same.</p>	29616	EA	82.00	2,428,512.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00004		See Block 16C		192117FSFCOCOWR02.02	
5. PROJECT NO. (If applicable)					
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	
ICEDETENT MNGTDETENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677		ICEDETENT MNGTDETENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 ATTN JOSE R MUNOZ JR LAGUNA NIGUEL CA 92677			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)			
		9B. DATED (SEE ITEM 11)			
		x			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		11-09-0034			
		HSCEDM-16-F-IG203			
		10B. DATED (SEE ITEM 13)			
		04/29/2016			
CODE		FACILITY CODE			
0076692160000					

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: \$442,800.00
See Schedule

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

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

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

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

DUNS Number: 007669216

Contracting Officer Representative (COR): Nathan R. Lindsey, Email: Nathan.R.Lindsey@ice.dhs.gov; Phone: (661)328-4503
ALT COR: Donna Ore, Email: Donna.Ore@ice.dhs.gov; Phone: (916)329-4326

This modification is issued to add funding to CLIN 0001 for detention bed days the amount of \$442,800.00 and change performance end date from 11/15/2016 to 12/09/2016. It is estimated that the funds obligated will cover the period through 12/09/2016.

The total amount of the task order is increased as follows:
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Virginia Collie	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Virginia Collie (Signature of Contracting Officer)	11/15/16

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
11-09-0034/HSCEDM-16-F-IG203/P00004PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>From: \$2,428,512.00 By: \$442,800.00 To: \$2,871,312.00 Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2016 to 12/09/2016 Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>DETAINÉES HOUSING (WEST FACILITY)</p> <p>CLIN 0003 is increased as follows: From: \$2,428,512.00 By: \$442,800.00 To: \$2,871,312.00</p> <p>The total quantity is increased as follows: From: 29,616 By: 5,400 To: 35,016</p> <p>Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$442,800.00 All terms and condition of the IGA remain the same.</p>	35016	EA	82.00	2,871,312.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO. P00005		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ NO 192117FSFCOCOWR02.03	
5 PROJECT NO (If applicable)		6 ISSUED BY ICE/DM/DC-LAGUNA		7 ADMINISTERED BY (If other than Item 6) ICE/DCR	
ICEDETENT MNGTDETTENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 ATTN KIMBERLEE BROWN WASHINGTON DC 20536			
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x) 9A AMENDMENT OF SOLICITATION NO			
		9B DATED (SEE ITEM 11)			
		x 10A MODIFICATION OF CONTRACT/ORDER NO 11-09-0034 HSCEDM-16-F-IG203			
		10B DATED (SEE ITEM 13) 04/29/2016			
CODE 0076692160000		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)

Net Increase:

\$907,248.00

See Schedule

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

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

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

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

DUNS Number: 007669216

Contracting Officer Representative (COR): Nathan R. Lindsey, Email: Nathan.R.Lindsey@ice.dhs.gov; Phone: (661)328-4503

ALT COR: Donna Ore, Email: Donna.Ore@ice.dhs.gov; Phone: (916)329-4326

This modification is issued to add funding to CLIN 0001 for detention bed days the amount of \$907,248.00, and change the performance end date from 12/09/2016 to 01/31/2017. It is estimated that the funds obligated will cover the period through 01/31/2017.

Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Virginia Collie	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA <i>Virginia Collie</i> (Signature of Contracting Officer)	16C DATE SIGNED 1/26/17

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
11-09-0034/HSCEDM-16-F-IG203/P00005

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The total amount of the task order is increased as follows: From: \$2,871,312.00 By: \$907,248.00 To: \$3,778,560.00 Exempt Action: Y FOB: Destination Period of Performance: 07/01/2016 to 01/31/2017 Change Item 0001 to read as follows (amount shown is the total amount):				
0001	DETAINEES HOUSING (WEST FACILITY) CLIN 0001 is increased as follows: From: \$2,871,312.00 By: \$907,248.00 To: \$3,778,560.00 The total quantity is increased as follows: From: 35,016 By: 11,064 To: 46,080 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$907,248.00 All terms and condition of the IGA remain the same.	46080	EA	82.00	3,778,560.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192116FSFCOCOWR02.10	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DM/DC-LAGUNA		7. ADMINISTERED BY (If other than Item 6) ICE/DCR	
ICEDETENT MNGTDETENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 ATTN KIMBERLEE BROWN WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 11-09-0034 HSCEDM-16-F-IG203 10B. DATED (SEE ITEM 13) 04/29/2016			
CODE 0076692160000		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. <input type="checkbox"/> 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) ERODETN R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Net Increase: \$508,400.00					
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: D. OTHER (Specify type of modification and authority) X Funding Action Per FAR 32.307-1 (a) Fully Funding					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) DUNS Number: 007669216 Contracting Officer Representative (COR): Nathan R. Lindsey, Email: Nathan.R.Lindsey@ice.dhs.gov; Phone: (661)328-4503 ALT COR: Donna Ore, Email: Donna.Ore@ice.dhs.gov; Phone: (916)329-4326					
This modification is issued to add funding to CLIN 0001 for detention bed day and change performance end date from 07/31/2016 to 08/31/2016 in the amount of \$508,400.00. It is estimated that the funds obligated will cover the period through 08/31/2016.					
Exempt Action: Y Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Virginia Collie			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA Virginia Collie (Signature of Contracting Officer)	
				16C. DATE SIGNED 7/18/16	
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
11-09-0034/HSCEDM-16-F-IG203/P00001PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action Total Amount for this Modification: \$508,400.00 New Total Amount for this Award: \$1,016,800.00 Obligated Amount for this Modification: \$508,400.00 New Total Obligated Amount for this Award: \$1,016,800.00</p> <p>CHANGES FOR LINE ITEM 0001 - Detention Housing Quantity changed from 6,200 to 12,400 Total Amount changed from \$508,400.00 to \$1,016,800.00 Obligated Amount for this modification: \$508,400.00 Delivery Date changed from 05/29/2016 to 08/31/2016</p> <p>FOB: Destination Period of Performance: 07/01/2016 to 08/31/2016</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	DETAINEES HOUSING(WEST FACILITY)	6200	EA	82.00	508,400.00
	<p>All terms and condition of the IGA remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2. AMENDMENT/MODIFICATION NO. P00011		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192116FSFCOCOWR02.08	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE ICE/DM/DC-LAGUNA		7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA	
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Jose R. Munoz Jr. Laguna Niguel CA 92677			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. IGA 11-09-0034 HSCEDM-14-F-IG125	
				10B. DATED (SEE ITEM 13) 05/01/2014	
CODE 0076692160000		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)

Net Decrease:

-\$9,676.00

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification / FAR 4.804 Closeout

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

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

DUNS Number: 007669216

COR: Donna Ore

COR Email: Donna.Ore@ice.dhs.gov

COR Phone Number: (916) 329-4326

Alt COR: Gwen Zander

Alt COR Email: Gwen.Zander@ice.dhs.gov

Alt COR Phone Number: (661) 328-4575

The purpose of this modification is to closeout the task order number under HSCEDM-14-F-IG125. All deliverables have been received, and all invoices have been paid. In Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) BRIAN BONTHEON, LIEUTENANT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Virginia L. Collie WC	
15B. CONTRACTOR/OFFEROR B. Bonthon (Signature of person authorized to sign)	15C. DATE SIGNED 6-7-16	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

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

IGA 11-09-0034/HSCEDM-14-F-IG125/P00011

PAGE

OF

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3

NAME OF OFFEROR OR CONTRACTOR

CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>accordance with the closeout procedures of FAR 4.804, this task order is hereby modified as follows:</p> <p>a. Within this closeout modification, the contractor hereby releases the Government from any and all liability under this task order.</p> <p>The total amount of this task order is decreased as follows: From: \$4,244,316.00 By: \$9,676.00 To: \$4,234,640.00 Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2014 to 06/30/2015</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>DETAINEE SERVICE at West Detention Facility-- Estimate 155 beds per day in accordance with US Marshalls Service Agreement No. 11-09-0034.</p> <p>CLIN 0001 is decreased as follows: From: \$4,217,916.00 By: \$9,676.00 To: \$4,208,240.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: ERODTN R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODTN R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODTN R02 EA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODTN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODTN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Continued ...</p>				4,208,240.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	IGA 11-09-0034/HSCEDM-14-F-IG125/P00011	3	3

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: -\$9,676.00 All other terms and conditions referenced within the IGA remain the same				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00003		09/25/2014		192114FSFCOCOWR02.11	
5. PROJECT NO. (if applicable)					
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
ICE/Detent Mngt/Detent Contract-LAG		ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	
Immigration and Customs Enforcement				Immigration and Customs Enforcement	
Office of Acquisition Management				Office of Acquisition Management	
24000 Avila Road, Room 3104				24000 Avila Road, Room 3104	
Attn: Natasha Nguyen (949) 425-7030				Attn: Natasha Nguyen, (949) 425-7030	
Laguna Niguel CA 92677				Laguna Niguel CA 92677	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
CONTRA COSTA COUNTY INC					
651 PINE ST 7TH FLOOR		9B. DATED (SEE ITEM 11)			
MARTINEZ CA 945531229					
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
0076692160000				IGA 11-09-0034	
				HSCEDM-14-F-IG125	
				10B. DATED (SEE ITEM 13)	
				05/01/2014	

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: \$26,400.00
 ERODETN R02 BA 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00

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) BILATERAL - Mutual Agreement

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office

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

DUNS Number: 007669216

Alternate COR/Finance POC: Tom Weissmiller at 415-844-5604 or e-mail at

thomas.j.weissmiller@ice.dhs.gov

Program POC: Gwen Zander at 661-328-4575 or e-mail at gwen.zander@ice.dhs.gov

This modification is issued to install Video Teleconferencing (VTC) system at Contra Costa County (West Detention Facility) as a streamline to support with the Immigration Court proceeding for detainees who are currently in ICE/ERO custody in accordance with attached Visiting Center Plans for VTC.

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)	
BRIAN BONTHEON, LIEUTENANT		Robert J. Halls	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15D. UNITED STATES OF AMERICA	16C. DATE SIGNED
B. Bonthon	10/2/14	[Signature]	9-25-14

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
		IGA 11-09-0034/HSCEDM-14-F-IG125/P00003		2	3
NAME OF OFFEROR OR CONTRACTOR					
CONTRA COSTA COUNTY INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Exempt Action: Y</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Additional Work</p> <p>Total Amount for this Modification: \$26,400.00</p> <p>New Total Amount for this Award: \$2,195,300.00</p> <p>Obligated Amount for this Modification: \$26,400.00</p> <p>New Total Obligated Amount for this Award: \$2,195,300.00</p> <p>FOB: Destination</p> <p>Period of Performance: 07/01/2014 to 10/15/2014</p> <p>Add Item 0002 as follows:</p>				
0002	<p>TO INSTALL VTC SYSTEM FOR ICE USE AT CONTRA COSTA COUNTY (WEST DETENTION FACILITY). County shall invoice only for work actually performed.</p> <p>The telecom not to exceed costs are as follows:</p> <p>\$2,500 for Shielded Cat 6 cable run from wiring closet in building 4 to room 1 in visitation. Two sets of cable will be run to each data box.</p> <p>\$2,500 for Shielded Cat 6 cable run from wiring closet in building 4 to room 2 in visitation. Two sets of cable will be run to each data box.</p> <p>\$2,500 for Shielded Cat 6 cable run from wiring closet in building 4 to room 13 in visitation. Two sets of cable will be run to each data box.</p> <p>\$2,500 for Shielded Cat 6 cable run from wiring closet in building 4 to ICE Admin office in visitation. Two sets of cable will be run to each data box.</p> <p>\$1,000 for phone line to room 3 in visitation.</p> <p>\$1,000 for phone line to be used by fax machine in room 3.</p> <p>\$10,000 to run fiber from the MPOE to wiring closet building 4.</p> <p>\$3,000 for any unexpected costs.</p> <p>\$1,400 to install electrical outlets in rooms 2 and 3.</p> <p>TOTAL ESTIMATE NOT TO EXCEED: \$26,400.00</p> <p>Continued ...</p>	1	LO	26,400.00	26,400.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

IGA 11-09-0034/HSCEDM-14-F-IG125/P00003

PAGE

OF


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NAME OF OFFEROR OR CONTRACTOR

CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Task Order HSCEDM-14-F-IG125 is hereby issued against US Department of Justice, Marshals Inter-governmental Service Agreement (IGA) Number 11-09-0034 for the detention and care of aliens housed at Contra Costa County, CA. All other terms and conditions referenced within the IGA remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2 AMENDMENT/MODIFICATION NO.		3 EFFECTIVE DATE		4 REQUISITION/PURCHASE REQ NO.	
P00007		See Block 16C			
6 ISSUED BY		CODE		5 PROJECT NO (if applicable)	
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Kathryn Briskie, 949-425-7032 Laguna Niguel CA 92677		ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		7. ADMINISTERED BY (if other than Item 6)			
CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Kathryn Briskie, 949-425-7032 Laguna Niguel CA 92677			
		9A AMENDMENT OF SOLICITATION NO.			
		9B DATED (SEE ITEM 11)			
		10A MODIFICATION OF CONTRACT/ORDER NO.			
		IGA 11-09-0034			
		HSCEDM-14-F-IG125			
		10B DATED (SEE ITEM 13)			
		05/01/2014			
CODE 0076692160000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>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.</p> <p>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.</p>					
12 ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF					
D. OTHER (Specify type of modification and authority)					
X Unilateral Modification 43.103(b)					
E. IMPORTANT: Contractor X 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: 007669216					
COR: Donna Ore COR Email: Donna.Ore@ice.dhs.gov COR Phone Number: (916) 329-4326 Alt COR: Gwen Zander Alt COR Email: Gwen.Zander@ice.dhs.gov Alt COR Phone Number: (661) 328-4575					
This modification is issued to change the period of performance end date from 02/28/2015 to 03/31/2015. It is estimated that the funds currently obligated will cover the period					
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)		
			Robert J. Halls		
15B CONTRACTOR/OFFEROR		15C DATE SIGNED		16B UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				16C DATE SIGNED	
				3-315	
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 IGA 11-09-0034/HSCEDM-14-F-IG125/P00007	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>through 03/31/2015.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Other Administrative Action</p> <p>Period Of Performance End Date changed from 2015-02-28 to 2015-03-31</p> <p>Period of Performance: 07/01/2014 to 03/31/2015</p> <p>Task Order HSCEDM-14-F-IG125 is hereby issued against US Department of Justice, Marshals Inter-governmental Service Agreement (IGA) Number 11-09-0034 for the detention and care of aliens housed at Contra Costa County, CA. All other terms and conditions refernced within the IGA remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES	
2 AMENDMENT/MODIFICATION NO. P00001		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ. NO 192117FSFCOCOMR08.09	
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA		5 PROJECT NO. (If applicable)	
		7 ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Attn: Kimberlee Brown Washington DC 20536		CODE ICE/DCR	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)		9A AMENDMENT OF SOLICITATION NO.	
				9B DATED (SEE ITEM 11)	
		X		10A MODIFICATION OF CONTRACT/ORDER NO 11-92-0024 HSCEDM-17-F-IG247	
				10B DATED (SEE ITEM 13) 06/27/2017	
CODE 0076692160000		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)
ERODETN-R08 E1 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Net Increase: \$9,860.00

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) Unilateral/ FAR 32.703-1 Fully Funded

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

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

DUNS Number: 007669216
DBA: SHERIFF'S DEPT

Points of Contact:

Contracting Officer Representative (COR): Nathan R. Lindsey
Email: Nathan.R.Lindsey@ice.dhs.gov
Phone: (661) 328-4503

Alternate COR: Donna Ore
Email: Donna.Ore@ice.dhs.gov
Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print) P. Bonthron, Lieutenant		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Virginia L. Collie	
15B CONTRACTOR/OFFEROR P. Bonthron (Signature of person authorized to sign)		16B UNITED STATES OF AMERICA Virginia Collie (Signature of Contracting Officer)	
15C DATE SIGNED 8/21/17		16C DATE SIGNED 8/17/17	

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

11-92-0024/HSCEDM-17-F-IG247/P00001

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NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Phone: (916) 329-4326 Contract Specialist: Kimberlee Brown Email: Kimberlee.Brown@ice.dhs.gov Phone: (202) 732-2675 The purpose of this modification is to: A. Add funds in the amount of \$9,860.00 to task order HSCEDM-17-F-IG247. B. Increase the value of CLIN 0001: Temporary Detainee Housing by: \$9,860.00 from: \$ 25,500.00 to: \$35,360.00. C. The period of performance end date is 09/30/2017. It is expected that funds in the amount of \$35,360.00 will cover cost until the end of the period of performance. As of this modification the obligated and total value of this task order is increased by \$9,860.00 from \$ 25,500.00 to \$35,360.00. Exempt Action: N Sensitive Award: NONE FOB: Destination Period of Performance: 07/01/2017 to 09/30/2017 Change Item 0001 to read as follows (amount shown is the obligated amount): 0001 TEMPORARY DETAINEE HOUSING Total Quantity- From: 300 By: 116 To: 416 Total Price - From: 25,500 By: 9,860.00 To: 35,360.00	116	EA	85.00	9,860.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192116FSFCOCONR08.08	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DN/DC-LAGUNA ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		7. ADMINISTERED BY (If other than Item 6) ICE/DN/DC-LAGUNA ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Jose R. Munoz Jr. Laguna Niguel CA 92677	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0076692160000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. IGA 11-92-0024 HSCEDM-15-F-IG282		10B. DATED (SEE ITEM 13) 06/29/2015	

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 extended, 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 Decrease: -310,880.00**

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/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(d).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification / FAR 4.804 Closeout

14. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return _____ 1 _____ copies to the issuing office.

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

DUNS Number: 007669216

Contracting Officer Representative (COR): Donna Ore

Email: Donna.Ore@ice.dhs.gov, Phone Number: (916) 329-4326

Alt COR: Gwen Zander

Email: Gwen.Zander@ice.dhs.gov, Phone Number: (661) 328-4575

Contract Specialist: Kimberlee Brown

Email: Kimberlee.Brown@ice.dhs.gov, Phone Number: (202) 732-2675

The purpose of this modification is to de-obligate the amount of \$10,880.00, and to
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) BRIAN BONTHEAL, LIEUTENANT		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Virginia Collie	
15B. CONTRACTING OFFICER B. Bontheal		15B. UNITED STATES OF AMERICA Virginia Collie	
15C. DATE SIGNED 7.29.16		15C. DATE SIGNED 7/29/16	

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 IGA 11-92-0024/HSCEDM-15-F-IG282/P00005	PAGE OF 2 3
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NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>closeout the task order number under HSCEDM-15-F-IG282. All deliverables have been received, and all invoices have been paid. In accordance with the closeout procedures of FAR 4.804, this task order is hereby modified as follows:</p> <p>a. Within this closeout modification, the contractor hereby releases the Government from any and all liability under this task order.</p> <p>The total amount of this task order is decreased as follows: From: \$60,690.00 By: \$10,880.00 To: \$49,810.00 Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2015 to 06/30/2016</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>DETAINEE SERVICE at Martinez Detention Facility</p> <p>CLIN 0001 is decreased as follows: From: \$60,690.00 By: \$10,880.00 To: \$49,810.00</p> <p>The total quantity is decreased as follows: From: 714 By: 128 To: 586 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: ERODETN-R08 BA 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R08 BA 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: USP0000-R08 UP 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R08 BA 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00 Continued ...</p>	586	DA	85.00	49,810.00

NSN 7540-01-183-0287

OPTIONAL FORM 336 (4-66)
Sponsored by GSA
FAR 48 CFR 53.110

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 IGA 11-92-0024/HSCEDM-15-F-IG282/P00005

PAGE 3 OF 3

 NAME OF OFFEROR OR CONTRACTOR
 CONTRA COSTA COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: ERODETN-R08 BA 31-12-00-000 18-63-0500-00-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R08 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00- ----- --- 000000 Funded: -\$10,880.00 The Government hereby requests that the vendor execute, scan, and return this bilaterally signed modification. Failure of response from the vendor, the modification shall be considered concurrence and will be processed as an unilateral modification with the Government's signature only. All other terms and conditions referenced within the IGA remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192117FSFCOWR02.11	
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA		5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Attn: Kimberlee Brown Washington DC 20536	
				CODE ICE/DCR	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 11-09-0034 HSCEDM-17-F-IG261	
				10B. DATED (SEE ITEM 13) 06/30/2017	
CODE 0076692160000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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:		\$55,842.00	
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:					
D. OTHER (Specify type of modification and authority)					
X Unilateral/FAR 32.703-1 (a) Fully Funded					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)					
DUNS Number: 007669216					
DBA: SHERIFFS DEPT					
Points of Contact:					
Contracting Officer Representative (COR): Nathan R. Lindsey					
Email: Nathan.R.Lindsey@ice.dhs.gov, Phone: (661) 328-4503					
Alternate COR: Donna Ore					
Email: Donna.Ore@ice.dhs.gov, Phone: (916) 329-4326					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) B. BONTHEON, LIEUTENANT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Virginia L. Collie			
15B. CONTRACTOR/OFFEROR B. Bontheon (Signature of person authorized to sign)		15C. DATE SIGNED 8/21/17		16B. UNITED STATES OF AMERICA Virginia Collie (Signature of Contracting Officer)	
				16C. DATE SIGNED 8/18/17	
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 11-09-0034/HSCEDM-17-F-IG261/P00002	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract Specialist: Kimberlee Brown Email: Kimberlee.Brown@ice.dhs.gov, Phone: (202) 732-2675</p> <p>The purpose of the modification is to:</p> <p>A. Add funding to Task Order HSCEDM-17-F-IG261.</p> <p>B. Increase the funded amount of CLIN 0001 by \$55,842.00 from \$1,660,500.00 to \$1,716,342.00.</p> <p>C. Extend the period of performance end date from 07/31/2017 to 09/30/2017.</p> <p>As of this modification the obligated total of this modification is increased by \$55,842.00 from \$1,660,500.00 to \$1,716,342.00.</p> <p>Exempt Action: Y Sensitive Award: NONE FOB: Destination Period of Performance: 07/01/2017 to 09/30/2017</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>DETAINEE HOUSING (MANDAYS) FOR CONTRA COSTA COUNTY JAIL- WEST</p> <p>Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETB-R02 C8 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$55,842.00</p> <p>All terms of the IGA apply to this task order.</p>	681	EA	82.00	55,842.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO P00009		3 EFFECTIVE DATE See Block 16C ICE/DM/DC-LAGUNA		4 REQUESTOR/PURCHASE REQ NO 192117FSFCOCOWR02.10	
5 PROJECT NO (If applicable)		7 ADMINISTERED BY (If other than item 6)		CODE ICE/DCR	
6 ISSUED BY ICE/DETENT MNGT/DETENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677		ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 ATTN KIMBERLEE BROWN WASHINGTON DC 20536			
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		9A AMENDMENT OF SOLICITATION NO			
CODE 0076692160000		9B DATED (SEE ITEM 11)			
FACILITY CODE		10A MODIFICATION OF CONTRACT/ORDER NO 11-09-0034 HSCEDM-16-F-IG203 10B DATED (SEE ITEM 13) 04/29/2016			

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 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 Not Decrease: -578,392.00

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 14A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D OTHER (Specify type of modification and authority)
X	IAW FAR 4.804 Closeout Contract File

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)
DUNS Number: 007669216
Points of Contact:

Contracting Officer Representative (COR): Nathan R. Lindsey, Email: Nathan.R.Lindsey@ice.dhs.gov; Phone: (661)328-4503

ALT COR: Donna Ore, Email: Donna.Ore@ice.dhs.gov; Phone: (516)329-4326

The purpose of this modification is to deobligate funds in the amount of 578,392.00 from the task order HSCEDM-16-F-IG203 and closeout the task order. In accordance with FAR 4.804 contract closeout procedures this order is modified as follows:
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) M. Andaya, LT		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Virginia L. Collie	
15B CONTRACTOR/ORDER NO. [Signature]		16B UNITED STATES OF AMERICA [Signature]	
15C DATE SIGNED 9/7/17		16C DATE SIGNED 9/7/17	

NSN 7540-01-152-0070
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
11-09-0034/HSCEDM-16-F-IG203/P00009.PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>A.</p> <p>B.</p> <p>As of this modification the obligated and total value of this task order is increases by \$372,608.00 from \$5,876,612.00 to \$6,249,220.00.</p> <p>From: \$6,249,220.00 By: \$78,392.00 To: \$6,170,828.00</p> <p>Exempt Action: Y Sensitive Award: NONE</p> <p>FOB: Destination</p> <p>Period of Performance: 07/01/2016 to 06/30/2017</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>DETAINEES HOUSING (WEST FACILITY)</p> <p>CLIN 0001 is decreased as follows: From: \$6,249,220.00 By: \$78,392.00 To: \$6,170,828.00</p> <p>The total quantity is decreased as follows: From: 76,210 By: -956 To: 72,254</p> <p>Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R02 BA 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00</p> <p>Continued ...</p>	75254	EA	82.00	6,170,828.00

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED

11-09-0034/HSCEDM-16-F-IG203/P00009

PAGE

OF

3

3

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00-000000 ----- --- 000000 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: \$0.00 Accounting Info: ERODETN-R02 E1 31-12-00-000 18-63-0500-05-00-00-00 GE-25-72-00 Funded: -\$78,392.00 All terms and condition of the IGA remain the same.				



CONTRA COSTA COUNTY OFFICE OF THE SHERIFF
DAVID O. LIVINGSTON
SHERIFF - CORONER

September 17, 2015

Email: Invoice.Consolidation@ice.dhs.gov

DHS ICE
Attn: ICE-ERO/FOD-FSH
Burlington Finance Center
PO Box 1620
Williston, VT 05495-1620

Re: Tax ID 94-6000509 DUNS 007669216
Contract No: IGA 11-09-0034 Order No: HSCEDM-14-F-IG125

Please find enclosed a claim for reimbursement Contra Costa County Office of the Sheriff, in the amount of \$26,400.00. This claim is for installation charges of the Video Teleconferencing (VTC) System at the West County Detention Facility in Richmond, CA.

If you have any questions or need additional information, please give me a call at (925) 335-1527.

Sincerely,
DAVID O. LIVINGSTON, Sheriff-Coroner

Mary Jane Robb, Chief of Management Services

Enclosures

cc: Lt. Brian Bonthron (with enclosures)

OFFICE OF THE SHERIFF-CORONER
Contra Costa County

651 Pine Street, 7th Floor
Martinez, CA 94553
(925) 335-1526

Invoice

DATE	INVOICE #
9/17/2015	ICE2015

BILL TO
DHS, ICE Attn: ICE-ERO/FOD-FSH Burlington Finance Center PO Box 1620 Williston, VT 05495-1620

DESCRIPTION	QTY	RATE	AMOUNT
West County Detention Facility Tax ID #94-6000509 DUNS Number 007669216 Purchase Req #192114FSFCOCOWR02.11 Amendment/Modification No. P00003 Contract No.: IGA 11-09-0034 Order No.: HSCEDM-14-F-IG125 To install Video Teleconferencing (VTC) system at Contra Costa County (West County Detention Facility) as a streamline to support with the Immigration Court proceeding for detainees who are currently in ICE/ERO custody. Email: Invoice.Consolidation@ice.dhs.gov	1	26,400.00	26,400.00
Supporting Documents Attached.	do	Total	\$26,400.00

Contra Costa County Office of the Sheriff - West County Detention Facility, Richmond CA

Tax ID # 94-6000509 Purchase Req #192114FSFCC Order #HSCEDM-14-F-IG125
 DUNS Number 007669216 Contract # IGA 11-09-0034 Amendment/Modification # P00003

Work Performed: To install VTC System for ICE use at Contra Costa County (West County Detention Facility).

Work Performed by: Contra Costa County Dept of Information Technology (DoIT)

Approved Budget: \$ 26,400.00

Work Order #	Final Installation Date	Amount	Description of Work (DoIT)
A-17394	12/16/2014	2,410.20	Labor tel specialist and parts. Shielded Cat 6 Bldg 4 Rms 1, 2, 13 & Ice Admin Office
A-17394	12/16/2014	3,372.50	Labor tel specialist and parts. Shielded Cat 6 Bldg 4 Rms 1, 2, 13 & Ice Admin Office
A-17393	12/16/2014	9,466.92	Labor tel specialist and parts. Shielded Cat 6 Bldg 4 Rms 1, 2, 13 & Ice Admin Office
A-17393	12/16/2014	14,563.55	Labor tel specialist. Run fiber from the MPOE to wiring closet Bldg 4, misc costs, installation of electrical outlets in Rms 2 & 3
A-17393	12/16/2014	3,168.25	Labor telephone specialist. Run fiber from the MPOE to wiring closet Bldg 4, misc costs, installation of electrical outlets in Rms 2 & 3

201 of 421

Total Actual Costs	32,981.42
Less: Over budget. Not eligible for claim	(6,581.42)
Total Claim:	\$ 26,400.00

Amount per Line Item Detail Work Performed as per Purchase Req #192114FSFCCOWR02.11; Contract #IGA 11-09-0034; Order #HSCEDM-14-F-IG125

2,500.00	For Shielded Cat 6 cable run from wiring closet in Building 4 to Room 1 in visitation. Two sets of cable will be run to each data box.
2,500.00	For Shielded Cat 6 cable run from wiring closet in Building 4 to Room 2 in visitation. Two sets of cable will be run to each data box.
2,500.00	For Shielded Cat 6 cable run from wiring closet in Building 4 to Room 13 in visitation. Two sets of cable will be run to each data box.
2,500.00	For Shielded Cat 6 cable run from wiring closet in Building 4 to ICE Admin Office in visitation. Two sets of cable will be run to each data box.
1,000.00	For phone line to room 3 in visitation.
1,000.00	For phone line to be used by fax machine in room 3.
10,000.00	To run fiber from the MPOE to wiring closet building 4.
3,000.00	Misc Costs
1,400.00	Install electrical outlets in Rooms 2 and 3
26,400.00	Total Claim

**OFFICE OF THE SHERIFF
Contra Costa County**

Administrative Services Bureau
Personnel and Finance Division
651 Pine St., 7th Floor
Martinez, CA 94553
(925) 335-1500



DAVID O. LIVINGSTON
Sheriff-Coroner

Michael V. Casten
Undersheriff

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION (Include State and Local agency name as written on agreement cover sheet)

Name: Contra Costa County Sheriff's Fiscal Unit	
Address: 651 Pine Street, 7th Floor Martinez, CA 94553	
Taxpayer ID Number: 94-6000509	
Contact Person Name: Liz Arbuckle	Telephone Number: (925) 335-1529

FINANCIAL INSTITUTION INFORMATION

Bank Name: Wells Fargo
Nine-Digit ABA Routing Transit Number: 121000248
Depositor Account Number: 4225021617
Type of Account: (checking/savings) Checking

Wells Fargo Bank
902 Main Street
Martinez, CA 94553
925-672-1619

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT).

Central Contractor Registration - DUNS Number

Name: Contra Costa County Office of the Sheriff
Address: 651 Pine Street, 7th Floor Martinez, CA 94553
DUNS Number: 007669216
CAGE/NCAGE Number: 4GYA0



**CONTRA COSTA COUNTY
DoIT/TELECOMMUNICATIONS
WORK REQUEST**

Workorder #: A - 17394 ✓

1. Date: 8/28/2014 9:46:02 AM

2. Department/Agency: SHERIFF		3. Requestor: Sgt England		4. Phone: 510-262-4272	
5. Work Site Contact: Sgt England		6. Phone: 510-262-4272		7. Pager/Cell#:	
8. Alternate #:		9. Location of Work Site Address, Room #, City: 5555 Giant Highway, Richmond Bld 4			
10. Zip: 94806					
11. Address if different from work site:	12. Dept #: 300	13. Org #: 2580	14. Task:	15. Option:	16. Activity:

17. Date Required: **9/2/2014** ☒ Estimate ☐ Voice Mail ☐ Racking

Attach explanation of required completion dates:

Estimate needed ASAP for ICE Project.

☐ Radio ☒ Telephone ☐ Data

18. Description of Work Request: (Explain fully) (Select at least one of the above service types)

We need a written estimate to install a phone line and fax line in the Visiting Center visit room 4. These lines should be able to call out anywhere and receive incoming calls.

19. Attachment: No

20. Manager's Comment:

21. Mid-Manager's Comment:

22. Authorized Signature:

Jason Vorhauer

Date:

8/28/2014 10:57:16 AM

DoIT Use Only

DoIT Project Number: 36120		Project Assigned by: Powers, LaShelle		Date: 8/28/2014 4:43:36 PM
AT&T Number:				Due Date:
Assigned to: Montgomery, Ralph		Date: 8/28/2014 4:43:23 PM	Completed by:	Date:
Completion Notes:				

DoIT Projects Maintenance

Lookup Proj#

36120

◀

2015

▶

Last Freeze Yr

2015

Project

36120

Description

EST TO ISTL PHN LNS RM 4-5555 GIANT HW

Work Req

A17394

Type

T

Telephone

☐ Memo Project

Recovery%

100.0

Building No

Run Frequency

D

Daily

Carry Forward Date

Begin Date

08/28/2014

Scheduled Completion

Actual Completion

ProjectYearly	Split#	Split%	Dept#	Org	Estimated	Budget
126664	S00	100.0	0300	2580	\$0.00	\$0.00

Split% Total: 100.

New Split

Split Expense History

	2015	Prior Year		2016	Prior Year
July	0.00	0.00	January	0.00	807.50
August	0.00	0.00	February	0.00	0.00
September	0.00	0.00	March	0.00	0.00
October	0.00	2,410.20 ✓	April	0.00	0.00
November	0.00	3,372.50 ✓	May	0.00	0.00
December	0.00	0.00	June	0.00	0.00
				0.00	6,590.20

Done

Project Notes

New Project

Cancel

Save

REPORT CCWTR038

DEPT OF INFORMATION TECHNOLOGY
CIMS JOB ACCOUNTING SYSTEM
MONTHLY INVOICE REPORTPAGE 834
11/05/14

ACCOUNT 0300-2580-36120

EST TO ISTL PHN LNS RM 4 - 5555 GIANT HW

RESOURCE	RATE	UNITS	CHARGE
TELEPHONE SPECIALIST	95.000	4.50000	427.50 ✓
ADJUSTMENTS 4290	0.000	997.64000	997.64 ✓
* TELEPHONE 4290	0.000	0.00000	1,425.14

TELEPHONE PARTS	0.000	985.06000	985.06
* TELEPHONE PARTS 0948-6205	0.000	0.00000	985.06 ✓

AMOUNT DUE ----- \$ ----- 2,410.20 ✓

REPORT: AC-4 Hours by Resource and Project Date Range: 10/1/2014 - 10/31/2014

Project/Description	Task	Hours	Costs	Description
RMONT RALPH MONTGOMERY				
36120 : EST TO ISTL PHN LNS RM 4 - 5555 GIANT HWY BLD4	50	4.50	\$427.50	Engineering
Total		4.50	\$427.50	
REPORT Total		4.50	\$427.50	

1

Remit To:


 FILE 57071
 LOS ANGELES CA 90074-7071

INVOICE

Invoice Questions Please Call or Email

 925-557-3000 or ARQuestions@graybar.com

 Invoice No: 975634287
 Invoice Date: 10/30/2014
 Account Number: 0000275841
 Account Name: CONTRA COSTA CNTY
 D.O.I.T

 CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

 Ship to: CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

Page 1 of 1

Order No: 36120						SO#:349211608	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
8000087016		GRAYBAR TRUCK	10/30/2014	UNION CITY, CA	S/P - F/A		

Quantity	Catalog # / Description	Unit Price / Unit	Amount
4000	5EXHO4P24-EK-R-CMS-NR COMMSCOPE SYSTIMAX CONNECTIVITY 4286104/10 5NF4 CAT 5 OUTDOOR	232.01 / 1000	928.04

Terms of Payment

1% 15 Days, net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	928.04
Freight	0.00
Handling	0.00
Tax	78.88
Total Due	1006.92
Cash Discount (if paid within terms)	9.28

997.64

 1290-233 J
 36120

2014 NOV -3 PM 2:27

Subject to standard terms and conditions on the reverse side.



Graybar-Hayward Service Center

3089 Whipple Road.

Union City CA 94587 USA



Phone: 925-557-3000

Fax: 925-557-3030

Scheduled Ship Date:10-30-2014

Date Ordered:10-30-2014

Ref. Doc#:0349211608

Customer :0000275841 CONTRA COSTA CNTY D.O.I.T

Date: 10-30-2014

Packing List

Customer PO : 36120

Tracking # : NONE

Ship To:

CONTRA COSTA CNTY D.O.I.T

30 DOUGLAS DRIVE

MARTINEZ CA 94553

Bill To:

CONTRA COSTA CNTY D.O.I.T

30 DOUGLAS DRIVE

MARTINEZ CA 94553

Delivery # 8000087016

Signed _____

Print name _____

Route:GRAYBAR TRUCK - A.M.

Part and Description	Q u a n t i t y		Other Shipments
	Ordered	Shipped	
CWC 5EXHO4P24-BK-R-CMS-NR	4000 EA	4000 EA	
4286104/10 5NF4 CAT 5 OUTDOOR	Mat#:	96048169	

Rec'd 11/3/14
Phil
Brown

TOTAL NUMBER OF: _____ Boxes _____ Pieces _____ Bundles _____ Coils _____ Reels _____ Pallets
IN THIS SHIPMENT

MATERIAL ORDER FORM

ORG. # <u>2560</u>	DATE: <u>10/30/14</u>	Workorder #: A - <u>17394</u>
--------------------	-----------------------	-------------------------------

GRAYBAR

FROM: CONTRA COSTA COUNTY

INVENTORY

PROJECT #: <u>36120</u>	ADDRESS: <u>5451 G. Ave HAYWARD</u>
-------------------------	-------------------------------------

#	DESCRIPTION PART NUMBER	QTY	UNIT PRICE	TOTAL PRICE
1	PLA SR90 CAT 6 CABLE PVC T-126 FOOT 11931			
2	OUTSIDE PLANT CAT 6 CABLE 4,000 FT. 4286104/10 SNF4	PL 4		
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

NOTE: FOLLOWS

SUB TOTAL		
FREIGHT		
TAX		
TOTAL		

ESTIMATED DATE OF NEED: _____

OTHER INSTRUCTIONS: _____

APPROVED BY: _____

ORDERED BY: _____

BY: _____

30 Douglas Drive
Martinez, CA 94553

Date	Invoice #
10/31/2014	507

Bill To	
Project # 36120	✓

Ship To

Org Number	Terms	Rep	Ship	Via	F.O.B.	Work Order #
2580			10/31/2014			A - 17394
Quantity	Item Code	Description			Price Each	Amount
✓ 4	T126	Cable, 4 Pair 24AWG Non-Plenum Giga Gray			246.26375	985.06
					Total	\$985.06

MATERIAL ORDER FORM

ORG. # 2580	DATE: 10/30/14	Workorder #: A- 17394
-------------	----------------	-----------------------

FROM: CONTRA COSTA COUNTY

INVENTORY

PROJECT #: 36120	ADDRESS: 5555 GIANT Hwy RctHwy
------------------	--------------------------------

#	DESCRIPTION PART NUMBER	QTY	UNIT PRICE	TOTAL PRICE
1	GIGA SPEED CAT6 PVC T126	4	bx	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
		SUB TOTAL		
		FREIGHT		
		TAX		
		TOTAL		

ESTIMATED DATE OF NEED: _____
 OTHER INSTRUCTIONS: _____
 APPROVED BY: _____

ORDERED

BY: *Rancho M.*

REPORT CCWTR038

DEPT OF INFORMATION TECHNOLOGY
CIMS JOB ACCOUNTING SYSTEM
MONTHLY INVOICE REPORT

PAGE 792
12/09/14

ACCOUNT 0300-2580-36120

EST TO ISTL PHN LNS RM 4 - 5555 GIANT HW

RESOURCE	RATE	UNITS	CHARGE
TELEPHONE SPECIALIST	95.000	35.50000	3,372.50 ✓
* TELEPHONE 4290	0.000	0.00000	3,372.50

AMOUNT DUE ----- \$ ----- 3,372.50

REPORT: AC-4 Hours by Resource and Project Date Range: 11/1/2014 - 11/30/2014

Project Description	Task	Hours	Costs	Description
RMONT RALPH MONTGOMERY				
36120 : EST TO ISTL PHN LNS RM 4 - 5555 GIANT HWY BLD4	50	35.50	\$3,372.50	Engineering
Total		35.50	\$3,372.50	
REPORT Total		35.50	\$3,372.50	

^

REPORT CCWTR038

DEPT OF INFORMATION TECHNOLOGY
CIMS JOB ACCOUNTING SYSTEM
MONTHLY INVOICE REPORT

PAGE 818
02/10/15

ACCOUNT 0300-2580-36120


EST TO ISTL PHN LNS RM 4 - 5555 GIANT HW

RESOURCE	RATE	UNITS	CHARGE
TELEPHONE SPECIALIST	95.000	8.50000	807.50
* TELEPHONE 4290	0.000	0.00000	807.50

AMOUNT DUE ----- \$ ----- 807.50 ✓

REPORT: AC-4 Hours by Resource and Project Date Range: 1/1/2015 - 1/31/2015

Project/ Description	Task	Hours	Costs	Description
RMONT RALPH MONTGOMERY				
36120 : EST TO ISTL PHN LNS RM 4 - 5555 GIANT HWY BLD4	50	8.50	\$807.50	Engineering
Total		8.50	\$807.50	
REPORT Total		8.50	\$807.50	





**CONTRA COSTA COUNTY
DoIT/TELECOMMUNICATIONS
WORK REQUEST**

Workorder #: A - 17393 ✓

1. Date: 8/28/2014 9:39:04 AM

2. Department/Agency: SHERIFF		3. Requestor: Sgt England		4. Phone: 510-262-4272	
5. Work Site Contact: Sgt England		6. Phone: 510-262-4272		7. Pager/Cell#:	
8. Alternate #:		9. Location of Work Site Address, Room #, City: 5555 Giant Highway, Richmond Bld 4			
10. Zip: 94806					
11. Address if different from work site:	12. Dept #: 300	13. Org #: 2580	14. Task:	15. Option:	16. Activity:

17. Date Required: **9/2/2014** ☒ Estimate ☐ Voice Mail ☐ Racking

Attach explanation of required completion dates:

Estimate needed quickly for ICE project

☐ Radio ☒ Telephone ☐ Data

18. Description of Work Request: (Explain fully) (Select at least one of the above service types)

Please provide a written estimate to install a phone line in the Visiting Center visit room 3. This phone line should only call out and be limited to calls to in California. This line should be to the same specifications as the phone lines that were installed in the attorney rooms on Bld 7

19. Attachment: No	20. Manager's Comment:
	21. Mid-Manager's Comment:

22. Authorized Signature: Jason Vorhauer	Date: 8/28/2014 10:58:06 AM
--	---------------------------------------

DoIT Use Only

DoIT Project Number: 36121	Project Assigned by: Powers, LaShelle	Date: 8/28/2014 4:43:08 PM
AT&T Number:		Due Date:
Assigned to: Montgomery, Ralph	Date: 8/28/2014 4:42:54 PM	Completed by:
Date:		
Completion Notes:		

DoIT Projects Maintenance

Lookup Proj#

36121

2015

Last Freeze Yr

2015

Project

36121

Description

EST TO ISTL PHN LNS RM 3 - 5555 GIANT HW

Work Req

A17393

Type

T

Telephone

☐

Memo Project

☐

Recovery%

100.0

Run Frequency

D

Daily

☐

Carry Forward Date

Building No

Begin Date

08/28/2014

ProjectYearly	Split#	Split%	Dept#	Org	Estimated	Budget
126665	S00	100.0	0300	2580	\$0.00	\$0.00

Split% Total: 100.

Scheduled Completion:

Actual Completion:

New Split

Split Expense History

	2015	Prior Year		2016	Prior Year
July	0.00	0.00	January	0.00	0.00
August	0.00	0.00	February	0.00	0.00
September	0.00	0.00	March	0.00	0.00
October	0.00	9,466.92 ✓	April	0.00	0.00
November	0.00	14,563.55 ✓	May	0.00	0.00
December	0.00	3,168.25 ✓	June	0.00	0.00
				0.00	27,198.72

Done

Project Notes

New Project

Cancel

Save

REPORT CCWTR038

DEPT OF INFORMATION TECHNOLOGY
CIMS JOB ACCOUNTING SYSTEM
MONTHLY INVOICE REPORTPAGE 835
11/05/14

ACCOUNT 0300-2580-36121

EST TO ISTL PHN LNS RM 3 - 5555 GIANT HW

RESOURCE	RATE	UNITS	CHARGE
TELEPHONE SPECIALIST	95.000	59.50000	5,652.50 ✓
ADJUSTMENTS 4290	0.000	3,814.42000	3,814.42 ✓
* TELEPHONE 4290	0.000	0.00000	9,466.92

AMOUNT DUE ----- \$ ----- 9,466.92 ✓

59.90-

66.10+

3,808.22+

001

3,814.42*

REPORT: AC-4 Hours by Resource and Project Date Range: 10/1/2014 - 10/31/2014

Project/ Description	Task	Hours	Costs	Description
JDAWS JAVIER DAWSON				
36121 : EST TO ISTL PHN LNS RM 3 - 5555 GIANT HWY BLD4	50	24.50	\$2,327.50	Engineering
Total		24.50	\$2,327.50	
JGUTI JAVIER GUTIERREZ				
36121 : EST TO ISTL PHN LNS RM 3 - 5555 GIANT HWY BLD4	50	16.00	\$1,520.00	Engineering
Total		16.00	\$1,520.00	
RMONT RALPH MONTGOMERY				
36121 : EST TO ISTL PHN LNS RM 3 - 5555 GIANT HWY BLD4	50	19.00	\$1,805.00	Engineering
Total		19.00	\$1,805.00	
REPORT Total		59.50	\$5,652.50	

Remit To:


 FILE 57071
 LOS ANGELES CA 90074-7071

CREDIT MEMO

MB 02 001048 48451 E 8 A


 CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553-4068

Invoice Questions Please Call or Email

925-557-3000 or ARQuestions@graybar.com

 Invoice No: 975462860
 Invoice Date: 10/22/2014
 Account Number: 0000275841
 Account Name: CONTRA COSTA CNTY
 D.O.I.T

 Ship to: CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

Page 1 of 1

Order No: 36121 - JAVIER						SO#:603692478	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
0894338735		CUST RETURN		MARTINEZ, CA	S/P - F/A		

Quantity	Catalog # / Description	Unit Price / Unit	Amount
4	FAN-BT25-06 CORNING OPTICAL COMMUNICATIONS BUFFER TUBE FAN-OUT KIT	13.93 / 1	55.72

Terms of Payment

1% 15 Days, net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	55.72
Freight	0.00
Handling	0.00
Tax	4.74
Total Due	60.46
Cash Discount (if paid within terms)	0.56
ORIGINAL INVOICE #0975317083	

59.90

2014 OCT 27 PM 1:22

Subject to standard terms and conditions on the reverse side.

Remit To:


 FILE 57071
 LOS ANGELES CA 90074-7071

INVOICE

MB 01 001999 44924 E 12 A


 CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553-4068

Invoice Questions Please Call or Email

 925-557-3000 or ARQuestions@graybar.com

 Invoice No: 975397850
 Invoice Date: 10/17/2014
 Account Number: 0000275841
 Account Name: CONTRA COSTA CNTY
 D.O.I.T

 Ship to: CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

Page 1 of 1

Order No: F45869 -36121 -						SO#:349052336	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
0863880516		PICK-UP	10/17/2014	MARTINEZ, CA	S/P - F/A		
Signed For By: JAVIER							
Quantity	Catalog # / Description			Unit Price / Unit		Amount	
4	FAN-BT25-12 CORNING OPTICAL COMMUNICATIONS BUFFER TUBE FAN OUT KIT			15.37 / 1		61.48	
Terms of Payment 1% 15 Days, net 30 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.				Sub Total 61.48 Freight 0.00 Handling 0.00 Tax 5.23 Total Due 66.71 Cash Discount (if paid within terms) 0.61-			

66.10

2014 OCT 20 AM 1:09

Subject to standard terms and conditions on the reverse side.



MARTINEZ, CA
1590 SOLANO WAY STE B
CONCORD CA 94520-5351



Phone: 925-557-3000
Fax: 925-557-3030

Scheduled Ship Date: 10/17/2014
Date Ordered: 10/17/2014
Ref. Doc#: 349052336

Customer : 275841 CONTRA COSTA CNTY D.O.I.T

Packing List

Date: 10/17/2014
Central Time: 10:46:32

Customer PO : F45869 -36121 -

Ship To:
CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553

Bill To:
CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553

Delivery # 863880516

Signed: _____

Print name: JAVIER

Route: GRAYBAR COUNTER

Part and Description	Q u a n t i t y			Other Shipments
	Ordered	Shipped	Backordered	
FAN-BT25-12	4 EA	4 EA		
BUFFER TUBE FAN OUT KIT	Mat#:	94010572		

TOTAL NUMBER OF: _____ Boxes _____ Pieces _____ Bundles _____ Coils _____ Reels _____ Pallets
IN THIS SHIPMENT

Fax Order Form

Cust No	275841	Date	10/20/2014	Blanket / Warrant or P.O.#									
TO:	Greybar		From: Contra Costa County Department of Information Tec. 30 Douglas Dr. Martinez Ca. 94553 (925) 957-7704 Voice (925) 957-7705 Fax										
Job #	36121	Address:	west county detention										
Parts Discription			QTY	Unit Price	Total								
1	Buffer tube fan out kit		4										
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
Date _____ Ordered By <u>Javier Dawson</u>			<table border="1"> <tr> <td>Sub Total</td> <td></td> </tr> <tr> <td>Freight</td> <td></td> </tr> <tr> <td>Tax</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>			Sub Total		Freight		Tax		Total	
Sub Total													
Freight													
Tax													
Total													
COMMENTS:													

Remit To:


 FILE 57071
 LOS ANGELES CA 90074-7071

INVOICE

Invoice Questions Please Call or Email

 925-557-3000 or ARQuestions@graybar.com

Invoice No: 975317083
 Invoice Date: 10/14/2014
 Account Number: 0000275841
 Account Name: CONTRA COSTA CNTY
 D.O.I.T

CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

Ship to: CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

Page 1 of 1

Order No: 36121 - JAVIER							SO#:349002533
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
0863811525	1Z1E725W0309285328	UPS	10/14/2014	ZONE-STAFFORD.TX	S/P - F/A		
Quantity	Catalog # / Description				Unit Price / Unit		Amount
2	760 193 771 COMMScope SYSTIMAX CONNECTIVITY 360G2-1U-MOD-SD???				198.40 / 1		396.80

Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
0863811543		GRAYBAR TRUCK	10/14/2014	UNION CITY, CA	S/P - F/A		
4	760 109 363 COMMScope SYSTIMAX CONNECTIVITY 360G2 BEZEL 12-LC-LS-AQ				51.20 / 1		204.80
1000	M-5-OP-12-LT-A-LE-BK-CCS-CUT REEL CORNING OPTICAL COMMUNICATIONS 012TU4-T4780D20				2209.71 / 1000		2209.71
50	95-050-99-X CORNING OPTICAL COMMUNICATIONS LC SENIOR UNICAM 50 MM SX				13.51 / 1		675.50
4	FAN-BT25-06 CORNING OPTICAL COMMUNICATIONS BUFFER TUBE FAN-OUT KIT				13.93 / 1		55.72

Terms of Payment

1% 15 Days, net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	3542.53
Freight	0.00
Handling	0.00
Tax	301.12
Total Due	3843.65
Cash Discount (if paid within terms)	35.43

3808.22

4290-2335
 36121

2014 OCT 20 AM 1:06

Subject to standard terms and conditions on the reverse side.



Graybar-Hayward Service Center
3089 Whipple Road.
Union City CA 94587 USA

Phone: 925-557-3000
Fax: 925-557-3030

Scheduled Ship Date: 10-14-2014
Date Ordered: 10-14-2014
Ref. Doc#: 0349002533

Customer : 0000275841 CONTRA COSTA CNTY D.O.I.T

Packing List

Date: 10-14-2014

Customer PO : 36121 - JAVIER

Ship TO:
CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553

Delivery # 0863811543

Signed _____

Print name _____

Tracking # : NONE

Bill To:

CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553

Route: GRAYBAR TRUCK - A.M.

Part and Description	Q u a n t i t y		Other Shipmen
	Ordered	Shipped	
MAX 760 109 363 360G2 BEZEL 12-LC-LS-AQ	4 EA Mat#: _____	4 EA 25267086	
FIB M-5-OP-12-LT-A-LE-BK-CCS-CUT REEL 012TU4-T4780D20	1000 EA Mat#: _____	1000 EA 25643804	
SIC 95-050-99-X LC SENIOR UNICAM 50 MM SX	50 EA Mat#: _____	50 EA 22110797	
SIC FAN-BT25-06 BUFFER TUBE FAN-OUT KIT	4 EA Mat#: _____	4 EA 94010571	

Received
Way
10/15/2014

TOTAL NUMBER OF: _____ Boxes _____ Pieces _____ Bundles _____ Coils _____ Reels _____ Pallets
IN THIS SHIPMENT

Page 1 of 1



Graybar-Stafford National Zone

13131 North Promenade Blvd.

Stafford TX 77477 USA



Phone: 925-557-3000

Fax: 925-557-3030

Scheduled Ship Date:10-14-2014

Date Ordered:10-14-2014

Ref. Doc#:0349002533

Customer :0000275841 CONTRA COSTA CNTY D.O.I.T

Date: 10-14-2014

Packing List

Customer PO : 36121 - JAVIER

Tracking # : 1Z1E725W0309285337

Ship To:

CONTRA COSTA CNTY D.O.I.T

30 DOUGLAS DRIVE

MARTINEZ CA 94553

Bill To:

CONTRA COSTA CNTY D.O.I.T

30 DOUGLAS DRIVE

MARTINEZ CA 94553

Delivery # 0863811525

Route:UPS - GROUND

Part and Description	Q u a n t i t y		Backordered	Other Shipments
	Ordered	Shipped		
MAX 760 193 771	2 EA	2 EA		
360G2-1U-MOD-SD???	Mat#:	25651752		

TOTAL NUMBER OF: _____ Boxes _____ Pieces _____ Bundles _____ Coils _____ Reels _____ Pallets
IN THIS SHIPMENT

REPORT CCWTR038

DEPT OF INFORMATION TECHNOLOGY
CIMS JOB ACCOUNTING SYSTEM
MONTHLY INVOICE REPORT

PAGE 793
12/09/14

ACCOUNT 0300-2580-36121

EST TO ISTL PHN LNS RM 3 - 5555 GIANT HW

RESOURCE	RATE	UNITS	CHARGE
TELEPHONE SPECIALIST	95.000	152.00000	14,440.00 ✓
ADJUSTMENTS 4290	0.000	123.55000	123.55 ✓
* TELEPHONE 4290	0.000	0.00000	14,563.55

AMOUNT DUE ----- \$ ----- 14,563.55

0**

123.55+

87.88-

35.67-

-001

0.00*

REPORT: AC-4 Hours by Resource and Project Date Range: 11/1/2014 - 11/30/2014

Project/ Description	Task	Hours	Costs	Description
JDAWS JAVIER DAWSON				
36121 : EST TO ISTL PHN LNS RM 3 - 5555 GIANT HWY BLD4	50	54.00	\$5,130.00	Engineering
Total		54.00	\$5,130.00	
JGUTI JAVIER GUTIERREZ				
36121 : EST TO ISTL PHN LNS RM 3 - 5555 GIANT HWY BLD4	50	35.50	\$3,372.50	Engineering
Total		35.50	\$3,372.50	
RMONT RALPH MONTGOMERY				
36121 : EST TO ISTL PHN LNS RM 3 - 5555 GIANT HWY BLD4	50	62.50	\$5,937.50	Engineering
Total		62.50	\$5,937.50	
REPORT Total		152.00	\$14,440.00	

Remit To:


 FILE 57071
 LOS ANGELES CA 90074-7071

INVOICE

Invoice Questions Please Call or Email

 925-557-3000 or ARQuestions@graybar.com

 Invoice No: 975964556
 Invoice Date: 11/18/2014
 Account Number: 0000275841
 Account Name: CONTRA COSTA CNTY
 D.O.I.T

 CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

 Ship to: CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

Page 1 of 1

Order No: F45869-36121-MANNY

SO#:349404969

Del. Doc. #	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8000375475		PICK-UP	11/18/2014	MARTINEZ, CA	S/P - F/A	

Signed For By: MANNY DAWSON

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	11583-719 CHATSWORTH PRODUCTS INCORPORATED WALL MNT BRKT 2RMU BLACK	81.75 / 1	81.75

Terms of Payment

1% 15 Days, net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	81.75
Freight	0.00
Handling	0.00
Tax	6.95
Total Due	88.70
Cash Discount (if paid within terms)	0.82

2014 NOV 21 AM 11:50

4290/1335

NO 36/12/

Subject to standard terms and conditions on the reverse side.



MARTINEZ, CA
1590 SOLANO WAY STE B
CONCORD CA 94520-5351



Phone: 925-557-3000
Fax: 925-557-3030

Scheduled Ship Date: 11/18/2014
Date Ordered: 11/17/2014
Ref. Doc#: 349404969

Customer : 275841 CONTRA COSTA CNTY D.O.I.T

Packing List

Date: 11/18/2014
Central Time: 09:53:06

Customer PO : F45869-36121-MANNY

Ship To:
CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553

Bill To:
CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553

Delivery # 8000375475

Signed: _____

Print name: MANNY DAWSON

Route: GRAYBAR COUNTER

Part and Description	Q u a n t i t y			Other Shipments
	Ordered	Shipped	Backordered	
11583-719	1 EA	1 EA		
WALL MNT BRKT 2RMU BLACK	Mat#:	99546539		

TOTAL NUMBER OF: _____ Boxes _____ Pieces _____ Bundles _____ Coils _____ Reels _____ Pallets
IN THIS SHIPMENT

Fax Order Form

Cust No 275841		Date 11/21/2014	Blanket / Warrant or P.O.#	
TO:	Greybar		From: Contra Costa County Department of Information Tec. 30 Douglas Dr. Martinez Ca. 94553 (925) 957-7704 Voice (925) 957-7705 Fax	
Job #	36121	Address:	5555 giant hwy	
Parts Discription			QTY	Unit Price
			Total	
1	LC/SC 10G MM DPLX AQUA 3M	2		
2	WALL MNT BRKT 2RMU BLACK	1		
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
Date _____ Ordered By Javier Dawson			Sub Total	
			Freight	
			Tax	
			Total	
COMMENTS:				

Remit To:



FILE 57071

LOS ANGELES CA 90074-7071

INVOICE

Invoice Questions Please Call or Email

925-557-3000 or ARQuestions@graybar.com

Invoice No: 975964555
 Invoice Date: 11/18/2014
 Account Number: 0000275841
 Account Name: CONTRA COSTA CNTY
 D.O.I.T

CONTRA COSTA CNTY D.O.I.T.
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

Ship to: CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

Page 1 of 1

Order No: F45869- 4290 JAVIER						SO#:349390417	
Del. Doc. #: PRO #		Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
8000354227		PICK-UP	11/18/2014	MARTINEZ, CA	S/P - F/A		
Signed For By: JAVIER							
Quantity	Catalog # / Description				Unit Price / Unit		Amount
2	GBLOC-D4-03 ALLEN TEL PRODUCTS INCORPORATED LC/SC 10G MM DPLX AQUA 3M				16.59 / 1		33.18

Terms of Payment

1% 15 Days, net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	33.18
Freight	0.00
Handling	0.00
Tax	2.82
Total Due	36.00
Cash Discount (if paid within terms)	0.33-

2014 NOV 21 AM 11:50

4290/2335

WO 36121

Subject to standard terms and conditions on the reverse side.



MARTINEZ, CA
1590 SOLANO WAY STE B
CONCORD CA 94520-5351



Phone: 925-557-3000
Fax: 925-557-3030

Scheduled Ship Date: 11/14/2014
Date Ordered: 11/14/2014
Ref. Doc#: 349390417

Customer : 275841 CONTRA COSTA CNTY D.O.I.T

Packing List

Date: 11/18/2014
Central Time: 10:22:41

Customer PO : F45869- ~~45869~~ JAVIER

36121
Ship To:
CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553

Bill To:
CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553

Delivery # 8000354227

Signed: _____

Print name: JAVIER

Route: GRAYBAR COUNTER

Part and Description	Q u a n t i t y			Other Shipments
	Ordered	Shipped	Backordered	
GBLCC-D4-03	2 EA	2 EA		
LC/SC 10G MM DPLX AQUA 3M	Mat#:	25121288		

TOTAL NUMBER OF: _____ Boxes _____ Pieces _____ Bundles _____ Coils _____ Reels _____ Pallets
IN THIS SHIPMENT

Fax Order Form

Cust No	275841	Date	11/21/2014	Blanket / Warrant or P.O.#
TO:	Greybar		From: Contra Costa County Department of Information Tec. 30 Douglas Dr. Martinez Ca. 94553 (925) 957-7704 Voice (925) 957-7705 Fax	
Job #	36121	Address:	5555 giant hwy	

Parts	Discription	QTY	Unit Price	Total
1	LC/SC 10G MM DPLX AQUA 3M	2		
2	WALL MNT BRKT 2RMU BLACK	1		
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

Date _____

Ordered By Javier Dawson

Sub Total	
Freight	
Tax	
Total	

COMMENTS:	
-----------	--

REPORT CCWTR038

DEPT OF INFORMATION TECHNOLOGY
CIMS JOB ACCOUNTING SYSTEM
MONTHLY INVOICE REPORT

PAGE 792
01/08/15

ACCOUNT 0300-2580-36121

EST TO ISTL PHN LNS RM 3 - 5555 GIANT HW

RESOURCE	RATE	UNITS	CHARGE
TELEPHONE SPECIALIST	95.000	33.00000	3,135.00 ✓
ADJUSTMENTS 4290	0.000	33.25000	33.25
* TELEPHONE 4290	0.000	0.00000	3,168.25

AMOUNT DUE ----- \$ ----- 3,168.25

REPORT: AC-4 Hours by Resource and Project Date Range: 12/1/2014 - 12/31/2014

Project/ Description	Task	Hours	Costs	Description
JDAWS JAVIER DAWSON				
36121 : EST TO ISTL PHN LNS RM 3 - 5555 GIANT HWY BLD4	50	20.00	\$1,900.00	Engineering
Total		20.00	\$1,900.00	
JGUTI JAVIER GUTIERREZ				
36121 : EST TO ISTL PHN LNS RM 3 - 5555 GIANT HWY BLD4	50	13.00	\$1,235.00	Engineering
Total		13.00	\$1,235.00	
REPORT Total		33.00	\$3,135.00	

Remit To:



FILE 5707

LOS ANGELES CA 90074-7071

INVOICE

Voice Questions Please Call or Email

925-557-3000 or ARQuestions@graybar.com

Invoice No: 976234318
 Invoice Date: 12/05/2014
 Account Number: 0000275841
 Account Name: CONTRA COSTA CNTY
 D.O.I.T

CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

Ship to: CONTRA COSTA CNTY D.O.I.T
 30 DOUGLAS DRIVE
 MARTINEZ CA 94553

Page 1 of 1

Order No: 36121-MANNY						SO#:349540172		
Del. Doc. #:		PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
8000628221			PICK-UP	12/05/2014	MARTINEZ, CA	S/P - F/A		
Signed For By: MANNY								
Quantity		Catalog # / Description				Unit Price / Unit		Amount
1		12309-702 CHATSWORTH PRODUCTS INCORPORATED				30.93 / 1		30.93
		2 RMU 3IN DP RACK CHNL STANDOFF BLK						
Terms of Payment				Sub Total				30.93
1% 15 Days, net 30 Days				Freight				0.00
As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.				Handling				0.00
				Tax				2.63
				Total Due				33.56
				Cash Discount (if paid within terms)				0.31-
								33.25

Subject to standard terms and conditions on the reverse side.



MARTINEZ, CA
1590 SOLANO WAY STE B
CONCORD CA 94520-5351



Phone: 925-557-3000
Fax: 925-557-3030

Scheduled Ship Date: 12/03/2014
Date Ordered: 12/01/2014
Ref. Doc#: 349540172

Customer : 275841 CONTRA COSTA CNTY D.O.I.T

Packing List

Date: 12/05/2014
Central Time: 12:29:03

Customer PO : 36121-MANNY

Ship To:
CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553

Bill To:
CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553

Delivery # 8000628221

Signed: _____

Print name: MANNY

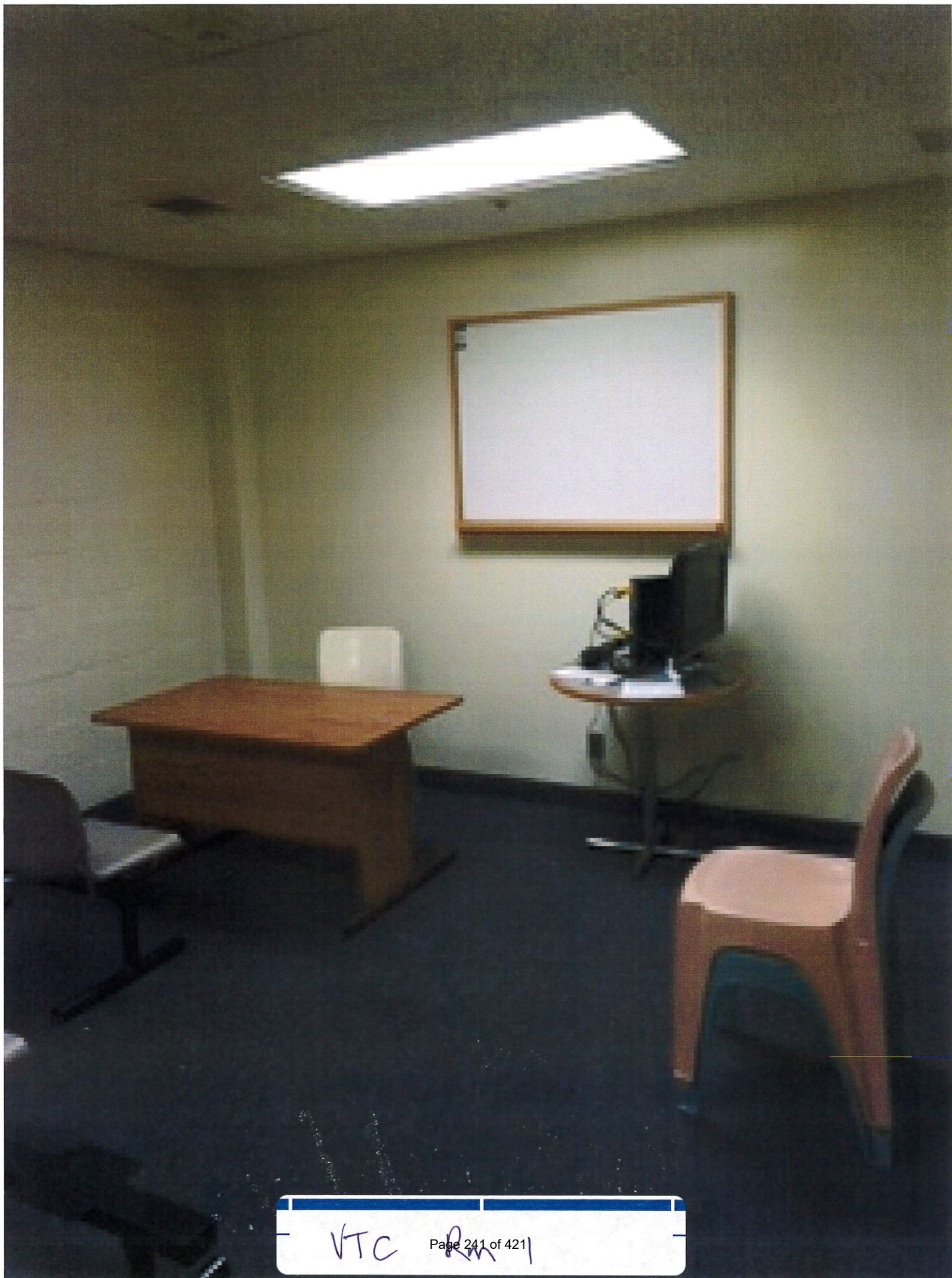
Route: GRAYBAR COUNTER

Part and Description	Q u a n t i t y			Other Shipments
	Ordered	Shipped	Backordered	
12309-702	1 EA	1 EA		
2 RMU 3IN DP RACK CHNL STANDOFF BLK	Mat#:	25110360		

TOTAL NUMBER OF: _____ Boxes _____ Pieces _____ Bundles _____ Coils _____ Reels _____ Pallets
IN THIS SHIPMENT

Fax Order Form

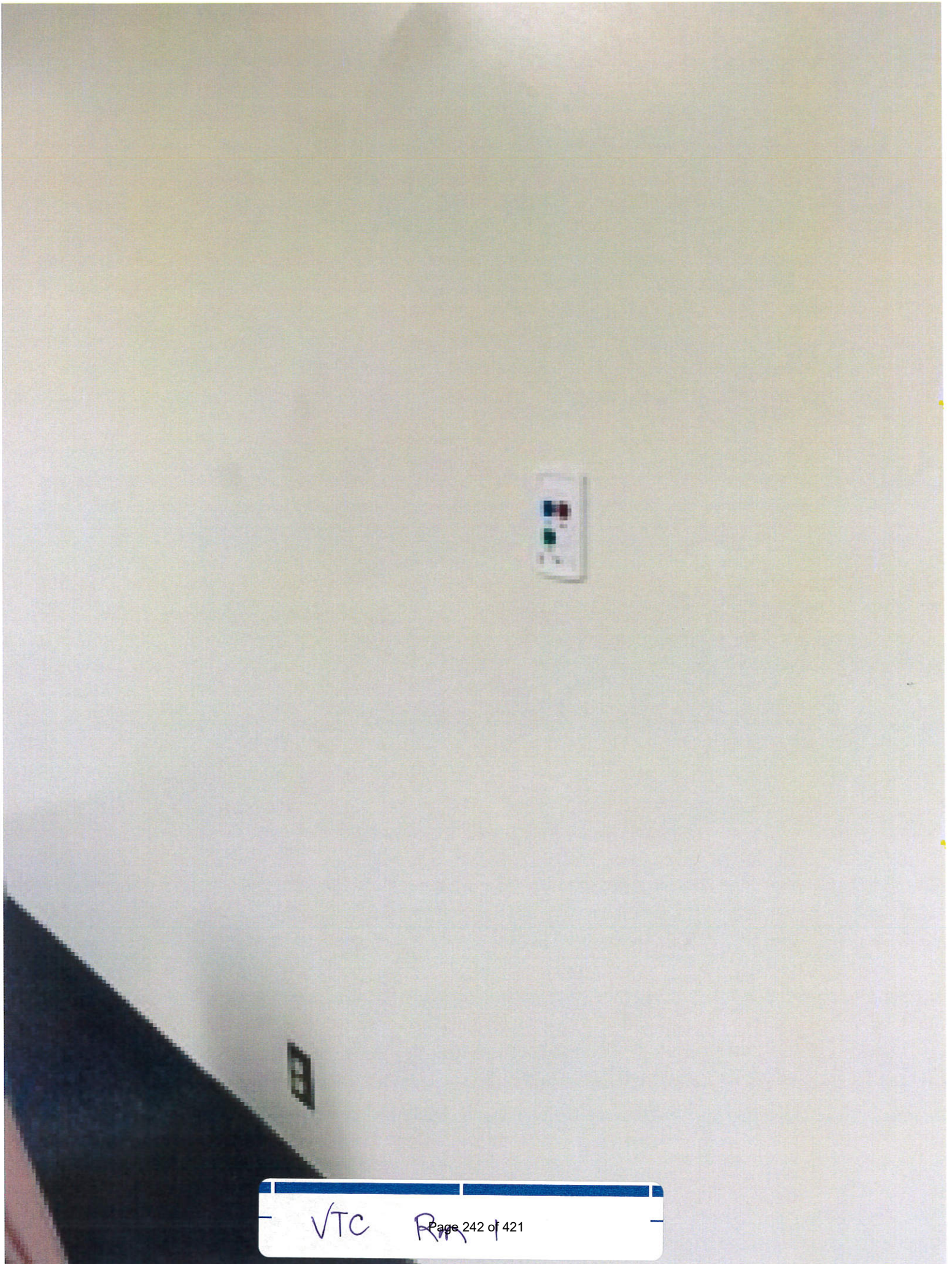
Cust No 275841 Date 12/09/2014 Blanket / Warrant or P.O.#				
TO:	Greybar		From: Contra Costa County Department of Information Tec. 30 Douglas Dr. Martinez Ca. 94553 (925) 957-7704 Voice (925) 957-7705 Fax	
Job #	36121	Address:	5555 giant hwy	
	Parts Discription	QTY	Unit Price	Total
1	2 RMU 3IN DP RACK CHNL	1		
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
Date _____ Ordered By <u>Javier Dawson</u>			Sub Total	
			Freight	
			Tax	
			Total	
COMMENTS:				



VTC

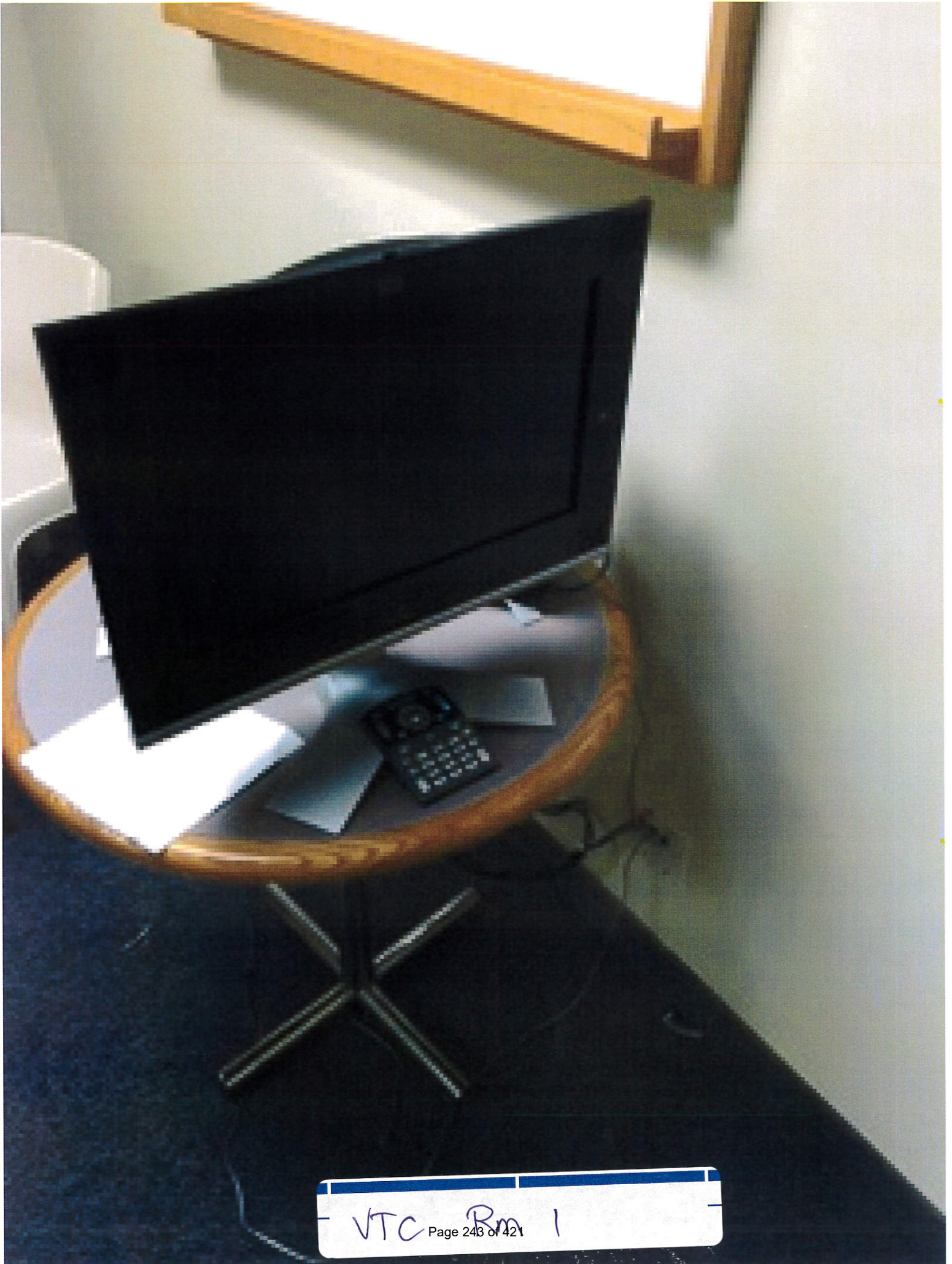
Page 241 of 421

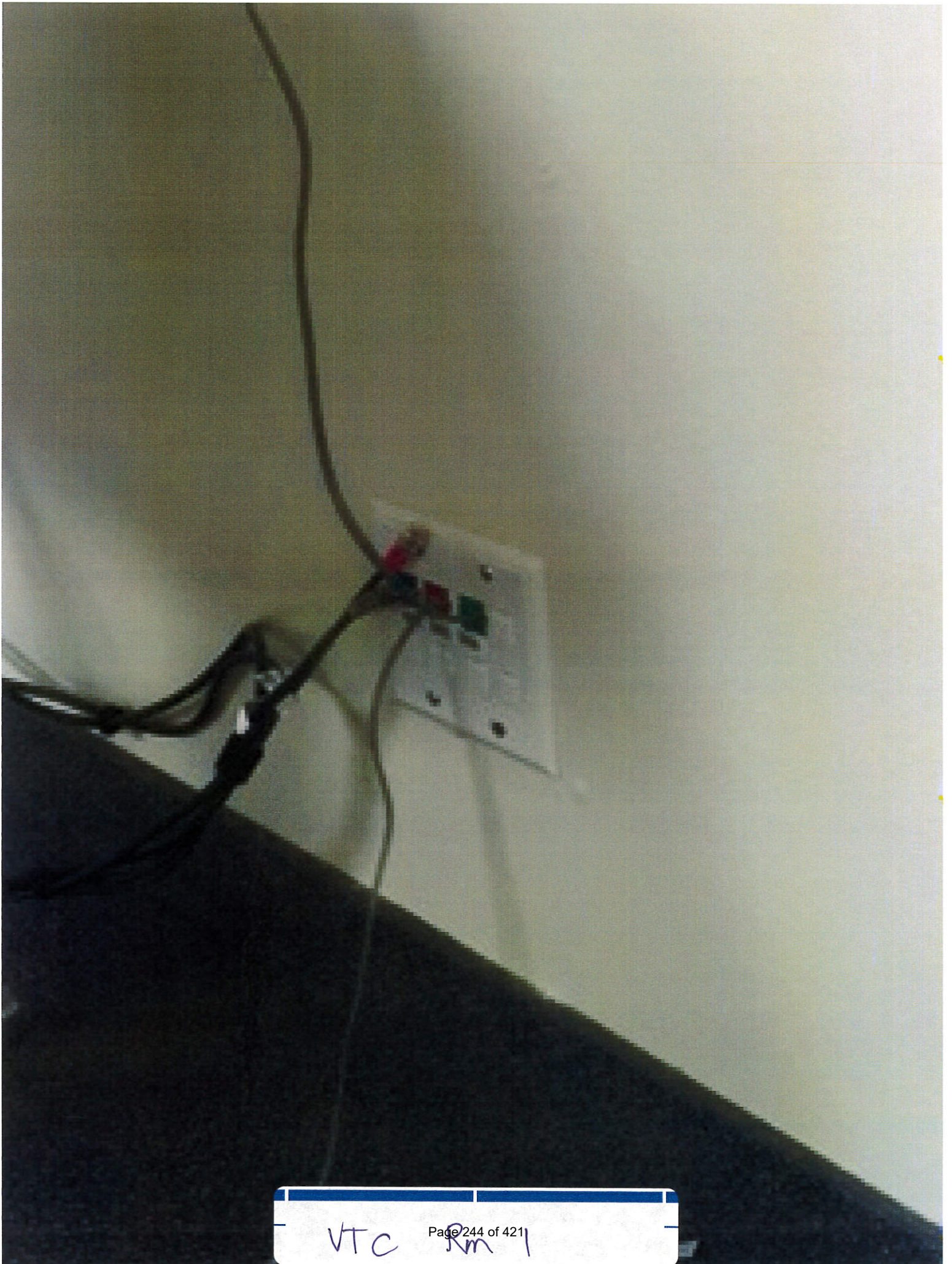
Rm 1

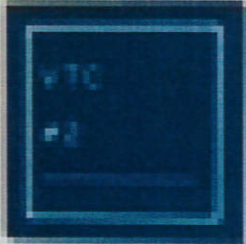


VTC

Rm 1











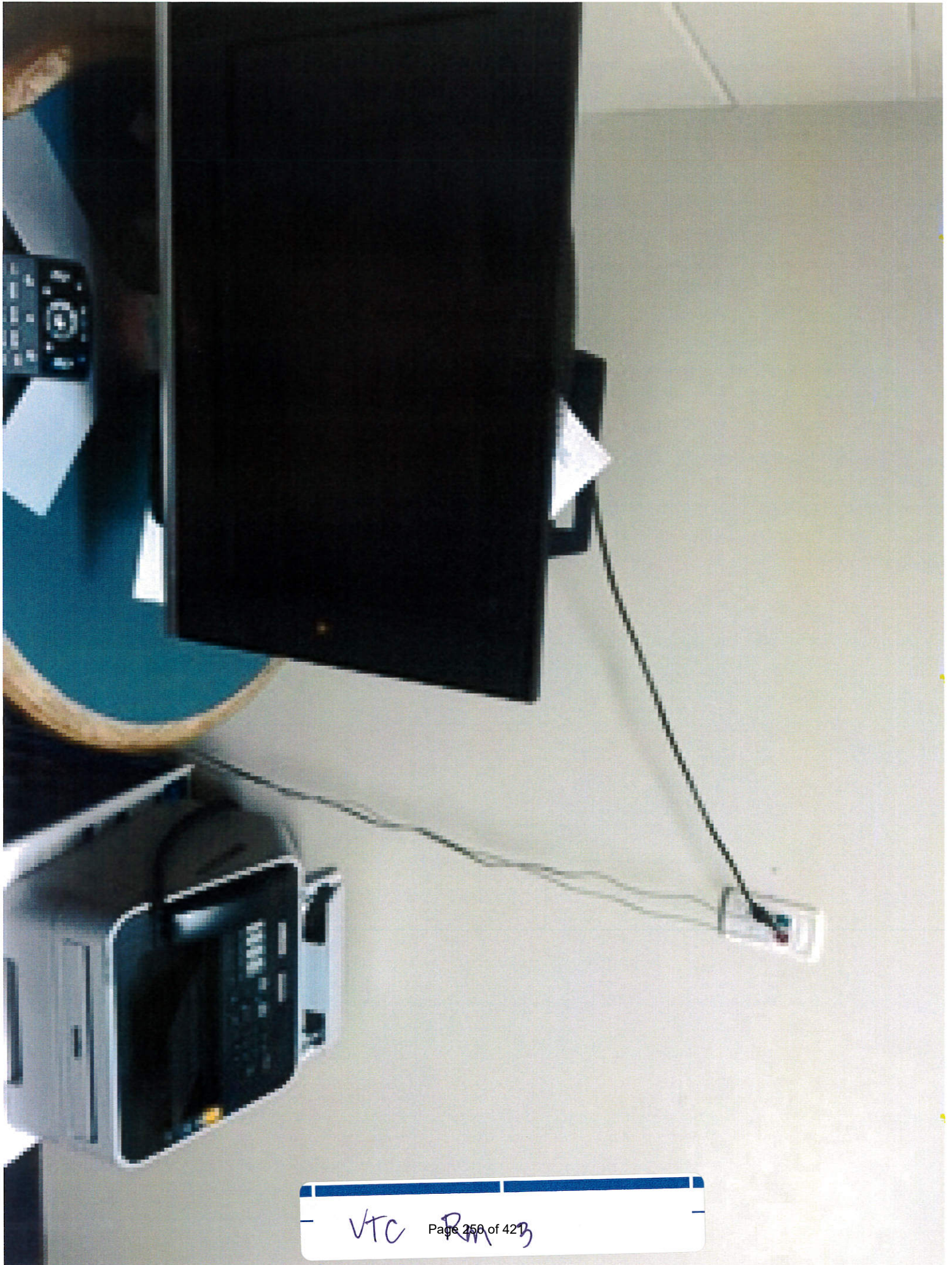


VTC

Rm

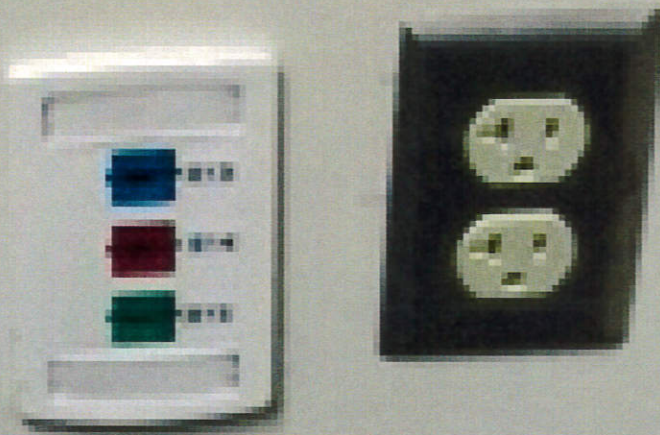
Page 248 of 421







VTC Conference Room

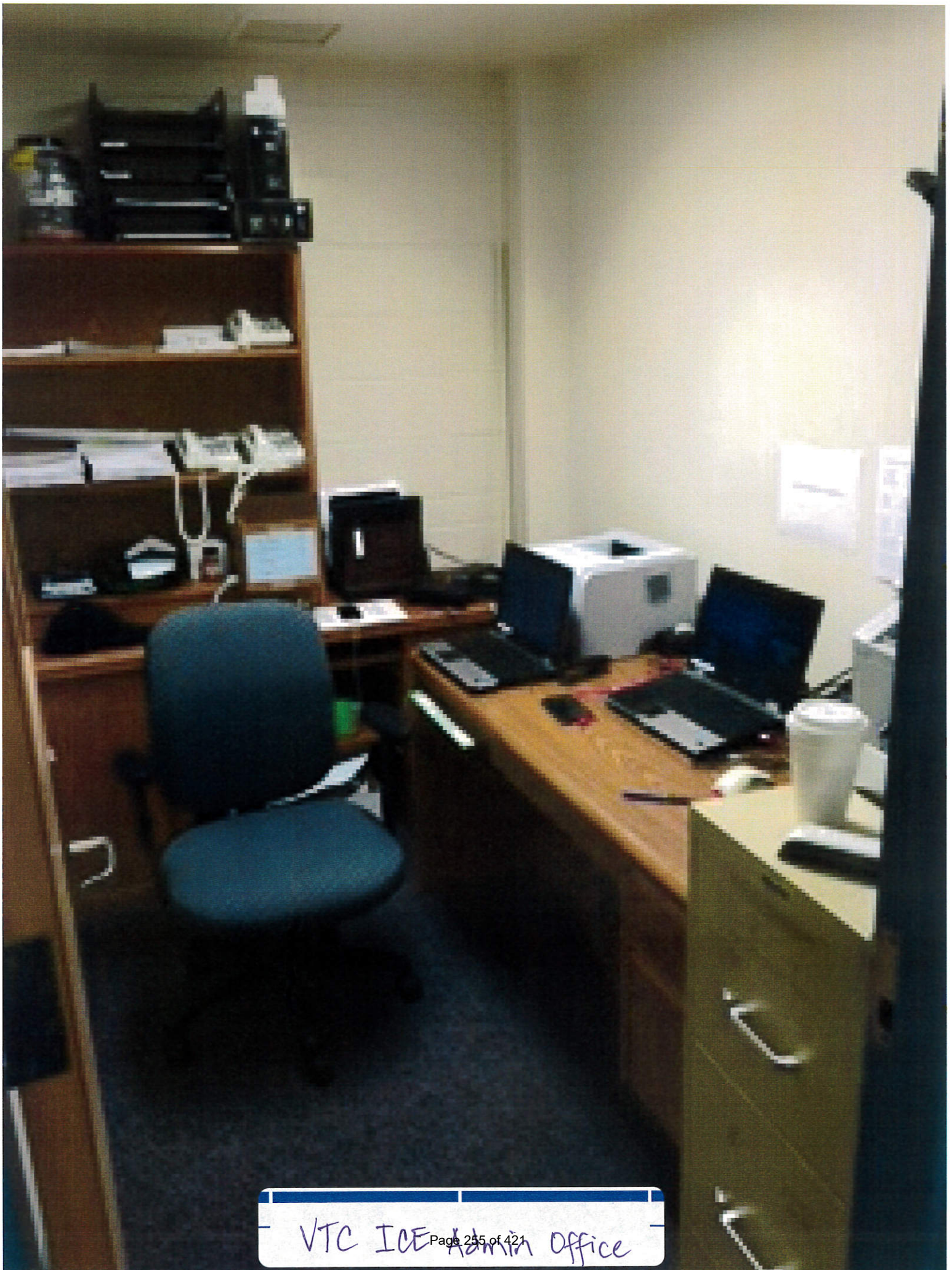


VTC Conference Room

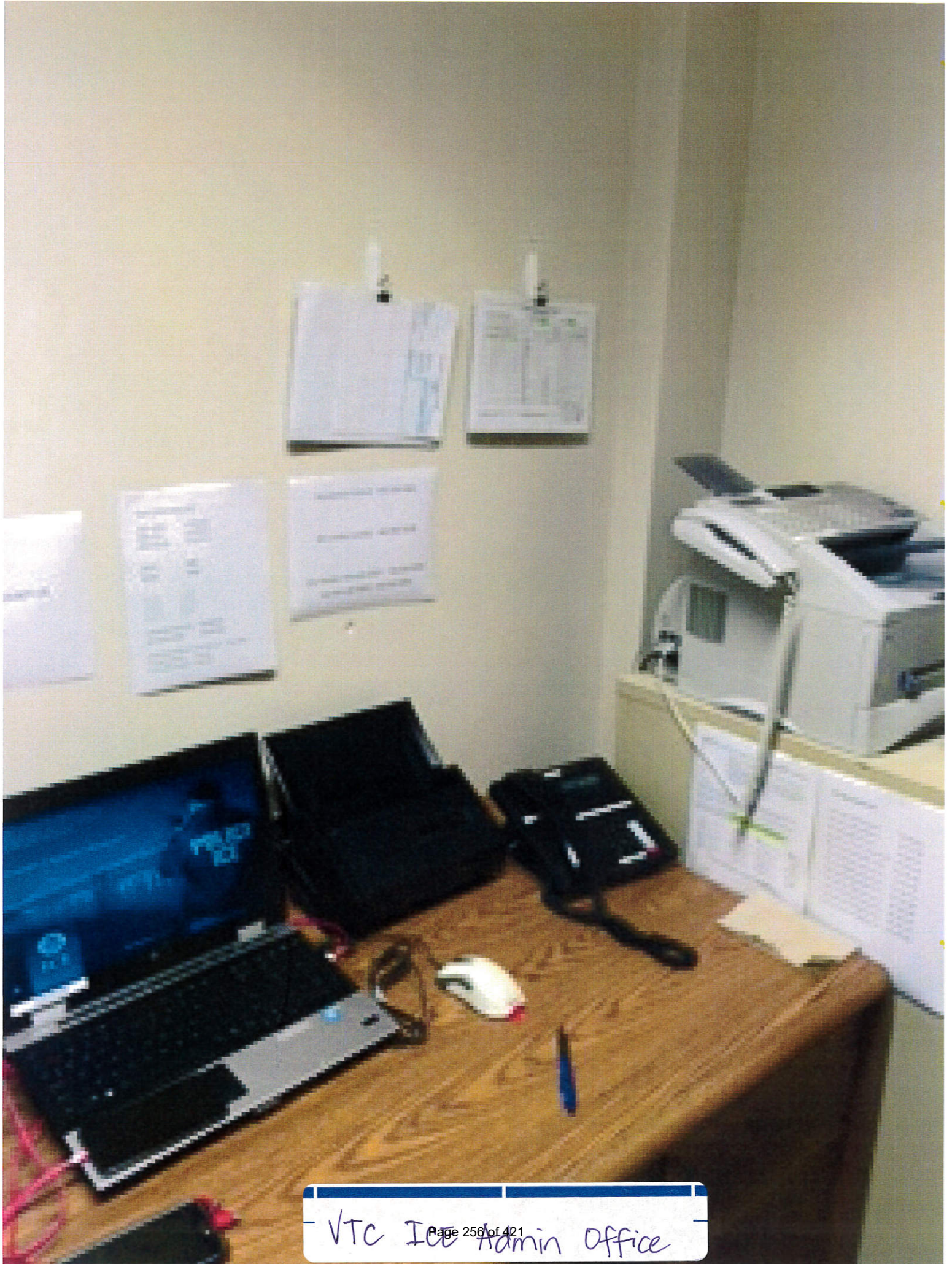


VTC Conference Room



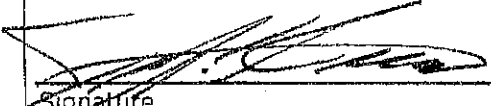



VTC ICE Admin Office



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

**Detention Services
Intergovernmental Agreement**

1. Agreement Number 11-09-0024		2. Effective Date See Block 19		3. Facility Code(s) 9BM		4. DUNS Number 00-766-9216	
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Interagency Agreements Washington, DC 20530-1000				6. Local Government Contra Costa County Martinez Detention Facility 1000 Ward Street Martinez, CA 94553 Tax ID#: 94-6000509			
7. Appropriation Data 15X1020				8. Local Contact Person Elizabeth Arbuckle, Supervising Accountant			
				9. Tel: (925) 335-1601 Email: earbu@so.cccounty.us			
Services				Estimated Number of Federal Beds		Per-Diem Rate	
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.				11. 25		12. \$85.00	
13. Optional Guard/Transportation Services to: <input checked="" type="checkbox"/> Medical Facility <input type="checkbox"/> U.S. Courthouse				14. Guard/Transportation Hourly Rate: \$N/A 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 body governing 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 Joseph Caruso Print Name Commander Title Aug 12, 2009 Date			
17. Prisoner and Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female		18. Other Authorized Agency User <input checked="" type="checkbox"/> BOP <input type="checkbox"/> ICE		19. Signature of Person Authorized to Sign (Federal)  Signature Mary Horsey Print Name Grants Specialist Title AUG 17 2009 Date			

Authority	3
Purpose of Agreement and Security Provided	3
Period of Performance	3
Assignment and Outsourcing of Jail Operations.....	4
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Receiving and Discharge of Federal Detainees	5
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Optional Guard/Transportation Services to U.S. Courthouse.....	6
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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 **Contra Costa County** (hereinafter referred to as the "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 **Martinez Detention Facility** (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 Bureau of Prisons (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 three (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 one-hundred twenty (120) calendar 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 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with USMS Inspection Guidelines, Form USM-218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical recordkeeping.

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 used, 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 (7) 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.

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, 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 Facility in block 13 on page one (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 (2) 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 USM.

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 one (1) of this Agreement. 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 one (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 its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) 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 guards 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 one (1) of this Agreement. 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 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 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 Attached)

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.arnet.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;
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 **\$85.00**, and shall not be subject to adjustment on the basis of **Contra Costa COUNTY** 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 thirty-six (36) months.** The per-diem rate covers the support of one (1) federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (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 the 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.

Addresses for the components are:

**United States Marshals Service
Northern District of California
U.S. Courthouse/Philip Burton Bldg.
450 Golden Gate Avenue
San Francisco, CA 94102
(415) 436-7677**

Agreement Number 11-09-0024

**Bureau of Prisons
Community Corrections Office
501 I Street, Suite 9-400
Sacramento, CA 95814
(916) 930-2010**

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 per-diem 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.

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:

**Contra Costa County
1000 Ward Street
Martinez, CA 94553**

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 parties agree 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 to promote improvements to facility operations, conditions of confinement, and levels of services.

Agreement Number 11-09-0024

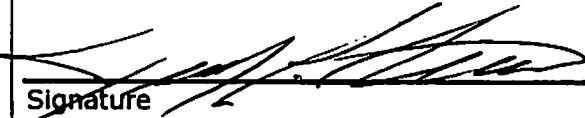

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and be provided copies of any pleadings filed or said litigation within five (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.

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

**Detention Services
Intergovernmental Agreement**

1. Agreement Number 11-09-0034	2. Effective Date See Block 19	3. Facility Code(s) 9MJ	4. DUNS Number 00-766-9216
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Interagency Agreements Washington, DC 20530-1000		6. Local Government Contra Costa County West County Detention Facility 5555 Giant Highway Richmond, CA 94806 Tax ID#: 94-6000509	
7. Appropriation Data 15X1020		8. Local Contact Person Elizabeth Arbuckle, Supervising Accountant	
		9. Tel: (925) 335-1601 Email: earbu@so.cccounty.us	
Services		Estimated Number of Federal Beds	Per-Diem Rate
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.		11. Adult Male: 50 Adult Female: 25	12. \$82.00
13. Optional Guard/Transportation Services to: <input checked="" type="checkbox"/> Medical Facility <input type="checkbox"/> U.S. Courthouse		14. Guard/Transportation Hourly Rate: \$N/A 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 body governing 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 Joseph Caruso Print Name Commander Title Sept 1 2009 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	18. Other Authorized Agency User <input type="checkbox"/> BOP <input type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal)  Signature Mary Horsey Print Name Grants Specialist Title SEP 21 2009 Date	

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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 **Contra Costa County** (hereinafter referred to as the "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 **West County Detention Center** (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 Bureau of Prisons (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 three (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 one-hundred twenty (120) calendar 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 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with USMS Inspection Guidelines, Form USM-218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical recordkeeping.

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 used, 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 (7) 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.

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, 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 Facility in block 13 on page one (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 (2) 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 USM.

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 one (1) of this Agreement. 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 one (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 its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) 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 guards 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 one (1) of this Agreement. 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 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 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 Attached)

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.arnet.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;
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 **\$82.00**, and shall not be subject to adjustment on the basis of **Contra Costa County** 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 thirty-six (36) months.** The per-diem rate covers the support of one (1) federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (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 the 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.

Addresses for the components are:

**United States Marshals Service
Northern District of California
U.S. Courthouse/Philip Burton Bldg.
450 Golden Gate Avenue, Room 20-6888
San Francisco, CA 94102
(415) 436-7677**

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 per-diem 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.

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:

**Contra Costa County
5555 Giant Highway
Richmond, CA 94806**

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 parties agree 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 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 be provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

Agreement Number 11-09-0034

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

QuickTime™ and a decompressor are needed to see this picture

Published February 2008

Immigration

428.1 DEFINITIONS

1. **Individual** – An “individual” is any person with whom the Probation Department interacts or otherwise encounters while in performance of the authorized functions of the Department, including, but not limited to, adults or juveniles under the Department’s supervision, juveniles in the custody of the Department, victims, witnesses, and those defendants in the criminal courts for whom the Department prepares reports.
2. **ICE** – “ICE” is the United States Immigration and Customs Enforcement.
3. **Probation ICE Liaison** – The “Probation ICE Liaison” is the Probation Manager designated by the Chief Probation Officer as the person responsible for communicating with ICE on matters pertaining to immigration. The Chief Probation Officer will inform staff of who she/he has designated as the Probation ICE Liaison.

428.2 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to Contra Costa County Probation staff concerning cooperation with ICE on matters involving the immigration status of individuals.

428.3 POLICY

Contra Costa County is committed to treating everyone fairly, without regard to immigration status. The County also has an obligation to follow state and federal law including, but not limited to, 8 U.S.C. Section 1373. It is the policy of this Department not to inquire into or report the immigration status of any individual, absent a legal mandate to do so. The staff of the Probation Department are not to perform any of the functions of an immigration officer. The purpose of this policy is to clarify this Department’s legal responsibilities and delineate the role of Probation staff in responding to immigration matters.

428.4 VICTIMS AND WITNESSES

To encourage crime reporting and cooperation in the investigation of criminal activity, all individuals, regardless of their immigration status, must feel secure that contacting or being addressed by members of the Probation Department will not lead to immigration inquiry and/or deportation. Staff shall treat all individuals equally and without regard to race, color, national origin or immigration status.

428.5 PROVIDING INFORMATION/ASSISTANCE TO ICE

Probation staff shall refer all ICE inquiries to the Probation ICE Liaison, or in the absence of the Probation ICE Liaison, to the Assistant Chief Probation Officer or Chief Probation Officer. The primary role of the Probation ICE Liaison is to respond to ICE requests about an individual’s citizenship or immigration status.

The Probation Department shall not use Department resources or personnel to investigate, interrogate,

detain, detect or arrest persons for immigration enforcement purposes, including any of the following:

- A) Providing information regarding a person's release date(s), except as set forth in section 428.7 below;
- B) Providing Probation appointment date(s)
- C) Providing personal information as defined in Section 1798.3 of the Civil Code, about an individual, including, but not limited to, the individual's home address, work address or telephone number unless the information is available to the public

The Probation ICE liaison shall keep a written record of all communication with ICE that includes the following information: who requested information and the type of information requested, the ICE contact, the date and type of information that was disseminated and by whom, the identifying information about the individual who is the subject of the inquiry that includes Probation ID Number (PID), name and date of birth, current charges, and the name of the assigned Deputy Probation Officer.

Sworn Probation Department staff who are in the field may choose to render mutual aid per Penal Code Section 830.5(a)(5)(A) to any law enforcement agents, including ICE agents, when there is a threat to public safety or the ICE agent's safety. If such assistance is rendered, the staff shall complete an Incident Report. Such aid should not result in Probation staff arresting individuals for civil immigration violations.

428.6 CONFIDENTIAL JUVENILE MATTERS

ICE detainers, notification requests and/or transfer requests for individuals involved in juvenile cases will not be honored at the John A. Davis Juvenile Hall or the Orin Allen Youth Rehabilitation Facility. The individual who is the subject of the ICE detainer, notification request and/or transfer request, and his or her guardian, if applicable, shall be given a copy of the documentation received from ICE regarding his or her detainer, notification request or transfer request, along with written notice that the Probation Department will not be complying with that ICE request. (Gov. Code Section 7283.1.)

Pursuant to Welfare and Institutions Code Section 831, Probation staff shall not provide information regarding an individual involved in a juvenile case to any Federal Agency absent a court order, as required by Welfare and Institutions Code Section 827.

428.7 NOTICE TO INDIVIDUALS IN PROBATION CUSTODY WHO ARE CHARGED AS ADULTS

In all cases other than those set forth in section 428.6, above, when ICE has issued a hold, notification, or transfer request for an individual charged as an adult who is being housed at Juvenile Hall, that individual shall be given a copy of the documentation received from ICE regarding his or her hold, notification, or transfer request, along with written notice as to whether the Probation Department will or will not comply with that ICE request. If the Probation Department notifies ICE that an individual in its custody is being or will be released on a certain date, a copy of that notification shall be provided in writing to the individual and his/her attorney or to one additional person who the individual may designate (Gov. Code Section 7283.1).

No individual who is otherwise ready to be released from custody will be detained solely for the purpose of making notification to immigration authorities, except in cases where the Probation Department is in possession of a valid arrest warrant.

428.8 ICE INTERVIEWS FOR INDIVIDUALS IN PROBATION CUSTODY AND WHO ARE CHARGED AS ADULTS

In advance of any interview regarding civil immigration violations between ICE and an individual charged as an adult in the Probation Department's custody, the Probation Department shall provide the individual with a written consent form that explains the purpose of the interview, that the interview is voluntary, and that he/she may decline to be interviewed or may choose to be interviewed only with his/her attorney present.

(Gov. Code Section 7283.1(a).) Upon request of an ICE interview and prior to obtaining the individual's signature on a consent form, the Juvenile Hall Intake staff will notify the individual's attorney of record. The attorney of record will be given the opportunity to provide advice regarding their client's consent to the requested interview before the Probation Department proceeds.

Any interview for an individual in the Probation Department's custody shall be facilitated through the Probation ICE Liaison, after consultation with the Assistant Chief Probation Officer or the Chief Probation Officer.

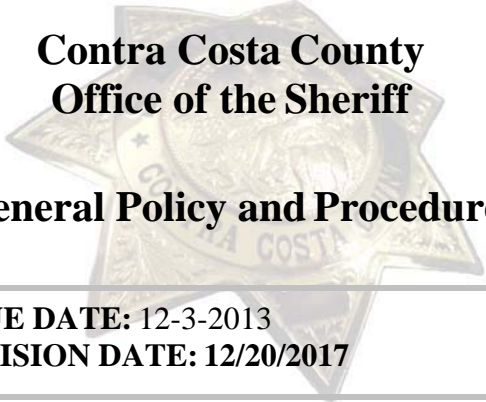
428.9 IMMIGRATION STATUS IN REPORTS AND FILE DOCUMENTATION

Probation staff shall not ask an individual about his or her immigration status or document an individual's immigration status in a Court report. Staff may ask an individual about his or her language skills, place of birth, and related social history factors and may document that information in Court reports.

428.10 STAFF INQUIRIES WITH ICE – WHEREABOUTS

If Probation staff suspects that an individual under the Probation Department's supervision has been deported or is in the custody of ICE, and that individual's matter is still active, staff shall contact the ICE Liaison. The ICE Liaison may obtain information on the individual's whereabouts by utilizing the ICE Online Detainee Locator System (<https://locator.ice.dhs.gov/odls/#/index>), in addition to any other available means to check whereabouts which may include, contacting the individual's attorney of record, and checking other available records/information sources. Probation staff shall discuss the matter with their supervisor to determine the appropriate course of action in order to retain jurisdiction and/or toll time in the event that individual returns to the United States. Appropriate actions may include submitting a petition to revoke with a warrant request for adult cases or file a Welfare and Institutions Code Section 777 notice of violation for juvenile cases.

Revision Date – 12/11/2017

 <p style="text-align: center;">Contra Costa County Office of the Sheriff</p> <p style="text-align: center;">General Policy and Procedure</p>	CCCSO	NUMBER: 1.02.28
	RELATED ORDERS: AB 4 (Trust Act), AB 2792 (Truth Act), SB 54 (California Values Act), Gov't. Code §§7282-7284.6, SB 29 Civil Code §1670.9, 8 CFR 287.7, 8 USC §1101(a)(43), 8 USC §1373, 8 USC §1644	
ISSUE DATE: 12-3-2013 REVISION DATE: 12/20/2017	CLEARANCE: Office of the Sheriff	
CHAPTER: Law Enforcement Role and Authority	SUBJECT: IMMIGRATION STATUS	

I. POLICY.

- A. No person shall be contacted, detained, or arrested solely on the basis of his or her immigration status.
- B. The Contra Costa County Office of the Sheriff will equally enforce the laws and serve the public without regard to immigration status. Except as specifically set forth in this Policy, the immigration status of a person, and the lack of immigration documentation, should have no bearing on the manner in which Deputies execute their duties.
- C. No Departmental funds nor personnel may be used to investigate, interrogate, detain, detect, or arrest persons *for immigration enforcement purposes*. Nevertheless, Office of the Sheriff personnel may send to, or receive from, immigration authorities (including ICE), information regarding the immigration status, lawful or unlawful, of any individual (8 USC §1373) (see IV.C.).

II. DEFINITIONS.

- A. **IMMIGRATION DETAINER.**
An Immigration Detainer is a request by the U.S. Department of Homeland Security's Immigration and Customs Enforcement Agency (ICE) that law enforcement agencies advise ICE, prior to releasing an individual, in order for ICE to arrange to assume custody for the purpose of deportation. The ICE Detainer Request is presented on ICE Form I-247A. These requests are processed in accordance with IV.E. below.

III. GENERAL.

- A. **IMMIGRATION ENFORCEMENT JURISDICTION.** ICE has primary responsibility to investigate and enforce federal immigration laws. Office of the Sheriff personnel shall not assist ICE in the enforcement of federal immigration laws except as set forth below. Assistance to ICE personnel

in personal distress will be provided. Notwithstanding “A” above:

1. Sheriff’s Personnel may investigate, enforce, or detain upon reasonable suspicion of, or arrest for a violation of 8 USC 1326(a) [illegal reentry by a previously deported or removed alien] that is detected during an unrelated law enforcement activity.
2. Sheriff’s Personnel may respond to a request from immigration authorities for information about a specific person’s criminal history.
3. Sheriff’s Personnel may conduct enforcement or investigative duties associated with a joint law enforcement task force, including the sharing of confidential information with other law enforcement agencies for purposes of task force investigations, but only if the specific provisions set forth in Gov. Code §7284.6 (b)(3)(A) and (B) and (C) are met.
4. Sheriff’s Personnel may grant immigration authorities access to interview an individual in our custody. All interview access shall comply with IV.H (“TRUTH Act Notifications”).
5. Sheriff’s Personnel may send to ICE, and receive from ICE information regarding the immigration status of any individual (see IV.C.). (Do not confuse information regarding immigration status with information regarding the anticipated release date of individuals with immigration status, which information may not be released except as set forth in this policy at IV.G. and IV.K.)

B. LAW ENFORCEMENT CONTACTS. Non-consensual contacts, detentions, and arrests shall be based on reasonable suspicion or probable cause. A Deputy shall not initiate any law enforcement action based on observations relating to immigration status (such as lack of documentation), but such issues may, as part of several factors, be relevant to the direction and analysis of an investigation.

C. THE CALIFORNIA VALUES ACT.

1. California law enforcement agencies shall not:
 - a. Use agency moneys or personnel to investigate, interrogate, detain, detect, or arrest persons *for immigration law enforcement purposes*, including any of the following:
 1. Inquiring into an individual’s immigration status (but see III.B. above, and IV.C. below);
 2. Detaining an individual on the basis of a hold request;
 3. Providing information regarding a person’s release date or responding to requests for notification by providing release dates or other information *unless that information is available to the public*, or is in response to a Notification Request from ICE that satisfies the conditions set forth in IV.G. and IV.K.;
 4. Providing personal information about an individual, including, but not limited to, the individual’s home address or work address *unless that information is available to the public*;
 5. Making or intentionally participating in arrests based on civil immigration warrants;

6. Performing the functions of an immigration officer, whether pursuant to 8 USC 1357(g) or any other law, regulation, or policy, whether formal or informal;
 - b. Place peace officers under the supervision of federal agencies for the purposes of immigration enforcement.
 - c. Use Immigration Authorities as interpreters for law enforcement matters relating to individuals in custody.
 - d. Transfer an individual to immigration authorities unless authorized by a judicial warrant.
 - e. Provide office space exclusively dedicated for immigration authorities for use within a law enforcement facility.
 2. Deputies retain discretion to cooperate with immigration authorities if doing so does not violate any Federal, state, or local law or policy, and only where permitted by the California Values Act. The California Values Act permits communications between Office of the Sheriff personnel and immigration authorities “regarding the citizenship or immigration status ...of an individual” (see IV.C.).
- D. **FEDERAL DETAINEES.** Wherever this policy refers to, or relates to, persons in Sheriff’s Office custody, such policy provisions do not apply to individuals in the custody of the Department of Homeland Security who are detained in a county detention facility pursuant to a contract with the Federal government (Gov. Code §7310(b)).

IV. PROCEDURES.

A. IMMIGRATION VIOLATION COMPLAINTS.

1. If members of the public contact the Office of the Sheriff to report suspected immigration violations, such persons should be directed to ICE.

B. IMMIGRATION STATUS.

1. A Deputy’s suspicion about any person’s immigration status shall not be used as a sole basis to initiate contact, detain, or arrest that person unless such status is reasonably relevant to the investigation of a crime, such as trafficking, smuggling, harboring, and terrorism.
2. Sweeps intended solely to locate and detain undocumented immigrants are not permitted. Deputies will not participate in ICE-organized sweeps to locate and detain undocumented aliens. Office of the Sheriff personnel shall not provide support services, such as traffic control, during an ICE operation.

C. COMMUNICATIONS WITH ICE.

Office of the Sheriff personnel may send to, or receive from, immigration authorities (including ICE), information regarding the immigration status, lawful or unlawful, of any individual (8 USC §1373), including specifically any alien in the United States (8 USC §1644). Such information as is permitted to be sent or received pursuant to

this subsection may be maintained and may be exchanged with any other Federal, State, or local government entity (8 USC §1373). (Compliance with 8 USC §1373 and 8 USC §1644 is specifically permitted pursuant to Gov. Code 7284.6(e)).

D. WITNESSES AND VICTIMS.

1. The immigration status of crime victims or witnesses should not be probed unless it is reasonably relevant to the investigation of a crime.
2. U-Visa Nonimmigrant Status. Federal law grants immigration benefits to victims of qualifying crimes who have been helpful to the investigation and/or prosecution of the case. A law enforcement certification is prepared and issued by specifically designated administrative personnel.

E. ICE DETAINER REQUESTS.

The Office of the Sheriff occasionally receives Immigration Detainer requests on ICE Form I-247A. A detainer serves to advise that ICE seeks both notification of the anticipated release of a removable alien from custody and his or her continued detention in order for ICE to arrange to assume custody. The request to detain will **not** be honored (see IV.F.). The request to Notify will be honored only under the circumstances set forth in IV.G. and IV.K. below.

F. IMMIGRATION DETAINERS. Inmates who are eligible for release from custody shall **not** be held, pursuant to an immigration hold, beyond the time he or she would otherwise be released.

G. IMMIGRATION NOTIFICATION. The Office of the Sheriff will provide release information in response to individual-specific ICE requests for notification (ICE Form I-247A), but only in compliance with the conditions set forth in IV.L. Individuals meeting the conditions set forth in IV.L. will be released to ICE custody (but shall not be detained to do so), if immigration authorities are present at a detention facility's Release Window at the time of an individual's release.

1. Individuals meeting the conditions set forth in IV.K. and released to ICE custody at the time of their release, may not be converted into ICE Detainees. Immigration authorities desiring to house such persons as ICE Detainees at WCDF must escort such persons outside of our facility, and then return them, via Intake, to be newly booked as ICE Detainees for transport to WCDF.

H. TRUTH ACT NOTIFICATION (Gov. Code 7283.1; AB-2792). Upon receiving any ICE notification request on Form I-247A, the named inmate shall be provided a copy of the respective form. If ICE is to be notified of the proposed release of an inmate, he or she shall be notified as well. Additionally, efforts will be made to notify the inmate's attorney or an additional person of the inmate's choosing.

1. Immigration authorities shall be granted access to interview inmates following compliance with the Truth Act notification provision: In advance of any interview between ICE and an inmate, the inmate shall be provided with a written consent form either consenting or declining to participate in the interview. Standardized copies of this form are available (under the heading AB 2792 Forms) at http://www.bscc.ca.gov/m_divisions.php

- I. **EQUALITY OF ACCESS.** All persons arrested for a criminal offense and held in our custody will have equal access to custody programs if otherwise program-eligible.
- J. **COURT ORDERS.** Court Orders and warrants are entirely separate and should not be confused with Form I-247A requests. Duly issued warrants will be honored.
- K. **CONDITIONS FOR ICE NOTIFICATION.** ICE requests for notification of the anticipated release date of an inmate will be honored only with respect to inmates who are being held for certain charges or who have specific prior convictions.
 - 1. These conditions include (but are not limited to) inmates who have been **convicted** of (i) of a **serious felony** [PC 1192.7(c)] or a **violent felony**, [PC 667.5(c)] (see listing below).
 - a. As used in PC 1192.7(c), “**serious felony**” means any of the following:
 - (1) murder or voluntary manslaughter
 - (2) mayhem
 - (3) rape
 - (4) sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person
 - (5) oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person
 - (6) lewd or lascivious act on a child under 14 years of age
 - (7) any felony punishable by death or imprisonment in the state prison for life
 - (8) any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm
 - (9) attempted murder
 - (10) assault with intent to commit rape or robbery
 - (11) assault with a deadly weapon or instrument on a peace officer
 - (12) assault by a life prisoner on a non-inmate
 - (13) assault with a deadly weapon by an inmate
 - (14) arson
 - (15) exploding a destructive device or any explosive with intent to injure
 - (16) exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem
 - (17) exploding a destructive device or any explosive with intent to murder
 - (18) any burglary of the first degree
 - (19) robbery or bank robbery
 - (20) kidnapping
 - (21) holding of a hostage by a person confined in a state prison
 - (22) attempt to commit a felony punishable by death or imprisonment in the state prison for life

- (23) any felony in which the defendant personally used a dangerous or deadly weapon
- (24) selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine- related drug, or any of the precursors of methamphetamines
- (25) any violation of PC 289(a) where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person
- (26) grand theft involving a firearm
- (27) carjacking
- (28) any felony offense, which would also constitute a felony violation of PC 186.22
- (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation
- (30) throwing acid or flammable substances
- (31) assault with a deadly weapon, firearm, machinegun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter
- (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee
- (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft
- (34) commission of rape or sexual penetration in concert with another person
- (35) continuous sexual abuse of a child
- (36) shooting from a vehicle
- (37) intimidation of victims or witnesses
- (38) criminal threats
- (39) any attempt to commit a crime listed in this subdivision other than an assault
- (40) any violation of PC 12022.53 [Enhancements for use of a firearm in 18 specified felonies]
- (41) a violation of subdivision (b) or (c) of Section 11418
- (42) any conspiracy to commit an offense described in this subdivision
- (43) And any offense committed in another state, which if committed in California, would be punishable as a listed serious felony

b. As used in PC 667.5(c), “**violent felony**” means any of the following:

- (1) Murder or voluntary manslaughter
- (2) Mayhem
- (3) Rape
- (4) Sodomy
- (5) Oral copulation
- (6) Lewd or lascivious act

- (7) Any felony punishable by death or imprisonment in the state prison for life
 - (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved, or any felony in which the defendant uses a firearm which use has been charged and proved
 - (9) Any robbery
 - (10) Arson
 - (11) Sexual penetration
 - (12) Attempted murder
 - (13) A violation of PC 18745, 18750, or 18755 (explosives)
 - (14) Kidnapping
 - (15) Assault with the intent to commit a specified felony, in violation of Section 220
 - (16) Continuous sexual abuse of a child
 - (17) Carjacking
 - (18) Rape, spousal rape, or sexual penetration
 - (19) Extortion, which would constitute a felony violation of PC 186.22
 - (20) Threats to victims or witnesses, which would constitute a felony violation of PC 186.22
 - (21) Any burglary of the first degree, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary
 - (22) Any violation of PC 12022.53 [Enhancements for use of a firearm in 18 specified felonies]
 - (23) A violation of PC 11418(b) or (c)(weapon of mass destruction)
 - (24) And any offense committed in another state, which if committed in California, would be punishable as a listed violent felony
2. Notification requests will be honored for any conviction or prior conviction for a felony punishable by imprisonment in the state prison.
 3. Notification requests will be honored for any person who is a current registrant on the California Sex and Arson Registry (CSAR) as a sex offender pursuant to PC 290 or as an arson offender pursuant to PC 457.1
 4. Notification requests will be honored for (i) any **felony conviction** within the last 15 years, or (ii) any misdemeanor conviction within the past five years, that is punishable as either a misdemeanor or a felony (i.e.: “wobbler”) involving the following specified crimes:
 - (A) Assault
 - (B) Battery
 - (C) Use of threats
 - (D) Sexual abuse, sexual exploitation, or crimes endangering children
 - (E) Child abuse or endangerment
 - (F) Burglary, robbery, theft, fraud, forgery, or embezzlement

- (G) Driving under the influence of alcohol or drugs, but only for a felony conviction
- (H) Obstruction of justice
- (I) Bribery
- (J) Escape
- (K) Unlawful possession or use of a weapon, firearm, explosive device, or weapon of mass destruction
- (L) Possession of an unlawful deadly weapon, under the Deadly Weapons Recodification Act of 2010 (PC 16000)
- (M) An offense involving the felony possession, sale, distribution, manufacture, or trafficking of controlled substances
- (N) Vandalism with prior convictions
- (O) Gang-related offenses
- (P) An attempt, or any conspiracy, to commit an offense specified in this section
- (Q) A crime resulting in death, or involving the personal infliction of great bodily injury
- (R) Possession or use of a firearm in the commission of an offense
- (S) An offense that would require the individual to register as a sex offender
- (T) False imprisonment, slavery, and human trafficking
- (U) Criminal profiteering and money laundering
- (V) Torture and mayhem
- (W) A crime threatening the public safety
- (X) Elder and dependent adult abuse
- (Y) A hate crime
- (Z) Stalking
- (AA) Soliciting the commission of a crime
- (AB) An offense committed while on bail or released on his or her own recognizance
- (AC) Rape, sodomy, oral copulation, or sexual penetration (AD) Kidnapping
- (AE) A violation of CVC 20001(c)

5. Notification requests should also be honored for any federal conviction of any crime that meets the definition of an aggravated felony as set forth in the Immigration and Nationality Act (8 U.S.C. Sec. 1101 at Section 1101(a)(43)(A) to (P). The full listing of specified crimes follows:

The term "aggravated felony" means –

- (A) murder, rape, or sexual abuse of a minor
- (B) illicit trafficking in a controlled substance
- (C) illicit trafficking in firearms or destructive devices
- (D) laundering of monetary instruments if the amount of the funds exceeded \$10,000
- (E) an offense relating to explosive materials
- (F) a crime of violence, but not including a purely political offense for which the term of imprisonment is at least one year

- (G) a theft offense or burglary offense for which the term of imprisonment is at least one year
- (H) the demand for or receipt of ransom
- (I) child pornography
- (J) racketeer influenced corrupt organizations or gambling offenses, for which a sentence of one year imprisonment or more may be imposed
- (K) owning, controlling, managing, or supervising of a prostitution business; peonage, slavery, involuntary servitude, and trafficking in persons
- (L) gathering or transmitting national defense information relating to disclosure of classified information relating to sabotage, relating to treason, relating to protecting the identity of undercover intelligence agents or relating to protecting the identity of undercover agents
- (M) fraud or deceit in which the loss to the victim or victims exceeds \$10,000; tax evasion in which the revenue loss to the Government exceeds \$10,000
- (N) alien smuggling (except in the case of a first offense for which the alien has affirmatively shown that the alien committed the offense for the purpose of assisting, abetting, or aiding only the alien's spouse, child, or parent)
- (O) an offense described in section 1325(a) or 1326 of this title committed by an alien who was previously deported on the basis of a conviction for an offense described in another subparagraph of this paragraph
- (P) falsely making, forging, counterfeiting, mutilating, or altering a passport or instrument and for which the term of imprisonment is at least 12 months (except in the case of a first offense for which the alien has affirmatively shown that the alien committed the offense for the purpose of assisting, abetting, or aiding only the alien's spouse, child, or parent (and no other individual.))

Stand Together CoCo

Project Update



Executive Summary

January 30, 2018

Stand Together CoCo

Catholic Charities of the East Bay – Lead Contractor

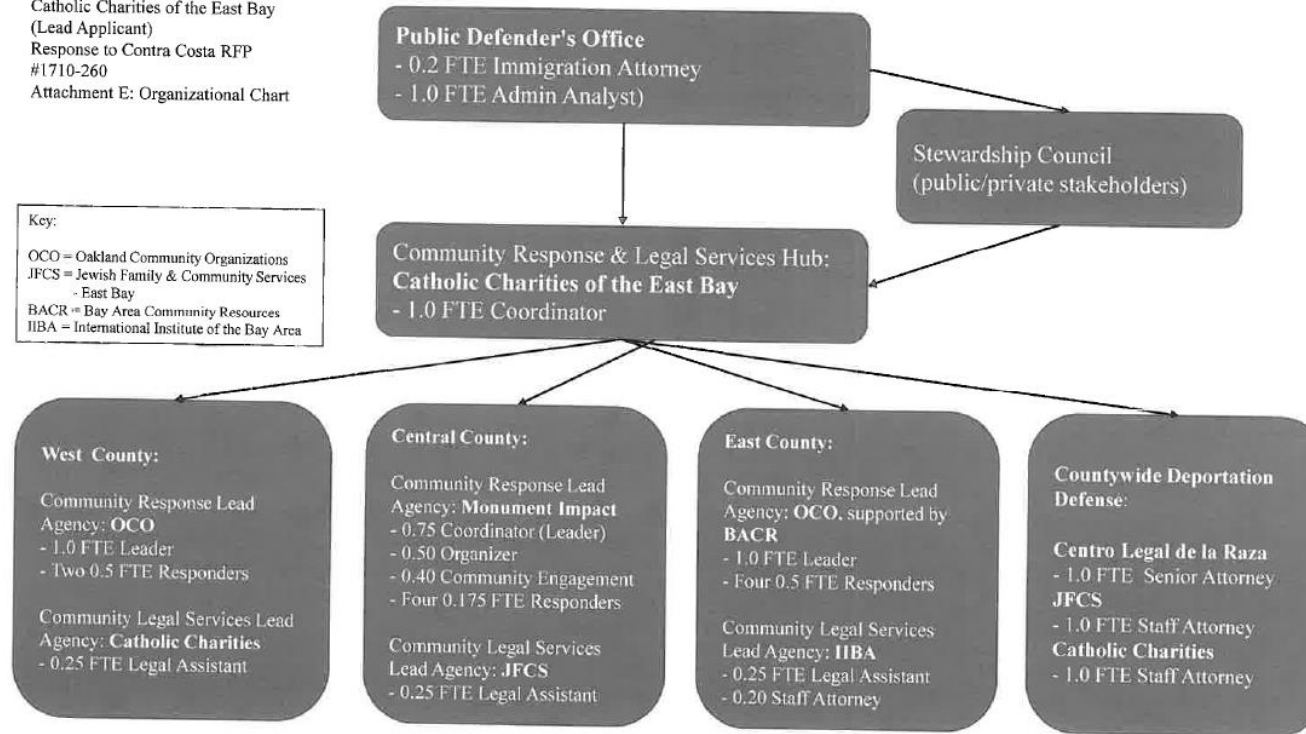
- The network will provide an integrated array of civil legal deportation-defense and immigrant-related community services starting March 1, 2018.
- The program is on track to be fully staffed and functional by March 1, 2018.

Organization Chart

Catholic Charities of the East Bay
(Lead Applicant)
Response to Contra Costa RFP
#1710-260
Attachment E: Organizational Chart

Key:

OCO = Oakland Community Organizations
JFCS = Jewish Family & Community Services
- East Bay
BACR = Bay Area Community Resources
IIBA = International Institute of the Bay Area





Interim Plan

- ACILEP fields all calls received from Contra Costa County
- ACILEP contacts interim coordinators
- Coordinators organize interim responders/observers
- Coordinate with Centro Legal de la Raza for legal representation, if necessary



Accomplishments

- 1/05/2018 – Centro Legal de la Raza taking case
- 1/26/2018 – Hotline platform purchase and set up completed
- 1/30/2018 – Contract fully executed
- 1/31/2018 – MOU's signed by subcontractors



Next Steps

- 2/6/2018 – Volunteer recruitment starts
- 2/12/2018 – All hiring to be completed
- 3/01/2018 – Website will be launched
- 3/01/2018 – All deliverables begin

B. RESPONSE COVER FORM (FORM #2)

Agency name: Catholic Charities of the Diocese of Oakland DBA Catholic Charities of the East Bay

Address: 433 Jefferson Street, Oakland CA 94607

Name and title of authorized agency representative: Kathleen Manis Johnson, Pre-Award Grants Manager

E-mail and phone of authorized agency representative: kmanisjohnson@cceb.org (510) 768-3158

Telephone: (510) 768-3158 Fax: (510) 451-6998

501(c)3 organization?

Yes X

No: If no, provide name, organization, and contact information of fiscal sponsor: N/A

Proposed Services (please indicate either or both):

☒ Legal Services

☒ Community-Based Education and Support

Signed: Chuck Fernandez, Chuck FERNANDEZ, 11/17/17
Executive Director: Signature, Name and Date

Signed: John Espinoza, JOHN ESPINOZA BOARD CHAIR 11-17-17
Board President: Signature, Name and Date

This Cover Sheet must be completed and signed **in blue ink** by individuals authorized to make the offer to perform the work described. Only one copy with original signatures is required.

NOTE: All communication related to this RFP will be delivered to identified email address.

Date and Time Received by County: _____

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Catholic Charities of the East Bay (Lead Applicant)
Response to Contra Costa RFP #1710-260
Proposal Narrative

A. Applicant's Proposed Scope(s) of Work

X Legal Services X Community Based Education and Support

B. Application Type

X Joint Application

C. Applicant Agency Overview

Organization's history, years in operation, and years providing services proposed:

Catholic Charities of the Diocese of Oakland, dba Catholic Charities of the East Bay (Catholic Charities) proposes to lead a seven-agency Partnership in Contra Costa County to execute Stand Together CoCo: a seamless array of community education and outreach, rapid response, and legal services – built on the backbone of the 24-hour Stand Together hotline – providing no-cost, culturally competent, community-based support for individuals and families drawn into and those at risk of and/or living in fear of becoming involved with the federal deportation system.

Since 1935, Catholic Charities has been responding to the needs of the most vulnerable members of our community. The agency has a 35+ year proven track record of providing culturally competent immigration legal services in multiple languages, coupled with community education and outreach to support immigrant rights and safety. We are one of the largest providers of immigration legal services in the East Bay and one of only three providers with sites in Contra Costa County. Catholic Charities is deeply embedded in the East Bay community and regularly leads and participates in collaborative immigration-related efforts in partnership with a wide range of legal services providers, community organizations, and public agencies. Our deep expertise, wide geographic reach, and proven leadership capacity, leveraged with the expertise of our partners, uniquely positions Catholic Charities to successfully lead the implementation of Stand Together CoCo in partnership with the County and Office of the Public Defender.

Catholic Charities of the East Bay (Lead Applicant)
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Proposal Narrative

Organization's current core service array, budget, and organizational departments:

Catholic Charities is one of the East Bay's largest multi-service 501(c)3 agencies. We serve people in need regardless of religious belief, national origin, sexual orientation, or gender identity. Our impact reaches across Alameda and Contra Costa Counties, which comprise the Diocese of Oakland, with services in three clusters: **Welcoming the Stranger:** Immigration Legal Services and Refugee Resettlement; **Healing Trauma:** school- and community-based services for those experiencing violence; training and coaching; and **Fostering Self-Sufficiency:** Adult Education, including ESL and Workforce Development; and Rental Assistance.

For Fiscal Year 2017-18, Catholic Charities' operating budget is \$7,912,886. Our Immigration Legal Services (ILS) budget is \$1.1M. Catholic Charities has extensive experience managing performance-based government contracts, consistently fulfilling or exceeding requirements. Many contracts have been repeatedly renewed, testifying to our performance and fiscal management.

Non-programmatic departments at Catholic Charities include Executive, Administrative (Human Resources, Volunteers, Facilities), Finance, Grants, and Development. The ILS Program Manager reports to the Chief Program Officer who has led services for immigrants and refugees for 20+ years. Since 1980, our Immigration Legal Services (ILS) team has supported immigrant clients with a wide range of legal services, education, and outreach, described in the following sections.

Organization's qualifications as they relate to the proposed scope of services: With offices in Richmond and Concord, frequent collaborations with Contra Costa agencies, and over 35 Catholic parishes with whom to partner for legal screenings, workshops, leadership development, and outreach, Catholic Charities is uniquely positioned to coordinate community outreach

Catholic Charities of the East Bay (Lead Applicant)
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services countywide and has the programmatic and administrative capacity to lead complex collaborative projects. Catholic Charities therefore proposes to lead the Stand Together CoCo Partnership as **Administrative Lead** as well as the **Community Response and Legal Services Hub Coordinator**. Catholic Charities is also the Partnership's **Community Legal Services Lead Agency in West County**, responsible for connecting the Legal Response Team with the Community Response Team in West County; sharing information about community needs; planning for supports in the region; and closely collaborating on workshops/ presentations, outreach to faith-based groups, and other deliverables. Catholic Charities will lead efforts in West County to provide legal consultations, will collaborate with Oakland Community Organizations to provide in-reach to ICE detainees, and will also provide deportation defense.

Catholic Charities is deeply experienced in both community support and navigation and direct legal representation. Catholic Charities provided 1,536 legal consultations last year, and 45 Know-Your-Rights workshops and informational "*charlas*" reaching 1,250 individuals in the last 7 months, with many more accomplished prior to that date. We have provided technical assistance and training for local CBOs covering topics such as basic immigration concepts, updates on immigration law, DACA eligibility, and immigration consequences of criminal convictions and arrests. Catholic Charities also provides high-quality legal representation to our clients – serving 1,035 clients last year – and our staff possesses a combined total of over 125 years of experience in immigration law. All of our services are distinguished by a uniquely responsive, client-centered case management approach and regularly provide structured and customized referrals to relevant nonprofit and public services. Our agency is an affiliate member of the Catholic Legal Immigration Network, Inc. (CLINIC) and our attorneys are members of the American Immigration Lawyers Association (AILA).

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Provide organizational information for proposed partner, indicate their role in Project:

Founded in 1969, **Centro Legal de La Raza (Centro Legal)** is a comprehensive legal services agency providing bilingual and culturally competent legal representation, education, and advocacy to strengthen low-income, immigrant, and Latino individuals and families. Centro Legal will provide representation on deportation defense cases and technical assistance on cases led by other organizations to build deportation defense capacity more broadly in the County.

Oakland Community Organizations (OCO), the Partnership's **Community Response Lead Agency in West and East County**, has been serving the Oakland community since 1977, and has begun an expansion to Contra Costa and Alameda Counties. OCO has provided immigration support work and advocacy for a pathway to citizenship for undocumented persons since the early 2000s. OCO will lead the Community Response Team in both West and East County, providing hotline and dispatch coordination services in addition to leadership development and Train the Trainer events to their staff and recruited volunteers. OCO will also be responsible for connecting the Community Response Teams to the Community Legal Services Lead Agencies in West County (Catholic Charities) and East County (International Institute of the Bay Area); ensuring seamless connection to services for hotline referrals; completion of regional deliverables such as workshops/presentations; and outreach to community organizations. OCO will also be the lead in West and East County for school district outreach as well as co-leading the provision of in-reach presentations at county jails to ICE detainees.

Founded in 2001 to serve the disproportionate number of low-income immigrants of Concord's Monument Corridor, **Monument Impact (MI)**'s mission is to actively engage Monument Corridor residents in training and tools that promote economic self-sufficiency, health and safety, civic engagement, community connections, and lifelong learning. MI is the

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Partnership's **Community Response Lead Agency in Central County** and will lead the Central County Community Response Teams, providing hotline and dispatch coordination services in Central County and leadership development and Train the Trainer events to their staff and recruited volunteers. MI is also responsible for connecting the Central County Community Response Team to the Community Legal Services Lead Agency in Central County (Jewish Family and Community Services); ensuring seamless connection to services for hotline referrals; completion of regional deliverables such as workshops/presentations; and outreach to community organizations. MI will also be the lead in Central County for school district outreach and support.

Founded in 1877 with a focus on helping vulnerable women, children, and community members, **Jewish Family and Community Services – East Bay (JFCS)** has been serving diverse groups of refugees and immigrants in Contra Costa and Alameda counties for more than 25 years. The agency has been providing naturalization services for several decades and became Board of Immigration Appeals (BIA) recognized in 2012. JFCS is the Partnership's **Community Legal Services Lead Agency in Central County** and is responsible for connecting the Legal Response Team with the Community Response Team in Central County; sharing information about community needs, planning for supports in the region; and closely collaborating on regional activities, such as workshops/presentations, outreach to other faith-based groups, and other deliverables. JFCS will be the lead in Central County on providing legal consultations. JFCS is also one of three agencies providing deportation defense services.

Formed in 1918 with a mission to provide high-quality immigration legal services, education, and civic engagement opportunities to immigrants, refugees, and their families as they join and contribute to the community, **International Institute of the Bay Area (IIBA)** – the Partnership's **Community Legal Services Lead Agency in East County** – has been serving

Catholic Charities of the East Bay (Lead Applicant)
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Proposal Narrative

low-income immigrant communities in California for 99 years. IIBA is responsible for connecting the Legal Response Team with the Community Response Team in East County; sharing information about community needs; planning for supports in the region; and closely collaborating on regional activities, outreach to faith-based groups, and other deliverables. IIBA will be the lead in Central County on providing legal consultations.

Bay Area Community Resources (BACR) is a non-profit community agency founded in 1976 whose mission is to promote the healthy development of individuals, families and communities in the San Francisco Bay Area. BACR has longstanding experience delivering successful child, youth and family services in Contra Costa County, where they have delivered services for over 25 years. BACR will collaborate with partners on the regional deliverables in East County, with a focus on hotline staffing and outreach to school districts.

Additionally, the Partnership will work closely with the **Diocese of Oakland** in an unfunded capacity. There are 35 parishes in Contra Costa County with the ability to host community workshops, perform outreach, and mobilize volunteers. We will also partner closely with **First 5 Contra Costa**, who have nearly 200 trained parent advocates countywide that can help promote the hotline, assist with community workshops, and serve as a conduit of information to families. Lastly, we will partner with the **Interfaith Movement for Human Integrity** to collaborate on in-reach and support for ICE detainees.

Summarize proposed partners' qualifications as related to the proposed scope of services:

Catholic Charities is a strong leader and advocate in the East Bay Area legal services community, working closely with the Alameda County Immigrant Legal and Education Partnership (ACILEP) – a similar effort to Stand Together CoCo that seeks to respond to the critical need for legal services, know your rights education and rapid response services when

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there is an immigration enforcement action. **Centro Legal** and **OCO** are founding members and current leaders in ACILEP; we are relying on their expertise and experience to make Stand Together CoCo a success.

In addition, all project partners possess deep expertise in their respective scopes of services. **Centro Legal** conducted over 4,000 legal screenings/brief consults and accepted more than 3,000 cases for full scope representation last year, representing clients in detained and non-detained removal defense, asylum applications, family-based visa petitions, U-visas, Special Immigrant Juvenile Status (SIJS), adjustment of status, and naturalization, with expertise in complex detained cases. For decades, **OCO** has provided community organizing, leadership development, and training to residents in Contra Costa and Alameda Counties for citizenship education, Know Your Rights, family preparation planning, and rapid response hotline services for ICE raids for the past two years, reaching over 2,500 people during 2017. **MI** has worked with the immigrant community in Central County for nearly 17 years, providing services and community engagement programs to 5,000+ residents/year including both Train the Trainer and Leadership Development models which will be employed to build community engagement in Stand Together CoCo. **MI** has proven capacity to cultivate leadership in the community, with more than a decade of experience cultivating *promotores* (community promoters) and community leaders. In partnership with **JFCS**, **MI** has offered immigration legal services on site for several years. **JFCS** is a BIA recognized agency with a Spanish-speaking Immigration Attorney and multilingual BIA-accredited representatives, allowing full-scope immigration legal services to be provided in Russian, Farsi/Dari, Spanish, and Arabic. All staff members have deep connections to and perform outreach within the communities they serve. **IIBA** has been providing immigration presentations, workshops and legal consultations for over fifty years.

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IIBA has extensive experience representing clients in thousands of applications for family-based petitions, adjustments of status, and U-Visas as well as experience representing clients with T-Visas, Asylum, and SIJS cases. **BACR** has provided a myriad of community support services throughout the Bay Area for over 40 years, including through the agency's Undocumented Rights Coalition, which serves undocumented and immigrant youth in need of help accessing and navigating legal, education, and workforce services.

D. Technical Expertise:

Expertise in providing proposed services, including direct service, community-based services, and technical assistance and training services: **Direct Service:** Catholic Charities is a BIA recognized organization providing a range of low- and no-cost direct legal services for immigrants, including family-based immigration petitions; domestic violence relief (VAWA Self-petitions); victims of crime relief (U-Visa); services to unaccompanied minors; special immigrant juvenile status (SIJS); Deferred Action for Childhood Arrivals (DACA); temporary protected status (TPS); consular processing; and naturalization, including representation for complex applications and referrals to the East Bay Naturalization Collaborative when appropriate. Our services are provided by multilingual (primarily Spanish-speaking) staff, many of whom are also recent immigrants.

Community-based services: Catholic Charities' ILS team regularly organizes community education and outreach events, providing important information for immigrants and providers that serve them. Topics covered include: Know-Your- Rights, pathways to legal status and citizenship, avoiding fraud, DACA, AB60, the Trust Act, and current legal developments impacting communities. Every two weeks in our Concord office we offer group processing events for naturalization. We also provide presentations and outreach materials on legal

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immigration issues to agencies that work directly with immigrant families in order to build agencies' capacity. Presentations include basic immigration concepts, updates on immigration law, and immigration consequences of criminal convictions and arrests.

Currently, a major focus of Catholic Charities' community education and outreach work is Know-Your-Rights. In today's political atmosphere surrounding undocumented immigrants, refugees, and asylees, these persons have good reasons to fear for their safety and freedom. Our ILS team provides presentations and forums, communicating information on rights under the Constitution, citizenship processes, how to interact with Immigration and Customs Enforcement (ICE) officials, and connections to legal and social services. Presentations are hosted in safe spaces such as parishes, schools, and community centers, helping to ease fears and build trust.

Catholic Charities maintains close relationships with many news outlets, including Univision, Telemundo, San Francisco Chronicle, Oakland Tribune, East Bay Express, San Jose Mercury News, KPIX, and Catholic Voice. We use these media relationships to educate the community and provide information about available resources. Our ILS Program Manager, Maciel Jacques, is regularly featured in local print and televised media and is regarded as a go-to expert by reporters on immigration policy and legal services. She is also part of the Univision Immigration Committee, which meets quarterly to discuss immigration policy and services issues.

Technical Assistance and Training: Catholic Charities has an intentional focus on technical assistance and training, which we provide for other legal services providers, CBOs who serve immigrant communities, public agencies, elected offices, schools and school districts, faith-based communities, and others. We provide in-depth training and technical assistance on immigration policy and the changing immigration landscape, including DACA (now ended), TPS, U-Visas, services to unaccompanied minors, and other important immigration issues impacting our

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communities. We train various entities on the immigration legal services available and how to connect people who need help. We also specifically provide workshops for non-profit service providers and school districts on immigrant rights and what to do in case of ICE encounters.

Experience and expertise of assigned Project staff. Resumes and/or job descriptions:

Catholic Charities will hire a 1.0 FTE Community Response and Legal Services Hub Coordinator who will be bilingual and have expertise in Contra Costa County, immigrant rights and services, and large-scale project management and facilitation. We will also hire a 1.0 FTE Attorney. Qualifications include membership and good standing in the bar of any state or federal territory, California license preferred; law degree from an ABA accredited law school, immigration law experience, and deportation defense experience strongly preferred. Additionally, Catholic Charities will provide 0.25 FTE of Legal Assistant Virginia Ramirez's time in our Richmond office, who has 2 years' experience serving the Richmond community.

Centro Legal's Lisa Knox, Immigration Program Managing Attorney, will fulfill the role of Senior Attorney 1.0 FTE under this contract. She is fluent in Spanish. Before joining Centro Legal, Ms. Knox practiced immigration law at Van Der Hout, Brigagliano & Nightingale where she worked on deportation defense, asylum, and family-based cases. She has also worked on impact litigation relating to immigrants' rights at the Lawyers' Committee for Civil Rights, and as a clinical instructor at the East Bay Community Law Center. Ms. Knox received her J.D. from Columbia Law School. Eleni Wolfe-Roubatis, Centro Legal's Immigration Director with over 10 years of experience, will support Ms. Knox with any technical assistance needed.

JFCS will hire a 1.0 FTE Attorney for this project. Qualifications include membership and good standing in the bar of any state or federal territory, California license preferred; law degree from an ABA accredited law school, bilingual in English and Spanish, immigration law

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experience, and deportation defense experience strongly preferred. Additionally, JFCS will also provide a 0.25 FTE Legal Assistant who is bilingual in English and Spanish.

IIBA's Juan Ortiz, Contra Costa County Program Director and Staff Attorney, will be provided 0.2 FTE on this project. Mr. Ortiz graduated from Whittier Law School in 2010 and was admitted to the California Bar in 2011. He is bilingual Spanish and English and has six years' experience providing immigration legal services as well as training and mentoring accredited representatives. Mr. Ortiz manages IIBA's Antioch office, with duties including supervision, client representation, and community outreach efforts. IIBA will also provide a 0.25 FTE Legal Assistant, who will be responsible for client referrals and workshop coordination.

OCO will hire 2.0 FTE Community Leaders (to lead the East and West County Community Response Teams respectively). Qualifications include bilingual, experience as a community organizer, organizing and managing events, project management skills, facilitation skills, outreach experience, and ability to build community relationships. OCO will also hire four 0.5 FTE Local Responders to staff the Community Response Teams in West and East County, with qualifications in community outreach, coordination, and phone dispatch.

MI will provide 0.4 FTE Community Engagement Manager who will implement leadership development workshops in collaboration with other MI staff. Qualifications include community organizing, developing leaders, supervision, and program management. MI will also hire a 0.75 FTE Community Response Leader and 0.5 FTE Organizer both with experience in organizing, coordination, and community outreach and support. Lastly, MI will hire four 0.175 FTE Local Responders with experience in outreach, coordination, and dispatch.

BACR will hire two 0.5 FTE Local Responders to serve on the East County Community Response Team with qualifications in community outreach, coordination, and dispatch.

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Discuss your expertise and experience as it relates to [prior] collaborative Projects:

Catholic Charities and all Stand Together CoCo partners have extensive experience leading and participating in collaborative large-scale projects with other agencies, including many different configurations of the partner agencies included in this application. Catholic Charities was the lead agency for the Ready Bay Area Collaborative (funded by a consortium of legal funders including Zellerbach and Soda) for two consecutive years, with multiple partners, receiving \$30,000 for our Legal Services Supervisor, with the support of the entire ILS team, to coordinate workshops for DACA group processing with an emphasis on hard-to-reach populations; coordinate community education and outreach on shifting immigration enforcement and programs; organize information sessions throughout Contra Costa County to inform the community on immigration reform and administrative relief (DACA+ and DAPA) and provide legal consultation with attorneys and accredited representatives, all in collaboration with our partners. While the funding has concluded, this work is ongoing.

Catholic Charities also recently collaborated on a Community Forum in Concord, working with JFCS, MI, and IIBA to organize and provide training on Family Preparedness Planning coupled with legal consultations. Because of this partnership between agencies, the event included 7 lawyers, 8 organizations tabling, and over 60 community members in attendance.

Additionally, Catholic Charities and OCO have worked closely together for years, partnering on Know Your Rights presentations, providing legal consultations, and information tables at OCO events. Catholic Charities recently partnered with OCO and the Diocese of Oakland to organize an Immigration Forum in Pittsburg, which included a Know Your Rights presentation, updates on DACA, TPS, U-Visas, and legal consultations. This took 3 months of planning and included 12 lawyers, 9 organizations tabling, and over 200 community members in attendance.

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OCO and Centro Legal are original ACILEP (Alameda County Immigration Legal & Education Partnership) partners, providing Alameda County communities with rapid response to ICE raids, family preparation planning, attorney referrals and legal clinics, Know Your Rights trainings, and other necessary community services. Catholic Charities, Centro Legal, OCO, JFCS, IIBA and MI are all original CCIRA partners (Contra Costa Immigrant Rights Alliance), partnering to advance immigrant rights and resources for everyone in Contra Costa County.

IIBA was the lead agency and fiscal sponsor for the Bay Area DACA Collaborative, which Catholic Charities and many of the partners also participated in. This was a 10-county effort that raised \$1.7 million over 2.5 years, and supported 25 organizations. As a result of that collaborative effort 55,000 individuals were informed about the potential benefits of DACA and referred to legal services, 17,000 legal consultations were provided, and 9,000 DACA applications were completed.

Challenges with cross-agency collaboratives differ from project to project. Some challenges partners have experienced include maintaining a shared vision throughout the life of the collaborative, as well as ensuring that partnerships are durable from the beginning. We have learned that trusting relationships are important to any collaborative. Shared core values have been important in keeping the group grounded and on track. Seeing the value of all members of the collaborative, from line staff to management, and from community responders to legal experts, as all having an equal role and value ensures a sense of equity across the table.

Describe your agency's experience and capacity related to:

1) monolingual non-English-speaking clients: All of Catholic Charities' direct service ILS staff speak more than one language. Most are Spanish-proficient and many are native speakers. Catholic Charities has over 80 years of experience serving the diverse East Bay community and

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today serves clients from all over the Bay Area and beyond. Catholic Charities leverages our connections in the community and extensive in-house language capacity developed through our ILS and refugee services programs to meet the needs of clients who do not speak English. All community partners will prioritize linguistic and cultural needs when hiring community responders. In-house linguistic/interpretation capacity at partner organizations currently includes: Spanish, Mam, French, Greek, Italian, Portuguese, Ukrainian, Arabic, Farsi/Dari, and Russian. Should there be any language needs the collaborative cannot meet within our respective offices, some partners have 24- hour access to a professional language interpretation phone line.

2) bilingual/bicultural clients: The supports described above for mono-lingual non-English speaking clients are also available to and utilized for bilingual clients. Regarding bicultural clients, we understand that culture is not static and it is important to be constantly learning from our clients about the unique blends of culture and how to most respectfully and comfortably serve clients from diverse and blended cultural backgrounds. In addition, we participate in cultural humility trainings and learning opportunities in order to best serve our clients.

3) trauma-informed practices: Catholic Charities of the East Bay is a nationally recognized expert in trauma-informed practices. Our Healing Trauma programs provide training and technical assistance to a range of service providers in Alameda and Contra Costa Counties on restorative and trauma-informed practices, especially working with victims of community and family violence, institutional racism and the school-to-prison pipeline, and more. Catholic Charities is also uniquely equipped to provide in-house referrals to mental health services for clients needing additional support. Further, the Immigration Legal Services Department works closely with a victim advocate from Concord Police Department to develop a referral network for clients and has received training regarding working with victims of crime. Additionally, all

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Partnership agency staff are also trained in trauma informed practices – e.g. how to identify trauma in clients, how to build sustainable relationships with clients who have experienced significant trauma, and how to manage the vicarious trauma staff members often experience when working with clients who may have suffered traumatic crimes or other events.

4) familiarity with strengths-based and client-directed methods: Catholic Charities is familiar with strengths-based and client-directed methods. All of our services as an agency seek to identify and leverage the strengths of our clients – whether they are seeking employment, healing from trauma, seeking asylum or undergoing the refugee resettlement process, have lost a loved one to homicide, or were trafficked for sex, we identify the core strengths inherent in the person and meet our clients where they are. In our ILS program, clients who seek our help are often experiencing personal hardships or challenges related to and in addition to their immigration legal services needs. Our staff strives to provide a safe, comfortable, and supportive environment where clients have the room and support to determine what action they would like to take, and communicate their stories and needs in the ways that feel most authentic to them in the face of significant personal hardship.

5) culturally responsive and respectful practices: The seven organizations in the Partnership have long-term experience providing culturally responsive and respectful practices. Our staffs are culturally and ethnically diverse, and highly trained in cultural competency. Our clients consistently provide feedback about how they appreciate that our staff are sensitive to specific needs and diverse cultural backgrounds. For example, Centro Legal maintains formal relationships with several technical assistance organizations in the Bay Area, including the Center for Gender and Refugee Studies and Immigrant Legal Resource Center who provide trainings to staff on substantive immigration law and practical trainings on working with

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vulnerable populations, including women and children, and JFCS receives annual training on cross-cultural communication issues and working with refugees and immigrants who have suffered trauma.

Experience with and relationships to various immigrant populations in Contra Costa and how these relationships correspond to the County's regional population distribution?

The proposed Partnership will provide services Countywide with a special focus on densely populated areas with high immigrant concentrations – but also with outreach to more rural and underserved areas. The largest areas in Contra Costa County by population are Concord, Richmond, and Antioch.¹ In Concord, 23.4% of residents are foreign-born, similar to the overall county rate of 23.9%; and 21% of Concord residents are Latino/Hispanic.² In Richmond, foreign-born residents make up 25.8% of the overall population, with 39.5% of the population identified as Latino/Hispanic compared to 25% for the county overall.³ In Antioch, 13.2% of the population is foreign-born and 22.1% is Latino/Hispanic;⁴ while in Pittsburg 24.8% of the population is foreign-born and 32% is Latino/Hispanic.⁵

The Partnership will leverage participating agencies' existing relationships with immigrant populations to increase outreach, coordination, and effectiveness of services and create a community-led rapid response network. **Catholic Charities** has longstanding relationships with immigrant populations in West and Central Contra Costa County through our service centers located in Richmond and Concord respectively. Our offices serve diverse clients that represent the local community population characteristics, and majority are Latino/a. However, we also

¹ <https://datausa.io/profile/geo/contra-costa-county-ca/>

² <http://www.bayareacensus.ca.gov/cities/Concord.htm>

³ <https://www.ci.richmond.ca.us/DocumentCenter/Home/View/8348>

⁴ <http://www.bayareacensus.ca.gov/cities/Antioch.htm>

⁵ <https://datausa.io/profile/geo/pittsburg-ca/>

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have seen an increase of African, Pacific Islander, Asian, and Middle Eastern clients. **Centro Legal** specializes in serving monolingual Spanish speaking communities and also houses a part-time Spanish/Mam interpreter for Guatemalan clients. In 2015, Centro Legal represented 214 Contra Costa residents; and in 2016, 220. The agency's attorneys and legal support staff conduct consults and intakes twice a month at the West County Detention Facility. In addition, 10% of calls on the ACILEP hotline come in from residents of Contra Costa. **OCO's** clients will be primarily Spanish-speaking residents, with whom the agency maintains strong relationships, as well as Asian communities and Muslim Arabic speakers. While OCO has historically served the Oakland community, the agency is currently bringing its unique model of leveraging the strength of the local communities and organizations, including faith communities, to provide leadership development, outreach, education, and technical assistance in the Contra Costa Community.

Historically, **MI** has predominantly served the Latino community of Central County and has longstanding relationships the residents there. MI works to empower leadership in the community, particularly in Concord's Monument Corridor, where a disproportionate 43% percent of people are foreign-born⁶. **JFCS'** clients will include Spanish speaking residents of Central County, and also has the capacity to serve clients in Arabic, Russian, and Farsi/Dari. During this past year, JFCS has provided legal representation for 209 Latino clients, all of whom were residents of Contra Costa County. A majority of those clients (120) live in Concord. **IIBA** serves East County, helping documented and undocumented immigrants and their family members residing in the following cities, some rural and underserved: Bay Point, Pittsburg, Antioch, Oakley, and Brentwood. **BACR** has primarily served children, youth and their parents in East County via their teen and young adult programs. About 10% have been undocumented.

⁶ https://iurd.berkeley.edu/uploads/Concord_Final.pdf

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BACR runs all elementary after school programs in Antioch, where the agency serves hundreds of children and their parents, the majority of whom are immigrants, many undocumented.

Data-management capacity & experience especially in multi-partner projects:

Catholic Charities is highly experienced in data management for legal services, especially in multi-partner projects. For instance, as a part of the Ready Bay Area collaborative, Catholic Charities participated in a data reporting spreadsheet tool developed by the funder, which included both quantitative and qualitative reporting. We kept detailed records and metrics on the number of clients, the number of cases, types of cases, their outcomes, and other data.

Catholic Charities uses INSZoom, an industry standard online case management system, to efficiently document and track client visits, the number of clients served, services provided, application outcomes, case notes, and outreach activities. INSZoom facilitates case coordination, case supervision, quality control, and reporting capabilities. Key demographic INSZoom data is inputted in our agency-wide Salesforce database, where it is utilized to analyze trends in service, summarize outcomes for the department and agency, contribute to program planning, and improve quality.

Catholic Charities' databases are managed by our Director of Data Analytics and Quality Assurance, who leads our agency in continuous quality improvement.

Experience in managing confidential information, information gathering & sharing protocols.

Catholic Charities is accredited by the Council on Accreditation and as such adheres to the highest standards of client and data confidentiality. We have agency-wide policies to protect client and data confidentiality which are strictly adhered to by all staff members, and which are included in MOUs with partner agencies with whom we collaborate on gathering or sharing data. Our legal services are bound by California Code of Ethics. Partnership agencies prioritize client

confidentiality as a cornerstone of longstanding service provision in the community.

Partners' capacities & description of why this collaboration is an effective approach.

While there is significant need in Contra Costa County for immigration legal services – especially in today's political climate – the area is underserved. This proposal combines the substantial expertise of the three primary legal providers in the County – Catholic Charities, JFCS, and IIBA – with the expertise and outreach capacity of community-based organizations who are embedded in immigrant communities and/or in the process of expanding Countywide – MI, OCO, and BACR. Additionally, Centro Legal, the primary provider of removal defense legal services, will not only provide direct services under this contract but will also provide training and technical assistance that will allow other agencies to build capacity in Contra Costa, with the goal of amplifying reach and increasing the number of individuals defended in removal proceedings. Services will be provided countywide, with no area being left out.

E. Approach to the Scope

Your approach to accomplishing the activities and deliverables described in this RFP.

Timeline of Our Approach to the Scope: The Stand Together CoCo Partnership will begin its work with a two-month startup phase (January-February 2018), followed by a four-month implementation phase (March-June 2018). The proposed phasing of hiring and activities below is dependent on many factors, most significantly the ability of the partners to staff up quickly with new hires that possess the requisite skills and experience to immediately take on the deliverables assigned to them. At the beginning of the start-up phase, Catholic Charities will host a kickoff meeting with all partners, followed by weekly planning and collaboration calls for the duration of the startup phase, followed by bi-weekly calls thereafter. Additionally, Catholic Charities will host every other month in-person meetings with all partners that focus on

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intentional reflection on the quarter's successes and challenges, process quality improvement, and planning for the work upcoming.

In January 2018, our major goals are posting and hiring for all positions that do not start at the beginning of the contract period (the majority of the staff positions that need to be hired for this project will start February 1 including all regional community team positions – community responders and team coordinators – 1.0 FTE attorney hired by JFCS, and 1.0 FTE attorney hired by Catholic Charities). Immediately in January, Community Response Teams in each region will collaborate closely on hotline infrastructure establishment, start-up, testing, and administration, as well as planning for and fulfilling regional deliverables and connecting the Community Response Lead Agency with the Community Legal Services Lead Agency to ensure seamless communication, collaboration, and information-sharing. Additionally in January, the preparation, planning, and in-depth partner coordination begins for the accomplishment of major deliverables, including especially hotline staffing (begins in March), leadership development and training of staff and volunteers (begins in February for staff and April for volunteers), workshops and presentations including in-person and webinar presentations (begins in March), in-reach to county jails (begins in March), legal consultations (begins in March), outreach to the faith-based community (begins in March), outreach to school districts (begins in March), and legal representation (begins in January with Centro Legal taking cases immediately, with additional capacity beginning likely in February).

In February 2018 our goal is to begin the month fully staffed. Regarding deliverables, JFCS's newly hired attorney (1.0 FTE) and Catholic Charities' newly hired attorney (1.0 FTE) will begin taking deportation defense cases provided each agency is able to hire an experienced attorney on this accelerated schedule. Community Response Teams in each region will continue

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to collaborate closely on planning for deliverables and activities. Volunteer recruitment will begin for the leadership councils and peer responders. Leadership development and training begins for Partnership staff members.

In March 2018, the start-up phase ends and our implementation phase begins, with activity beginning on all deliverables that have not already begun: the hotline will be fully staffed and 24-hr operation begins; monthly in-reach presentations to county jails begin; community workshops and presentations begin; provision of consultations to community members begins; outreach to the faith community begins; and outreach to school districts begins. Additionally, volunteer recruitment continues for the leadership councils and peer responders. Leadership development and training continues for Partnership staff members.

In April 2018, Leadership Council meetings begin (with the understanding that recruitment for these councils will likely continue to be ongoing). The initial meeting schedule will be every other month as the project ramps up, with monthly meetings by the end of Year 1. Leadership development and training continues for Partnership staff members and begins for the newly recruited volunteers.

For the remainder of Year 1 (May and June 2018), collaboration, training, implementation, and ramping up of all activities will occur, so that by the end of Year 1, the Partnership has ramped up, is fully staffed and trained, and is ready to meet all expected deliverables and activities at the monthly rates included in the RFP through years 2 and 3.

Deliverables and Activities Roles & Details Included in Our Approach to the Scope:

Hotline Staffing: 24 hour a day 7 days per week staffing of the hotline by paid community response staff as well as a trained volunteer corps will be coordinated by the Community Response Leaders in each region (lead and staffed by OCO in West and East, and

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MI in Central County). Hotline staff will provide Contra Costa County residents who are threatened with deportation or in some way affected by immigration enforcement activity with information, support, and community navigation. When the hotline receives a call that someone has been detained (either just happened, or happened days or weeks ago), the hotline responders will send that information to the attorneys right away so that they can arrange to meet with the person as soon as possible. When a call comes in to report a raid, trained Legal Observers will be dispatched to document and verify. Our response model will be informed by the ACILEP hotline model in Alameda County. Regarding hotline scheduling, each of the Community Response Lead Agencies is responsible for filling 56 hours per week of hotline staffing timeslots. The Partnership will create a detailed coverage schedule and call routing plan based on client need and location.

Leadership Development: The Partnership will hire, train (including leadership development training) and manage Community Response Teams in each region to coordinate dispatch and response activities. The West and East County Community Response Teams and the corresponding leadership development activities will be led and staffed by OCO with MI leading in Central. In East County, BACR will support OCO in leadership development efforts.

Workshops and Presentations: The provision of workshops and presentations in each region (4 per region with 12 total over 6 months, reaching ~45 people per workshop, totaling 540 people reached countywide in 6 months; 24 workshops annually in Years 2 and 3 reaching ~45 each) will be co-led by the Community Response Lead Agency (OCO in West and East with BACR support in East, MI in Central) and the Community Legal Services Lead Agency (Catholic Charities in West, JFCS in Central, IIBA in East) in each region. Additionally, workshop and presentation content, community response, and other resources and information

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will be shared between each regional Community Response Team for the highest quality, most informed services. Lastly, although the RFP requests the livestream of these presentations and workshops, the Partnership agency is concerned that attendees of our presentations are often community members who would not want to attend an event that will be recorded – and safe, convenient community spaces may not be equipped for livestream. Therefore, we propose that the Partnership agencies collaborate on the development, provision, and distribution of a recorded webinar with comprehensive content. Workshops will begin in March; and one presentation will be provided per month per region from March to June, for a total of 12 in person presentations and workshops, plus one online webinar, in year one.

In-Reach to County Jails: Catholic Charities and OCO will partner to lead or coordinate monthly informational presentations for ICE detainees in West County jail, focusing on topics such as due process, immigration processes, and helpful resources. These monthly presentations will begin in March after our two-month start-up period, and will occur monthly from March 2018 on. Our goal will be to reach ~45 people at each presentation in order to fulfill the deliverable of 180 people reached in the first 6 months of the project, and will continue to provide monthly presentations in Years 2 and 3 reaching ~30 people each month.

Legal Consultations: The Community Legal Services Lead Agency in each of the three regions (Catholic Charities in West, JFCS in Central, IIBA in East) will be responsible for 150 consultations provided in their region, for a total of 450 free legal consultations provided to community members of the first 6 months of the grant period (900 annually in Years 2 and 3). Each consultation will advise on legal rights, immigration relief options, and referrals.

Train the Trainer and Leadership Development: The Community Response Lead Agency in each region of the county will be responsible for training their paid and volunteer

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community responders on crucial topics, recruiting members for and leading monthly Local Leadership Council meetings, and coordinating with the Community Response Teams in the other two regions to establish hotline dispatch and response schedules, shifts, and responsibilities. 10+ volunteers will be trained in each of the three regions, in addition to all of the paid staff on County Community Response Teams. A fully staffed and operational hotline will begin in March, leadership development and training of staff and volunteers will begin in February for staff and April for volunteers, and Leadership Council meetings will begin April and will be held every other month until the end of Year 1, after which they be monthly.

Faith-based Outreach: In each region of the county, our Community Response Lead Agency and our Community Legal Services Lead Agency will be partnering to reach out to and provide information to 12 faith-based organizations in the region, for a total of 36 faith-based organizations reached across the county during the first 6 months (72 annually in Years 2 & 3).

School District Outreach: In each region of the county, our Community Response Lead Agency will be responsible for establishing themselves as a single point of contact for local school districts, supporting them with information and resources. In West County, OCO will reach 3-4 school districts. In Central County, MI will reach 3 school districts. In East County, OCO will reach 3 school districts, and BACR will reach 1-2 school districts. School district outreach will begin in March after our two-month start-up period is over. By the end of the first 6 months, we will have reached 10-12 school districts (20-22 annually in Years 2 and 3).

Legal Representation: The 1.0 FTE Sr. Attorney will start taking cases in January, take 15 cases in Year 1, and provide technical assistance to other agencies on 10 more cases. JFCS and Catholic Charities' attorneys (1.0 FTE each) will start February 1, take 30-35 cases between them in Year 1, for a total of 45-50 cases. These Year 1 deliverables are only achievable if we

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are able to quickly hire attorneys experienced in removal defense. If we are not, these deliverables will need to be adjusted to account for a training period. Regardless, by the start of Year 2 the Partnership will have ramped up to take 10 cases per month (120 cases annually in Years 2 and 3).

Proposed approach as it relates to Contra Costa County's regions:

The Stand Together CoCo Partnership proposed in this application will cover the entirety of Contra Costa County. Catholic Charities, as the Administrative Lead on this project and the leader of the Community Response and Legal Services Hub, will have a countywide role coordinating the seamless provision of services across the county as well as close partner collaboration. We feel that it is important to unify the coordination of Community Response and Legal services into one hub for seamless information sharing and service provision. This is also why each region has a designated Community Response Lead Agency and Community Legal Services lead agency, described previously in the proposal as well as below.

Centro Legal will provide countywide services, representing clients as well as providing technical assistance to Partnership agencies to build countywide deportation defense capacity. Catholic Charities and JFCS will be hiring attorneys for the provision of deportation defense services and, while there might be a slight regional focus (West and Central, respectively), these agencies will be responsible for providing these services countywide. Countywide service presents somewhat of a challenge due to the large size of the county, but the partners are confident in the plan to cover all regions.

In addition to the countywide roles, the Partnership has designated a Community Response Lead Agency (responsible for the community response team and leadership council) and a Community Legal Services Lead Agency (responsible for connecting the legal response

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team with the community response team) in each of the three regions, responsible for the services in their region, sharing information about community needs, planning for community supports in the region, and closely collaborating on regional activities and deliverables like workshops/presentations, consultations, outreach to other regional community groups such as faith-based groups, and others. In West County, our Community Response Lead Agency is OCO, in Central is MI, and in East is OCO. In West County, our Community Legal Services Lead Agency is Catholic Charities, in Central is JFCS, and in East is IIBA, with BACR collaborating on community response and outreach activities in East County.

Methods to ensure consistency and coordination among partners including our role:

As the proposed coordinator of the Community Response and Legal Services Hub and Administrative Lead for the Stand Together CoCo Partnership, Catholic Charities will take a leadership role in ensuring consistency, coordination and communication between all partners and the Public Defender's Office. Our intention is that the project benefits from the framework of structured communication and collaboration at all levels of the project in order to ensure success. In terms of overall coordination between all the Partnership agencies, at the beginning of January 2018, Catholic Charities will host a kickoff meeting with all partners to officially begin the work of the project, collaborate with partners on initial activities, and agree upon plans moving forward. After the kickoff meeting, Catholic Charities will host weekly conference calls with all partners during the first two months of the project, which we consider the start-up phase. After the start-up phase is complete, Catholic Charities will host every other week conference calls with all partners for continued collaboration and coordination. Catholic Charities will also host every other month (or monthly if needed) in-person partner meetings for the purpose of evaluation of progress and detailed planning of the work upcoming. Catholic Charities will be in

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regular contact with the Public Defender's Office for the purpose of coordination, collaboration, information-sharing, and administrative duties.

In addition, the leaders of the Community Response Teams in each region will be constantly communicating and collaborating to ensure consistency of activities, share challenges and strategies, and collaborate on deliverables and outreach. The Community Legal Services Lead Agencies in each region will each have a part-time legal assistant to support their role of regularly connecting with the Community Response Teams to share important regional information, collaborate on regional deliverables, and coordinate the referral of community members in need of legal support from the hotline.

Important elements necessary to success for a multi-partner combined-services project:

In addition to the intentional in person and phone communication structure described above, there are several other elements that our Partnership considers key to the success of this project, all of which are crucial in the initial months. The first is all partners' commitment to the community we serve and the goals of this project. Each agency individually has a fervent, long-term commitment to our community and to the goals of this project; and further, have worked together for many years closely and productively. As such, we know that all partners can commit to being flexible and responsive as this project and the needs of the community unfold. We are ready to adjust course quickly if need be, and have established an ongoing structure of evaluation and process improvement. It will also be important that the Partnership agencies agree upon key policies around data sharing, confidentiality, attendance at collaborative meetings, and responsibilities around activities/deliverables. Partners will also commit to consistent data and deliverables tracking and data compilation practices in order to quantify progress and outcomes across the project. Partners will also collaborate closely on capacity-building within the

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partnership, especially amongst newly hired positions, but also amongst the agencies themselves.

All of the partners have deep expertise in various areas of service that will benefit the Partnership and the communities we serve, and it will be important to leverage all of that expertise to build capacity in key areas of service and expertise throughout the Partnership and County.

Alignment of the scope of work with the organization's other activities, projects, or resources:

Catholic Charities', as well as the other Partnership agencies', proposed scope of work on this project aligns with, complements, and leverages our organization's existing work and priorities. At Catholic Charities, we have been providing Immigration Legal Services to immigrant communities in Contra Costa County since 1980, and we currently have two offices in the county (in Richmond and Concord) where we provide these services. We know the need in the county is high, and it is one of our organization's goals to take a leadership role in ensuring that immigrants in Contra Costa County are protected and provided the services that they need during these scary and uncertain times. Catholic Charities has funding to provide Know Your Rights presentations and legal consultations in the county that can be leveraged to help achieve the goals of this project. Catholic Charities also has significant legal staff in Contra Costa County that are ready to support on this project even though they are not funded by the Stand Together CoCo budget. The Stand Together CoCo Partnership agencies largely have funding for related services that can be leveraged to increase the impact of this project as well as staff, expertise, and deep community connections that will be leveraged in support of the goals of Stand Together CoCo. All of our agencies prioritize supporting and protecting the vulnerable immigrant communities in Contra Costa County, and this project is directly in line with all of our collective goals.

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Attachment A: Project Timeline

Task Name		Q1			Q2			Q3			Q4			Q1			Q2		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
1	- Year 1: Start-Up & Implementation	Year 1: Start-Up & Implementation																	
2	Start-Up Phase: hiring, training, planning, & coordinating for all deliverables & activities	Start-Up Phase: hiring, training, planning, & coordinating for all deliverables & activities																	
3	Catholic Charities hosts all partner kickoff meeting	Catholic Charities hosts all partner kickoff meeting																	
4	Centro Legal starts taking cases	Centro Legal starts taking cases																	
5	Hiring for all positions that did not start 1/2/18	Hiring for all positions that did not start 1/2/18																	
6	Project is fully staffed	Project is fully staffed																	
7	Catholic Charities & JFCS start taking cases	Catholic Charities & JFCS start taking cases																	
8	Training & leadership development begins for staff	Training & leadership development begins for staff																	
9	Volunteer recruitment begins	Volunteer recruitment begins																	
10	Implementation Phase: Activity on all deliverables in underway	Implementation Phase: Activity on all deliverables in underway																	
11	Hotline operation begins	Hotline operation begins																	
12	Workshops & presentations begin in all regions (as does webinar development)	Workshops & presentations begin in all regions (as does webinar development)																	
13	In-reach to county jails begins	In-reach to county jails begins																	
14	Legal consultations begin in all regions	Legal consultations begin in all regions																	
15	Outreach to the faith-based community and school districts begins	Outreach to the faith-based community and school districts begins																	
16	Leadership Councils begin meeting	Leadership Councils begin meeting																	
17	Training & leadership development begins for volunteers	Training & leadership development begins for volunteers																	
18	Year 2: Deliverables achieved at rates in RFP																		
19	Year 3: Deliverables achieved at rates in RFP																		

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Attachment B: Project Budget

Stand Together CoCo, Budget		Annual cost per FTE / Item	FTE on project / Number of Items	Year 1 (FY17-18) (6 months)	Year 2 (FY18-19)	Year 3 (FY19-20)
Costs						
	Host (Office of the Public Defender)					
	Costs for Host		1.20	\$82,300	\$84,300	\$76,800
	Community Response Team					
	Stand Together Community Hub Coordinator	\$ 60,000	1.00	\$30,000	\$60,000	\$60,000
	Community Response Leader (West County)	\$ 57,000	1.00	\$28,500	\$57,000	\$57,000
	Community Response Leader (East County)	\$ 57,000	1.00	\$28,500	\$57,000	\$57,000
	Community Response Coordinator	\$ 31,200	0.50	\$7,800	\$15,600	\$15,600
	Community Organizer	\$ 35,360	0.75	\$13,260	\$26,520	\$26,520
	Community Engagement Manager	\$ 54,000	0.40	\$10,800	\$16,600	\$16,600
	Local Responders (benefitted) (Six 0.50 FTE paid @ \$15/hr)		3.00	\$49,400	\$110,560	\$110,560
	Benefits (@ 20%)	20%	7.65	\$33,652	\$68,655	\$68,655
	Local Responders (stipended) (Four @ 7 hrs/wk, or Four 0.175 FTE)		0.70	\$9,100	\$18,840	\$18,840
	Print materials @ approx. \$1,600 for Spanish, \$500 per language in the top six languages	460	10	\$2,300	\$4,000	\$4,000
	Other: Laptops (3 @ \$500 ea.)	500	3	\$1,500	\$0	\$0
	Other: Training Stipends (4 @ \$690 ea. per yr.)	690	4	\$1,380	\$2,760	\$2,760
	Other: Meeting expense (food, childcare, etc) (\$240/workshop @ 24 per yr.)	240	24	\$2,880	\$5,760	\$5,760
	Cell phones (per FTE, @ \$50/ FTE /month) (15 FTE)	50	180	\$4,500	\$9,000	\$9,000
	Local mileage for Community Action Unit @ approx. 1410 miles/month @ \$.535/mile	0.535	16910	\$5,523	\$9,047	\$9,047
	Indirect @ 12% of all program costs	12%		\$27,491	\$55,361	\$55,361
	Costs for Community Action Unit			\$256,586	\$516,703	\$516,703
	Legal Services Team					
	Senior Attorney (including technical assistance)	\$ 85,000	1.00	\$42,500	\$85,000	\$85,000
	Staff Attorney	\$ 66,000	2.20	\$72,230	\$152,234	\$152,558
	Legal Services Assistant	\$ 38,966	0.75	\$14,782	\$21,565	\$21,565
	Benefits (@ 20%)	20%	3.95	\$25,902	\$51,760	\$51,825
	Cell phones @ \$50/FTE/month (3.0 FTE attorneys)	50	36	\$900	\$1,800	\$1,800
	Document translation costs	250	10	\$1,500	\$2,500	\$2,500
	Other: Supplies	168.8	10	\$844	\$1,688	\$1,688
	Other: Photocopying	100	10	\$500	\$1,000	\$1,000
	Other: Computers & Software (3 @ \$500 ea.)	500	3	\$1,500	\$0	\$0
	Other: Litigation & Legal Filing Fees	120	10	\$1,200	\$2,400	\$2,400
	Local mileage for Attorneys @ 200 miles/month/FTE @ \$.535/mile (3.0 FTE attorneys)	0.535	7200	\$1,926	\$3,852	\$3,852
	Indirect @ 12% of all program costs (excluding consultants and non-recurring costs)	12%		\$19,654	\$38,856	\$38,902
	Costs for Legal Services Unit			\$183,438	\$362,655	\$363,090
	Flexible legal defense funds/litigation expenses including expert witnesses			\$ 2,635	\$ 2,000	\$ 2,200
	Fiscal Fee for Catholic Charities as Lead Agency (10%)	10%		\$49,184	\$97,927	\$97,998
	Total Operating Costs			\$ 574,143	\$ 1,063,585	\$ 1,056,791

The Stand Together CoCo Partnership proposes a three-year budget (with Year 1 representing 6 months). Year 1 budgeted expenses have been carefully tailored to fit programmatic need, with Years 2 and 3 following the budget priorities set in Year 1. Because of the start-up nature of this project, it is the Partnership's intention to reflect on the budgeted expenses, actual expenses incurred, and community needs at the end of Year 1 in order to revise the Years 2 and 3 budgeted amounts to best serve community needs and reflect Partnership priorities.

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Attachment B: Project Budget

YEAR 1 (FY17-18) (6 months)										
Stand Together CoCo, Budget		TOTAL	Catholic Charities	Centro Legal	JFCS-EB	IIBA	MI	OCO	BACR	Public Defender
Costs	Host (Office of the Public Defender)									
	Costs for Host	\$82,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,300
Community Response Team										
Stand Together Community Hub Coordinator		\$30,000	\$30,000							
Community Response Leader (West County)		\$28,500						\$28,500		
Community Response Leader (East County)		\$28,500						\$28,500		
Community Response Coordinator		\$7,800					\$7,800			
Community Organizer		\$13,260					\$13,260			
Community Engagement Manager		\$10,800					\$10,800			
Local Responders (benefitted) (Six 0.50 FTE paid @ \$15/hr)		\$49,400								
Benefits (@ 20%)		\$33,652	\$6,000		\$0	\$0	\$6,372	\$36,400	\$13,000	
Local Responders (stipended) (Four @ 7 hrs/wk, or Four 0.175 FTE)		\$9,100	\$0	\$0		\$0	\$6,372	\$18,680	\$2,600	
Print materials @ approx. \$1,600 for Spanish, \$500 per language in the top six languages		\$2,300	\$500				\$9,100			
Other: Laptops (3 @ \$500 ea.)		\$1,500	\$500					\$1,300	\$500	
Other: Training Stipends (4 @ \$690 ea. per yr.)		\$1,380					\$1,000			
Other: Meeting expense (food, childcare, etc) (\$240/workshop @ 24 per yr.)		\$2,880					\$1,380	\$1,520		
Cell phones (per FTE, @ \$50/ FTE /month) (15 FTE)		\$4,500	\$2,100				\$1,360	\$1,800	\$600	
Local mileage for Community Action Unit @ approx. 1410 miles/month @ \$.535/mile		\$5,523	\$1,222				\$1,222	\$2,444	\$635	
Indirect @ 12% of all program costs		\$27,491	\$4,839	\$0	\$0	\$0	\$6,275	\$14,297	\$2,080	
Costs for Community Action Unit		\$256,586	\$45,161	\$0	\$0	\$0	\$58,569	\$133,441	\$19,415	\$0
Legal Services Team										
Senior Attorney (including technical assistance)		\$42,500	\$0	\$42,500						
Staff Attorney		\$72,230	\$27,500		\$27,917	\$16,813				
Legal Services Assistant		\$14,782	\$4,871		\$4,388	\$5,524				
Benefits (@ 20%)		\$25,902	\$6,474	\$8,500	\$6,461	\$4,467				
Cell phones @ \$50/ FTE /month (3.0 FTE attorneys)		\$900	\$300	\$300	\$300					
Document translation costs		\$1,500	\$1,500							
Other: Supplies		\$844								
Other: Photocopying		\$500			\$400	\$444				
Other: Computers & Software (3 @ \$500 ea.)		\$1,500	\$500	\$500	\$250	\$250				
Other: Litigation & Legal Filing Fees		\$1,200	\$500	\$200	\$500	\$0				
Local mileage for Attorneys @ 200 miles/month/ FTE @ \$.535/mile (3.0 FTE attorneys)		\$1,976	\$642		\$642	\$642				
Indirect @ 12% of all program costs (excluding consultants and non-recurring costs)		\$19,654	\$5,074	\$6,240	\$4,963	\$3,377	\$0	\$0	\$0	
Costs for Legal Services Unit		\$183,438	\$47,361	\$58,240	\$46,320	\$31,517	\$0	\$0	\$0	\$0
Flexible legal defense funds/litigation expenses including expert witnesses		\$2,635	\$2,635	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fiscal Fee for Catholic Charities as Lead Agency (10%)		\$49,184	\$49,184							
Total Operating Costs		\$574,143	\$144,341	\$58,240	\$46,320	\$31,517	\$58,569	\$133,441	\$19,415	\$82,300

Catholic Charities of the East Bay (Lead Applicant)
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Attachment C: Project Budget Narrative

Community Response Team: Yr. 1 Total \$256,586 (Yr 2: \$516,703, Yr 3: \$516,703)

Catholic Charities: 1.0 FTE Community Hub Coordinator will provide overall coordination of community and legal response, and will be hired at \$60,000 annual salary with \$30,000 paid in Year 1 and \$60,000 in Years 2 and 3.

OCO: Two 1.0 FTE Community Response Leaders will be hired at the annual salary of \$57,000 to provide overall response coordination of community response teams in East and West County including hotline, dispatch, training, and support. \$28,500 will be paid to each position in Year 1 with \$57,000 paid in Years 2 and 3.

Monument Impact: The 0.5 FTE Community Response Coordinator (\$31,200 annual salary, paid \$7,800 in Year 1, \$15,600 in Years 2 and 3), 0.75 Community Organizer (\$35,360 annual salary, paid \$13,260 in Year 1 and \$26,520 in Years 2 and 3), and 0.4 Community Engagement Manager (\$54,000 annual salary, paid \$10,800 in Year 1 and \$16,600 in Years 2 and 3), will coordinate the Central County Community Response Team, including hotline staffing and dispatch, community organizing, outreach, and training and leadership development.

Six 0.5 FTE local responders paid at \$15/hr plus benefits will be hired (2 by OCO for West County, 2 by OCO for East County, and 2 by BACR for East County). Two additional responders are needed in East County due to the large size of the region and the underserved nature of the community. In Year 1, \$49,400 will be paid out in total to these positions, with \$110,560 in Years 2 and 3. These positions are responsible for staffing the hotline and providing dispatch, rapid response, and community navigation services.

Benefits for all of the positions described above are paid at 20% as a cap. In Year 1, \$33,652 will be paid in benefits, with \$68,655 in Years 2 and 3.

Four stipended local responders will be hired by Monument Impact to serve Central County

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at 7 hours per week each. These positions are responsible for staffing the hotline and providing dispatch, rapid response, and community navigation services. In Year 1, \$9,100 will be paid out to these positions total, with \$18,840 in Years 2 & 3.

The Partnership's Community Response Team will charge some key non-personnel direct costs that are essential to providing these services including: Print materials in multiple languages (\$2,300 in Year 1 and \$4,000 for Years 2 and 3); Laptops (3 laptops at \$500 each for a total of \$1,500 expended in Year 1); Training stipends for responders (\$1,380 in Year 1 and \$2,760 in Years 2 and 3); Meeting expenses including food and childcare for workshops/presentations (\$2,880 in Year 1 and \$5,760 in Years 2 and 3); 15 cell phones at \$50/month (\$4,500 in Year 1 and \$9,000 in Years 2 and 3); and Local mileage at 1,410 miles per month (\$5,523 in Year 1 and \$9,047 in Years 2 and 3). All agencies will receive the max 12% indirect rate, which totals \$27,491 for the Community Response Team for Year 1 and \$55,361 for Years 2 and 3.

Legal Services Team: Yr. 1 Total \$183,438 (Yr 2: \$362,655, Yr 3: \$363,090)

The 1.0 FTE Sr. Attorney (from Centro Legal) will provide legal representation deportation defense cases and technical assistance to the other legal services providers countywide. The annual salary is \$85,000 (\$42,500 paid in Year 1 and \$85,000 in Years 2 and 3).

2.2 FTE Attorneys at \$66,000 annual salaries for the first two, and \$84,063 for the last one (1.0 FTE from Catholic Charities, 1.0 FTE from JFCS, 0.2 FTE from IIBA). In total on the combined 2.2 FTE positions, \$72,230 will be expended in Year 1 with \$152,234 in Year 2 and \$152,558 in Year 3. The attorneys will provide deportation defense, legal consultations, and community workshops and support.

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Attachment C: Project Budget Narrative

Three 0.25 FTE Legal Services Assistants will be supported at each of the regional Legal Services Lead Agencies: Catholic Charities, JFCS, and IIBA, and their role will be to connect the legal services teams to the community response teams. In total in Year 1, these positions will cost \$14,782, with \$21,565 in Years 2 and 3.

Benefits for all of the positions described above are paid at 20% as a cap. In Year 1, \$25,902 will be paid in benefits, with \$51,760 in Year 2, and \$51,825 in Year 3.

The Partnership's Legal Services Team will charge some key non-personnel direct costs that are essential to providing these services including: 3 cell phones at \$50/month (Year 1: \$900, and \$1,800 in Years 2 and 3); document translation costs at \$250 per, with 10 per year (Year 1: \$1,500, and \$2,500 in years 2 and 3); supplies (\$844 in Year 1, and \$1,688 in Years 2 and 3); photocopying (\$500 in Year 1 and \$1,000 in Years 2 and 3); 3 computers at \$500 each (\$1,500 in year 1); litigation and legal filing fees (\$1,200 in Year 1 and \$2,400 in Years 2 and 3); and mileage (\$1,926 in Year 1, and \$3,852 in Years 2 and 3). All agencies will receive the max 12% indirect rate, which totals \$19,654 for Year 1, \$38,856 for Year 2 and \$38,902 for Year 3. A flexible legal fund for litigation expenses will be available at \$2,635 in Year 1, \$2,000 in Year 2, and \$2,200 in Year 3.

Catholic Charities will charge a 10% fiscal agent fee for our administrative role in the project totaling \$49,184 in Year 1, \$97,927 in Year 2, and \$97,998 in Year 3.

The Stand Together CoCo Partnership agencies have some funding for related services that can be leveraged to increase the impact of this project as well as staff, expertise, and deep community connections that will be leveraged in support of the goals of Stand Together CoCo.

ATTACHEMENT D: PROJECT RESUMES & JOB DESCRIPTIONS

Chuck Fernandez, MA-Organization Development, MBA, MS-IS, CPA
(inactive) cfernandez@cceb.org

PROFESSIONAL HISTORY

Catholic Charities of the East Bay, Oakland, CA.

Chief Executive Officer – May 2014 to Present

Responsible for a \$6M budget, 60 employees, and all matters related to human resources, administration, accounting and finance, fundraising, grants, and all client programs. Catholic Charities provides over 20 programs in Alameda and Contra Costa Counties.

Catholic Charities of the Diocese of Santa Rosa, Santa Rosa, CA

Executive Director - March 2011 to May 2014

Responsible for a \$7.6M budget, 90 employees, and all matters related to human resources, administration, accounting and finance, fundraising, grants, social enterprise, expansion, and client programs including homeless shelter and housing, seniors, food distribution, outreach, immigration, and volunteer coordination. Catholic Charities provides over 30 programs in four counties. Changed staffing mix to include more experienced and degreed professionals.

Lake County Mental Health Department - Lakeport, CA

Deputy Director, Fiscal Administration November 2008 to October 2009

Responsible for all fiscal and operational matters of the department including billing, collections, federal and state reporting, IT, contracts, managed care, and reception.

Sutter Medical Foundation North Bay, Santa Rosa, CA

Finance Director October 2007 to March 2008

Responsible for accounting, billing and collections, financial analysis, and revenue cycle.

Mendocino Community Health Clinic, Inc. Ukiah, CA

Chief Financial Officer February 2005 to August 2007

Responsible for all financial matters of the organization; partnered with CEO, management team, and board of directors to design and oversee the strategy, operations and performance of the clinics.

Petaluma Health Center, Petaluma, CA

Chief Financial Officer 2003 to February 2005

Responsible for financial records of the center and compliance with laws and regulations.

Director of Operations July 2002 to 2003

Responsible for non-clinical operations including: reception, referrals, medical records, outreach, human resources, management information systems, scheduling, facilities maintenance, and billing.

Kaiser Permanente, Northern California Region 1991 to 2002

Service Area Leader Santa Rosa 2001 to May 2002

Responsible for patient billing and collection of non-dues revenue for four business offices. This included all patient and third-party billing, disability, and other claims.

Contracts Manager Oakland 2000 to 2001

Worked with physicians and finance in three medical facilities to contract for outside medical services.

Project Manager Santa Rosa 1997 to 2000

Managed implementation of two corporate initiatives: Adult Primary Care (integrated team-based model) and the Regional Appointment and Advice Call Center.

Medical Office Financial Analyst Santa Rosa February 1991 to 1997

Managed \$60 million budget; worked with physicians and managers to develop, implement, and monitor budgets; created monthly reporting system of financial and operational results.

Southern Pacific Transportation Company, San Francisco, CA

Manager of Internal Audits 1981 to 1991

Supervised operational and financial internal audits; facilitated the annual audit with external auditors; developed workflow analysis and standard audit plans; implemented internal control systems resulting in financial savings and improved operational efficiencies.

Alexander Grant & Company, Honolulu, Hawaii

Staff auditor 1978-1980

Performed the detailed work of various financial audits under the supervision of senior accountants and managing partner.

EDUCATION

- Master of Arts, Organization Development, Sonoma State University, May 2010
- University of Notre Dame Mission to Service Leadership Program, October 2010
- UCLA/J&J/HRSA Resident Health Care Executive Program, June 2007
- Master of Science, Information Systems, Golden Gate University, San Francisco, CA 1987
- Master of Business Administration, Accounting, University of Dayton, Dayton, OH 1977
- Bachelor of Science, Business Administration, University of Colorado, Boulder, CO 1976
- Certified Public Accountant (CPA), State of Hawaii, Certificate #1816, 1980 (license not active)

Lisa Knox

EDUCATION

Columbia University School of Law, New York, New York

Juris Doctor, May 2011

Honors: Hamilton Fellow, Harlan Fiske Stone Scholar

Activities: Frederick Douglass Moot Court (labor/employment law) 2008-2009 Human Rights Law Review 2009-2010 Board Member

University of California, Berkeley, College of Letters and Science, Berkeley, California

Bachelor of Arts in Political Science (emphasis in Comparative Politics) and History (emphasis in United States social history), May 2004

Honors: Highest Honors in History
Alumni Scholar

EXPERIENCE

Centro Legal de la Raza

Oakland, California

Immigration Managing Attorney

July 2017 – Present

- Co-manage Detention Project, including attorney and support staff supervision, in addition to Staff Attorney duties

Immigration Staff Attorney

February 2016 – July 2017

- Represent detained and non-detained individuals in removal proceedings before San Francisco Immigration Court
- Prepare and file affirmative applications for relief, including DACA
- Supervise intake clinics at two local detention centers

East Bay Community Law Center

Berkeley, California

Staff Attorney and Clinical Instructor

May 2015 – Present

- Provide direct representation of individuals in immigration proceedings, including AWCs and UACs
- Prepare and file affirmative applications for relief, including DACA
- Conduct outreach/KYR presentations to community organizations

Van Der Hout, Brigagliano & Nightingale LLP

San Francisco, California

Associate Attorney

April 2013 – May 2015

Attorney

December 2012- April 2013

- Provided direct representation of individuals in immigration proceedings, including representation in bond hearings
- Prepared and filed affirmative applications for relief, including asylum, adjustment of status, waivers of inadmissibility, DACA, U visa and naturalization
- Drafted briefing for cases before the Board of Immigration Appeals and the Ninth

Circuit Court of Appeals

Lawyers' Committee for Civil Rights

San Francisco, California

Attorney

July 2012 – October 2012

- Oversaw reentry legal services clinic and provided or secured representation where appropriate
- Supervised volunteer attorneys, law clerk and program coordinator
- Engaged in coalition--based policy advocacy at state and local level to limit law enforcement cooperation with ICE

Immigrant Justice Fellow

- Drafted memos, declarations and legal briefs, participated in settlement negotiations and served as client contact for *de--Abadia--Peixoto v. DHS* (N.D. Cal)
- Investigated and proposed potential litigation to address DHS refusal to issue temporary green cards to LPRs in immigration proceedings

Beldock, Levine & Hoffman LLP

New York, New York

Summer Associate

May-August 2010

- Conducted legal research for civil rights litigation firm on issues relevant to Section 1983, employment discrimination, and other civil rights claims
- Drafted *habeas ad testificandum* motion and order to facilitate deposition of prisoner
- Co-authored book chapter on application of international human rights standards to prison health services litigation, and report on guardianship standards for the mentally disabled under New York state law

Columbia University School of Law Human Rights Clinic

New York, New York

Teaching Assistant

September 2010 – May 2011

- Led project team drafting report examining Walmart Corporate Social Responsibility policies and their relation to labor practices of supplier factories
- Administered project team and provided substantive input and editing for stakeholder report to U.N. Committee on Civil and Political Rights ahead of U.S. periodic review

Student Advocate/Researcher

September 2009 – May 2010

- Conducted research, analysis and client interviews for Inter-American Commission case regarding unlawful expulsion of Haitian migrants from the Dominican Republic
- Drafted policy brief on post-earthquake protection concerns for Haitian migrants in the Dominican border region that was presented to State Department officials

ADDITIONAL INFORMATION

Bar Admission: California, December 2011; Ninth Circuit Court of Appeals

Language Skills: Spanish (proficient)

JUAN ORTIZ
jortiz@iibayarea.org

EDUCATION

Whittier School of Law, Costa Mesa, California
Juris Doctor, June 2010

California State University, San Francisco, San Francisco, California
Bachelor of Arts, Criminal Justice, May 2006

BAR ADMISSION

State Bar of California, # 277162, admitted June 2011

PROFESSIONAL EXPERIENCE

International Institute of the Bay Area, Antioch, California
Program Director – Contra Costa County, November 2012 - Present

- Recruit, train and supervise staff and volunteers
- Manage program including community relations and program budget
- Maintain and develop collaborative and professional relationships
- Coordinate and perform community outreach and education
- Ensure compliance with grant deliverables and reporting requirements

International Institute of the Bay Area, Antioch, California
Staff Attorney, June 2011 – Present

- Conduct client consultations to answer general immigration questions and to determine immigration relief eligibility
- Represent clients in immigration applications including family petitions, adjustment of status, consular processing, naturalization, green card renewal, DACA, and U-visa
- Represent clients at naturalization and adjustment of status interviews before USCIS

International Institute of the Bay Area, Oakland, California
Legal Fellow, September 2010 – May 2011

- Conducted client intake interviews to determine immigration relief eligibility through programs such as U-Visa, Violence Against Women Act, and Deferred Action for Childhood Arrivals
- Managed caseload of immigration applications including U-Visa, VAWA, and adjustment of status

LANGUAGES

- Fluent in Spanish

Position Title: Stand Together CoCo Community Response & Legal Services Hub Coordinator

Area/Program Focus: Immigration Legal Services

Position Summary:

Catholic Charities of the East Bay (CCEB) works with youth, children and families to promote self-sufficiency, strengthen families and pursue safety and justice. The Immigration Legal Services Department has provided relief for immigrants and refugees for over 35 years. With a full staff of five attorneys, two Board of Immigration Appeals (BIA) accredited representatives, paralegals, legal assistants, law students and support staff in Oakland, Concord, and Richmond, CCEB is one of the largest providers of immigration legal services for low income families in the East Bay.

The Coordinator is responsible for the management and Coordination of the Stand Together CoCo Partnership, including coordinating of meetings; deliverables planning, achievement, and tracking; project reporting; and facilitating communication and information sharing between the Partnership agencies.

The Coordinator position will be based in Concord or Richmond. Periodic travel to each of the three offices may be required, as well as frequent travel throughout Contra Costa County for community and Partnership events.

Essential Responsibilities:

- Plan for and implement the Stand Together CoCo Partnership deliverables and activities in coordination with CCEB staff and partner agencies.
- Plan, coordinate, and in some cases provide up to date Know-Your-Rights presentations to the immigrant community on their individual rights, current immigration law and policy topics.
- Collaborate with parishes and congregations, community centers, community-based organizations, and schools to coordinate Know-Your-Rights education and the provision of immigration legal services.
- Collaborate with other legal service providers and organizing groups in the community to work together, share information and organize trainings.
- Coordinate screenings for potential immigration relief.
- Prepare written materials, including flyers and handouts, for community events.
- Attend trainings and courses to remain updated on immigration law and policy.
- Develop relationships with media outlets and other partners to share stories and promote events.
- Work closely with Immigration Legal Services staff in coordinating legal representation for eligible clients.
- Maintain accurate and up-to-date client information in database.
- Assist with recruiting, training, and supervision of volunteers.

- Other duties as assigned.

Success Metrics:

- Assist Program Coordinator and Manager of Immigration Legal Services in working towards overall success of the Stand Together CoCo project through coordinating activities, deliverables, and partner communication.

Qualifications/Requirements:

- Associate's or Bachelor's Degree or University level education equivalent from other countries
- Must be fluent in spoken and written Spanish
- Experience working with low-income, immigrant, and monolingual Spanish-speaking communities
- Strong administrative, organizational, interpersonal, verbal communication, and writing and presentation skills are required
- Effective public speaker
- Must have proven and strong leadership skills
- Professional technology skills including Microsoft Word, Excel, and PowerPoint, Adobe Acrobat, and database software. Ability to scan, edit and create PDF files and experience with shared folders
- Experience with data entry and reporting with software
- High level of independent judgment
- High analytical abilities to spot issues and plan legal services for clients

Position Title: Immigration Attorney – Catholic Charities Richmond Office

Position Summary: Catholic Charities of the East Bay (CCEB) works with youth, children and families to promote self-sufficiency, strengthen families and pursue safety and justice. The Immigration Legal Services Department has provided relief for immigrants and refugees for over 35 years. With a full staff of attorneys, Department of Justice (DOJ) accredited representatives, paralegals, law students and support staff in Oakland, Concord, and Richmond, CCEB is one of the largest providers of immigration legal services for low-income families in the East Bay. The Immigration Attorney is responsible for providing direct legal representation to detained and non-detained clients who are in removal proceedings before the San Francisco Immigration court. The Immigration Attorney will also prepare and submit applications, legal briefs, and supporting documentation for cases involving asylum, withholding of removal, relief under the Convention Against Torture, U visa, VAWA, and adjustment of status with applicable waivers, refugee waivers, and Special Immigrant Juvenile Status will also in family based immigration, U-Visa and VAWA applications, DACA and naturalization cases. A successful candidate for this position will be a currently licensed immigration attorney experienced in the provision of immigration legal services. The attorney supervises the work of paralegals and accredited representatives in representing clients. The attorney works with the legal program staff to provide guidance and assistance on cases; the attorney also provides community presentations on immigration law and immigrant rights. The attorney position will be based in Richmond.

Reports to: Supervising Attorney, Immigration Legal Services

Supervisory Responsibility: Supervision of DOJ accredited representatives, legal assistants, law students and other support staff and participation in case rounds.

Essential Responsibilities:

- Directly representing non-detained and detained individuals in removal proceedings before the San Francisco Immigration Court;
- Preparing and submitting applications, legal briefs, and supporting documentation for cases involving asylum, withholding of removal, relief under the Convention Against Torture, U visa, VAWA, and adjustment of status with applicable waivers, refugee waivers, and Special Immigrant Juvenile Status;
- Visiting detained individuals at Bay Area detention centers;
- Provide direct legal services by meeting with clients, preparing applications for relief, drafting client declarations, and submitting cases to Executive Office of Immigration Review ("EOIR") and U.S. Citizenship and Immigration Services ("USCIS")
- Representing clients in administrative interviews before USCIS
- Attend trainings and courses to remain updated on immigration law and policy.
- Maintaining accurate and up-to-date client information in database.
- Assist with recruiting, training, and supervision of legal department volunteers.
- Participate in workshops for the public and collaborative partners on basic pathways to citizenship, benefits eligibility, understanding individual rights, and other topics.
- Collaborate with partner organizations to refer clients to legal and mental health services as appropriate

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- Conduct outreach events and presentations, including know-your-rights workshops and legal screening events to increase awareness of pathways to relief, legal rights and responsibilities, and enable access to legal resources

Success Metrics:

- Assist Manager of Immigration Legal Services in working towards sustainability
- Provide accurate data collection for grant reporting and proposals
- Provide legal immigration consultations to determine eligibility for forms of relief
- Represent clients in applications for legal status, including family based immigration, U-Visa and VAWA applications, DACA and naturalization cases
- Directly representing non-detained and detained individuals in removal proceedings before the San Francisco Immigration Court

Qualifications/Requirements:

- Membership and good standing in the California State Bar
- JD or LLM from ABA law school
- 3-5 years of experience providing legal representation to non-citizens before the Executive Office of Immigration Review and Citizenship & Immigration Services
- Advanced understanding of immigration and citizenship law and procedure, including family based immigration, consular processing, waivers of grounds of inadmissibility, U visa and VAWA, T visa, adjustment of status, asylum, Special Immigrant Juvenile Status (SIJS), naturalization and DACA
- Minimum of two years of direct immigration legal service experience including representing clients in the above subject areas before EOIR and/or USCIS
- Spanish language fluency
- Experience supervising and managing paralegals, accredited representatives and/or law student interns, including training and working towards office goals
- Competency to serve clients from a variety of cultures
- High level of independent judgment
- High analytical abilities to spot issues and plan legal services for clients
- Professional level skills using Word, Excel, and Acrobat. Proven ability to master legal database systems

Core Competencies:

- Demonstrates a fundamental respect for the dignity of others. Works collegially and is a proven team builder. Inclined to coach and teach in order to improve knowledge and ability of others, but holds people accountable for results
- Understands and values quality improvement. Able to effectively address overlapping projects and deadlines. Adaptable and reliable in face of conflict, crisis, or changing priorities
- A demonstrated commitment to diversity and inclusion; valuing a diversity of perspectives and encouraging contributions by all team members
- Ability to be a team leader and a team member
- Ability to thrive in a flexible, fast-paced, accredited, and growth oriented environment while maintaining a positive solution oriented approach
- High analytical abilities to process large amounts of data from multiple sources. Ability to prioritize across multiple types of work and coordinate the work of others
- Ability to network and interact internally and externally

Position Title: Immigration Legal Assistant
(Template from Catholic Charities, to be adapted and used by partner agencies that have this position funded through this proposal)

Position Summary: Catholic Charities of the East Bay (CCEB) is strongly committed to the well-being and self-sufficiency of immigrant families. The Immigration Legal Services Department provides low-income families with free and low cost quality legal immigration and citizenship services. We have offices in Richmond, Concord and Oakland.

The Immigration Legal Assistant works as an integral part of a team of immigration attorneys, Board of Immigration Appeals (BIA) accredited representatives, paralegals, legal assistants, law student interns and support staff. The Legal Assistant assists in implementing best practices for legal case management, outreach, fee collection, database management, volunteer recruitment and retention, throughout the three main Legal Services office locations.

This position is responsible for answering phone calls and voicemails, responding to client requests in person and online, working with the Administrative Coordinator in the Richmond office in accepting payments from clients, developing case opening and closing procedures with the Legal Services staff. This person will also assist with document translations and other administrative tasks, including ordering supplies and deposits.

This position will be housed in our Richmond office. Periodic travel to each of the three offices may be required for case rounds and staff meetings.

Reports to: Legal Services Program Manager

Supervisory Responsibility: Direct supervision of office volunteers.

Responsibilities: All responsibilities will be in line with the Council on Accreditation (COA) standards including:

Essential Responsibilities:

- Answer phone calls, voicemails, walk-in questions and online requests, schedule appointments at their respective office location
- Enter data on client notes, census/demographic data, and receipt notices
- Open all mail and provide administrative support to Legal Services staff at all offices, including translations, copying, filing with USCIS and entering mailing information in INS-Zoom
- Work with Administrative Coordinators and assisting Legal Services staff with client services by accepting payments of client fees, filing weekly deposits, record all billing transactions, and notifying clients of amount due
- Prepare and file monthly and annual reports on office performance
- Assist legal staff with client services by checking clients in on consult and workshop days, conducting the opening appointment for all legal cases, prepare file, accept client in INS-Zoom, review and sign contracts, collect fees and issue receipts
- Close case files and maintain closed cases according to office policy, including tracking deadlines
- Coordinate legal services outreach at local events and with other service providers
- Recruit, supervise and retain office volunteers
- Maintain small client caseload comprised primarily of citizenship and deferred action
- Other duties as assigned

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Success Metrics:

- Assist the Legal Services Program Manager in working toward overall sustainability of CCEB
- Assist Legal Services Program Manager with the development of a program logic model and related indicators of success
- Legal Services will have processes for indicator measurement, quality and review
- Legal Services will have accurate data collection for grant reporting and proposals

Qualifications/Requirements:

- Associate's or Bachelor's Degree or University level education equivalent from other countries
- 2+ years of experience providing administrative support in a professional office environment
- Data entry and reporting with software
- Strong administrative, organizational, interpersonal, verbal communication, and writing and presentation skills are required
- Must have proven and strong leadership skills
- Professional technology skills including Microsoft Word, Excel, and PowerPoint, Adobe Acrobat, and database software. Ability to scan, edit and create PDF files and experience with shared folders
- Excellent verbal and written communication skills
- Valid driver's license and proof of insurance

Core Competencies:

- Demonstrates a fundamental respect for the dignity of others. Works collegially and is a proven team builder. Inclined to coach and teach in order to improve knowledge and ability of others, but holds people accountable for results.
- Understands and values quality improvement. Able to effectively address overlapping projects and deadlines. Adaptable and reliable in face of conflict, crisis, or changing priorities.
- A demonstrated commitment to diversity and inclusion; valuing a diversity of perspectives and encouraging contributions by all team members.
- Ability to thrive in a flexible, fast-paced, accredited, and growth oriented environment while maintaining a positive solution oriented approach.
- High analytical abilities to process large amounts of data from multiple sources. Ability to prioritize across multiple types of work and coordinate the work of others.
- High level of independent judgment required.
- Ability to network and interact internally and externally.
- Must be fluent in spoken and written Spanish.
- Experience serving clients from many different cultures.

Jewish Family & Community Services East Bay
Immigration Attorney Job Description

Our Agency

Jewish Family & Community Services East Bay (JFCS East Bay) is an innovative social service agency that has served individuals and families throughout Alameda and Contra Costa counties since 1877. We are proud to provide multilingual, culturally sensitive services to refugees and immigrants, older adults and their families, children and their parents, Holocaust survivors, and people with disabilities. JFCS East Bay actively seeks to hire qualified professionals who reflect the cultural and linguistic diversity of the East Bay and of our clients. Agency offices are located in Berkeley, Walnut Creek, and Oakland. We encourage you to visit our website at www.jfcs-eastbay.org for more information.

Program Description

JFCS East Bay's Refugee & Immigrant Services department has been providing a wide range of multicultural, multilingual services since the late 1980s. Our Immigration Legal Services program offers a range of low-fee legal services, including citizenship, family-based petitions, family-based permanent residency, U visas, travel documents, VAWA self-petitions, and a variety of waivers. Our focus is expanding our services towards the urgent needs of the immigrant community. Stand Together Contra Costa will provide an array of community-based, culturally competent, no-cost rapid response support, legal defense services and clinics, immigrant rights education and training, and direct service support for individuals and families drawn into the federal deportation system.

Job Summary

Under the supervision of JFCS East Bay's Immigration Legal Services Attorney and Program Coordinator, the Immigration Attorney will serve as part of the Stand Together Contra Costa collaborative team, working closely with our collaborative agencies. The Immigration Attorney will work under the Stand Together Contra Costa Senior Attorney.

Job Duties

- Clinical and case work.
- Assist in intake screening and brief service for immigration program.
- Provide research in writing to Senior Attorney to assist with removal and other proceedings in Immigration Court.
- Represent clients at USCIS interviews.
- Write motions, briefs, and BIA appellate briefs.
- Prepare applications for cancellation of removal, adjustment of status, asylum, NACARA, and naturalization, among others.
- Ensure that legal work is consistent with Stand Together Contra Costa's mission.
- Provide assistance and participate in community workshops and clinics held by other Stand Together Contra Costa collaborative members.
- Develop informational materials on immigration law.
- Keep abreast of changes in immigration law

Requirements

- Membership and good standing in the bar of any state or federal territory. California license preferred.
- Juris Doctor (JD) degree from an ABA-accredited law school.
- Bilingual in spoken and written Spanish.
- Ability to work with skill and sensitivity in a multicultural environment.
- Experience and interest in working with ethnically diverse populations.
- Strong oral, written, interpersonal, and computer skills.

Benefits include medical, dental, 401(k), generous holiday and vacation, great colleagues, and a friendly work environment. Compensation is competitive, depending on experience.

Proposed Job Description
Community Response Leader – OCO – Stand Together CoCo RFP

OCO is seeking a full time (1.0 FTE) Community Response Leader to provide training, workshops, and coordination of volunteers and supervision of rapid response dispatchers with the newly formed Stand Together CoCo team in Contra Costa County. The Community Response Leader will be responsible for organizing events and trainings around “Know Your Rights” and to provide a kit of “protection tools” with the new team of immigrant, advocacy partners to provide trainings to a variety of immigrant communities impacted by deportation and criminalization of immigrants. The Community Response Leader will support the team’s work in base-building and organizing efforts to expand educational and legal resources for immigrants in Contra Costa County.

Responsibilities:

- Attend the monthly meeting with the Stand Together CoCo team.
- Work with other Community Response Leaders to coordinate a Rapid Response process as needed.
- Maintain a database of community events attendees, and referrals to services within the team.
- Coordinate referral and services with other community responders in the team.
- Organize and lead “know your rights” events in coordination with trainers and other organizations.
- Identify and develop community leaders who can organize and implement community events.
- Develop leaders, that is, community residents, in one to one and group training settings.
- Engage people in community and partner organization events as needed.
- Generate and submit activity reports to Catholic Charities of the East Bay as required.
- Connect resources provided by the partner groups to ensure support is equitably provided to immigrants and other communities impacted by law enforcement and deportation actions.

Preferred Skills and Qualifications:

- Bilingual; excellent written and oral communications in English and in Spanish.
- Excellent project and time management skills.
- At least two years of experience as a community organizer.
- Experience in organizing coordinating and managing events (childcare, translation, etc.).
- Maintain timely and clear communications with administration and OCO staff.
- Experience in training around leadership development.
- Experience in working under pressure with little support/supervision.
- Self-motivated and self-determining.
- Open to working some evenings and or weekends.
- Knowledge of how to create agendas with clear goals.
- Team player.
- Open to feedback.
- Outreach experience.
- Open to continue leveraging relationships with people in power and willing to develop new ones.
- Prepare leaders to facilitate events and to use their own voice to guide and lead others.

Proposed Job Description
Local Responder – OCO – Stand Together CoCo RFP

OCO is seeking two part-time (0.5 FTE) Local Responders to staff a dispatcher/rapid response hotline, and to recruit volunteers who will also work on the hotline. These roles will be part of the newly formed Stand Together CoCo team in Contra Costa County. The Local Responders will be supervised by and work with the Community Response Leader, who will be providing trainings and organizing events such as “Know Your Rights” and to provide a kit of “protection tools” with the new team of immigrant, advocacy partners to provide information to a variety of immigrant communities impacted by deportation and criminalization of immigrants. It is expected that the Local Responders will work days and evenings, including weekend work as required.

Responsibilities:

- Attend the monthly meeting with the Stand Together CoCo team.
- Work with other Local Responders to coordinate a Rapid Response process as needed.
- Maintain a database of community events attendees, and referrals to services within the team.
- Coordinate referral and services with other Local Responders in the team.
- Generate and submit activity reports to Catholic Charities of the East Bay as required.
- Connect resources provided by the partner groups to ensure support is equitably provided to immigrants and other communities impacted by law enforcement and deportation actions.

Preferred Skills and Qualifications:

- Bilingual; excellent written and oral communications in English and in Spanish.
- Excellent project and time management skills.
- Ability to use a phone, comfortable with phone work, and have a pleasing and calm phone voice manner.
- At least two years of experience as a community organizer, social work provider, or crisis hotline worker.
- Experience using computer databases and the ability to type and use a computer with a keyboard and mouse.
- Maintain timely and clear communications with administration and OCO staff.
- Experience in working under pressure with little support/supervision.
- Self-motivated and self-determining.
- Must be able and willing to work evenings and/or weekends as well as day hours.
- Open to supervision, and constructive feedback.
- Team player.
- Open to feedback.
- Outreach experience.
- Ability to sit at up to four (4) hours at a time speaking to people on the phone.



Bay Area Community Resources (BACR)
Job Description
www.bacr.org

Job Title: Local Responder; Stand Together Contra Costa County

Job Purpose: As part of a 12 member Community Response Team, Responders observe, act and report on any and all incidents in community where residents are threatened by deportation or ICE raids. Responders also conduct outreach in community and schools, as well as in reach in jails, preparing individuals and families for immigration enforcement.

Location: East Contra Costa County

Classification: Half time; .5 FTE (20 hours a week)

Compensation: \$14.00/hour

Job Responsibilities

- Staff the Stand Together hotline; provide information, support, and response for Contra Costa County residents who are threatened with deportation or who are impacted by immigration enforcement activity.
- Serve as trained Legal Observers to witness, document, and collect data regarding actions being undertaken by ICE in Contra Costa.
- Provide immediate support and systems navigation for families and individuals in Contra Costa who have been targeted by/detained by ICE.
- In partnership with the Response Team, develop an outreach plan for East County to spread the word about the Know Your Rights workshops and other activities planned by the collaborative.
- Outreach at organizations, churches and schools distributing material, Know Your Rights cards and other information that prepare families to respond to immigration enforcement.
- In-reach in county jails to individuals who are in ICE detention or have the potential to have an ICE hold.
- Build and maintain strong rapport with people served by the collaborative; using trauma informed care in all contacts with individuals.
- Develop relationships and maintain communication with collaborative members and stakeholders.
- Attend collaborative and adhoc planning meetings as necessary.
- Internal submission of reports reflecting all efforts and updates in meeting collaborative goals
- Represent BACR and the collaborative at networking and community events

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- Attend trainings and workshops for professional development and to build the capacity of the collaborative.
- Other duties as assigned

Minimum Qualifications

- Ability to work some evenings and weekends and ability to be on-call
- Must pass fingerprint Live Scan clearance
- Must possess valid California driver's license and vehicles to use for work purposes.
- Must be bilingual in Spanish (to serve monolingual Spanish speaking youth)
- Must have excellent oral and written communication skills
- Must be familiar with trauma informed care
- Ability to work under pressure and provide crisis intervention
- Experience serving undocumented individuals and familiarity with current immigration law
- 2+ years' experience conducting outreach, public speaking or facilitation.

BACR Mission

BACR promotes the healthy development of individuals, families and communities through direct services, volunteerism and partnerships in the Bay Area.

BACR Best Practices

We persevere, are dependable and act with integrity.

We recognize the needs and strengths of customers and support their development.

We are continuous learners - stretching, growing and innovating.

We build healthy relationships and are guided by a caring heart.

Our services are based on proven models and methods.

We work within communities and build alliances to meet community needs.

We focus on results.

We are humble, hopeful and have a sense of humor.

JOB ANNOUNCEMENT

Community Engagement Manager

Located in Concord, CA, Monument Impact (MI) seeks a full-time, bilingual (Spanish/English), empathetic and self-motivated individual to join the MI team to lead our programs that engage Monument residents some of the most urgent issues of our times. This is a unique opportunity during very unsettling times to make a significant difference in the lives of our predominately low-income, immigrant community and to be part of a movement for equity in Contra Costa County.

We are looking for an experienced manager and community organizer who can support and engage the community by building their leadership skills to advocate for equitable policies and programs that will improve the well-being of all Monument residents, including immigration, housing stability, good jobs, health care access and more.

About Monument Impact

Monument Impact's vision is to empower people to build a strong and vibrant quality of life. Our mission is to engage with the community to provide training and tools in order for people to become economically self-sufficient, healthy and safe, civically engaged, connected to each other, and committed to lifelong learning.

Since 2001, Monument Impact has worked with the Monument community of Concord, which is largely comprised of low-income immigrant families and people of color, to address barriers to economic advancement. The Monument Corridor makes up a small portion of the City of Concord, and yet contains more than 40,000 people-- approximately a third of the City's population. The area is more than half Latino and about 50% of residents speak a language other than English at home. Monument residents have limited access to resources and services relative to the rest of Concord.

Job Summary

Reporting to the Executive Director, the Community Engagement Manager engages our local residents in key programs to develop their capacity as leaders. The Community Engagement Manager serves as a valued member of the Management Team and has at least direct report—the Community Engagement Coordinator. Depending on funding for the new Stand Together CoCo rapid response network in Contra Costa County, other direct reports will include MI's Stand Together CoCo Organizer and Coordinator S/he will provide the tools and training for local residents to be proactive architects of the future of the community. S/he will collaborate with other staff to ensure that the community's interests are actively represented in advocacy efforts and to meet program objectives. The successful candidate will enjoy building relationships with diverse constituencies such as MI's day laborers, community promotores, local residents, faith leaders, partners and other stakeholders.

Areas of Responsibility

- Leadership Development:

- Implement leadership trainings that will strengthen the capacity of local residents to build community power and advocate on critical issues that impact low income, immigrant families through in-depth skill building, leadership development and mentoring
- Work with MI's Stand Together CoCo Organizer and other partner agencies to deliver Leadership Development and Train the Trainer trainings focusing on the rapid response network and Know Your Rights workshops
- Connect residents with regular leadership opportunities such as advocating with policy makers, speaking to the media, and facilitating meetings
- Build a strategy for growing MI's base in Concord
- Work with leaders to conduct listening sessions in the community and identify opportunities for local residents to engage in campaigns that will improve their lives
- Actively represent the MI community at different partnership and coalition meetings

- Program Management:

- Create detailed program plans, outlining deliverables and timelines, facilitating effective teamwork, and providing regular updates to Executive Director and Management Team on the progress of programs and organizing efforts
- Work in collaboration with the Community Engagement Coordinator and other direct reports on data collection in Salesforce, as well as support the writing of timely reports
- Other duties as assigned

Qualifications

- Bachelor degree required, ideally in education, sociology, social work or business
- Commitment to equity, social and economic justice and bottom-up social change
- Minimum three years' experience in community organizing, developing leaders, managing programs and program budgets; supervision experience is ideal
- Bilingual (Spanish/English) is required with excellent communication skills, written and verbal, in both English and Spanish
- Proven success working in an underserved, multi-cultural environment and ability to build strong working relationships with diverse groups of people
- Ability to guide, direct, and support others to advocate for equity and inclusion
- Confident and creative thinker with outstanding management and time skills
- Ability to set boundaries and work in a fast-paced environment
- Demonstrated ability to track program outcomes and other participant data
- Computer proficiency in Outlook, Word, Excel and PowerPoint; experience with Salesforce or another database program is ideal

Compensation and Benefits

- This is a full-time, exempt position
- Compensation is commensurate with experience
- Benefits include medical, dental and vision, paid holidays and vacation.

JOB DESCRIPTION
PROMOTORES/Hotline Dispatchers for STAND TOGETHER CoCo
4 Stipended Part-time Positions
DRAFT-to be translated into Spanish

About Monument Impact

Monument Impact's vision is to empower people to build a strong and vibrant quality of life. Our mission is to engage with the community to provide training and tools in order for people to become economically self-sufficient, healthy and safe, civically engaged, connected to each other, and committed to lifelong learning.

Monument Impact's Promotores

Promotores are local leaders who have a depth of relationships within the Spanish-speaking community in Central Contra Costa County. Highly trained by Monument Impact, they work across multiple programs, serving as health promoters, community advocates, instructors and trainers to deliver community-led programs directly to local residents. MI currently works with over 20 promotores in our Healthy Community and Community Engagement programs, utilizing an effective Train the Trainers model that helps expand local residents' leadership skills to serve as advocates or new Promotores in our programs. They often have the capacity to reach more people than our staff can on a daily basis.

Stand Together CoCo Promotores

We are seeking four bilingual (Spanish/English) promotores with relationships in the Spanish-speaking immigrant community in Central Contra Costa County. Reporting to the Stand Together Coordinator, these Promotores will serve as dispatchers (taking one shift per week) for the new Stand Together CoCo rapid response Hotline. As the first point of contact for family members with a loved one who is being detained by ICE, Promotores help connect detainees to legal support and volunteer family accompaniment teams. Training in how to manage the Hotline and in legal observation will be provided.

Responsibilities:

- Take one Hotline shift per week in collaboration with the other Central, East and West County dispatchers and MI's Stand Together Coordinator and Organizer.
- Work with this new network of legal and advocacy partners to provide outreach into immigrant communities impacted by deportation and criminalization of immigrants for workshops and leadership trainings.
- Help support newly formed Central County volunteer Leadership Council by helping identify community volunteers.
- Serve as dispatch trainers to volunteers and new dispatchers.
- Be available to be trained in the Hotline platform and in leadership and other relevant skills

Qualifications:

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- Must be Bilingual (Spanish/English) and a local resident, ideally in Central Contra Costa County
- Minimum 1-2 years of experience as a community volunteer or managing volunteer programs
- Excellent communication skills and demonstrated ability to be empathetic, caring and calm, especially when working with community members in crisis.
- Ability to work as part of a team and independently to manage priorities, and prioritize workflow with minimal supervision.
- Willingness to work off-site majority of the time.
- Able to work some evenings and weekends as needed to carry out program activities.
- Must have a social security card or tax ID number to be able to work as a contractor

Compensation

- This is a contracted position of 7 hours per week.
- Stipend is \$15 per hour

Application Process

Applicants should submit an email expressing interest and qualifications written in Spanish or English to lorena@monumentimpact.org with the Subject Line: **Stand Together Promotora/e.**

Monument Impact is an Equal Opportunity Employer

Stand Together CoCo Coordinator
DRAFT POSITION DESCRIPTION
.50 Time

Located in Concord, CA, Monument Impact (MI) seeks a part-time (20 hours/week), bilingual (Spanish/English), empathetic and self-motivated individual to join the MI team to coordinate our engagement in Stand Together CoCo, a rapid response and community education project designed to support safety and justice for immigrant families in Contra Costa. The mission of Stand Together CoCo is to ensure that all people in Contra Costa County, regardless of citizenship or immigration status, are afforded the rights established by the United States Constitution, and are protected from actions or policies that result in disparate, discriminatory, or unlawful treatment. The program includes pro bono legal services, a Hotline and community outreach, education and leadership development trainings.

This is a unique opportunity during very unsettling times to make a significant difference in the lives of our predominately low-income, immigrant community and to be part of a movement for equity in Contra Costa County. Monument Impact is looking for an experienced community organizer who can support and engage the community in Stand Together CoCo and coordinate the community-based Promotores who will cover some of the Hotline shifts. This position reports to MI's Community Engagement Manager and will work collaboratively with all Stand Together CoCo Central Contra Costa and other regional partners.

About Monument Impact

Monument Impact's vision is to empower people to build a strong and vibrant quality of life. Our mission is to engage with the community to provide training and tools in order for people to become economically self-sufficient, healthy and safe, civically engaged, connected to each other, and committed to lifelong learning.

Job Responsibilities:

- Create and lead training of new Promotores who serve as dispatchers on hotline, including developing necessary training materials in collaboration with the program's lead partner, Catholic Charities of the East Bay, and other organizers working in East and West County.
- Troubleshoot and coordinate technical problems on the hotline.
- Manage and create Central Contra Costa County hotline schedule in collaboration with coordinators of the East and West County dispatchers to ensure the hotline is active and running 24/7.
- Manage and establish volunteer program for hotline as well as support for families with a loved one who has been detained.
- Coordinate and facilitate meetings to ensure all activities are carried out.
- Prepare monthly reports on service deliverables and work with MI's accountant on invoicing to funders.
- Collaborate on the development of informational materials about Stand Together CoCo, as needed.

Catholic Charities of the East Bay (Lead Applicant)
Response to Contra Costa RFP #1710-260
Attachment D: Project Resumes & Job Descriptions

- Communicate and respond to informational request about the hotline.
- Take at one shift/week on the hotline and provide translation for hotline calls as needed.
- Work with lead agency on tracking outcomes and prepare written reports.

Qualifications:

- Associate's degree and two years of community engagement program coordination/management **or** equivalent combination of education and experience
- Must be fully bilingual (English/Spanish), both verbal and written.
- Some experience with crisis intervention systems is ideal.
- Experience managing volunteers.
- Strong administrative background, attention to detail, and organizational, problem-solving, and analytical skills.
- Strong technical skills, ability to operate and navigate the Stand Together CoCo rapid response program; database experience helpful.
- Ability to work collaboratively as part of a team and independently to manage priorities, and prioritize workflow with minimal supervision.
- Willingness to work off-site as needed.
- Able to work some evenings and weekends as needed to carry out program activities.

Compensation and Benefits

- This is a part-time, non-exempt position, 20 hours/week.
- Compensation is \$14-15/hour.
- Benefits include medical, dental and vision, paid holidays and vacation.

Application Process

Qualified applicants should submit a resume, cover letter and three references to info@monumentimpact.org with the Subject Line: **Stand Together COORDINATOR**.

Stand Together CoCo Organizer
DRAFT POSITION DESCRIPTION
.75 Time

Located in Concord, CA, Monument Impact (MI) seeks a full-time equivalent (30 hours/week), bilingual (Spanish/English), empathetic and self-motivated immigrant rights organizer to join the MI team to build Central Contra Costa County residents' engagement in Stand Together CoCo, a new rapid response and community education project designed to support safety and justice for immigrant families in Contra Costa. The program includes pro bono legal services, a Hotline, and community outreach, education and leadership development trainings.

This is a unique opportunity during very unsettling times to make a significant difference in the lives of our predominately low-income, immigrant community and to be part of a movement for equity in Contra Costa County. Monument Impact is looking for an experienced community organizer to organize events and trainings with our Stand Together partners around "Know Your Rights" and to provide a kit of "protection tools" with the a newly established network of immigrant and advocacy partners.

About Monument Impact

Monument Impact's vision is to empower people to build a strong and vibrant quality of life. Our mission is to engage with the community to provide training and tools in order for people to become economically self-sufficient, healthy and safe, civically engaged, connected to each other, and committed to lifelong learning.

Job Responsibilities:

- Co-organize events with the newly formed Stand Together CoCo in Central Contra Costa County, working with organizers and/or coordinators from West and East County.
- Co-organize trainings around "Know Your Rights" and provide a kit of "protection tools" with this new network of legal and advocacy partners to immigrant communities impacted by deportation and criminalization of immigrants.
- Support MI's Community Engagement Manager in base-building in Concord and other Central County cities and Stand Together organizing efforts designed to expand educational and legal resources for immigrants.
- Working with MI's Stand Together Coordinator, recruit and train volunteers to establish an engaged Leadership Council of volunteers that can help support the Hotline as well as accompany families if a loved one is detained.
- Organize in local schools and faith communities to provide information about the program and identify leaders and volunteers.
- Work with MI's Community Engagement Manager to coordinate Leadership Development and Train the Trainer trainings; work with MI's Promotores to help with outreach in the community.
- Take shifts on the hotline and provide translation for hotline calls as needed.

Qualifications:

Catholic Charities of the East Bay (Lead Applicant)
Response to Contra Costa RFP #1710-260
Attachment D: Project Resumes & Job Descriptions

- Bachelor's degree and two years of community organizing, program coordination/management or equivalent combination of education and experience
- Must be fully bilingual (English/Spanish), both verbal and written
- Minimum two years of experience with crisis intervention systems is ideal
- Minimum 1-2 years of experience managing volunteer programs.
- Strong administrative background, attention to detail, and organizational, problem-solving, and analytical skills.
- Strong technical skills, ability to operate and navigate the Stand Together CoCo rapid response program
- Ability to work as part of a team and independently to manage priorities, and prioritize workflow with minimal supervision.
- Willingness to work off-site majority of the time.
- Able to work some evenings and weekends as needed to carry out program activities.

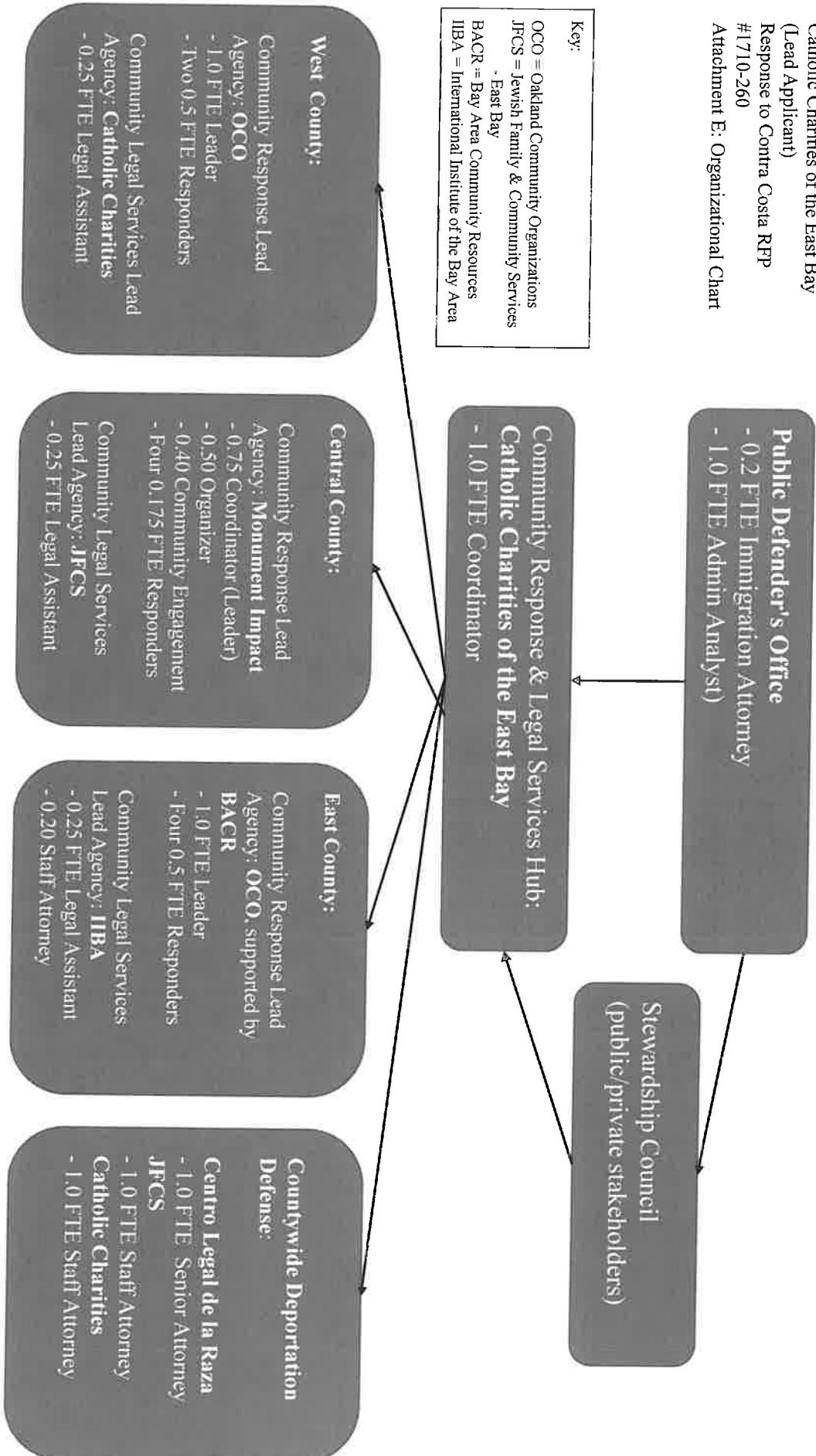
Compensation and Benefits

- This is a .75 time position (30 hours/week), non-exempt position
- Starting salary is \$17/hour
- Benefits include medical, dental and vision, paid holidays and vacation.

Application Process

Qualified applicants should submit a resume, cover letter and three references to info@monumentimpact.org with the Subject Line: **Stand Together ORGANIZER.**

Catholic Charities of the East Bay
(Lead Applicant)
Response to Contra Costa RFP
#1710-260
Attachment E: Organizational Chart



Catholic Charities of the East Bay (Lead Applicant)
Response to Contra Costa RFP #1710-260
Section 4: Attachments
F: Applicant Statement of Qualifications (Form #3)

Following this page is Form #3 signed by our Chief Executive Officer and Board Chair:

Applicant Statement of Qualifications (Form #3): This completed form must be signed by Agency Executive Director and President of Agency Board of Directors or equivalent body.

C. APPLICANT'S QUESTIONNAIRE (FORM #3)

1. List any licenses or certifications held by the agency, with expiration dates.

Business License Oakland, Expiration 12/2017

Business License Concord, Expiration 12/2017

Business License San Pablo, Expiration 9/2018

Alameda County Small Local Emerging Business, Expiration 7/2019

2. Who administers your agency's fiscal system?

- Name: Sean Hanlon
- Title: Chief Financial Officer
- Relevant Credentials: Certified Public Accountant
- Phone: (510) 768-3130

3. What entity maintains or reviews the agency's financial records and audit, if applicable?

- Name: Harrington Group
- Title: Certified Public Accountants, LLP
- Phone: (415) 391-3131

4. Number of years bidder operated under the present business name. 52

- List related prior business names, if any, and timeframe for each.

The Affiliated Catholic Charities of Alameda County: 1935-1945

Catholic Social Service of Alameda County: 1945-1965

Catholic Charities of the Diocese of Oakland (DBA Catholic Charities of the East Bay):
1965-present

5. Number of years bidder has provided the services described in this proposal or related services. 37

6. Has bidder failed or refused to complete any contract? Yes _____ No X

- If yes, briefly explain when and circumstances.

7. Is there any past, present, or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? Yes _____ No X

- If yes, briefly explain.

8. Does bidder have a controlling interest in any other firm(s)? Yes _____ No X

- If yes, please list entities below.

8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes _____ No X

- If yes, specify below.

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

Chuck Fernandez, Chuck Fernandez. 11/17/17
Executive Director: Signature, Name and Date

John A. Espinoza, John Espinoza, Bonno Lima 11-17-17
Board President: Signature, Name and Date

Catholic Charities of the East Bay (Lead Applicant)
Response to Contra Costa RFP #1710-260
Section 4: Attachments
G: Applicant Contracts and Grants (Form #4)

Following this page is Form #4 signed by our Chief Executive Officer and Board Chair, and Form #4 signed by all funded partners participating this project:

Applicant Contracts and Grants (Form #4): This completed form must be signed by Agency Executive Director and President of Agency Board of Directors or equivalent body.

D. APPLICANT CONTRACTS AND GRANTS (FORM #4)

1. List current contracts and subcontracts including government contracts and/or grants:

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
<u>Alameda County: Know Your Rights</u> Naima Jameson, 510-267-8632, Naima.Jameson@acgov.org	<u>Know Your Rights presentations throughout Alameda County.</u>	<u>July 1, 2017 – June 30, 2019</u>
<u>CA Department of Social Services</u> (Subcontract through Catholic Charities CA) <u>Immigration Services</u> Emily Battaglia, 530-665-0355, emily@catholiccharitiesca.org	<u>Immigration legal services including u-visa, t-visa, SIJS, asylum, naturalization, and other immigration remedies. Legal screenings and consultations. Community information sharing through events, outreach, and media.</u>	<u>January 1, 2017 – December 31, 2017</u>
<u>Y&H Soda Foundation</u> Mary Doyle, 925-631-1133 ext. 105, mdoyle@yhsodafoundation.org	<u>Immigration legal services, community outreach, and education in Alameda and Contra Costa Counties.</u>	<u>May 1, 2017 – April 30, 2018</u>
<u>Zellerbach Family Foundation</u> Navin Moul, 415-421-2629 ext. 16, navin.moul@zff.org	<u>Immigration legal services, community outreach, and education in West Contra Costa County.</u>	<u>December 6, 2016 – December 5, 2017</u>

2. List key contracts/grants completed in the last five years, including government contracts/grants

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
<u>CA Department of Social Services</u> (Subcontract through Catholic Charities CA) <u>Unaccompanied Undocumented Minor Immigration Legal Services</u> Emily Battaglia, 530-665-0355, emily@catholiccharitiesca.org	<u>Immigration legal services for Unaccompanied Undocumented Minors including SIJS, u-visas, and asylum.</u>	<u>January 1, 2016 – December 31, 2016</u>
<u>CA Department of Social Services</u> (Subcontract through Catholic Charities CA) <u>Immigration Services</u> Emily Battaglia, 530-665-0355, emily@catholiccharitiesca.org	<u>Immigration legal services including u-visa, t-visa, SIJS, asylum, naturalization, and other immigration remedies. Legal screenings and consultations. Community information sharing</u>	<u>January 1, 2016 – December 31, 2016</u>

	<u>through events, outreach, and media.</u>	
<u>Alameda County: Refugee Employment and Support Services</u> Please see below.	<u>ESL, case management, computer literacy training, and job readiness and job placement for refugees.</u>	<u>June 1, 2015 – May 31, 2016</u>
<u>Alameda County: Refugee Technical Assistance</u> Please see below.	<u>Social adjustment, cultural orientation, job readiness and job placement, direct assistance for public transportation, and support services for refugees.</u>	<u>October 1, 2016 - September 30, 2017</u>

3. Applicant agrees to allow County to contact contractors for information relative to Applicant's performance. **(Sign below)**

Chuck Fernandez, Chuck Fernandez. 11/17/17

Executive Director: Signature, Name and Date

John A. Espinoza, JOHN ESPINOZA Board Chair 11-17-17

Board President: Signature, Name and Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

Name/Phone/Email for above

Alameda County grants:

Naima Jameson, 510-267-8632,

Naima.Jameson@acgov.org

D. APPLICANT CONTRACTS AND GRANTS (FORM #4)

1. List current contracts and subcontracts including government contracts and/or grants:

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
Minnie Yang, CDSS / 916 -651-8012 / Minnie.yang@dss.ca.gov	Legal services for unaccompanied minors	7.1.2017-9.30.2018
Minnie Yang, CDSS ISF / 916-651-8012 / Minnie.yang@dss.ca.gov	Removal defense for youth and adults	1.1.2018-12.31.2019
Mary Doyle, Y&H Soda Foundation / 925-631-1133 / mdoyle@yhsodafoundation.org	Legal services for unaccompanied minors and families; and removal defense	7.1.2017-6.30.2018
Navin Moul, Zellerbach Foundation/ 415-421-2629 / Navin.moul@zff.org	PRAP	9.1.2017-9.1.2018

2. List key contracts/grants completed in the last five years, including government contracts/grants

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
Stephanie Hom, City of Oakland / Shom@oakland.net.com	Legal services for unaccompanied minors and families	7.1.2016-6.30.2017
Minnie Yang, CDSS / 916 -651-8012 / Minnie.yang@dss.ca.gov	Legal services for unaccompanied minors	7.1.2016-9.30.2017
Samantha Sandoval, Latino Giving Circle / 415 – 236-4021 / ssandoval@latinocf.org	DACA	11.1.2016-10.31.2017
Ayush Chakravarty, Yahoo Employees / 669-246-2824 / Ayushc@yahoo.com	PRAP	9.1.2016-9.1.2017

3. Applicant agrees to allow County to contact contractors for information relative to Applicant's performance. **(Sign below)**

Paul C. Chavez Paul C. Chavez Nov. 27, 2017

Executive Director: Signature, Name and Date

R. Neagle Rosanna Neagle, November 27, 2017

Board President: Signature, Name and Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

Jewish Family & Community Services East Bay

A. APPLICANT CONTRACTS AND GRANTS (FORM #4)

1. List current contracts and subcontracts including government contracts and/or grants:

The following are key current contracts and grants.

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
Alameda County Behavioral Health Care Services <i>Ellen Muir (510) 639-1340</i>	outpatient mental health services, EPSDT	7/1/17-6/30/18
California Department of Social Services <i>Odet Ford (916)-651-8007</i>	immigration legal services	1/1/17-12/31/17
City of Oakland Head Start <i>Wenonah Elms (510) 238-7602</i>	preschool-based mental health consultation	8/21/17-6/30/18
Conference for Material Claims Against Germany <i>Joelle Sklaar (646) 485-2128</i>	Holocaust survivor services	1/1/17-12/31/17
Contra Costa Employment and Human Services/Area Agency on Aging <i>Scott Danielson (925) 313-1717</i>	caregiver support services	7/1/17-6/30/18
Contra Costa Family and Children's Trust Committee <i>Juliana Mondragon (925) 313-1696</i>	multicultural child abuse prevention	7/1/17-6/30/18
Contra Costa Mental Health Services <i>Warren Hayes (925) 957-5154</i>	prevention and early intervention mental health services	7/1/17-6/30/18
Family Paths <i>Marcella Reeves (510) 893-9230</i>	preschool-based mental health consultation	7/1/17-6/30/18
First 5 Alameda County <i>Janis Burger (510) 618-3456</i>	preschool-based mental health consultation	7/1/17-6/30/18
HIAS <i>Myat Lin (301) 844-7285</i>	refugee resettlement	10/1/17-9/30/18
HIAS <i>Myat Lin (301) 844-7285</i>	Preferred Communities refugee case management	10/1/17-9/30/18
Jewish Federations of North America <i>Leah Bergen (202) 736-5885</i>	Holocaust survivor services	3/1/17-2/28/18
Oakland Fund for Children and Youth <i>Sandra Taylor (510) 238-7163</i>	preschool-based mental health consultation	7/1/17-6/30/18

Unity Council Head Start <i>Lucy Arrizon (925) 798-1013</i>	preschool-based mental health consultation	9/1/17-5/31/18
van Loben Sels/Rembe Rock Foundation <i>Nancy Wiltsek (415) 512-0500</i>	immigration legal services	5/1/17-4/30/18
Y & H Soda Foundation <i>Mary Doyle (925) 631 1133</i>	immigration legal services	1/1/17-12/31/17

2. List key contracts/grants completed in the last five years, including government contracts/grants


Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
FY13		
Alameda County Behavioral Health Care Services	outpatient mental health services, EPSDT	7/1/12-6/30/13
Conference for Material Claims Against Germany	Holocaust survivor services	1/1/13-12/31/13
Contra Costa Employment and Human Services/Area Agency on Aging	multicultural caregiver support services	7/1/12-6/30/13
Contra Costa Family and Children's Trust Committee	multicultural child abuse prevention	7/1/12-6/30/13
Contra Costa Mental Health Services	prevention and early intervention mental health services	7/1/12-6/30/13
Every Child Counts: Alameda County First 5 Commission	preschool-based mental health consultation	7/1/12-6/30/13
Every Child Counts: Alameda County First 5 Commission	preschool-based mental health consultation	1/1/12-6/30/13
Every Child Counts: Alameda County First 5 Commission	family support services in emergency shelters and recovery program	7/1/12-6/30/13
Hebrew Immigrant Aid Society/Office of Refugee Resettlement	LGBTI refugee resettlement	9/30/12-9/29/13
Oakland Fund for Children and Youth	preschool-based mental health consultation	7/1/12-6/30/13
Walter & Elise Haas Fund (subcontracted through Jewish Community Federation of San Francisco)	emergency financial assistance and case management	11/29/12-11/29/13
Y & H Soda Foundation	immigration legal services	7/1/11-6/30/13
FY14		
Alameda County Behavioral Health Care Services	outpatient mental health services, EPSDT	7/1/13-6/30/14

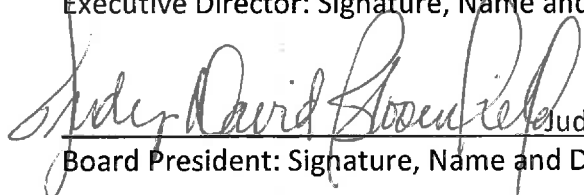
Conference for Material Claims Against Germany	Holocaust survivor services	1/1/14-12/31/14
Contra Costa Family and Children's Trust Committee	multicultural child abuse prevention	7/1/13-6/30/14
Contra Costa Mental Health Services	prevention and early intervention mental health services	7/1/13-6/30/14
Family Paths	preschool-based mental health consultation	7/1/13-6/30/14
First 5 Alameda County	preschool-based mental health consultation	7/1/13-6/30/14
First 5 Alameda County	family support services in emergency shelters and recovery program	7/1/13-6/30/14
HIAS/Office of Refugee Resettlement	LGBTI refugee resettlement	9/30/13-9/29/14
Oakland Fund for Children and Youth	preschool-based mental health consultation	7/1/13-6/30/14
Y & H Soda Foundation	immigration legal services	7/1/13-6/30/14
FY15		
Alameda County Behavioral Health Care Services	outpatient mental health services, EPSDT	7/1/14-6/30/15
Conference for Material Claims Against Germany	Holocaust survivor services	1/1/15-12/31/15
Contra Costa Employment and Human Services/Area Agency on Aging	multicultural caregiver support services	7/1/14-6/30/15
Contra Costa Family and Children's Trust Committee	multicultural child abuse prevention	7/1/14-6/30/15
Contra Costa Mental Health Services	prevention and early intervention mental health services	7/1/14-6/30/15
Family Paths	preschool-based mental health consultation	7/1/14-6/30/15
First 5 Alameda County	preschool-based mental health consultation	7/1/14-6/30/15
First 5 Alameda County	family support services in emergency shelters and recovery program	7/1/14-6/30/15
HIAS	refugee resettlement	10/1/14-9/30/15
HIAS	LGBTI refugee resettlement	10/1/14-9/30/15
Oakland Fund for Children and Youth	preschool-based mental health consultation	7/1/14-6/30/15
Y & H Soda Foundation	immigration legal services	1/1/15-12/31/15
FY16		
Alameda County Behavioral Health Care Services	outpatient mental health services, EPSDT	7/1/15-6/30/16

California Department of Social Services	immigration legal services	1/1/16-6/30/17
Conference for Material Claims Against Germany	Holocaust survivor services	1/1/16-12/31/16
Contra Costa Employment and Human Services/Area Agency on Aging	multicultural caregiver support services	7/1/15-6/30/16
Contra Costa Family and Children's Trust Committee	multicultural child abuse prevention	7/1/15-6/30/16
Contra Costa Mental Health Services	prevention and early intervention mental health services	7/1/15-6/30/16
Family Paths	preschool-based mental health consultation	7/1/15-6/30/16
First 5 Alameda County	preschool-based mental health consultation	7/1/15-6/30/16
First 5 Alameda County	family support services in emergency shelters and recovery program	7/1/15-6/30/16
HIAS	refugee resettlement	10/1/15-9/30/16
HIAS	LGBTI refugee resettlement	10/1/15-9/30/16
Jewish Federations of North America	Holocaust survivor services	3/1/16-2/28/17
Oakland Fund for Children and Youth	preschool-based mental health consultation	7/1/15-6/30/16
Oakland Public Education Foundation	preschool-based mental health consultation	9/1/15-8/31/16
Y & H Soda Foundation	immigration legal services	1/1/16-12/31/16
FY17		
Alameda County Behavioral Health Care Services <i>Ellen Muir (510) 639-1340</i>	outpatient mental health services, EPSDT	7/1/16-6/30/17
California Department of Social Services <i>Odet Ford (916)-651-8007</i>	immigration legal services	1/1/17-12/31/17
Conference for Material Claims Against Germany <i>Joelle Sklaar (646) 485-2128</i>	Holocaust survivor services	1/1/17-12/31/17
Contra Costa Employment and Human Services/Area Agency on Aging <i>Scott Danielson (925) 313-1717</i>	caregiver support services	7/1/16-6/30/17
Contra Costa Family and Children's Trust Committee <i>Juliana Mondragon (925) 313-1696</i>	multicultural child abuse prevention	7/1/16-6/30/17

Contra Costa Mental Health Services <i>Warren Hayes (925) 957-5154</i>	prevention and early intervention mental health services	7/1/16-6/30/17
Family Paths <i>Marcella Reeves (510) 893-9230</i>	preschool-based mental health consultation	7/1/16-6/30/17
First 5 Alameda County <i>Janis Burger (510) 618-3456</i>	preschool-based mental health consultation	7/1/16-6/30/17
First 5 Alameda County <i>Janis Burger (510) 618-3456</i>	family support services in emergency shelters and recovery program	7/1/16-6/30/17
HIAS <i>Myat Lin (301) 844-7285</i>	LGBTI refugee resettlement	10/1/16-9/30/17
HIAS <i>Myat Lin (301) 844-7285</i>	refugee resettlement	10/1/16-9/30/17
Jewish Federations of North America <i>Leah Bergen (202) 736-5885</i>	Holocaust survivor services	3/1/17-2/28/18
John Muir/Mt. Diablo Community Health Fund <i>Lillian Roselin (925) 941-3100</i>	refugee health project	8/1/16-7/30/17
Oakland Fund for Children and Youth <i>Sandra Taylor (510) 238-7163</i>	preschool-based mental health consultation	7/1/16-6/30/17
Y & H Soda Foundation <i>Mary Doyle (925) 631 1133</i>	immigration legal services	1/1/17-12/31/17

3. Applicant agrees to allow County to contact contractors for information relative to Applicant's performance. **(Sign below)**

 Avi Rose, 11/17/ 2017
Executive Director: Signature, Name and Date

 Judy David Bloomfield, 11/20/ 2017
Board President: Signature, Name and Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

A. APPLICANT CONTRACTS AND GRANTS (FORM #4)

1. List current contracts and subcontracts including government contracts and/or grants:

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
California Department of Social Services, Jocelyn Gutierrez, 916-651-8008 Jocelyn.gutierrez@dss.ca.gov	Immigration legal services, and community education & outreach	1/1/17 – 12/31/17 & 1/1/18 – 12/31/18
Department of Homeland Security, Marsha Brookins, 202-272-1292, marsha.r.brookins@uscis.dhs.gov	Naturalization Legal Services and Citizenship Education	10/1/2017 – 9/30/2017
Y & H Soda Foundation, Mary Doyle, 925-631-1133 ext. 105, mdoyle@yhsodafoundation.org	Immigration Legal Services	1/1/17 -12/31/17
Zellerbach Family Foundation, Navin Moul, 415-421-2629 x16, navin.moul@zff.org	Immigration Legal Services	10/1/17 – 9/30/17

2. List key contracts/grants completed in the last five years, including government contracts/grants

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
County of Alameda, Ramil Rivera, 510-271-9165, RCRivera@acgov.org	Immigration Legal Services for low-income survivors of domestic violence and sexual assault	7/1/17 – 6/30/18
San Francisco Dept. of Public Health, Patricia Erwin, (415) 581-2418, patricia.erwin@sfdph.org	Medical Interpretation and Education in collaboration with Newcomers Health Program	10/1/2017 – 10/1/2018
San Francisco Office of Civic Engagement & Immigrant Affairs, Richard Whipple, (415) 581-2365, Richard.Whipple@sfgov.org	Immigration Legal Services	7/1/17 – 6/30/18
San Francisco Dept. of Aging and Adult Services, Michael	Citizenship Education and Legal Services	7/1/17 – 6/30/18

Zaugg, 415-355-6790, Michael.zaugg@sfgov.org		
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3. Applicant agrees to allow County to contact contractors for information relative to Applicant's performance. **(Sign below)**

Ellen Dumesnil, Ellen Dumesnil 11/21/2017

Executive Director: Signature, Name and Date

Jennifer Beckett, Jennifer Beckett 11/21/2017

Board President: Signature, Name and Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

Monument Impact
Form #4: Response to Contra Costa RFP
#1710-260

A. APPLICANT CONTRACTS AND GRANTS (FORM #4)

1. List current contracts and subcontracts including government contracts and/or grants:

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
John Rees CalWORKs, Refugee Cash Assistance Analyst 925-608-4934 JREES@ehsd.cccounty.us	Comprehensive Job Services for Limited English Proficient CalWORKs Welfare to Work Participants	9/1/2017-6/30/2018
Brenda Kain Housing/Community Services Manager, City of Concord (925) 671-3088 Brenda.Kain@cityofconcord.org	CBDG Grant – Technology Empowerment & Small Business Support	8/1/2017-6/30/2018
Laura Simpson, AICP Planning and Housing Manager City of Concord (925) 671-3369 Laura.Simpson@cityofconcord.org	Monument Community Shuttle – free shuttle to Monument residents with 2 routes to key service centers and Downtown	9/1/2015 – until Measure J funding runs out (at least through August 2019)
Denice A. Dennis, MPH Tobacco Prevention Manager Contra Costa Health Services phone: 925-313-6825 Denice.Dennis@hsd.cccounty.us	Tobacco Control advocacy to address marketing of flavored tobacco products to low-income communities of color and in close proximity to schools in Concord	9/1/2015-6/30/2020
Amy Weiss Director of Refugee & Immigrant Services Jewish Family & Community Services East Bay (925) 927-2000, ext. 626 aweiss@jfcs-eastbay.org	CDSS Subcontract to provide outreach, education and legal services to Spanish-speaking immigrants at Monument Impact	1/1/2017-12/31/2017 New: 1/1/2018-12/31/2018
Aimee Durfee Sr. Program Officer Y&H Soda Foundation (925) 631-1133 x109 Adurfee@yhsodafoundation.org	Family Economic Success: General operating and strategic planning consultant	Grant 1: 1/1/2017-12/31/2017 Grant 2: 11/1/2017-3/31/2017
Landon Williams Senior Director, Anchoring Communities San Francisco Foundation (415) 733-8500 lwilliams@sff.org	Leadership Development, Mentees Positivas, general operating	Grant 1: 6/1/2017-5/31/2018 Grant 2: 11/1/2017-10/31/2018
David Pontecorvo Sr. Program Officer East Bay Community Foundation (510) 836-3223 dpontecorvo@eastbaycf.org	General operating	Grant 1: 2/15/2017-12/30/2017 Grant 2: TBD
Melissa Stafford-Jones Executive Director	Technology for Success	12/1/2017-12/1/2019


Dean & Margaret Lesher Foundation Office: 925 935 9988 msj@lesherfoundation.org		
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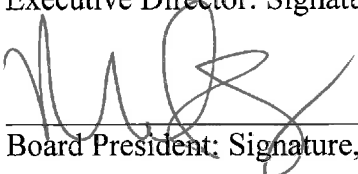
2. List key contracts/grants completed in the last five years, including government contracts/grants

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
John Rees CalWORKs, Refugee Cash Assistance Analyst 925-608-4934 JREES@ehsd.cccounty.us	Comprehensive Job Services for Limited English Proficient CalWORKs Welfare to Work Participants	7/1/2016-8/31/2017 7/1/2015-6/30/2016 11/1/2014- 6/30/2015 7/1/2013-6/30/2014* 12/1/2012-6/30/2013* *MI was a merger of 2 organizations. These contracts were under our predecessor CCEDO-Michael Chavez Center
Brenda Kain Housing/Community Services Manager, City of Concord (925) 671-3088 Brenda.Kain@cityofconcord.org	CBDG Grant – Technology Empowerment & Small Business Support	7/1/2016-6/30/2017 7/1/2015-6/30/2016
Amy Weiss Director of Refugee & Immigrant Services Jewish Family & Community Services East Bay (925) 927-2000, ext. 626 aweiss@jfccs-eastbay.org	CDSS Subcontract to provide outreach, education and legal services to Spanish-speaking immigrants at Monument Impact	7/1/2016-6/31/2017 (MI completed contract through 12/31/2016)
Alejandra Chamberlain Youth Development Services Manager, CCCOE (925) 942-3308 AChamberlain@cccoe.k12.ca.us	Youth Development Services, out of school youth	7/1/2016-6/30/2017 7/1/2015-6/30/2016 7/1/2014-6/30/2015
Aimee Durfee Sr. Program Officer Y&H Soda Foundation (925) 631-1133 x109 Adurfee@yhsodafoundation.org	Family Economic Success: General operating and strategic planning consultant	Have funded annually since 2010
Landon Williams Senior Director, Anchoring Communities San Francisco Foundation (415) 733-8500 lwilliams@sff.org	Leadership Development, Mentees Positivas, general operating	Have funded annually for over a decade
David Pontecorvo Sr. Program Officer East Bay Community Foundation (510) 836-3223	General operating	Have funded annually since 2010

dpontecorvo@eastbaycf.org		
Melissa Stafford-Jones Executive Director Dean & Margaret Lesher Foundation Office: 925 935 9988 msj@lesherfoundation.org	Technology for Success	8/1/2014-8/30/2017

3. Applicant agrees to allow County to contact contractors for information relative to Applicant's performance. **(Sign below)**

 DEBRA BERNSTEIN 11/20/17
Executive Director: Signature, Name and Date

 Michael Chong 11/20/2017
Board President: Signature, Name and Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

A. APPLICANT CONTRACTS AND GRANTS (FORM #4)

1. List current contracts and subcontracts including government contracts and/or grants:

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
<u>Oakland School of Language/Oakland Public Education Fund</u>	<u>Parent outreach and community organizing</u>	<u>9/1/2016-9/1/2017</u>
<u>East Bay Asian Youth Center</u>	<u>Community organizing/nonpartisan civic engagement for the East Oakland Congress of Neighborhoods</u>	
<u>PICO California</u>	<u>California Department of Social Services re-grant: Immigration outreach, training: Know Your Rights, DACA, citizenship</u>	<u>1/1/2017-12/31/2017</u>
<u>Centro Legal de La Raza</u>	<u>Immigration outreach, training: Know Your Rights, DACA, citizenship</u>	<u>3/1/2017-3/1/2018</u>

2. List key contracts/grants completed in the last five years, including government contracts/grants

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
<u>James Irvine Foundation</u>	<u>Community organizing for civic leadership development of local residents</u>	<u>7/2017-7/2019</u>
<u>California Endowment</u>	<u>Community organizing for civic leadership development of local residents</u>	<u>7/2016-7/2018</u>
<u>PICO California</u>	<u>California Department of Social Services re-grant: Immigration outreach, training: Know Your Rights, DACA, citizenship</u>	<u>1/2016-12/2017</u>
<u>Y&H Soda Foundation</u>	<u>Community organizing for civic leadership development of local residents</u>	<u>11/2017</u>

3. Applicant agrees to allow County to contact contractors for information relative to Applicant's performance. (Sign below)

George A. Cummings, GEORGE CUMMINGS,
Executive Director: Signature, Name and Date 11/21/18

Michael Wallace, Michael WALLACE,
Board President: Signature, Name and Date 11/21/18

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

D. APPLICANT CONTRACTS AND GRANTS (FORM #4)

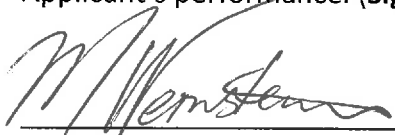
1. List current contracts and subcontracts including government contracts and/or grants:

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
CCC Workforce Dev Board Gina Del Carlo 925-671-4544 gdelcarlo@ehsd.cccounty.us	Case management, job placement and academic advising.	2014-Current
Youth Justice Initiative Rebecca Brown 510-243-0122 rebecca@furtherthework.com	Case management and transition support for youth leaving juvenile detention.	2016-Current
CCC Reentry and Justice Donté Blue 925-335-1977 Donte.Blue@cao.cccounty.us	Case management and transition support for young adults leaving county jail.	2017-Current
CCC Behavioral Health Services Helen Kearns 925-957-5125 HKearns@hsd.cccounty.us	Therapy, case management, crisis intervention and family consultation.	2005-Current

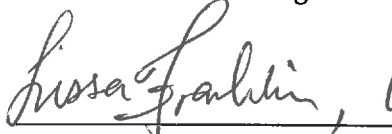
2. List key contracts/grants completed in the last five years, including government contracts/grants

Contact Name/Phone/Email of Funder	Services Provided Under Contract	Contract Start/End Dates
City of San Pablo Bertha Romo 510-215-3087 bertha@sanpabloca.gov	Mental health counseling-therapy and restorative justice programming at both an elementary and middle school.	2013-2015
CCC Reentry and Justice Donté Blue 925-335-1977 Donte.Blue@cao.cccounty.us	Court advocacy, job training and paid work experience for juveniles on probation.	2015-2017

3. Applicant agrees to allow County to contact contractors for information relative to Applicant's performance. (Sign below)

 Martin Weinstein, 11/27/17

Executive Director: Signature, Name and Date

 Lissa Franklin, 11/27/2017

Board President: Signature, Name and Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

Catholic Charities of the East Bay (Lead Applicant)
Response to Contra Costa RFP #1710-260

Section 4: Attachments

H: Nonprofit Determination Letter (501c3 letter) or
Current Fiscal Sponsorship Agreement

Following this page is our 501c3 letter from the Internal
Revenue Service dated May 27, 2016.

Note from the USCCB Office of General Counsel: The EIN below belongs to the USCCB and is to be used **only** to confirm that the USCCB as group ruling holder is recognized by the IRS as a 501(c)(3) organization. It is not to be used by **any** other organization in the group ruling **for any purpose**. Every subordinate organization in the group ruling has its own EIN that must be used for all official purposes.

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: May 27, 2016

Person to Contact:

R. Meyer ID# 0110429

Toll Free Telephone Number:

877-829-5500

Employer Identification Number:

53-0196617

Group Exemption Number:

0928

For use by
the USCCB
only.

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Dear Sir/Madam:

This responds to your May 23, 2016, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2016*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2016* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Most subordinate organizations are not separately listed in Publication 78 or the EO Business Master File. Donors may verify that a subordinate organization is included

in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Cooper', with a stylized flourish at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

89283103 L

CATHOLIC CHARITIES OF THE DIOCESE
OF OAKLAND
433 JEFFERSON ST
OAKLAND

CA 94607

Date of This Notice

If you inquire about
your account, please
refer to this
number or attach a
copy of this notice

08-20-80
Employer Identification Number

94-2677202

575 B 045555555W
55555555**NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED**

Thank you for your application for an employer identification number. The number above has been assigned to you. We will use it to identify your business tax returns and any other related documents, even if you have no employees.

Please keep this number in your permanent records. Use the number and your name, exactly as shown above, on all Federal tax forms that require this information, and refer to the number in all tax payments and in tax-related correspondence or documents. You may wish to make a record of the number for reference in case this notice is lost or destroyed.

We appreciate your cooperation.

Form 5372 (Rev 8-76)

Catholic Charities of the East Bay (Lead Applicant)
Response to Contra Costa RFP #1710-260
Section 4: Attachments
I: Organizational Financials

Following this page are the organizational financials as requested in the RFP:

Organizational Financials: Include the organization's current budget and balance sheet, as well as the organization's actual budget for the past two fiscal years. Provide a copy of your most recent audit. If you have not completed an audit in the past five years, explain why, and explain the process by which your annual financials and tax forms are prepared and reviewed by your governing body.

Catholic Charities of the East Bay

FY17-18 Operating Budget

REVENUE		Accrual Basis Budget
		Total
Earned Income		
Client Fees	\$	235,710
Fees for Service	\$	322,580
Total Earned Income	\$	558,290
Government Grants & Contracts		
Contracts - Federal	\$	650,207
Contracts - State	\$	1,442,506
Contracts - County	\$	282,819
Contracts - Local	\$	619,148
Total Government Income	\$	2,994,680
Foundation Grants		
Grants - Restricted	\$	1,447,044
Grants - Unrestricted	\$	131,275
Total Foundation Grants	\$	1,578,319
Development Revenue		
Appeal Contributions	\$	1,324,491
Restricted Contributions	\$	1,216,693
Auto Donations	\$	13,917
Special Events	\$	721,264
United Way Donor Options	\$	5,801
Total Development Revenue	\$	3,282,167
Other Revenue		
Fiscal Agent Fees	\$	133,000
Rent	\$	170,424
Total Other Revenue	\$	303,424
Total Revenue	\$	8,716,880
EXPENSES		Total
Personnel Expenses		
Salaries	\$	4,831,117
Fringe Rate	\$	938,148
Total Personnel Expenses	\$	5,769,266
Operating Expenses		Total
Audit fees	\$	41,250
Payroll fees	\$	7,200
Bank charges	\$	19,200
Subcontractors	\$	351,233
Volunteer stipends	\$	550
Childcare services (FLP Program)	\$	10,000
Copier Supplies & Lease	\$	32,202

Catholic Charities of the East Bay

FY17-18 Operating Budget

REVENUE	Accrual Basis Budget Total
Copy/Printing - Outside of Agency	\$ 28,768
Corporate Board Expense	\$ 2,218
Depreciation	\$ 309,500
Dues & Memberships	\$ 18,534
Employee Recruitment	\$ 13,762
Financial Assistance to Clients	\$ 215,443
Furniture & Equipment	\$ 92,649
Insurance	\$ 86,333
Mortgage Interest Expense	\$ 80,000
Equipment Leases (does not include copier)	\$ 10,000
Janitorial Services	\$ 20,400
Licenses & fees (includes software)	\$ 124,012
Meals	\$ 1,400
Miscellaneous	\$ 3,000
Postage & Shipping	\$ 27,779
Property Taxes	\$ 38,000
Public Relations	\$ 50,400
Rent	\$ 85,770
Repairs & Maintenance (vehicles, buildings, & equipment)	\$ 18,500
Security & Safety	\$ 18,250
Special Events	\$ 77,750
Client Incentives	\$ 7,000
Subscriptions & Publications	\$ 1,510
Supplies-Employee Meetings	\$ 3,654
Supplies - Sanitation & Kitchen	\$ 41,464
Supplies - Office	\$ 23,008
Supplies - Program	\$ 48,169
Supplies - Training	\$ 500
Telephone and Internet	\$ 36,000
Cells Phones & Laptops	\$ 31,219
Staff Training	\$ 24,650
Conferences & Out of Area Travel	\$ 24,657
Travel - Local & Meetings	\$ 64,187
Utilities	\$ 53,500
Total Operating Expenses	\$ 2,143,621
Total Expenses	\$ 7,912,886

Catholic Charities Balance Sheet - August 2017

(in \$ 000's)

Assets	
Cash	1,481
Cash - Held for Others	846
Total Cash	<u>2,327</u>
Grants Receivable - Government	568
Restricted Grants and Other Receivables	33
General Pledges Receivable,	666
Allowance for Uncollectability	(50)
Capital Pledges Receivable	713
Discount on Pledges Receivable	(10)
Prepays & Deposits	11
Total Current assets	<u>4,257</u>
Investments - Merrill Lynch	6,090
Investments - Cassidy	55
Charitable Remainder Trusts-Dow Trust	125
Property, Plant and Equipment, Net	<u>2,015</u>
Total Assets	<u><u>12,542</u></u>
Liabilities	
Accounts Payable and Accrued Expenses	495
Accrued Vacation	198
Funds Held for Others	846
Total Current liabilities	1,538
Mortgages Payable -Non Current	<u>1,293</u>
Total Liabilities	<u><u>2,832</u></u>
Net Assets	
Net Assets - Unrestricted	391
Net assets - Board Designated Endowment	4,358
Net Investment in Property	2,015
Net Assets - Donor Restricted Endowment	1,732
Net Assets - Temporarily Restricted	1,214
Total Net Assets	<u>9,710</u>
Total Liabilities & Net Assets	<u><u>12,542</u></u>

Catholic Charities of the East Bay FY16-17 Operating Budget

REVENUE

Government Grants & Contracts:

Federal	\$ 875,405.00
State	\$ 543,360.00
County	\$ 307,776.00
City	\$ 515,499.67
	\$ 2,242,040.67

Private Foundation Grants:

Restricted & Unrestricted	\$ 1,476,880.00
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Contributions:

Annual Giving ¹	\$ 1,281,192.00
Special Events ²	\$ 255,834.00
	\$ 1,537,026.00

Other:

Fee for Service ³	\$ 708,839.00
Interest and Endowment Earnings	\$ 32,005.00
Prior Year Carryover ⁴	\$ 274,206.85
Aging of Net Assets ⁵	\$ 339,000.00
	\$ 1,354,050.85

TOTAL:	\$ 6,609,997.52
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EXPENSES

Personnel:

Salaries	\$ 3,968,356.00
Taxes & Benefits (@ 20% of salaries) ⁶	\$ 793,671.20
	\$ 4,762,027.20

Non-Personnel:

Audit fees	\$	39,000.00
Bank charges	\$	25,000.00
Client Incentives ⁷	\$	21,130.00
Conferences ⁸	\$	50,614.00
Copy Allocation - In-house ⁹	\$	1,578.00
Copy/Printing - Outside ¹⁰	\$	63,646.00
Corporate Board Expense	\$	4,793.00
Dues & Memberships ¹¹	\$	16,160.00
Employee Recruitment	\$	9,017.00
Equipment lease ¹²	\$	30,000.00
Fees - Other ¹³	\$	8,410.00
Financial Assistance ¹⁴	\$	214,441.00
Financial Assistance-Housing ¹⁵	\$	68,788.00
Food for employee meetings	\$	6,994.00
Furniture & Equipment ¹⁶	\$	71,897.00
Insurance Expense ¹⁷	\$	11,374.00
Janitorial Services	\$	43,500.00
Licenses & fees ¹⁸	\$	164,775.00
Mobile Communications: Cell & Laptop	\$	38,651.00
Printing & Copying - In-house ¹⁹	\$	9,260.00
Postage & Shipping	\$	29,394.00
Program/Professional Services ²⁰	\$	357,280.00
Property Taxes ²¹	\$	22,000.00
Public Relations ²²	\$	35,651.00
Rent ²³	\$	22,012.00
Security & Safety ²⁴	\$	40,500.00
Special Events-Development ²⁵	\$	85,534.00
Special Program Events ²⁶	\$	8,341.00
Subscriptions & Publications	\$	1,010.00
Supplies - Kitchen/Sanitation ²⁷	\$	12,250.00
Supplies - Office & Program ²⁸	\$	41,486.00

Telephone and Internet ²⁹	\$	136,151.00
Training - Staff	\$	37,823.00
Travel -Mileage ³⁰	\$	71,625.50
Volunteer Stipends	\$	2,500.00
Employee Equity Investment ³¹	\$	45,120.00
TOTAL	\$	6,609,732.70

<i>Net income or loss</i>	\$	264.82
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¹ Includes all individual contributions both unsolicited and in response to solicitations (annual appeal, etc.) except special events

² Annual Transforming Lives Luncheon and annual Golf Classic

³ Fees for low-cost Legal Services and select Mental Health services; rent collected from tenant at our West County facility

⁴ Rolled-over receivables from prior year contracts

⁵ Projected cash payments on pledges from prior years

⁶ Comprised of healthcare, vision, dental, life insurance, retirement, and statutory payroll taxes

⁷ Gift cards, stipends

⁸ Conference costs including travel

⁹ Costs are allocated to departments based on usage

¹⁰ Professional brochures and program materials, including translation

¹¹ Membership fees for professional societies including Catholic Charities network

¹² Including copier machines

¹³ Administrative and merchant card fees on donations

¹⁴ Includes direct cash assistance distributed to qualifying clients in crisis programs, legal program, and via our holiday program

¹⁵ Includes rental and utility bill assistance for qualifying clients in our Housing program

¹⁶ New purchases and equipment upgrades including IT upgrades

¹⁷ Includes general liability, contract-specific, and malpractice insurance

¹⁸ Software licenses, including Salesforce and Raiser's Edge, and miscellaneous fees

¹⁹ Cost of materials for employees with private printers (not allocated)

²⁰ Includes all 1099 independent contractors and professional services vendors

²¹ Taxes on Oakland and Richmond service centers

²² Press conferences, video production costs

- 23 Rent at Concord office and portables at Verde Elementary School
- 24 Contract with Bay Alarm, locking systems, safety drills and equipment
- 25 Fundraising and donor appreciation events
- 26 Client and staff recognition events
- 27 Kitchen and sanitation supplies at our three service centers
- 28 Includes program curricula, art supplies, crisis kits, general office supplies
- 29 Total telephone costs; allocated proportionately by location and FTE
- 30 Local travel between service centers and to meetings
- 31 One-time cost to reduce the substantial burden associated with dependent care on our current healthcare plan

Catholic Charities of the East Bay
FY15-16 Budget
Consolidated Summary
In US \$,000

Revenue	Budget 2015-2016
Government	\$ 2,063
Grants	1,245
Appeals	1,920
Contributions	50
Events	102
Client Fees/fiscal Agent/Program	677
Misc.	128
Interest	150
Total Revenue	\$ 6,335
Expense	
Staffing Expense	4,813
Professional Services	304
Program	434
Occupancy	378
Operating	503
Events	76
Depreciation	286
Total Expense Budget	6,794
Net Surplus(Loss) GAAP	
Net Surplus (Loss) Budget	\$ (459)

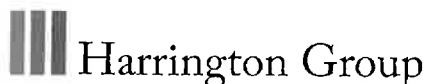
CATHOLIC CHARITIES OF THE EAST BAY

**FINANCIAL STATEMENTS,
SUPPLEMENTAL SCHEDULES,
and
ADDITIONAL INFORMATION**

APRIL 30, 2016

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Certified Public Accountants, LLP

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Catholic Charities of the East Bay

Report on the Financial Statements

We have audited the accompanying financial statements of Catholic Charities of the East Bay (a nonprofit organization), which comprise the Statement of Financial Position as of April 30, 2016, and the related Statements of Activities, Functional Expenses, and Cash Flows for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Catholic Charities of the East Bay as of April 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

INDEPENDENT AUDITORS' REPORT

continued

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements of Catholic Charities of the East Bay as a whole. The accompanying Schedule of Expenditures of Federal and Non-federal Awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying Schedule of Activities for Contracts with Alameda County is also presented for additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Summarized Comparative Information

We have previously audited Catholic Charities of the East Bay's 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 25, 2015. In our opinion the summarized comparative information presented herein as of and for the year ended April 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2016, on our consideration of Catholic Charities of the East Bay's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Catholic Charities of the East Bay's internal control over financial reporting and compliance.

Harrington Group

San Francisco, California
September 30, 2016

CATHOLIC CHARITIES OF THE EAST BAY

STATEMENT OF FINANCIAL POSITION

April 30, 2016

With comparative totals at April 30, 2015

	Unrestricted	Temporarily Restricted	2016	2015
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents (Note 2)	\$ 390,975	\$ 283,200	\$ 674,175	\$ 269,371
Cash and cash equivalents held for other organizations (Note 6)	1,104,223		1,104,223	813,300
Total cash and cash equivalents	1,495,198	283,200	1,778,398	1,082,671
Accounts receivable	443,675		443,675	577,811
Pledges receivable (Note 2)	482,876	902,300	1,385,176	1,105,156
Prepaid expenses	23,520		23,520	106,495
Total current assets	2,445,269	1,185,500	3,630,769	2,872,133
Investments (Note 4)	3,562,458	1,526,533	5,088,991	5,247,005
Receivable from charitable trusts (Note 3)		121,721	121,721	124,340
Property and equipment (Note 5)	2,283,875		2,283,875	2,516,118
TOTAL ASSETS	\$ 8,291,602	\$ 2,833,754	\$ 11,125,356	\$ 10,759,596
LIABILITIES AND NET ASSETS				
LIABILITIES				
Accounts payable and accrued expenses	\$ 362,045	\$ -	\$ 362,045	\$ 160,262
Accrued vacation	187,253		187,253	157,803
Funds held for other organizations (Note 6)	1,104,223		1,104,223	813,300
Funds held in trust for East Bay Refugee Forum			-	38,128
Advances on contracts	59,929		59,929	42,308
Current portion - note payable (Note 7)	34,655		34,655	33,110
Total current liabilities	1,748,105	-	1,748,105	1,244,911
Note payable (Note 7)	1,282,201		1,282,201	1,316,654
TOTAL LIABILITIES	3,030,306	-	3,030,306	2,561,565
NET ASSETS				
Unrestricted				
Operating	2,977,421		2,977,421	2,962,624
Net investment in property	2,283,875		2,283,875	2,516,118
Temporarily restricted (Note 2)		2,833,754	2,833,754	2,719,289
TOTAL NET ASSETS	5,261,296	2,833,754	8,095,050	8,198,031
TOTAL LIABILITIES AND NET ASSETS	\$ 8,291,602	\$ 2,833,754	\$ 11,125,356	\$ 10,759,596

The accompanying notes are an integral part of these financial statements.

CATHOLIC CHARITIES OF THE EAST BAY

STATEMENT OF ACTIVITIES

For the year ended April 30, 2016

With comparative totals for the year ended April 30, 2015

	Unrestricted	Temporarily Restricted	2016	2015
REVENUE AND SUPPORT				
SUPPORT				
Contributions	\$ 1,747,991	\$ 152,352	\$ 1,900,343	\$ 2,558,476
Grants from foundations and other organizations	417,500	617,287	1,034,787	1,039,154
Bequests (Note 2)	420,344	147,897	568,241	340,640
In-kind services (Note 2)	198,885		198,885	198,049
Special events	103,730		103,730	129,662
Grants from United Way		30,000	30,000	10,000
Donated items	8,700		8,700	-
Change in value of split-interest agreement (Note 3)		(2,619)	(2,619)	2,990
Total support	<u>2,897,150</u>	<u>944,917</u>	<u>3,842,067</u>	<u>4,278,971</u>
REVENUE				
Government contracts	2,234,649		2,234,649	2,394,105
Program fees	617,799		617,799	661,869
Miscellaneous income	139,842		139,842	138,352
TOTAL REVENUE	<u>2,992,290</u>	<u>-</u>	<u>2,992,290</u>	<u>3,194,326</u>
Net assets released from purpose restrictions	<u>830,452</u>	<u>(830,452)</u>	<u>-</u>	<u>-</u>
TOTAL REVENUE AND SUPPORT	<u>6,719,892</u>	<u>114,465</u>	<u>6,834,357</u>	<u>7,473,297</u>
EXPENSES				
Program services	4,491,722		4,491,722	4,950,289
General and administration	1,405,379		1,405,379	1,205,579
Fundraising	973,486		973,486	731,975
TOTAL EXPENSES	<u>6,870,587</u>	<u>-</u>	<u>6,870,587</u>	<u>6,887,843</u>
CHANGE IN NET ASSETS BEFORE NON-OPERATING REVENUE	(150,695)	114,465	(36,230)	585,454
NON-OPERATING REVENUE				
Interest and dividends	96,460		96,460	102,757
(Loss) on disposal of assets	(23,200)		(23,200)	-
(Loss) gain on investments	(140,011)		(140,011)	343,292
CHANGE IN NET ASSETS	(217,446)	114,465	(102,981)	1,031,503
NET ASSETS, BEGINNING OF YEAR	<u>5,478,742</u>	<u>2,719,289</u>	<u>8,198,031</u>	<u>7,166,528</u>
NET ASSETS, END OF YEAR	<u>\$ 5,261,296</u>	<u>\$ 2,833,754</u>	<u>\$ 8,095,050</u>	<u>\$ 8,198,031</u>

The accompanying notes are an integral part of these financial statements.

CATHOLIC CHARITIES OF THE EAST BAY

STATEMENT OF FUNCTIONAL EXPENSES

For the year ended April 30, 2016

With comparative totals for the year ended April 30, 2015

	Program Services	General and Administration	Fundraising	Total Expenses	
				2016	2015
Salaries	\$ 2,380,645	\$ 841,550	\$ 508,181	\$ 3,730,376	\$ 3,416,163
Employee benefits	350,340	88,199	51,091	489,630	400,300
Payroll taxes	161,907	62,109	36,951	260,967	238,707
Total personnel costs	2,892,892	991,858	596,223	4,480,973	4,055,170
Financial assistance to individuals	421,720			421,720	683,503
Contract services	169,298	75,292	58,650	303,240	598,270
Occupancy expenses	237,335	20,630	32,666	290,631	291,307
Depreciation expense	179,067	61,395	36,905	277,367	288,963
Other	67,785	124,431	32,495	224,711	207,385
In-kind services	178,599	19,957	329	198,885	198,049
Telephone	129,196	45,610	6,795	181,601	123,797
Events	8,998	3,477	82,985	95,460	52,102
Travel expense	66,265	4,455	9,837	80,557	76,919
Printing and publications	5,661	5,071	62,813	73,545	78,250
Interest expense	40,090	13,745	8,262	62,097	60,537
Supplies	35,191	19,399	2,354	56,944	81,191
Training and conferences	23,726	3,271	25,805	52,802	32,459
Equipment leases	27,045	12,947	2,310	42,302	37,894
Postage and shipping	8,854	3,841	15,057	27,752	22,047
TOTAL 2016 FUNCTIONAL EXPENSES	\$ 4,491,722	\$ 1,405,379	\$ 973,486	\$ 6,870,587	
TOTAL 2015 FUNCTIONAL EXPENSES	\$ 4,950,289	\$ 1,205,579	\$ 731,975		\$ 6,887,843

The accompanying notes are an integral part of these financial statements.

CATHOLIC CHARITIES OF THE EAST BAY

STATEMENT OF CASH FLOWS

For the year ended April 30, 2016

With comparative totals for the year ended April 30, 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ (102,981)	\$ 1,031,503
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation expenses	277,367	288,963
Loss on disposal of assets	23,200	=
Loss (gain) on investments	140,011	(343,292)
Reinvested interest	(95,961)	(102,345)
(Increase) decrease in operating assets:		
Accounts receivable	134,136	(279,911)
Pledges receivable	(280,020)	(1,041,216)
Prepaid expenses	82,975	(25,042)
Receivable from charitable trusts	2,619	(2,991)
Increase (decrease) in operating liabilities:		
Accounts payable	201,783	(311,812)
Accrued vacation	29,450	13,211
Funds held for other organizations	290,923	(532,307)
Funds held in trust for clients	(38,128)	(3,894)
Advances on contracts	17,621	(22,471)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	682,995	(1,331,604)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of new investments	(5,838,149)	(22,203)
Proceeds from sale of investments	5,952,113	145,269
Purchase of property and equipment	(68,324)	(157,324)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	45,640	(34,258)
Cash flows from financing activities:		
Principal payments on notes payable	(32,908)	(22,923)
NET CASH (USED) BY FINANCING ACTIVITIES	(32,908)	(22,923)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	695,727	(1,388,785)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	1,082,671	2,471,456
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 1,778,398	\$ 1,082,671
SUPPLEMENTAL DISCLOSURE:		
Operating activities reflect interest paid of:	\$ 62,097	\$ 60,537

The accompanying notes are an integral part of these financial statements.

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

1. Organization

Catholic Charities of the Diocese of Oakland, Inc. dba Catholic Charities of the East Bay ("Catholic Charities") is a not-for-profit corporation, the Board members of which are elected subject to the approval of the Roman Catholic Bishop of the Diocese of Oakland.

What we do

Founded in 1935 by the Diocese of Oakland, Catholic Charities provides hope and healing to vulnerable children, youth and families in Alameda and Contra Costa Counties through compassionate services that transform lives and foster self-sufficiency. We work deeply to address the root causes of poverty and issues of social justice. We heed the call of Pope Francis to serve the vulnerable. We serve people in need regardless of religious belief, race, national origin, gender, or sexual orientation.

As the social service arm of the Diocese of Oakland, Catholic Charities is a national recognized leader in healing trauma and providing evidence-based mental health services and restorative practices.

Our Programs are organized under three service areas:

Welcoming the Stranger

Refugee Resettlement – welcoming refugees to our communities by meeting basic needs and assisting with new school systems, public institutions, housing, healthcare access, and culture.

Refugee Support Services – assisting refugees on the road to self-sufficiency through support services and access to English as a Second Language (ESL) classes and employment counseling services.

Legal Immigration Services – helping people navigate the complex immigration system to earn lawful working status and follow a path to citizenship. We offer low-cost legal services provided by Board of Immigration Appeals accredited representatives and licensed immigration attorneys.

Unaccompanied Minors – helping children and their families fleeing violence in Central America through direct legal representation and family reunification services. (Central American Minors (CAM) Refugee/Parole Program).

Healing Trauma

Experience Hope – supporting healing and building relationships to improve educational outcomes and strengthen communities. Programs include school-based behavioral health services for children and youth as well as training and coaching activities for school communities and service providers.

Crisis Response – providing intensive grief counseling and family support services to victims of violent crime, including family and friends of homicide victims in Oakland and Alameda County.

Path Two – home-based case management and clinical services to strengthen Contra Costa County families and keep children and young people safely in their homes.

continued

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

1. **Organization, continued**

Project AWARE – training adults in West Contra Costa County to recognize and respond to signs and symptoms of mental health challenges in teens and to decrease stigma around mental illness

Fostering Self-Sufficiency

Critical Family Needs – rental and utilities assistance to families about to lose their homes.

Family Literacy – adult, parent and child literacy classes to promote life-long learning and improve language skills. Serving school families in North Richmond and surrounding communities.

Family to Family – parish-based program helping families move from poverty to self-sufficiency; includes parish refugee co-sponsorship through the People Organized to Welcome Refugees (POWR) initiative.

Hands of Hope Information & Referral – connecting the community to Catholic Charities' programs and services, and facilitating referral to other community resources and service providers.

Coming Soon:

Claire's House – homes of love, hope and healing for commercially sexually exploited children in the Bay Area.

2. **Summary of Significant Accounting Policies**

A summary of the significant accounting policies applied in the preparation of the accompanying financial statements is as follows:

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting.

Accounting

In accordance with accounting principles of net asset accounting, Catholic Charities reports information regarding its financial position and activities according to the existence and nature of donor restrictions in three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

Accounting principles allow Catholic Charities to treat as unrestricted any restricted revenue where the restrictions are met in the same year. Catholic Charities has elected to follow that reporting method. As a result, all activities in which restrictions are met in the same year are recorded in the unrestricted net asset class.

continued

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies, continued

The following are descriptions of Catholic Charities' net asset classifications:

Unrestricted

Operating net assets: Operating net assets include unrestricted resources that are available for the general support of Catholic Charities' operations.

Board designated: Catholic Charities' Board of Directors has set aside unrestricted resources designated for stabilization of program operations and optimal utilization of Catholic Charities' unrestricted net assets towards achieving its mission and strategic objectives.

Net investment in property and equipment: Net resources invested in land, buildings, improvements, equipment, furniture, and software.

Temporarily Restricted. Temporarily restricted net assets result from contributions subject to donors' restrictions that expire with the passage of time or by actions of Catholic Charities. When donor restrictions from prior years expire, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Temporarily restricted net assets consist of the following:

Time restricted:	
Charitable remainder trusts	\$ 121,721
Time and purpose restricted:	
Cassidy assistance fund for seniors	98,053
Purpose restricted:	
Care for the Elderly	1,471,227
General program support	890,214
CSEC	102,880
Youth: Restorative Justice and Violence	71,450
Immigration and Refugee Resettlement	32,508
Financial assistance	27,334
Family Literacy Program	17,469
Housing counseling	898
	<u>\$2,833,754</u>

For the year ended April 30, 2016, net assets released from restrictions were \$830,452 which were released from purpose restrictions.

Permanently Restricted. Permanently restricted net assets represent contributions to be held in perpetuity as directed by the donors. Catholic Charities had no permanently restricted net assets as of April 30, 2016.

continued

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies, continued

Cash and Cash Equivalents

For the purposes of the financial statements, Catholic Charities considers all undesignated cash and highly liquid investments with an original maturity of three months or less, and which are not held by investment managers as part of an investment portfolio, to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are primarily from government agencies. No allowance for uncollectible amounts has been provided because they are deemed collectible.

Contributions and Pledges Receivable

Contributions received are reported as unrestricted, temporarily restricted or permanently restricted, depending upon donor restrictions, if any. Contributions, including unconditional promises to give, are recognized as revenues in the period the pledge is received. Conditional pledges to give are recognized when the conditions on which they depend are substantially met. Contributions that are promised in one year but are not expected to be collected until after the end of that year are discounted at an appropriate discount rate commensurate with the risks involved. Amortization of any such discounts is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. Conditional promises to give are not included as support until the conditions are substantially met. All contributions receivable pledges are valued at the estimated fair present value at April 30, 2016 and are deemed fully collectible. Accordingly, no allowance for uncollectible pledges has been recorded as of April 30, 2016. A discount rate of 0.5% has been used to calculate the present value of pledges receivable. Total amount of pledges receivable at April 30, 2016 of \$1,385,176 is expected to be collected as follows:

<u>Year ended April 30,</u>	
2017	\$ 340,199
2018	309,637
2019	305,886
2020	297,320
2021	140,575
Thereafter	<u>3,645</u>
	1,397,262
Less: unamortized discount on contributions receivable	<u>(12,086)</u>
	<u>\$1,385,176</u>

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are stated at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the Statement of Activities.

continued

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies, continued

Investment income and realized and unrealized gains (losses) on investments are reported as follows:

- As increases (decreases) in permanently restricted net assets, if the terms of the donor stipulations require that they be added to (deducted from) the principal of a permanent endowment fund.
- As increases (decreases) in temporarily restricted net assets, if the terms of the donor stipulations impose restrictions on the use of income.
- As increases (decreases) in unrestricted net assets in all other cases.

Fair Value Measurements

Generally accepted accounting principles provide guidance on how fair value should be determined when financial statement elements are required to be measured at fair value. Valuation techniques are ranked in three levels depending on the degree of objectivity of the inputs used with each level:

Level 1 inputs - quoted prices in active markets for identical assets

Level 2 inputs - quoted prices in active or inactive markets for the same or similar assets

Level 3 inputs - estimates using the best information available when there is little or no market

Catholic Charities is required to measure receivable from charitable trust, investments, pledged contributions, contributed services, and land and facilities at fair value. The specific techniques used to measure fair value for each financial statements element are described in the notes below that relate to each element.

Property and Equipment

Property and equipment are recorded at cost, if purchased, or at fair market value when donated. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purchase. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Unless a donor stipulates the length of time an asset must be maintained, Catholic Charities reports expirations of donor restrictions when the donated or acquired asset is placed in service. At that time, Catholic Charities reclassifies temporarily restricted net assets to unrestricted net assets.

Property and equipment which cost \$2,000 or more are depreciated on a straight-line basis over the estimated useful lives of the assets as follows:

Buildings and improvements	10 - 30 years
Furniture, fixtures, and equipment	3 - 7 years

continued

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies, continued

Advances on Contracts

Advances on contracts represent advances from funding agencies for future services to be provided, or disbursements of direct assistance to individuals, by Catholic Charities. Revenue is recognized on these contracts when the services are performed or the assistance has been disbursed.

Bequests

Bequests are recognized as income at the time an unassailable right to the gift has been established and the proceeds are measurable in amount. All contributions are considered to be available for unrestricted use unless their use is specifically restricted by the donor. The Board has designated that funds received by bequest shall not be used for current operations, but be transferred into the investment fund for long term use.

Donated Services and Materials

Donated services are presented in the financial statements at the fair value of the services received. Contributions of services are recognized if the services received create or enhance non-financial assets or require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation. The value of contributed services and materials for the year ended April 30, 2016 totaled \$198,885 and \$8,700 respectively.

Tax Exempt Status

Catholic Charities is a qualified organization exempt from Federal income and California franchise taxes under the provisions of Sections 501(c)(3) of the Internal Revenue Code and 23701(d) of the California Revenue and Taxation Code, respectively. Accordingly, no provision for income taxes has been included in the accompanying financial statements.

Generally accepted accounting principles provide accounting and disclosure guidance about positions taken by an organization in its tax returns that might be uncertain. Management has considered its tax positions and believes that all of the positions taken by Catholic Charities' in its federal and state exempt organization tax returns are more likely than not to be sustained upon examination. Catholic Charities' returns are subject to examination by federal and state taxing authorities, generally for three and four years, respectively, after they are filed.

Functional Allocation of Expenses

Expenses by function have been allocated among program and supporting services classifications on the basis of time records and on estimates made by Catholic Charities' management.

continued

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies, continued

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates included in the accompanying financial statements include, but are not limited to, the valuation of split-interest agreements (charitable trusts receivable), the functional expense allocations and depreciation expense. Actual results could differ from those estimates.

Concentration of Credit Risks

Financial instruments which potentially subject Catholic Charities to concentrations of credit risk consist of cash and investment securities. Catholic Charities places its cash with creditworthy, high quality financial institutions. Periodically, such investments may be in excess of federally insured limits.

Catholic Charities also has investments in equity and debt securities and is therefore subject to concentrations of credit risk. Investments are managed by investment advisors who have been given instructions by the Board of Directors. Though the market value of investments is subject to fluctuations on a year to year basis, the board officers believe that the investment policy is prudent for the long term welfare of Catholic Charities.

Credit risk with respect to accounts and contributions receivable is limited due to the credit worthiness of the government agencies and individuals who comprise the grantor and donor bases.

Comparative Totals

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with Catholic Charities' financial statements for the year ended April 30, 2015, from which the summarized information was derived.

Reclassification

Certain amounts from the April 30, 2015 financial statements have been reclassified to conform to April 30, 2016 presentation.

Subsequent Events

Management has evaluated subsequent events through September 30, 2016, the date which the financial statements were available for issue. No events or transactions have occurred during this period that appear to require recognition or disclosure in the financial statements.

continued

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

3. Receivable from Charitable Trusts

Catholic Charities is the beneficiary of a charitable remainder trust that is managed by third party trustees. The charitable remainder trusts provide for the payment of distributions to the grantor or other designated beneficiaries over the trust's term. At the end of the trust's term, the remaining assets are available for use by Catholic Charities. In the year the trust was established, the portion of the trust that was attributable to the present value of the future benefits to be received by Catholic Charities was recorded in the Statement of Activities as a temporarily restricted contribution. Each subsequent year, the change in the value of the trust has been reported in the Statement of Activities as increases in temporarily restricted net assets. The change for year ended April 30, 2016 was \$(2,619).

The receivable of \$121,721 from charitable trusts is recorded at the present value of the fair market value of the trust's assets at fiscal year end. The present value is calculated using the estimated remaining life of the trust, which is determined by the beneficiaries' life expectancies. The trust uses an approximate discount rate of 8.04%, estimated investment returns of approximately 7.0%, and an estimated life expectancy.

4. Investments

Significant information about investments at April 30, 2016 is summarized as follows:

Equity funds	\$3,134,552
Fixed income	1,734,542
Money market funds	<u>219,897</u>
Total	<u>\$5,088,991</u>

The unrestricted portion of total investments in the amount of \$3,787,552 is designated by the Board of Directors for long term use. Another \$1,246,133 is to be used for elderly care, and \$55,306 is restricted by the donor to be used at the rate of \$70,000 per year for senior homelessness prevention.

5. Property and Equipment

Property and equipment at April 30, 2016 consist of the following:

Building and improvements	\$ 3,093,830
Furniture and equipment	<u>391,978</u>
	3,485,808
Less: accumulated depreciation	<u>(1,576,157)</u>
	1,909,651
Land	<u>374,224</u>
	<u>\$ 2,283,875</u>

Depreciation expense for the year ended April 30, 2016 was \$277,367.

continued

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

6. Funds Held on Behalf of Other Organizations

Catholic Charities collects money from Catholic parishes to benefit other Catholic charitable organizations. Catholic Charities also acts as a fiscal agent for disbursing the San Francisco Chronicle's Season of Sharing fund in Alameda and Contra Costa Counties. The Season of Sharing funds are used primarily for housing assistance to individuals. Alameda County Department of Social Services and Contra Costa County administer the program, which involves county social services agencies and other community organizations it designates to screen and direct disbursements to eligible individuals. Catholic Charities is one of the designated organizations.

The total amounts collected, received, remitted, and the remaining balance held, on behalf of the other organizations, were as follows:

Balance, April 30, 2015	\$ 813,300
Amount received from San Francisco Chronicle Season of Sharing Fund	2,359,998
Amounts collected for other organizations during the fiscal year:	
Catholic Campaign for Human Development	175,717
Catholic Relief Services – General Collection	148,986
Catholic Relief Services – Rice Bowl Collection	<u>263,376</u>
	3,761,377
Less amounts remitted during fiscal year	<u>(2,657,154)</u>
Balance, April 30, 2016	<u>\$1,104,223</u>

7. Note Payable

In December 2012, Catholic Charities entered into a 3 year loan agreement with a corporation for the purchase of a building in Richmond, California, with the payments being amortized over 20 years. The loan bears interest at 5% per annum, with monthly principal and interest payments of \$7,919, and was secured by a first deed of trust on the property and the entire balance with any interest is repayable on January 1, 2016.

Catholic Charities refinanced the mortgage loan on July 8, 2013 with a financing institution at a "Swapping Agreement All-in Rate" of 4.57%. Loan is secured by a first deed of trust on the property and the entire balance with any interest is repayable on September 1, 2020.

Note payable at April 30, 2016 consists of the following:

Richmond, California mortgage loan	\$1,316,856
Less: current portion	<u>(34,655)</u>
	<u>\$1,282,201</u>

continued

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

7. Note Payable, continued

Maturities for the note payable are as follows:

<u>Year ended April 30,</u>	
2017	\$ 34,655
2018	36,273
2019	37,966
2020	39,737
2021	<u>1,168,225</u>
	<u>\$1,316,856</u>

8. Lease Commitments

Catholic Charities leases properties, postage and copier equipment under short-term operating leases.

Total lease expense for the year ended April 30, 2016 was \$93,062.

9. Retirement Plan

On November 1, 2008, Catholic Charities adopted a 403(b) plan. Employees are eligible to participate. There is no minimum age or service requirements for employees to make salary reduction contributions to the plan. Eligibility for employer base and matching contributions are offered only to employees age 18 and older who have completed 1,000 hours of service within any 12-month period of employment with Catholic Charities or other members of the Catholic Charities USA network and the Roman Catholic Diocese of Oakland. The established base contribution rate is 3% of compensation. Contributions paid to the plan for the year ended April 30, 2016 amounted to \$36,230.

10. Risks and Uncertainties

Catholic Charities derives the majority of its revenues from government grants and external donors. Accordingly, the success of Catholic Charities depends to a large extent on continued funding from these donors and the philanthropic environment in general.

Catholic Charities' grants and contracts are subject to inspection and audit by the appropriate governmental funding agency. The purpose is to determine whether program funds were used in accordance with their respective guidelines and regulations. The potential exists for disallowance of previously-funded program costs. The ultimate liability, if any, which may result from these governmental audits cannot be reasonably estimated and, accordingly, Catholic Charities has no provisions for the possible disallowance of program costs on its financial statements.

continued

CATHOLIC CHARITIES OF THE EAST BAY

NOTES TO FINANCIAL STATEMENTS

11. Fair Value Measurements

The table below presents the balances of assets or liabilities measured at fair value at April 30, 2016 on a recurring basis:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Fixed income				
US Treasury Notes	\$1,004,078	\$ -	\$ -	\$1,004,078
Other Government Securities	363,696			363,696
US Treasury Bonds	260,079			260,079
US Treasury Inflation Bonds	106,689			106,689
	<u>1,734,542</u>	<u>-</u>	<u>-</u>	<u>1,734,542</u>
Equities				
Domestic	<u>3,134,551</u>	<u>-</u>	<u>-</u>	<u>3,134,551</u>
Receivable from Charitable Trusts			<u>121,721</u>	<u>121,721</u>
	<u>\$4,869,093</u>	<u>\$ -</u>	<u>\$121,721</u>	<u>\$4,990,814</u>

The fair values of fixed income and equities have been measured on a recurring basis using quoted prices for identical assets in active markets (Level 1 inputs).

The fair value of the receivable from charitable trusts is measured on a recurring basis by calculating the change in value of the client's beneficial interest in the trust (Level 3 inputs).

The following table provides further details of the Level 3 fair value measurements:

Balance, beginning of year	\$124,340
Change in the charitable trusts value	<u>(2,619)</u>
Balance, end of year	<u>\$121,721</u>

The table below presents transactions measured at fair value on a non-recurring basis during the year ended April 30, 2016:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Pledged contributions (new)	\$ -	\$ -	\$580,820	\$580,820
Contributed services		198,885		198,885
Contributed materials		<u>8,700</u>		<u>8,700</u>
	<u>\$ -</u>	<u>\$207,585</u>	<u>\$580,820</u>	<u>\$788,405</u>

The fair value of contributed services and materials has been measured on a non-recurring basis using quoted prices for similar assets in inactive markets (Level 2 inputs).

The fair value of pledged contributions are measured on a non-recurring based on the value provided by the donor at the date of pledge (Level 3 inputs).

SUPPLEMENTAL SCHEDULES

CATHOLIC CHARITIES OF THE EAST BAY

SCHEDULE OF EXPENDITURES OF FEDERAL AND NON-FEDERAL AWARDS For the year ended April 30, 2016

Program Name	Contract Number	Federal CFDA No.	Contract Term	Program Award	Federal	Non-Federal	Program Expenditures from Government Revenues
Federal Award							
U.S. Department of Health and Human Services ("DHHS"):							
Directly from DHHS, Substance Abuse and Mental Health Services, Projects of Regional and National Significance							
- Now Is The Time (NITT)	1H79SA062800-01	93.243	09/30/15 - 09/29/16	\$ 124,998	\$ 60,073	\$ -	\$ 60,073
- Trauma-Informed Practices (TIPS)	5U79SA061185-03	93.243	09/30/14 - 09/29/15	501,036	176,874		176,874
- Trauma-Informed Practices (TIPS)	5U79SA061185-04	93.243	09/30/15 - 09/29/16	400,000	216,709		216,709
Sub-total Directly from DHHS				1,026,034	453,656		453,656
Pass-through, County of Alameda - Refugee and Entrant Assistance, Targeted Assistance Grants							
Pass-through, County of Alameda - Refugee and Entrant Assistance, Targeted Assistance Grants	SSGTAF013012014	93.584	10/01/14 - 09/30/15	92,725	18,415		18,415
Sub-total Pass-through, County of Alameda	SSGTAF015012015	93.584	10/01/15 - 09/30/16	286,976	70,611		70,611
Sub-total Pass-through, County of Alameda				379,701	89,026		89,026
Pass-through, County of Alameda - State Administered Programs							
Pass-through, County of Alameda - Temporary Assistance for Needy Families (a)	SSGRESS14010000	93.566	07/01/15 - 09/30/16	609,091	328,573	33,715	362,288
Sub-total Pass-through, County of Alameda - Employment/RESS Oakland	SSGRESS14010000	93.588	07/01/15 - 09/30/16	552,409	328,573		328,573
Total DHHS				1,161,500	657,146	33,715	690,861
				2,567,235	1,199,828	33,715	1,233,543
U.S. Department of Housing and Urban Development ("HUD"):							
Pass-through, Catholic Charities of USA - Housing Counseling Assistance Program							
Total HUD		14.169	07/01/15 - 06/30/16	13,680	5,070		5,070
				13,680	5,070		5,070
U.S. Department of State:							
Pass-through, United States Conference of Catholic Bishops - U.S. Refugee and Admissions Program							
Pass-through, United States Conference of Catholic Bishops - U.S. Refugee and Admissions Program		19.510	10/01/14 - 09/30/15	127,500	24,243		24,243
Pass-through, United States Conference of Catholic Bishops - U.S. Refugee and Admissions Program		19.510	10/01/15 - 09/30/16	135,000	48,690		48,690
Pass-through, United States Conference of Catholic Bishops - U.S. Refugee and Admissions Program		19.510	10/01/14 - 09/30/15	175,500	39,104		39,104
Pass-through, United States Conference of Catholic Bishops - U.S. Refugee and Admissions Program		19.510	10/01/15 - 09/30/16	135,000	125,089		125,089
Total United States Department of State, Bureau of Population, Refugees and Migration				573,000	237,126		237,126
Total Federal and Non-federal Awards				\$ 3,153,915	\$ 1,442,024	\$ 33,715	\$ 1,475,739

(a) Audited as a major program

Summary of Significant Accounting Policies:

1. Basis of Accounting - The Schedule of Expenditures of Federal and Non-federal Awards has been reported on the accrual basis of accounting.
2. Catholic Charities is exempt from income taxation under Internal Revenue Code Section 501(c)(3) and California Revenue Taxation Code Section 23701d.

See independent auditors' report.

CATHOLIC CHARITIES OF THE EAST BAY

SCHEDULE OF ACTIVITIES FOR CONTRACTS WITH ALAMEDA COUNTY For the year ended April 30, 2016

Contract 1 Number	15-1958	82879	85177	SSGTAF013012014	SSGRRRESS0100001	G408610	
Contract Period 1	10/1/15-6/30/16	7/1/14 - 12/31/15	7/1/14 - 6/30/15	10/1/14 - 9/30/15	07/01/14 - 05/31/16	11/21/14 - 11/20/15	
Contract Period 1 Amount	\$ 109,208	\$ 450,000	\$ 175,000	\$ 92,725	\$ 1,161,500	\$ 90,000	
Contract 2 Number		85926		SSGTAF015012015			
Contract Period 2		01/01/16 - 06/30/17		10/01/15 - 09/30/16			
Contract Period 2 Amount		\$ 450,000		\$ 286,976			
Contract/Program Description	Oakland USD Crisis Counseling	City of Oakland Measure Y - CRSN	Emergency Relocation	Targeted Assistance	Employment/RESS Alameda County	Centro Legal de la Raza	Total
Revenue							
Grants	\$ 85,442	\$ 311,521	\$ 29,167	\$ 89,026	\$ 690,861	\$ 48,348	\$ 1,254,365
Rent income							
Other: private grant							-
Total Revenues	85,442	311,521	29,167	89,026	690,861	48,348	1,254,365
Salaries	55,483	92,029	758	35,857	356,151	51,694	591,972
Employee benefits	6,339	5,918	6	6,983	63,739	9,058	92,043
Payroll taxes	4,129	5,084		2,589	21,723	3,772	37,297
Total personnel costs	65,951	103,031	764	45,429	441,613	64,524	721,312
Financial assistance to individuals							
Contracted Services	74	14,565	2,321	3,638	56,435		76,959
Occupancy expenses	4,027	122,573	11,613		212	1,346	135,818
Other	129	7,053	122	150	41,509	4,059	56,920
Telephone	1,091	3,337	30	70	3,168	694	7,428
Supplies	1,422	3,006	46	1,176	27,911	1,273	34,503
Travel expense	950	724		1,573	5,127		8,846
Printing and publications	143	5,150	1,609	728	7,818		16,255
Postage and shipping		1,386	9	185	3,623	865	6,211
Training and conference	4,491	120		218	177	25	540
Indirect cost	9,080	940			3,640		9,071
		30,000	8,899		105,620		153,599
Total direct costs	\$ 87,358	\$ 291,885	\$ 25,413	\$ 53,167	\$ 696,853	\$ 72,786	\$ 1,227,462

See independent auditors' report.

ADDITIONAL INFORMATION



Certified Public Accountants, LLP

**Independent Auditors' Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance With *Government Auditing Standards***

To the Board of Directors
Catholic Charities of the East Bay

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Catholic Charities of the East Bay, which comprise the Statement of Financial Position as of April 30, 2016, and the related Statements of Activities, Functional Expenses, and Cash Flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 30, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Catholic Charities of the East Bay's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Catholic Charities of the East Bay's internal control. Accordingly, we do not express an opinion on the effectiveness of Catholic Charities of the East Bay's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Catholic Charities of the East Bay's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

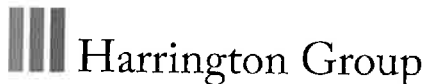
**Independent Auditors' Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance With *Government Auditing Standards***
continued

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Harrington Group

San Francisco, California
September 30, 2016



Certified Public Accountants, LLP

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Directors
Catholic Charities of the East Bay

Report on Compliance for Each Major Federal Program

We have audited Catholic Charities of the East Bay's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Catholic Charities of the East Bay's major federal programs for the year ended April 30, 2016. Catholic Charities of the East Bay's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Catholic Charities of the East Bay's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Catholic Charities of the East Bay's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Catholic Charities of the East Bay's compliance.

Opinion on Each Major Federal Program

In our opinion, Catholic Charities of the East Bay complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended April 30, 2016.

**Independent Auditors' Report on Compliance for Each Major Program
and on Internal Control Over Compliance Required by the Uniform Guidance**
continued

Report on Internal Control over Compliance

Management of Catholic Charities of the East Bay is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Catholic Charities of the East Bay's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Catholic Charities of the East Bay's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Harrington Group

San Francisco, California
September 30, 2016

CATHOLIC CHARITIES OF THE EAST BAY
Schedule of Findings and Questioned Costs
For the year ended April 30, 2016

Section I – Summary of Auditors’ Results

Financial Statements:

Type of auditors’ report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? No

Significant deficiencies identified? None reported

Noncompliance material to financial statements noted? No

Federal Awards:

Internal control over major programs:

Material weakness(es) identified? No

Significant deficiencies identified? None reported

Type of auditors’ report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 200.516 Audit Findings of the Uniform Guidance? No

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? Yes

Identification of Major Programs:

U.S. Department of Health and Human Services:

Temporary Assistance for Needy Families 93.558

Section II – Financial Statements Findings

There are no findings required to be reported in accordance with *Generally Accepted Government Auditing Standards*.

Section III – Federal Award Findings and Questioned Costs

There are neither findings nor questioned costs for Federal awards as defined in the Uniform Guidance.

Section IV – Summary Schedule of Prior Year Findings

None.



**Stand Together CoCo
Partner Advisory
January 30, 2018**

Resources for Families or Individuals at Risk of Federal Deportation Actions

Stand Together CoCo is launching an immigration legal services and rapid response network in Contra Costa County. This ensures that all Contra Costa County residents receive due process under the law, including qualified legal representation, if they are detained by Immigration & Customs Enforcement (ICE) or face potential deportation.

Still in the early days of organizing, a rapid response hotline dedicated to Contra Costa County residents will launch in March. We are also recruiting community responder teams to serve East, Central, and West County.

FOR FAMILIES OR INDIVIDUALS WHO NEED IMMIGRATION LEGAL SERVICES RIGHT NOW (before March 2018):

If you need **non-emergency** advice or counsel from a qualified immigration attorney, please call:

510-365-6812

You'll reach Catholic Charities of the East Bay, which will help you directly or will connect you to the appropriate community partner. A **non-emergency** includes applying for residency or citizenship, DACA renewals, or setting up educational workshops about immigration and your Constitutional rights.

In the event of an emergency, please call the ACILEP Hotline:

510-241-4011

Your call will be answered by the Alameda County Immigration Legal & Education Partnership (ACILEP), your information will be dispatched to the Contra Costa County team.

An emergency is when:

- An individual has already been detained or arrested by ICE
- Federal immigration activity is in progress at your school, workplace, or in the community
- An individual is facing deportation procedures or a hearing

Stand Together CoCo is a coalition of community partners including the Contra Costa County Public Defender's Office, which was authorized by the Board of Supervisors to provide no-cost community education and outreach, rapid response, and legal services to help individuals and families drawn into or at risk of becoming involved with the federal deportation system.

The partners include Catholic Charities of the East Bay, Centro Legal de La Raza, Oakland Community Organizations, Monument Impact, Jewish Family and Community Services – East Bay, International Institute of the Bay Area, and Bay Area Community Resources. The partners also work closely with the Diocese of Oakland, First 5 Contra Costa, and the Interfaith Movement for Human Integrity.