



Agenda

PUBLIC PROTECTION COMMITTEE

SPECIAL MEETING

May 23, 2018

1:30 P.M.

651 Pine Street, Room 107, 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 April 12, 2018 meeting. **(Page 4)**
4. CONSIDER forwarding fiscal year 2018-19 AB109 Community Program funding allocations to the Board of Supervisors for approval, as proposed by the Community Advisory Board. **(Donte Blue, Office of Reentry and Justice) (Page 7)**
5. CONSIDER recommending to the Board of Supervisors appointment of Patrice Guillory to the Community Based Organization seat on the Community Corrections Partnership with a term ending December 31, 2018 and a proposal that the Community Advisory Board make annual recommendations for appointment to the seat in future years, as recommended by the Community Advisory Board. **(Donte Blue, Office of Reentry and Justice) (Page 10)**
6. CONSIDER accepting the AB 109 Annual Report for FY 2016-17 and recommend its adoption to the Board of Supervisors. **(Lara DeLaney, Office of Reentry and Justice) (Page 17)**
7. CONSIDER accepting reports from staff related to various immigration related issues, including compliance with state and federal law, status of federal litigation and correspondence with the U.S. Department of Justice related to federal grants. **(Timothy Ewell, Committee Staff) (Page 68)**
8. The next meeting is currently scheduled for Monday, June 4, 2018 at 10:30 AM.
9. 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: 05/23/2018

Subject: RECORD OF ACTION - April 12, 2018

Submitted For: PUBLIC PROTECTION COMMITTEE,

Department: County Administrator

Referral No.: N/A

Referral Name: RECORD OF ACTION - April 12, 2018

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 April 12, 2018 meeting.

Recommendation(s)/Next Step(s):


APPROVE Record of Action from the April 12, 2018 meeting.

Fiscal Impact (if any):

No fiscal impact. This item is informational only.

Attachments

Record of Action - April 2018

 <h1 style="font-size: 48px; margin: 0;">Agenda</h1>	<h2 style="text-align: center; margin: 0;">PUBLIC PROTECTION COMMITTEE</h2> <p style="text-align: right; margin: 0;">April 12, 2018 10:30 A.M. 651 Pine Street, Room 101, Martinez</p>
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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
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Present: John Gioia, Chair
Federal D. Glover, Vice Chair

Staff Present: Timothy M. Ewell, Committee Staff

1. Introductions

Convene - 9:07 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 February 5, 2018 meeting.

Approved as presented.

Chair John Gioia, Vice Chair Federal D. Glover

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

Passed

4. 1. ACCEPT a report on the refunding of juvenile cost of care fees and review of juvenile electronic monitoring fees related to the juvenile justice system

2. PROVIDE any additional direction to staff.

Approved as presented with the following direction to staff:

1. Return to the Committee with a claim process for individuals that believe a refund is due to them for the period prior to September 2010.

2. Forward to the Board of Supervisors a recommendation to refund Juvenile Electronic Monitoring fees to individuals for the period September 2010 forward for accounts presented by the County Probation Officer.

Chair John Gioia, Vice Chair Federal D. Glover

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

Passed

5.

1. ACCEPT introductory report on the County's Multi-Agency Juvenile Justice Plan and Juvenile Justice Coordinating Council.
2. PROVIDE direction to staff on next steps.

Approved as presented with the following direction to staff:

- 1. Return to the Committee with a summary of the Juvenile Justice Coordinating Council, Juvenile Justice Commission and Delinquency Prevention Commission.*
- 2. Provide information related to the past 12 months of meetings of the Juvenile Justice Commission and the Delinquency Prevention Commission.*
- 3. Provide meeting history information for the Juvenile Justice Coordinating Council.*

Chair John Gioia, Vice Chair Federal D. Glover

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

Passed

6.
 1. ACCEPT accept reports from staff related to various immigration related issues, including compliance with state and federal law, 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.

Approved as presented with the following direction to staff:

- 1. Continue tracking litigation and return to the Committee with an update.*
- 2. Direct County Counsel to write a response letter to the letter submitted to the Sheriff-Coroner by Asian Americans Advancing Justice on April 11, 2018 regarding compliance with the California Values Act (SB 54).*

Chair John Gioia, Vice Chair Federal D. Glover

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

Passed

7. The next meeting is currently scheduled for Monday, May 7, 2018 at 10:30am.
8. Adjourn

Adjourned

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Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

4.

Meeting Date: 05/23/2018

Subject: FY 2018/19 AB109 COMMUNITY ADVISORY BOARD FUNDING
RECOMMENDATIONS

Submitted For: AB109 CAB, Community Advisory Board on Public Safety Realignment

Department: County Administrator

Referral No.: N/A

Referral Name: FY 2018/19 AB109 COMMUNITY ADVISORY BOARD FUNDING
RECOMMENDATIONS

Presenter: Donte Blue, Office of Reentry
and Justice

Contact: Donte Blue, Office of Reentry
and Justice

Referral History:

In its December 2012 meeting, the Community Corrections Partnership (CCP) decided to provide a 4% Cost of Living Adjustment (COLA) to the Community Programs line item in its budget for FY 2018-19. When this budget was submitted to the Board of Supervisor's Public Protection Committee (PPC) for consideration in February 2018, the PPC approved the COLA increase of \$194,688 and directed the Community Advisory Board (CAB) of the CCP to return to the PPC a recommendation on how this additional revenue was to be distributed among the various programs.

Referral Update:

During its April 2018 General Meeting, CAB discussed the distribution of the \$194,688 COLA among its various programs. Working from its FY 2017-18 baseline budget amount of \$4,867,201, CAB determined that it would recommend the following for the aggregate \$5,061,889 FY 2018-19 budget amount:

1. Reduce the line item for CAB support to \$5,000;
2. Retain the amount of \$15,000 for the connection to resources item used for the production of the Reentry Voice newsletter;
3. Distribute the remaining revenue pro rata among the various program areas based on their FY 2017-18 budget amounts;
4. Request that in developing contracts for FY 2018-19 with the various contractors the ORJ direct the contractors to prioritize the use of additional revenue towards increasing compensation amounts paid to line staff so this is consistent with the intended purpose of a COLA;
5. ORJ report back to CAB how each agency ultimately budgets for the increased revenue in its FY 2018-19 contract, and the reason any additional revenue is allocated to an item other than the increase in line staff compensation.

As a result of its discussions, CAB established the following recommended allocations for the FY 2018-19 CCP community programs budget:

Program	Amount
Employment	\$2,081,270
Housing	\$1,071,850
Legal Services	\$156,100
Mentoring and Family Reunification	\$208,130
Reentry Success Center	\$546,330
East and Central County Reentry Network	\$978,200
Connection to Resources (Reentry Voice)	\$15,000
CAB Planning and Support	\$5,009
TOTAL	\$5,061,889

During meetings ORJ had with each contractor following the completion quarter three of the current fiscal year, ORJ informed the contractors of the possible increased allocations to their programs and the desire by CAB to have this additional revenue directed at personnel costs. ORJ is now in the process of negotiating each of these contracts and their requisite budgets, and intends to report back to CAB the result of his process during the first quarter of FY 2018-19, as requested.

Recommendation(s)/Next Step(s):

1. RECOMMEND that the Board of Supervisors (BOS) ADOPT the CCP-CAB recommendations to distribute \$5,061,889 to fund the AB 109 community programs as follows:
 1. Employment: \$2,081,270
 2. Housing: \$1,071,850
 3. Legal Services:\$156,100
 4. Mentoring and Family Reunification: \$208,130
 5. Reentry Success Center: \$546,330
 6. East and Central County Reentry Network: \$978,200
 7. Connection to Resources (Reentry Voice): \$15,000
 8. Community Advisory Board Support: \$5,009

Attachments

FY 2018/19 CAB Community Program Funding Recommendations

Proposed FY 2018-19 Community Based Program Allocations

Community Advisory Board

	FY 2017-18 AB 109 Community Programs	FY 2017/18 Budget with 4% COLA	FY 2017-18 Proportional Distribution	FY 2018-19 Redistribution Amount	FY 2018-19 AB 109 Community Programs Proposed Budget
Employment	Awarded				New Award
Goodwill Industries: 11330	\$900,000	\$ 936,000.00	18.58%	\$ 573.82	\$936,570
Rubicon Programs, Inc.: 20095	\$1,100,000	\$ 1,144,000.00	22.70%	\$ 701.33	\$1,144,700
<i>sub-total</i>	<i>\$2,000,000</i>	<i>\$2,080,000</i>			<i>\$2,081,270</i>
Housing					
SHELTER, Inc.: 05015	\$ 980,000	\$ 1,019,200.00	20.23%	\$ 624.82	\$ 1,019,820
Reach Fellowship International: 03212	\$ 50,000	\$ 52,000.00	1.03%	\$ 31.88	\$ 52,030
<i>sub-total</i>	<i>\$1,030,000</i>	<i>\$1,071,200</i>			<i>\$ 1,071,850</i>
Legal Services					
Bay Area Legal Aid: 10473	\$ 150,000	\$ 156,000.00	3.10%	\$ 95.64	\$ 156,100
<i>sub-total</i>	<i>\$150,000</i>	<i>\$156,000</i>			<i>\$156,100</i>
Mentoring and Family Reunification					
Men and Women of Purpose: 08625	\$ 110,000	\$ 114,400.00	2.27%	\$ 70.13	\$ 114,470
Center for Human Development: 07452	\$ 90,000	\$ 93,600.00	1.86%	\$ 57.38	\$ 93,660
<i>sub-total</i>	<i>\$200,000</i>	<i>\$208,000</i>			<i>\$208,130</i>
Reentry Success Center					
Rubicon Programs, Inc.: 20095	\$ 525,000	\$ 546,000.00	10.84%	\$ 334.73	\$ 546,330
<i>sub-total</i>	<i>\$525,000</i>	<i>\$546,000</i>			<i>\$546,330</i>
Network Management Team					
HealthRIGHT 360: 02401	\$ 605,000.00	\$ 629,200.00	19.40%	\$ 599.32	\$ 629,800
Network Services					
Transitional Housing	\$ 150,000	\$ 156,000.00			\$ 156,000
Specialized Employment and Training	\$ 65,000	\$ 67,600.00			\$ 67,600
Gender Responsive Reentry Transition Planning	\$ 60,000	\$ 62,400.00			\$ 62,400
Employment and Education Liaison	\$ 60,000	\$ 62,400.00			\$ 62,400
<i>sub-total</i>	<i>\$940,000</i>	<i>\$977,600</i>			<i>\$978,200</i>
<i>Grand Total</i>	<i>\$4,845,000</i>	<i>\$5,038,800</i>			<i>\$5,041,880</i>
CAB	\$ 7,201	\$ 5,000			\$ 5,009
Connection to Resources	\$ 15,000	\$ 15,000			\$ 15,000
Carry forward FY 16-17 to FY 17-18 (CCP Approved 5/5/17)	\$ 75,000				
FY 18-19 Redistribution Balance		\$ 3,089			
Net	\$ 4,942,201	\$ 5,061,889	100%	\$ 3,089	\$ 5,061,889



Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

5.

Meeting Date: 05/23/2018

Subject: APPOINTMENTS TO THE CY2018 COMMUNITY CORRECTIONS
PARTNERSHIP - CBO SEAT

Submitted For: PUBLIC PROTECTION COMMITTEE,

Department: County Administrator

Referral No.: N/A

Referral Name: APPOINTMENTS TO THE CY2018 COMMUNITY CORRECTIONS
PARTNERSHIP - CBO SEAT

Presenter: Timothy Ewell, (925)335-1036 **Contact:** Timothy Ewell, (925)335-1036

Referral History:

The California Legislature passed Assembly Bill 109 (Chapter 15, Statutes of 2011), which transferred responsibility for supervising certain lower-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. Assembly Bill 109 (AB109) took effect on October 1, 2011 and realigned three major areas of the criminal justice system. On a prospective basis, the legislation:

- Transferred the location of incarceration for lower-level offenders (specified nonviolent, non-serious, non-sex offenders) from state prison to local county jail and provides for an expanded role for post-release supervision for these offenders;
- Transferred responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS);
- Transferred the custody responsibility for parole and PRCS revocations to local jail, administered by county sheriffs

AB109 also created an Executive Committee of the local Community Corrections Partnership (CCP) and tasked it with recommending a Realignment Plan (Plan) to the county Board of Supervisors for implementation of the criminal justice realignment. The Community Corrections Partnership is identified in statute as the following:

Community Corrections Partnership

1. Chief Probation Officer (Chair)
2. Presiding Judge (or designee)
3. County supervisor, CAO, or a designee of the BOS

4. District Attorney
5. Public Defender
6. Sheriff
7. Chief of Police
8. Head of the County department of social services
9. Head of the County department of mental health
10. Head of the County department of employment
11. Head of the County alcohol and substance abuse programs
12. Head of the County Office of Education
13. CBO representative with experience in rehabilitative services for criminal offenders
14. Victims' representative

Later in 2011, the Governor signed Assembly Bill 117 (Chapter 39, Statutes of 2011), which served as “clean up” legislation to AB109. Assembly Bill 117 (AB117) changed, among other things, the composition of the local CCP-Executive Committee. The CCP-Executive Committee is currently identified in statute as the following:

Community Corrections Partnership-Executive Committee

1. Chief Probation Officer (Chair)
2. Presiding Judge (or designee)
3. District Attorney
4. Public Defender
5. Sheriff
6. A Chief of Police
7. The head of either the County department of social services, mental health, or alcohol and drug services (as designated by the board of supervisors)

Although AB109 and AB117 collectively place the majority of initial planning activities for Realignment on the local CCP, it is important to note that neither piece of legislation cedes powers vested in a county Board of Supervisors' oversight of and purview over how AB109 funding is spent. Once the Plan is adopted, the Board of Supervisors may choose to implement that Plan in any manner it may wish.

Referral Update:

Each year, the PPC reviews the membership of the Community Corrections Partnership and makes recommendations for appointment to non *ex-officio* seats to the Board of Supervisors. The Board has made these appointments on a calendar year basis. In October 2017, the Committee recommended appointments to the Board for 13 of the 14 seats and directed the Community Advisory Board to make a recommendation for appointment to the Community Based Organizations seat.

Today's action is to consider recommending the appointment of Patrice Guillory of HealthRIGHT 360 to the full Board to a term ending on December 31, 2018. A copy of the letter submitted to the County Administrator's Office has been attached for reference.

Recommendation(s)/Next Step(s):

1. RECOMMEND to the Board of Supervisors appointment of Patrice Guillory to the Community Based Organization seat on the Community Corrections Partnership with a term ending December 31, 2018; and
2. RECOMMEND a proposal that the Community Advisory Board make annual recommendations for appointment to the seat in future years.

Fiscal Impact (if any):

No fiscal impact.

Attachments

Letter of Recommendation from Community Advisory Board

CSAC Informational Letter

MEMORANDUM

To: CCP Executive Committee
Cc: Tim Ewell, CAO; Donte Blue, Office of Reentry and Justice
From: Jason Schwarz, CAB Chair
Date: February 16, 2018
Subject: CCP CBO Seat

The Community Advisory Board on Public Safety Realignment (CAB) very much appreciates the opportunity to recommend an individual to fill the CCP seat reserved for a CBO representative. At the January CAB meeting, as part of its officers and appointments discussion, CAB members discussed the eligibility criteria for this seat on the CCP and the profile of the optimal candidate.

CAB has determined that ideally this position would be filled by a CAB member that works for a CBO. Since CAB's mandate is to represent the community CAB believes that appointing a CBO representative who is also a CAB member will have important benefits in strengthening linkages and communication among the CBO community, CCP, and CAB and providing the CCP meaningful inputs from the perspective of the CBO community.

Accordingly, CAB unanimously nominated Patrice Guillory of HealthRIGHT 360, and current CAB Vice Chair, to fill this CBO seat. Not only does Patrice represent an organization with a long history of providing services to the reentry population, but she is also well versed in our local reentry system. CAB is also happy to announce that Patrice has chosen to accept a nomination from the Board of Supervisors to serve in this capacity.

Furthermore, CAB discussed the benefit of naming an alternate to provide back-up to Ms. Guillory in the event she is unable to attend a CCP meeting, if this can be accommodated by the board, CAB member Kaleana Johnson of Shelter Inc., CAB Secretary, has volunteered to serve in this role.

CAB also discussed the opportunity to institutionalize a process to nominate a representative for the CBO seat of the CCP on an annual basis, or in the event an incumbent resigns. CAB plans to discuss this in a future meeting and bring the results of that discussion to a future PPC meeting for endorsement.

CAB thanks you for the opportunity to nominate the CBO representative for the CCP, and we look forward to future opportunities to inform other important county processes.



MEMORANDUM

July 12, 2011

1100 K Street
Suite 101
Sacramento
California
95814

Telephone
916.327-7500

Facsimile
916.441.5507

To: Members, Board of Supervisors
County Administrative Officers

From: Paul McIntosh
Executive Director

Re: AB 117 and the Community Corrections Partnership (CCP)

There continues to be a great deal of confusion and misunderstanding regarding the changes in the Community Corrections Partnership (CCP) encompassed in Assembly Bill 117 (Chapter 39, Statutes of 2011), passed as part of the 2011-12 budget. AB 117 did not change the make-up of the CCP, first formed in SB 678 in 2009, but does provide for revisions to the makeup of the CCP's Executive Committee, which originally was established in AB 109 (Chapter 15, Statutes of 2011).

The fourteen-member CCP in each county remains essentially unchanged and is comprised of the following (Penal Code Section 1230.1):

- Chief Probation Officer (Chair)
- Presiding Judge (or designee)
- County supervisor, CAO, or a designee of the BOS
- District Attorney
- Public Defender
- Sheriff
- Chief of Police
- Head of the County department of social services
- Head of the County department of mental health
- Head of the County department of employment
- Head of the County alcohol and substance abuse programs
- Head of the County Office of Education
- CBO representative with experience in rehabilitative services for criminal offenders
- Victims' representative

AB 117 requires the CCP to prepare an implementation plan that will enable the county to meet the goals of the public safety realignment. AB 117 is silent as to what those goals may be and provides counties with flexibility in how to address realignment. AB 117 does not abdicate the board of supervisor's authority over appropriations and does not enable the CCP to direct how realignment funds will be spent.

The seven-member CCP Executive Committee, as provided in AB 117, is comprised of the following:

Chief Probation Officer (Chair)

Presiding Judge (or designee)

District Attorney

Public Defender

Sheriff

A Chief of Police

The head of either the County department of social services, mental health, or alcohol and drug services (as designated by the board of supervisors)

Under AB 117, the CCP would develop an implementation plan and the Executive Committee would vote to approve the plan and submit it to the board of supervisors. The plan would be deemed accepted unless the board of supervisors voted via a 4/5 vote to reject the plan and send it back to the CCP. Concerns have been raised regarding why the CAO or board member is not part of the Executive Committee and why a 4/5 vote is required to reject the plan.

CSAC's role in the drafting of this component of AB 117 was as one of several stakeholders involved in the public safety realignment. While most of the county stakeholders maintained general agreement on realignment issues during each phase of negotiations in general, there were disparate opinions in how the planning process should unfold. CSAC felt strongly that the only way realignment will be successful is if the planning effort results in a significant shift away from a predominantly incarceration model and movement to alternatives to incarceration. Therefore, it was critical that the planning process be structured to encourage compromise in the CCP to reach the goals of the community in a manner acceptable to the board of supervisors.

The CAO, as you know, must be in a position to remain objective and provide the board of supervisors with unvarnished recommendations on matters that come before them. Having the CAO or a board member as part of the Executive Committee, and therefore casting a vote on the plan to be presented to the board of supervisors, would represent a conflict of interest to the CAO or board member and place them in a position that could compromise their independence. Rather, this approach seemed to capture the best of both worlds – the CAO is part of the planning process and can bring that global vision to that process but is also free to make contrary recommendations to the board of supervisors should they disagree with the ultimate plan adopted. Likewise with a member of the board of supervisors being part of the executive committee.

Some have commented that the 4/5 vote requirement to reject the plan submitted by the CCP limits local flexibility and discretion of the board of supervisors. While the dynamics of the planning process will differ from county to county, the goal was to force consensus within the CCP and the planning process and not

provide an avenue for a participant to try to push their opinion outside of the CCP with the board of supervisors. A super majority makes an “end run” difficult, but still enables the board to reject the plan if the board disagrees with it. A 4/5 vote requirement is not unusual, but does place a higher level of focus on the planning process. It should be noted, as well, that counsel has opined that meetings of the CCP and the Executive Committee will be subject to the Brown Act and all discussions will be required to be conducted in a public meeting.

AB 117 is not a perfect solution but it represents a negotiated agreement that will enable California’s counties to move forward with the dramatic changes necessary to make realignment successful. Clearly the successful implementation of realignment will require a significant paradigm shift in our public safety communities. The successful model will not be an incarceration model, but one that seeks to divert and rehabilitate citizens, returning them to be productive members of our community. Hopefully, the construct of the CCP – that is intended to drive the local public safety community to a consensus about a “different way of doing business” - will ultimately lead to that approach.



Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

6.

Meeting Date: 05/23/2018
Subject: AB 109 Annual Report for FY 2016-17
Submitted For: PUBLIC PROTECTION COMMITTEE,
Department: County Administrator
Referral No.: N/A
Referral Name: AB 109 Annual Report
Presenter: L. DeLaney & M. Rabinowitz **Contact:** L. DeLaney, 925-335-1097

Referral History:

The County Administrator's Office has commissioned the preparation of an AB 109 Annual Report since FY 2014-15. The reports have been prepared by the County's contracted data collection and evaluation firm, Resource Development Associates (RDA), in collaboration with the County's Office of Reentry and Justice and all AB 109-funded County departments/agencies/divisions, the Superior Court, and community-based organizations engaged in reentry service provision.

Referral Update:

The AB 109 Annual Report provides an overview of AB 109-related activities undertaken in Contra Costa County during the fiscal year 2016/17, with a focus on understanding the impact of AB 109-funded County departments, divisions, programs, and contracted service providers. Toward this end, this report describes the volume and type of services provided by all of the County's AB 109 partners over the course of the year. The FY 2016-17 AB 109 Annual Report is **Attachment A**.

Contra Costa County has responded to AB 109 Public Safety Realignment in a manner that has allowed the County to provide supervision and services to the AB 109 population, while building a collaborative reentry infrastructure to support the reentry population's successful reintegration into the community. The County has followed best practice models in establishing access to services through the West County Reentry Success Center's "one-stop" model and the Central & East Reentry Network's "no wrong door" approach.

During the 2016/17 Fiscal Year a number of key changes and investments further refined the County's approach to AB 109, as well as reentry more generally. These included:

- Contracting with HealthRIGHT360 to operate the Central-East Reentry Network of Services in order to improve coordination and service delivery;
- Establishing the Office of Reentry and Justice as a 2.5 year pilot of the County Administrator's Office to align and advance the County's public safety realignment, reentry,

- and justice programs and initiatives;
- Development of a Pre-release Planning Pilot Program to create a more seamless custody-to-community reentry process; and
- Increasing investments in housing services and supports to address the rising cost of housing.

Note: Regarding the information in the report relative to the number of Post Release Community Supervision (PRCS) DA-initiated revocations (Figure 15, page 19), which was reported to be 368 clients revoked in FY 2016-17, staff are reviewing this number for accuracy, as Probation had reported the total PRCS client population to be 670. This concern was raised by the Chief of Probation upon review of the draft Plan.

Recommendation(s)/Next Step(s):

1. ACCEPT the FY 2016/17 AB 109 Annual Report; provide input to staff on any additional information to be included; and
2. RECOMMEND its acceptance by the Board of Supervisors.

Fiscal Impact (if any):

The contract to prepare the Annual Report was in the amount of \$15,000. The contract was funded by the AB 109 allocation to the County Administrator's Office of Reentry and Justice.

Attachments

Attachment A: FY 2016-17 AB 109 Annual Report

Public Safety Realignment in Contra Costa County

AB 109 Annual Report for Fiscal Year 2016/17



Report prepared by Resource Development Associates (RDA)





Contra Costa County

Public Safety Realignment Annual Report: FY 16/17

Community Corrections Partnership of Contra Costa County

Todd Billeci, Chief Probation Officer, Chair	Donna Van Wert, Workforce Development Director
David Livingston, Sheriff of Contra Costa County	Roosevelt Terry, Community Based Organizations Representative
Allwyn Brown, Richmond Police Chief, Rep. of Police Chiefs' Association	Kathy Gallagher, Employment and Human Services Director
Mark Peterson, District Attorney (<i>res.</i>)	Cynthia Belon, Behavioral Health Director
Stephen Nash, Superior Court designee	David J. Twa, County Administrator
Robin Lipetzky, Public Defender	Fatima Matal Sol, Alcohol and Other Drugs Director
Devorah Levine, Victim's Representative	Karen Sakata, County Superintendent of Schools

Staff Assigned to CCP

Timothy M. Ewell, Senior Deputy County Administrator

Lara DeLaney, Office of Reentry and Justice Acting Director

Donte Blue, Office of Reentry and Justice Deputy Director



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Introduction to the Report

This report provides an overview of AB 109-related activities undertaken in Contra Costa County during the fiscal year 2016/17, with a focus on understanding the impact of AB 109-funded County departments, divisions, programs, and contracted service providers. Toward this end, this report describes the volume and type of services provided by all of the County's AB 109 partners over the course of the year.

As context for these activities, the report begins with an overview of the legislative impact of AB 109 on California counties and a discussion of Contra Costa County's response to Public Safety Realignment. This is followed by an in-depth look at the AB 109-related supervision and services provided by each of Contra Costa County's AB 109-funded departments, divisions, and programs, as well as the cross-departmental Pre-trial Services program.¹ The County departments, divisions, and programs included in this report, listed in alphabetical order, are:

- Behavioral Health Services
- Health Services: Detention Health Services
- District Attorney's Office
- Office of the Public Defender
- Pre-trial Services
- Probation Department
- Sheriff's Office
- Workforce Development Board

After summarizing the implementation and impact of AB 109 across County departments, divisions, and programs, this report describes the services provided by AB 109-contracted community based organizations. Finally this report concludes with an overview of AB 109 population outcomes and a discussion of the County's AB 109 priorities moving forward.

A Note on Data

The report development team worked with each County AB 109-funded department, division, and program, as well as 11 community-based organizations ("CBOs") contracted to provide AB 109 services, to obtain the data necessary for the following report. Because data were collected across a variety of agencies that track AB 109 client measures differently, we caution against making direct comparisons from figures across agency sections. Moreover, because each agency has a separate data system and tracks AB 109 client data disparately, some measures such as the percentage of the AB 109 population

¹ Contra Costa County also provides \$200,405 in AB 109 funding to the County Superior Court to support courtroom operations. This funding pays for two courtroom clerks to expedite case file processing and data entry.

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under supervision with new criminal charges and/or convictions during FY 16/17 could not be calculated without tracking individuals across departments, divisions, and programs.



Realignment in Contra Costa County

Legislative Impacts of AB 109

Largely a response to prison overcrowding in California, the Public Safety Realignment Act (Assembly Bill 109 (“AB 109”)) was signed into law in 2011, taking effect on October 1, 2011. AB 109 transferred the responsibility of supervising specific lower-level incarcerated individuals and parolees from the California Department of Corrections and Rehabilitation (“CDCR”) to counties, realigning three major areas of the criminal justice system. Specifically, AB 109:

- ❖ Transferred the location of incarceration for individuals incarcerated for lower-level offenses (specified non-violent, non-serious, non-sex offenders) from state prison to local county jail and provided for an expanded role for post-release supervision for these individuals;
- ❖ Transferred the responsibility for post-release supervision of individuals incarcerated for lower-level offenses (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (“PRCS”);
- ❖ Shifted the responsibility for processing certain parole revocations from the state Parole Board to the local court system; and
- ❖ Shifted the responsibility for housing revoked supervision clients affected by the above changes from CDCR to county detention facilities.

There are three new populations for which the County is now responsible for housing and supervising, all classified under AB 109. These populations include:

- ❖ **Post-Release Community Supervisees:** County Probation Departments now supervise a specified population of incarcerated individuals discharging from prison whose commitment offense was non-violent and non-serious.
- ❖ **Parolees:** Parolees – excluding those serving life terms – who violate the terms of their parole serve any detention sanction in the local jail rather than state prison. In addition, as of July 1, 2013 local courts are now responsible for parole revocation hearings for parolees who violate the terms of their parole, rather than the state Parole Board.
- ❖ **1170(h) Sentenced defendants:** Individuals convicted of non-violent or non-serious felonies serve their sentence under the jurisdiction of the county instead of state prison. Sentences are now



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served either in county jail, on felony probation or on a split sentence (where part of the term is served in jail and part under supervision by the county Probation Department).

In addition to transferring the responsibility of housing and supervising these populations from the state to the County, AB 109 also required that the County use AB 109 funding towards building partnerships with local health and social service agencies and community based services to provide supportive services designed to facilitate the successful reentry and reintegration of AB 109 individuals into the community and reduce the likelihood that they would recidivate.

Contra Costa County's Approach to Public Safety Realignment

After the enactment of AB 109, the Executive Committee of Contra Costa County's Community Corrections Partnership ("CCP") developed an AB 109 Public Safety Realignment Implementation Plan approved by the County's Board of Supervisors. During the first two years of Public Safety Realignment, the County focused on absorbing the impacts of AB 109 across County departments, divisions, and programs using data to inform decision making around how best to prepare for housing and supervising the AB 109 population. During this time Contra Costa County also established an AB 109 Operational Plan and worked towards developing a coordinated reentry infrastructure, emphasizing the use of evidence based practices ("EBPs") for serving the AB 109 reentry population.

In the years since then, Contra Costa County's approach to AB 109 implementation has largely centered on developing formalized partnerships between different law enforcement agencies, as well as partnerships between law enforcement agencies and health or social service agencies, such as Behavioral Health Services ("BHS") and AB 109-contracted community-based organizations ("CBOs"). For instance, the Sheriff's Department and Probation have increased coordination with each other so that Deputy Probation Officers ("DPOs") have greater access to County jails than they did prior to AB 109. Probation has also increased communication and collaboration with BHS and AB 109-contracted CBOs resulting in a greater number of referrals to reentry support services that are in place to help returning citizens successfully reintegrate into the community.

During the 2016/17 Fiscal Year a number of key changes and investments further refined the County's approach to AB 109, as well as reentry more generally. These included:

- ❖ Contracting with HealthRIGHT360 to operate the Central-East Reentry Network of Services in order to improve coordination and service delivery;
- ❖ Establishing the Office of Reentry and Justice as a 2.5 year pilot of the County Administrator's Office to align and advance the County's public safety realignment, reentry, and justice programs and initiatives;
- ❖ Development of a Pre-release Planning Pilot Program to create a more seamless custody-to-community reentry process; and
- ❖ Increasing investments in housing services and supports to address the rising cost of housing.

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RDA utilized the annual report template developed previously to compile the following FY 2016/17 AB 109 Annual Report.



County Department, Division, and Program Impacts (FY 16/17)

Public Safety Realignment shifted the responsibility of housing and supervising certain individuals incarcerated for lower-level offenses from the state to the County, and also required that the County use AB 109 funding towards building partnerships between County departments, divisions, and programs to provide coordinated and evidence-based supervision of, and services for, the AB 109 reentry population. The sections below summarize how AB 109 has impacted County departments, divisions, and programs by highlighting the volume and types of supervision and services provided to the AB 109 population across the County.

Behavioral Health Services

Table 1: Funding Allocation for BHS

Program Expenditure	FY 15/16	FY 16/17
Staff	\$ 1,011,070	\$ 1,092,651
Operating	\$ 903,646	\$ 1,150,781
Total	\$ 1,914,716	\$ 2,243,433

The BHS Division combines Alcohol and Other Drugs Services (“AODS”), the Homeless Program, Forensic Mental Health Services, and Public Benefits into an integrated system of care. BHS partners with clients, families, and community-based organizations to provide services to the AB 109 population. While BHS provided services for the reentry population prior to the start of AB 109, Realignment resulted in an increased focus on and funding for serving these clients. The sections below demonstrate the number of AB 109 individuals receiving services from each department, division, and program over the course of the 2016/17 fiscal year.

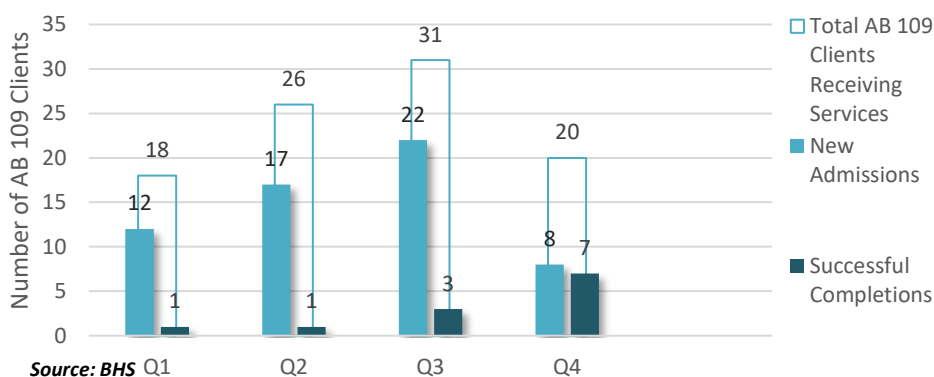
Alcohol and Other Drugs Division

The AODS division of BHS operates a community-based continuum of substance abuse treatment services to meet the level of care needs for each AB 109 client referred. As shown in Figure 1, AODS provided outpatient services to an increasing number of AB 109 clients throughout the first three quarters of FY 16/17. During the entire FY, 59 clients were admitted to outpatient treatment and 12 successfully completed outpatient treatment services.



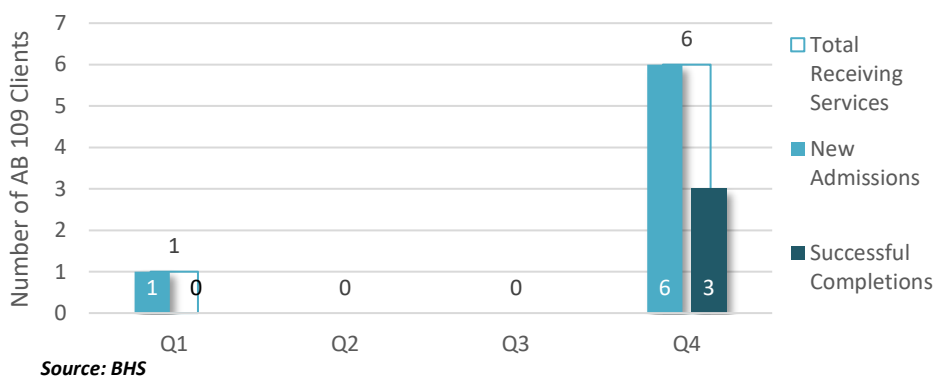
Contra Costa County
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Figure 1: Outpatient Treatment Services



For AB 109 clients in need of acute withdrawal services, AODS provides residential detoxification treatment. During FY 16/17, AODS providers admitted 7 AB 109 clients to residential detox. As shown in Figure 2, 3 clients successfully completed residential detox during that year.

Figure 2: Residential Detoxification Services

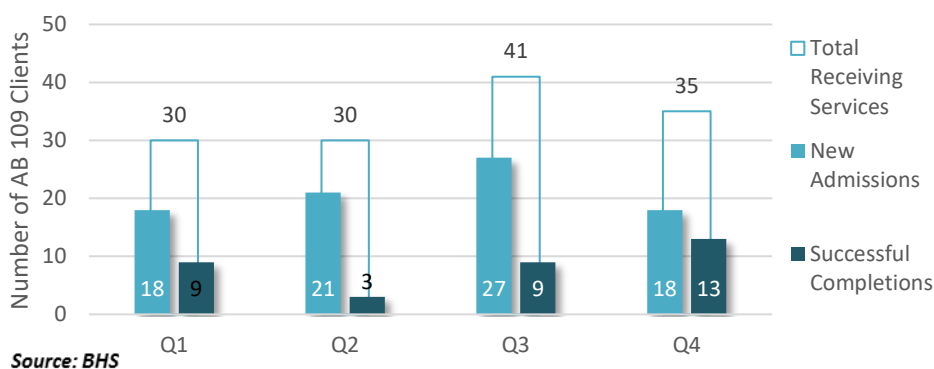


AODS also provides residential substance abuse treatment to clients on AB 109 supervision. As shown in Figure 3, AODS provided residential treatment services to an increasing number of AB 109 clients for the first three quarters of the year. During FY 16/17 the County admitted 84 AB 109 clients to residential treatment, and 34 clients successfully completed residential services. Additionally, the number of clients completing services increased in the fourth quarter.



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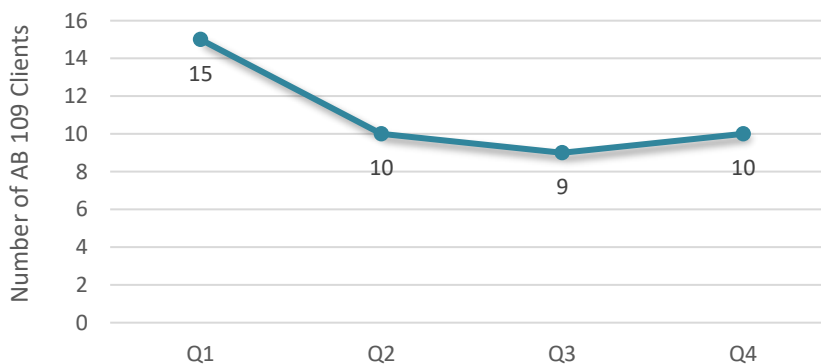
Figure 3: Residential Treatment Services



Homeless Program

In FY 16/17, the County's Homeless Program² served 15 AB 109 individuals in the first quarter, 10 in the second, 9 in the third, and 10 in the fourth, as shown in Figure 4.

Figure 4: AB 109 individuals provided Homeless Services



Source: Health Services – Health, Housing, and Homeless Service Division

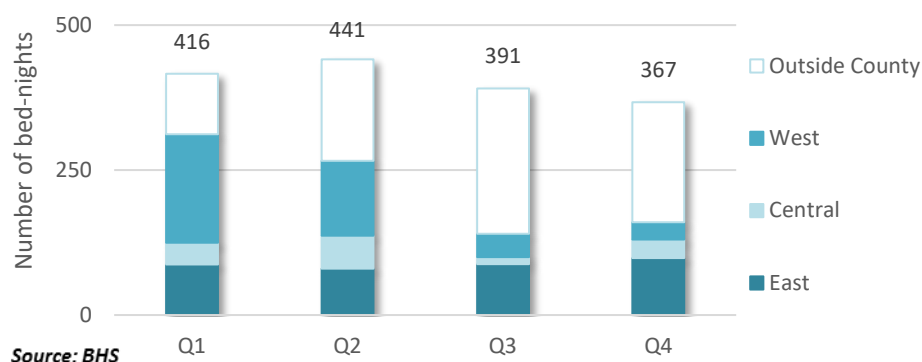
The total number of bed-nights utilized by the AB 109 population are provided in Figure 5 below, which shows 1,615 bed-nights were utilized both in and out of the county during the fiscal year.

² Although the County's Homeless Program is listed in the Behavioral Health Services section of this report, please note that Homeless Services are actually provided through the Homeless Program's association with the Health, Housing, and Homeless Services Division.



Contra Costa County
Public Safety Realignment Annual Report: FY 16/17

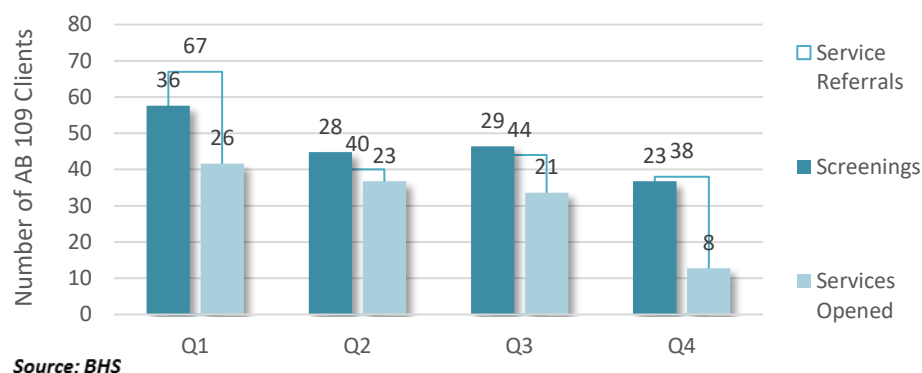
Figure 5: Total bed-nights utilized by AB 109 population



Mental Health Division

Forensics Mental Health collaborates with Probation to support successful community reintegration of individuals with co-occurring mental health and substance related disorders. Services include assessment, groups and community case management. As indicated in Figure 6, Probation referred 189 AB 109 clients to Forensic Mental Health services, of whom 116 received mental health screenings, and from which 78 opened services.

Figure 6: Clients referred to, screened for, and received Forensic Mental Health services



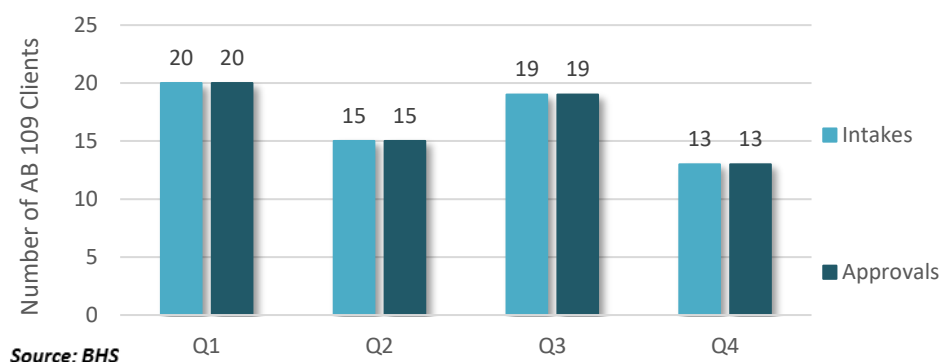
Public Benefits

BHS also assists AB 109 clients with applying for public benefits, including Medi-Cal, General Assistance, CalFresh, and Social Security Disability Income/Supplemental Security Income ("SSDI/SSI"). Figure 7 displays the number of AB 109 clients assisted with applications for Medi-Cal in FY 16-17, and the number of applications approved by the State.



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Figure 7: Medi-Cal intakes and approvals



In contrast, no data was available on whether AB 109 clients were assessed for or enrolled in other benefits, such as General Assistance, CalFresh, and SSDI/SSI benefit applications than Medi-Cal applications. Given that such data was available in prior years, it is not clear why BHS was unable to provide it for this year.

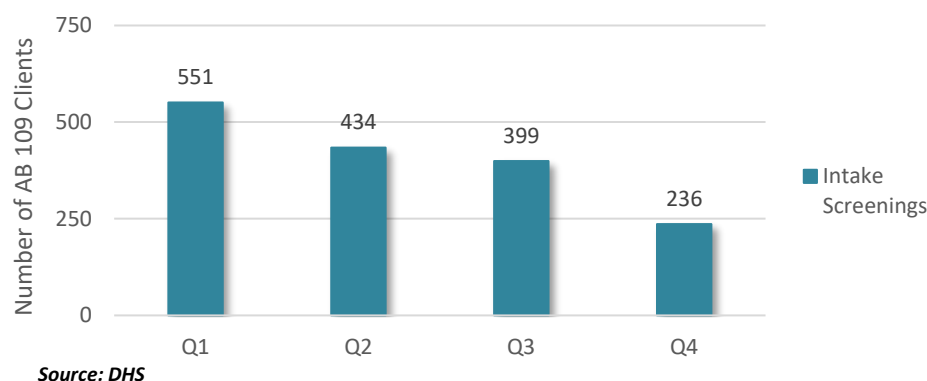
Health Services: Detention Health Services

Table 2: Budget Allocation for DHS

Program Expenditure	FY 15/16	FY 16/17
Staff	\$ 1,055,562	\$ 1,055,562
Total	\$ 1,055,562	\$ 1,055,562

Contra Costa County's Detention Health Services Department ("DHS") provides health care to all incarcerated individuals – including AB 109 individuals – housed within the County. DHS provides in-custody access to nurses, doctors, dentists, mental health clinicians, and psychiatrists who provide medical and mental health care for all AB 109 individuals in custody. The County's detention facilities provide basic health screenings to all new individuals in custody, including AB 109 individuals. Figure 8 displays the number of AB 109 individuals who were provided intake health screening across each quarter of FY 16/17.

Figure 8: DHS needs assessments and intake screenings for AB 109 inmates




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In addition to these screenings, DHS provides an array of health-related services to all individuals incarcerated in the County's detention facilities, including physical, behavioral, and dental care. Figure 9 displays the distribution of sick calls (e.g., in-person appointments) provided for AB 109 individuals in FY 16/17.

Figure 9: Types of DHS sick calls for AB 109 inmates


District Attorney's Office

Table 3: Budget Allocation for the DA FY 16/17

Program Expenditure	Current FY 16/17
Salaries & Benefits: Victim Witness Program	\$ 87,434
Salaries & Benefits: Arraignment Program	\$ 592,516
Salaries & Benefits: Reentry/DV Program	\$ 606,169
Salaries & Benefits: ACER Clerk	\$ 89,624
Salaries & Benefits-Add (1) Gen'l Clerk	\$68,059
Ceasefire Coordinator Program	\$110,000
Operating Costs	\$ 82,995
Total	\$ 1,636,797

Table 4: Budget Allocation for the DA FY 15/16

Program Expenditure	FY 15/16
Salaries & Benefits:	\$ 1,122,727
Operating Costs	\$ 134,189
Total	\$ 1,256,916



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The District Attorney's Office ("DA") functions to protect the community by prosecuting crimes and recommending sentences intended to increase public safety. Certain felony charges, if convicted, result in AB 109 sentences. As shown in both Figure 10 and Figure 11 below, only 148 of all convicted felonies in the County in FY 16/17 —fewer than 10% overall—resulted in AB 109 sentences.

Figure 10: Number of AB 109 sentences as a percentage of all felony sentences, by FY 16/17 quarter

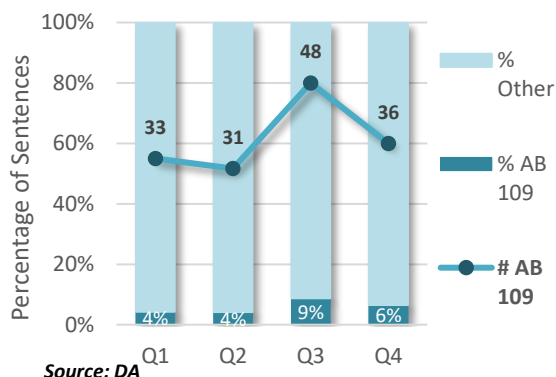
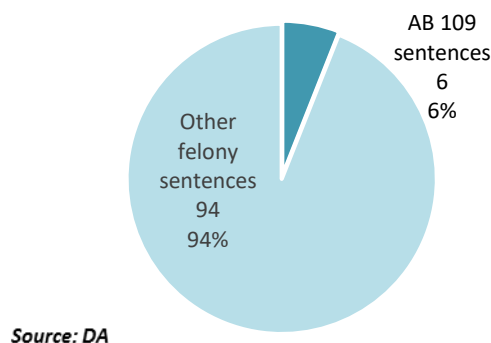


Figure 11: Number of AB 109 sentences as a percentage of all felony sentences, all FY 16/17



The Court may sentence a convicted AB 109 individual to either local custody or a split sentence, which entails local incarceration followed by Probation supervision. Increasing evidence shows that split sentences lead to better outcomes, and the County's District Attorney has been a statewide leading advocate for split sentences. As shown in both Figure 12 and Figure 13, 100% of AB 109 sentences in the County were a combination of custody and supervision. Sentences labeled "Supervision" are instances where individuals were sentenced to custody and supervision as well; in these instances, individuals were released upon sentencing after receiving credit for time served prior to their sentence.



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Figure 12: Types of sentences as a percentage of all AB 109 sentences, by FY 16/17 quarter³

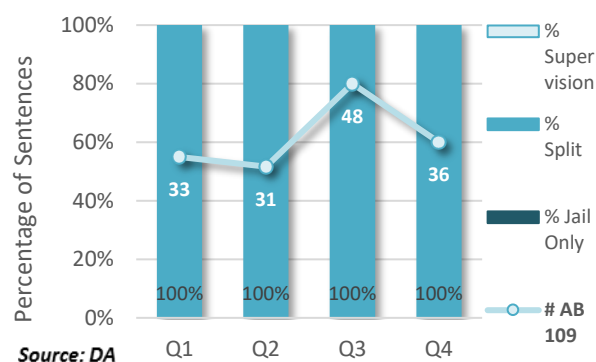
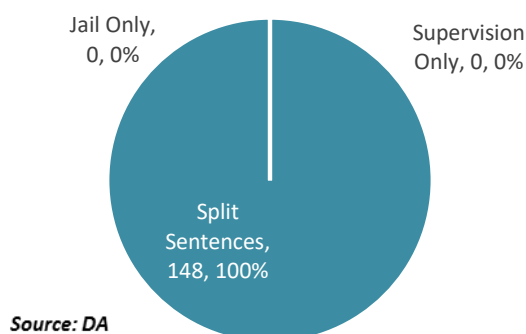
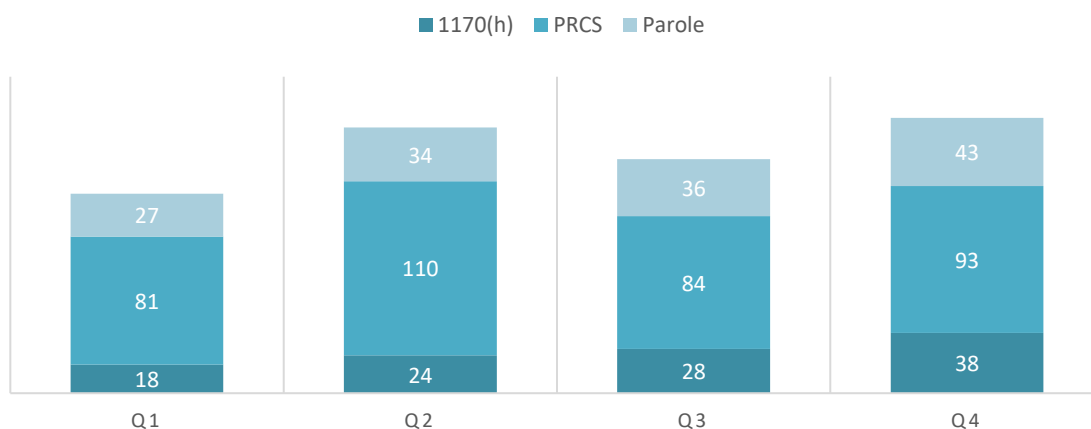


Figure 13: Types of sentences as a percentage of all AB 109 sentences, all FY 16/17³



Additionally, the DA can initiate supervision revocations for probation and parole violations. Figure 14 and Figure 15 illustrate the number of AB 109 supervision revocations in FY 16/17, by AB 109 classification types.

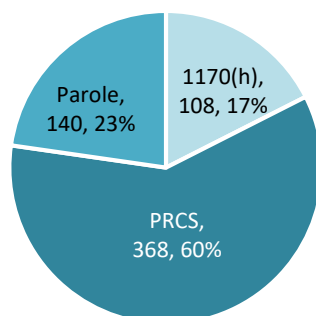
Figure 14: Types of AB 109 supervision revocations, by FY 16/17 quarter



³ Only includes new 1170(h) sentences.


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Figure 15: Types of supervision revocations as a percentage of all AB 109 revocations, all FY 16/17



Source: DA

Office of the Public Defender

Table 5: Budget Allocation for the PD FY 16/17

Program Expenditure	Current FY
Salaries & Benefits: Clean Slate/ Client Support	\$ 316,930
Salaries & Benefits: ACER Program	\$ 697,958
Salaries & Benefits: Reentry Coordinator	\$ 257,399
Salaries & Benefits: Failure to Appear Program	\$ 151,080
Total	\$ 1,423,367

Table 6: Budget Allocation for the PD FY 15/16

Program Expenditure	FY 15/16
Salaries & Benefits	\$ 1,166,572
Total	\$ 1,166,572

The main role of the Public Defender within AB 109 implementation is to provide legal representation, assistance, and services for indigent persons accused of crimes in the County. Before the adjudication process begins, the County's AB 109 funds enable the Office of the Public Defender to provide paralegal and attorney staffing for the Arraignment Court Early Representation ("ACER"), the Pre-trial Services ("PTS") programs, and the Early Representation Program. Both the ACER and PTS programs are designed to reduce the County's custodial populations; by ensuring the presence of attorneys at defendants' initial court appearances, ACER is intended to increase the likelihood that appropriate defendants will be released on their own recognizance ("OR") for the duration of the court process and allow for the expedited resolution of cases. PTS supports reduced Pre-trial detention by providing judges with greater information with which to make bail and Pre-trial detention decisions, and by providing Pre-trial supervision of individuals who are deemed appropriate for release. The Early Representation Program is designed to lower the Failure to Appear (FTA) rate by providing early representation services to those who receive misdemeanor citations from the Antioch Police Department.

County AB 109 funds also support a social worker who provides social service assessments and referrals for clients needing additional support and prepares social history reports for court proceedings. The Office



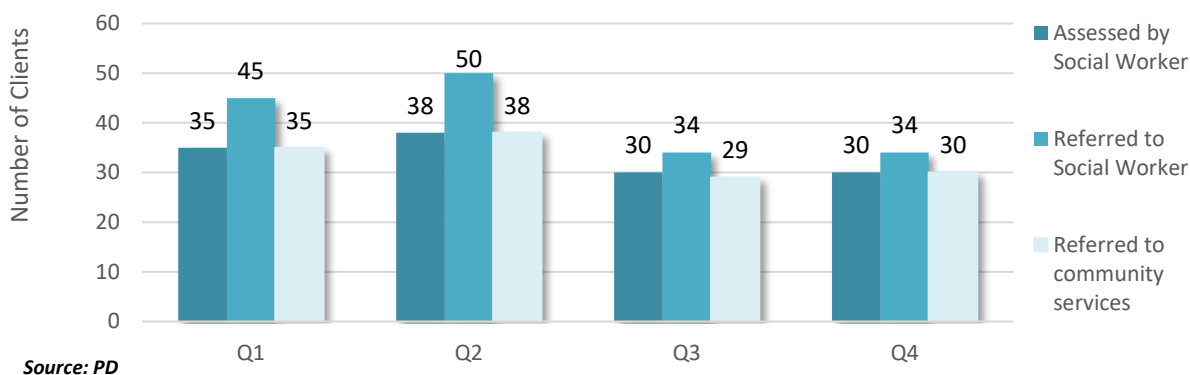
Contra Costa County

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also provides a suite of post-conviction Clean Slate services including advocacy for expungement and record sealing, obtainment of certificates of rehabilitation, motion for early termination, and petitions for factual innocence.

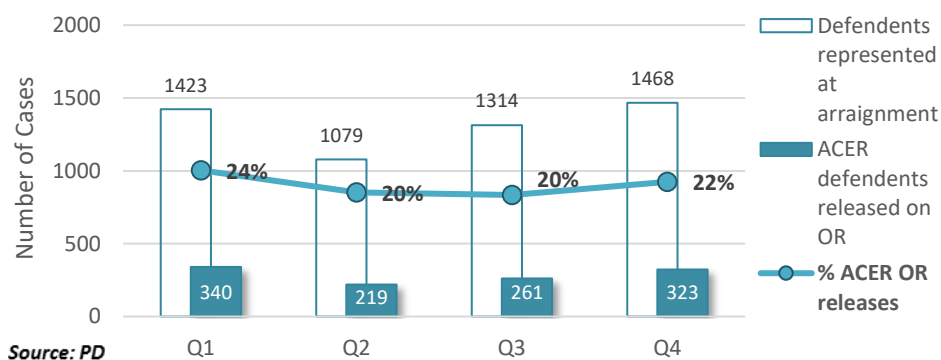
During FY 16/17, the social worker in the Office of the Public Defender assessed 133 defendants for social service needs and referred 132 of these individuals to community-based services intended to help address identified needs.

Figure 16: Clients referred to Social Worker by PD and community service providers by Social Worker



The ACER collaboration between the Office of the Public Defender and the District Attorney's Office has resulted in thousands of defendants receiving representation at arraignment and does appear to facilitate both Pre-trial releases and early case resolution. As Figure 17 shows, more than 5,284 defendants were represented at arraignment though the ACER program; of these between approximately 20% and 24% were released on their own recognizance.

Figure 17: Number and percentage of clients released on OR, by FY 16/17 quarter



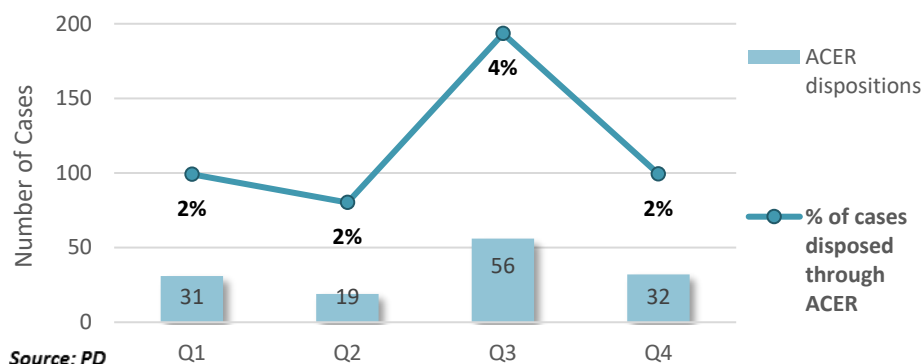


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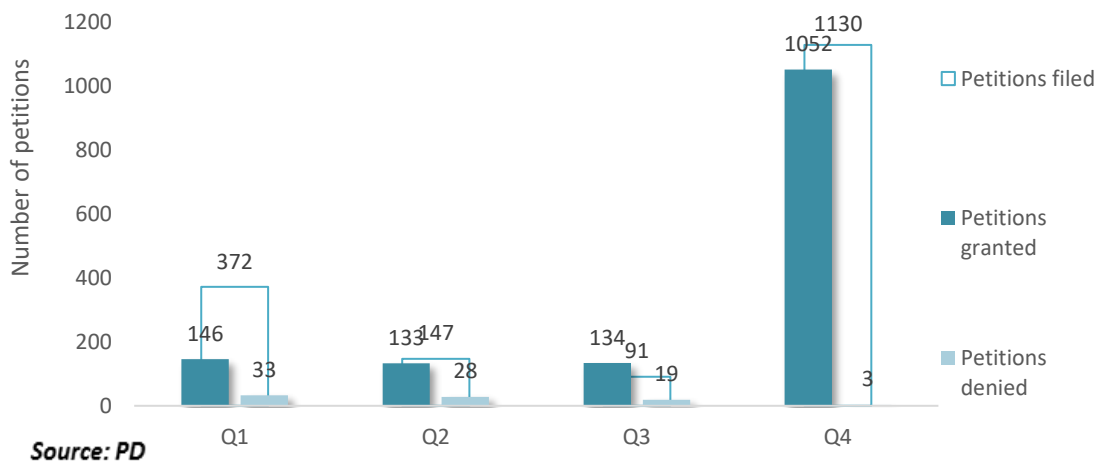
A smaller but still sizeable percentage of criminal cases were also disposed through ACER. Across the year, 138 cases were disposed at arraignment, comprising between 2% and 4% of all cases that went through the ACER process.⁴

Figure 18: Number and percentage of ACER dispositions, by FY 16/17 quarter



In addition to these services, the Office of the Public Defender dedicated significant efforts to Clean State services. As Figure 19 shows, the Office of the Public Defender filed 1,740 Clean Slate petitions. Over the same period of time, 1,465 Clean Slate petitions were granted and 83 were denied⁵. (Due to time lags between the filing of petitions and the review thereof, the number of petitions ruled on does not align with the number filed.)

Figure 19: Clean Slate petitions filed, granted, or denied, by FY 16/17 quarter



⁴ This includes only felony cases resolved at arraignment and does not include misdemeanor or probation violations resolved by the ACER attorneys.

⁵ This estimate only includes expungement dismissal petitions and not Proposition 47 Felonies.



Pre-trial Services

Table 7: Budget Allocation for PTS FY 16/17

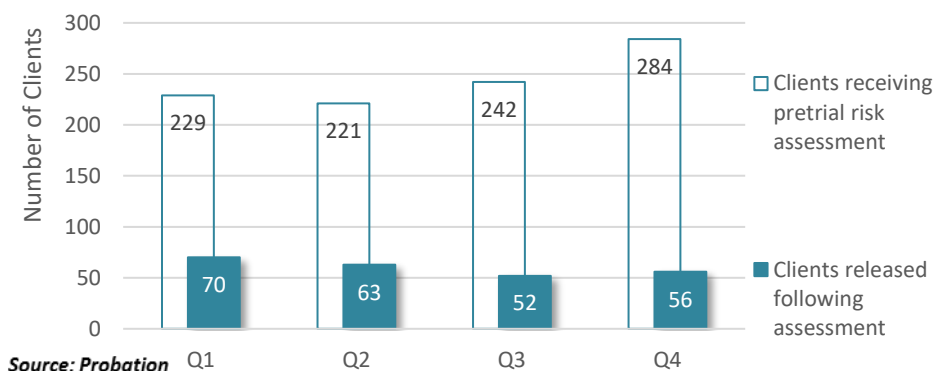
Program Expenditure	FY 16/17
Salaries & Benefits	\$ 866, 863
Operating Costs	\$75, 497
Total	\$ 942, 360

Table 8: Budget Allocation for PTS FY 16/17

Program Expenditure	FY 15/16
Salaries & Benefits: Probation	\$ 678,056
Salaries & Benefits: Public Defender	\$ 149,182
Operating Costs	\$ 10,197
Total	\$ 837,435

PTS is a collaboration between the Office of the Public Defender, the District Attorney, Sheriff's Office, Probation, and the Court that is aimed at reducing the pre-trial custody population. Paralegals screen all eligible individuals scheduled for arraignment, and qualifying clients are then assessed for risk utilizing a validated assessment tool. The numbers of PTS clients assessed for risk, and then released pre-trial following the assessment are shown below in Figure 20.

Figure 20: PTS clients assessed for pre-trial risk, by FY quarter 16/17

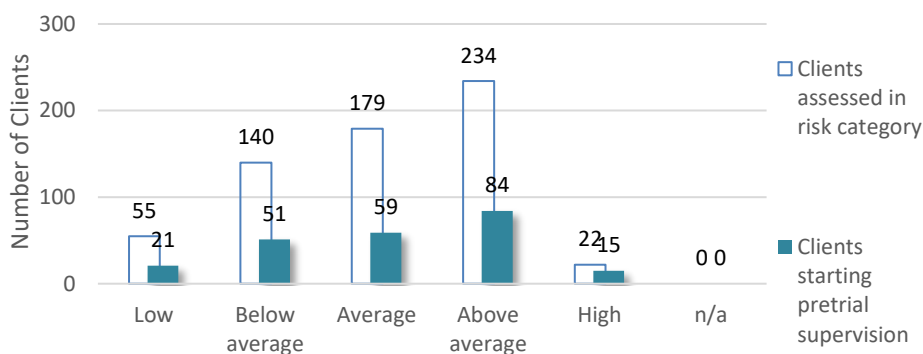


There are five categories of risk: low, below average, average, above average, and high, although some clients are screened for Pre-trial assessment but do not receive a score due to a lack of necessary information available at the time of assessment. Figure 21 displays the distribution of risk levels in FY 16/17, showing that most of clients scored above average during this period. Clients assessed as average or above average risk were more likely to be released onto pre-trial supervision than clients who were average risk and below.



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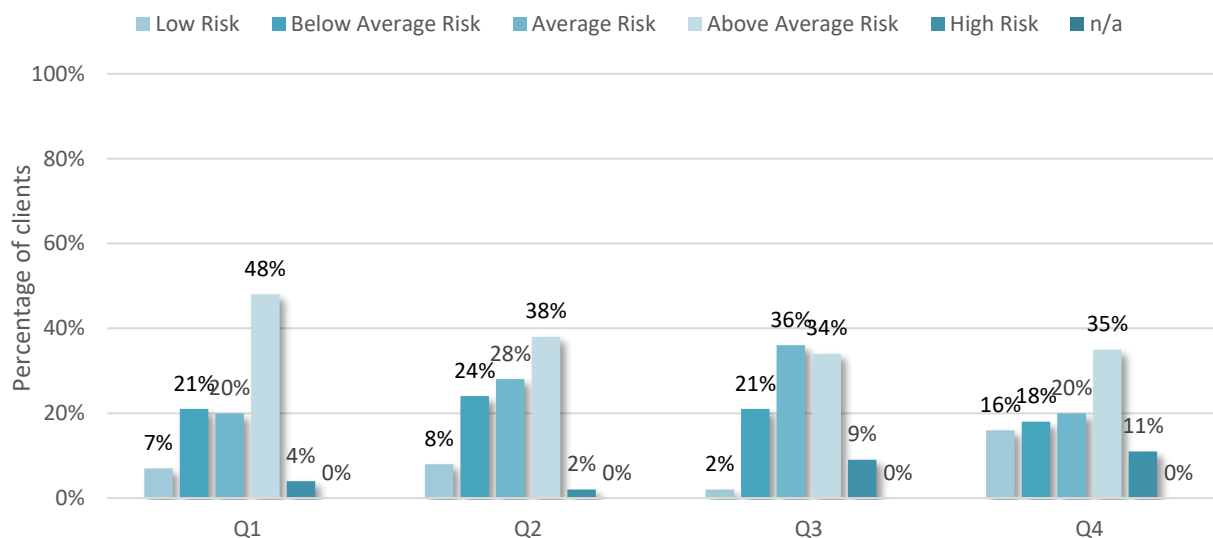
Figure 21: Assessed pre-trial risk levels, all FY 16/17



Source: Probation

Figure 22 demonstrates that throughout FY 16/17, the Court did release a higher proportion of above average risk clients, with the exception of quarter 3 when a higher proportion of average risk clients were released.

Figure 22: Risk-level distribution of clients starting pre-trial supervision, by quarter



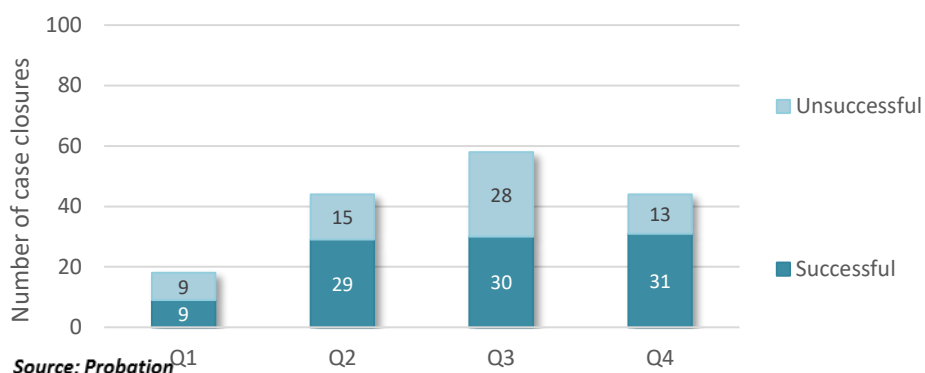
Source: Probation

As Figure 23 shows, among all individuals under pre-trial supervision whose case closed during FY 16/17, most successfully closed their cases, meaning that clients successfully appeared at their court dates and were not charged with any new offense while going through the court process. Because going through the court process can take months or years, the number of individuals whose pre-trial supervision cases closed is smaller than the number of individuals who started pre-trial supervision over the year.



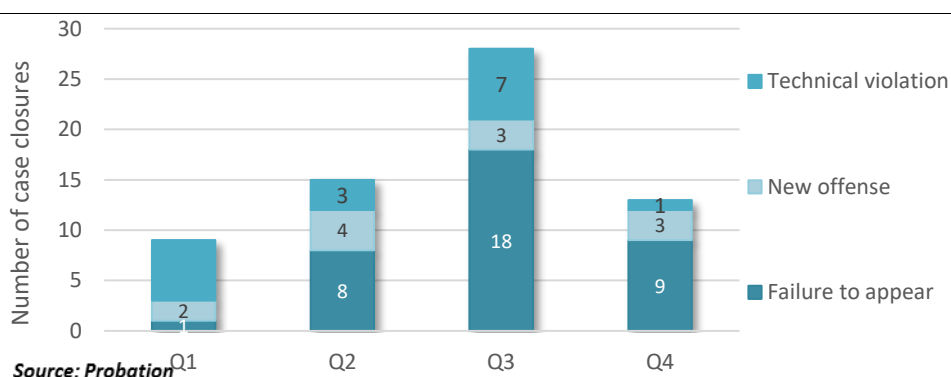
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Figure 23: Pre-trial supervision case closures, by quarter



Despite overall success of PTS clients, a sizeable minority of clients do not successfully complete the program. As Figure 24 shows, this is usually due to a client's failure to appear at his/her court date, although this is sometimes due to a client being charged with a new criminal offense or being returned to custody for a technical violation of the terms of pre-trial supervision.

Figure 24: Unsuccessful pre-trial supervision case closures, by type, by quarter



Probation Department

Table 9: Budget Allocation for Probation

Program Expenditure	FY 15/16	FY 16/17
Salaries & Benefits	\$ 2,256,596	\$ 2,489,970
Operating Costs	\$ 269,934	\$ 294,173
Total	\$ 2,526,531	\$ 2,784,143

The Probation Department's primary role in AB 109 is to supervise and support the reentry of AB 109 clients, including PRCS and 1170(h) individuals with mandatory supervision as part of their sentences, upon their return from custody to the community. As part of this process, AB 109 DPOs assess their clients



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for both criminogenic risk factors and for general reentry needs, and then refer interested clients to a range of supportive services.

There were a total of 374 AB 109 Supervision cases during FY 16/17. Between new supervision cases and continuing supervision cases, there were 1,153 AB 109 cases supervised by the County Probation Department during the same time period. As Figure 25 and Figure 26 show, PRCS cases continue to be a substantial proportion of both new supervises and the overall AB 109 probation supervision population, in contrast to early state projections that estimated a reduction in new PRCS cases overtime.

Figure 25: Newly processed AB 109 cases, by classification, by quarter

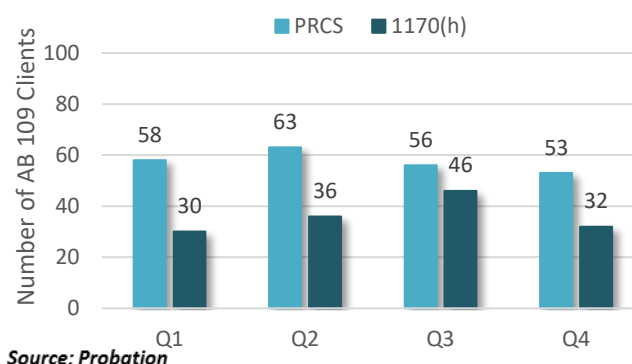
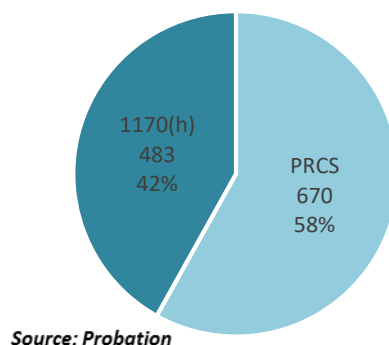


Figure 26: Total AB 109 cases under supervision during FY 16/17

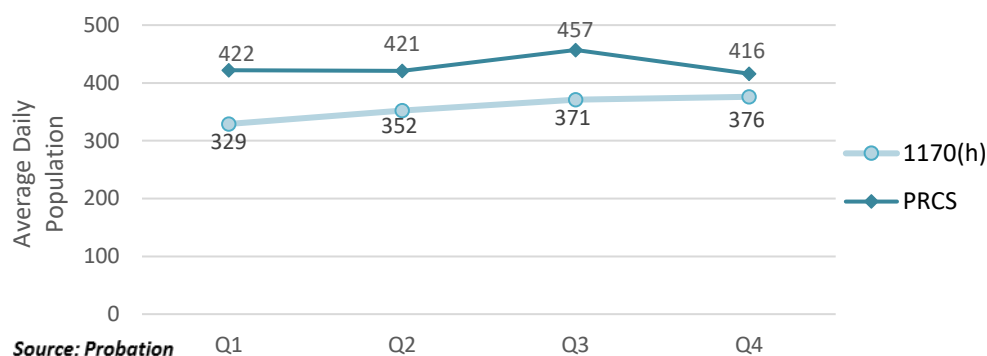


PRCS clients also continue to make up a substantial proportion of the average daily number of AB 109 clients under County supervision, as demonstrated in Figure 27.



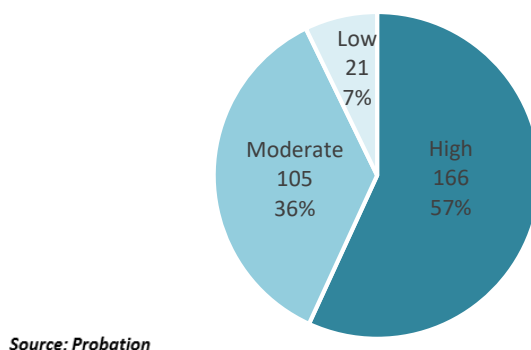
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Figure 27: Average AB 109 population under County supervision, by classification, by quarter



A DPO conducts an interview and uses the Correctional Assessment and Intervention System (“CAIS”) risk assessment tool, an evidence based risk assessment tool used to determine each client’s risk for recidivism and associated risk factors, to determine each AB 109 client’s appropriate level of supervision intensity upon entering County supervision. Figure 28 indicates the distribution of recidivism risk for all AB 109 clients given an initial CAIS risk assessment during FY 16/17.

Figure 28: Initial CAIS risk levels, all FY 16/17

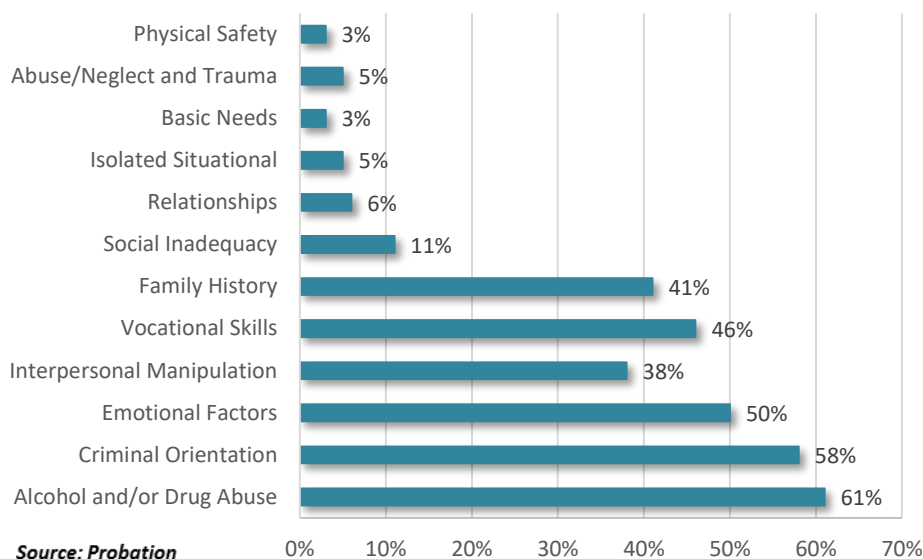


The majority of AB 109 Probation clients were assessed to have a variety of overlapping needs that are associated with a risk for future involvement in criminal activities. As shown in Figure 29, the most common risk factor among AB 109 Probation clients is alcohol and/or drug use, followed closely by criminal orientation.



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Figure 29: AB 109 supervision population CAIS-assessed needs, all FY 16/17



Sheriff's Office

Table 10: Sheriff's Office Budget Allocation FY 16/17

Program Expenditure	FY 16/17
Salaries & Benefits	\$ 5,983,717
Inmate Food/Clothing/Household Exp	\$ 456, 250
Monitoring Costs	\$ 55, 000
IT Support	\$ 40, 000
Vehicle Maintenance/ Depreciation	-
Behavioral Health Court Operating Costs	\$ 80, 500
Transport Bus Maintenance	-
"Jail to Community" Program	\$ 200, 000
Inmate Welfare fund re: FCC Ruling	\$ 731, 000
WCDF Capital Projects	-
Total	\$ 7,546,467

Table 11. Sheriff's Office Budget Allocation FY 15/16

Program Expenditure	FY 15/16
Staffing	\$ 5,558,565
Operating Costs	\$ 833,507
Total	\$ 6,392,072

The Sheriff's Office primary role in AB 109 implementation is to provide safe and secure housing for all incarcerated individuals, including AB 109 individuals. The Sheriff's Office operates the County's three detention facilities—Marsh Creek Detention Facility ("MCDF"), West County Detention Facility ("WCDF"), and Martinez Detention Facility ("MDF").



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Over the course of FY 16/17, there were 1,345 AB 109-related bookings or commitments into the County's three detention facilities. Figure 30 - Figure 32⁶ show the number of AB 109 bookings into each County detention facility during each quarter of the year, with a breakdown of AB 109 population types. As these figures demonstrate, Parolees make up most AB 109 bookings across the County's detention facilities.

Figure 30: AB 109 bookings, by type – Martinez Detention Facility

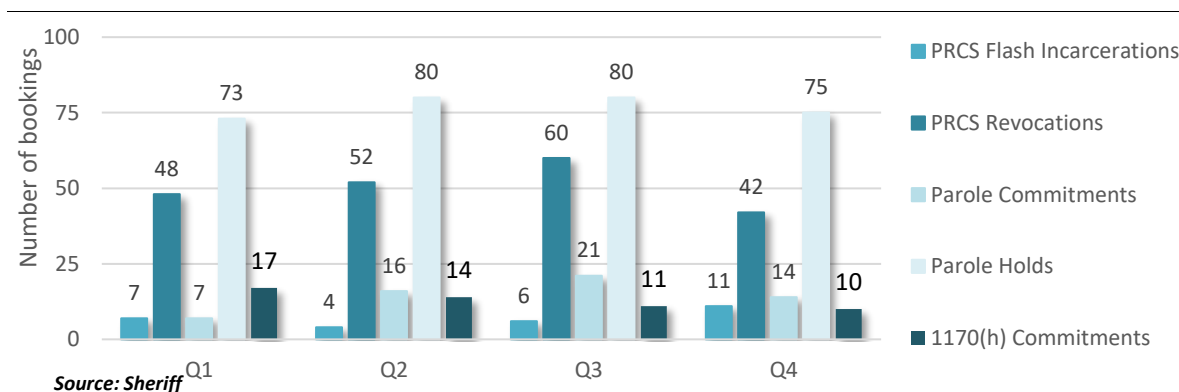
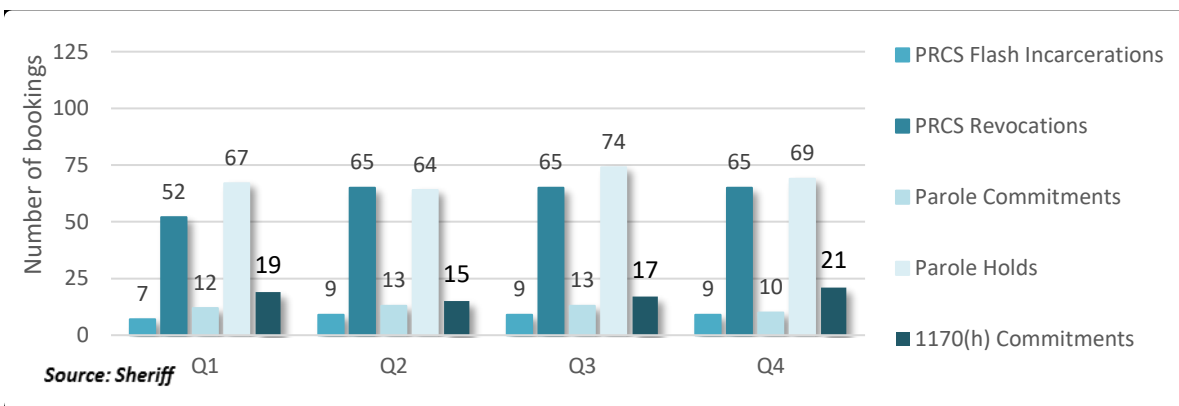


Figure 31: AB 109 bookings, by type – West County Detention Facility

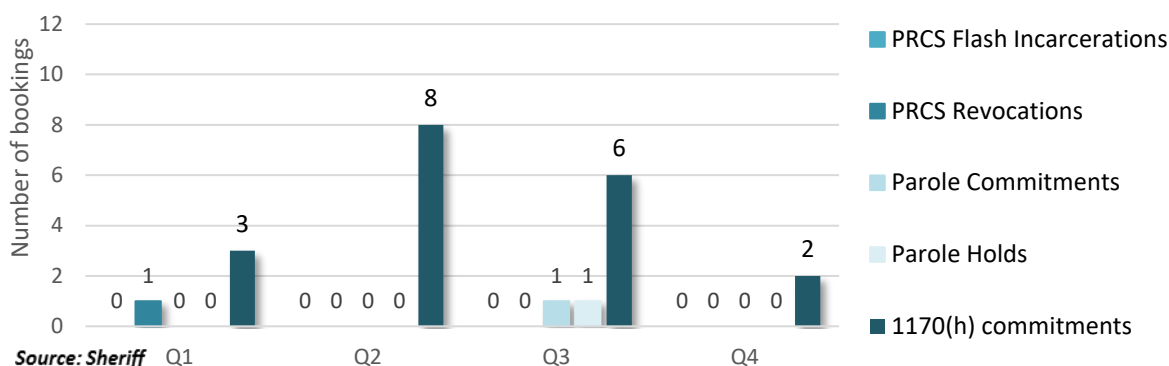


⁶ One parolee may be counted in multiple categories. Parole Commitment numbers may be duplicated in Parole Hold numbers. This can be seen in MCDP Q3. An inmate was booked on a Parole Hold during Q3 and was then sentenced on that Parole Hold. The data reads 1 Parole Hold and 1 Parole Commitment however it is the same inmate. The majority of Parole Commitments are counted as such in the Parole Hold numbers.



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Figure 32: AB 109 bookings, by type – Marsh Creek Detention Facility



Despite the relative high total number of AB 109 bookings and commitments that occurred over the year, AB 109 individuals in custody still make up a very small percentage of the County's average daily incarceration population. As demonstrated in population.

Figure 33, over the course of the year, AB 109 individuals comprised 5% of the County's average daily custodial population.

Figure 33. Average daily jail population, AB 109 vs. non-AB 109

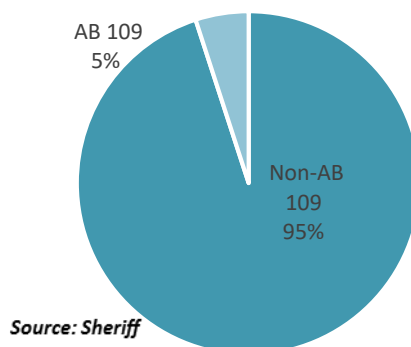


Figure 34 through Figure 36 show the average percentage of AB 109 individuals in each of the County's detention facilities, as well as the number of AB 109 individuals in custody who are serving new 1170(h) sentences versus parole holds or commitment.



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Figure 34: Average daily AB 109 population – Martinez Detention Facility

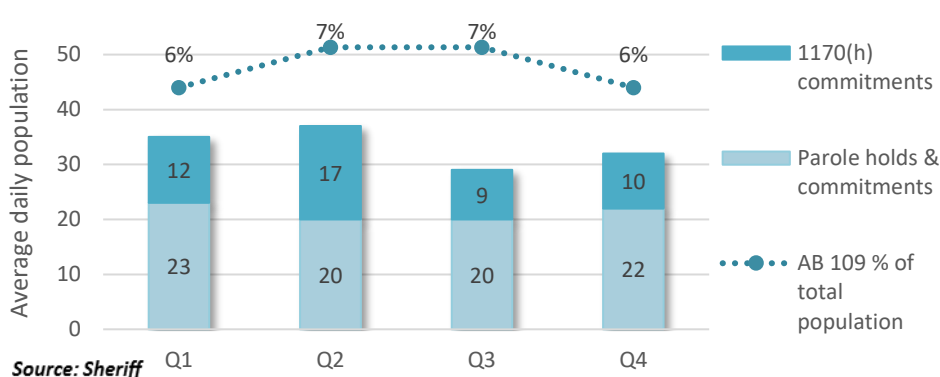


Figure 35: Average daily AB 109 population – West County Detention Facility

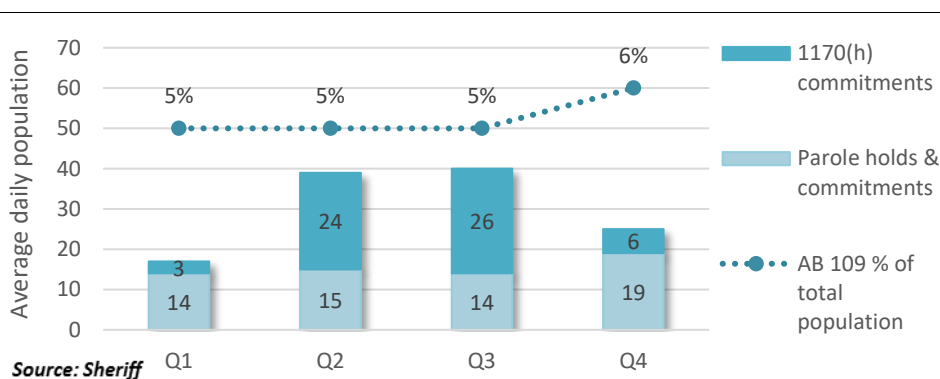
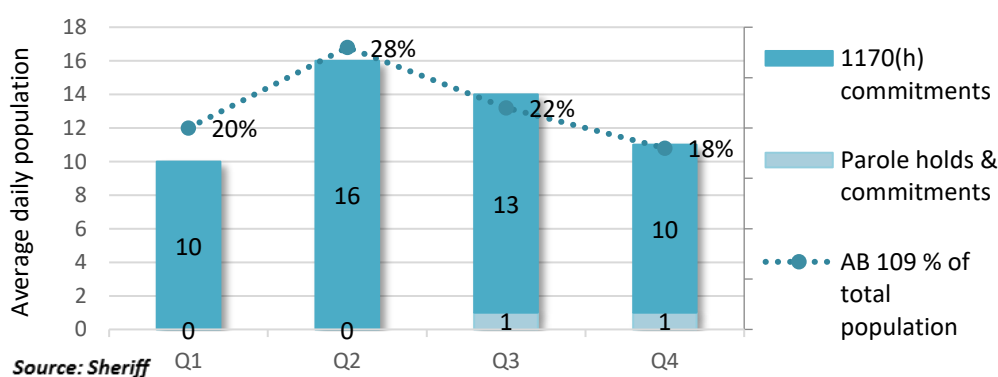


Figure 36: Average daily AB 109 population – Marsh Creek Detention Facility



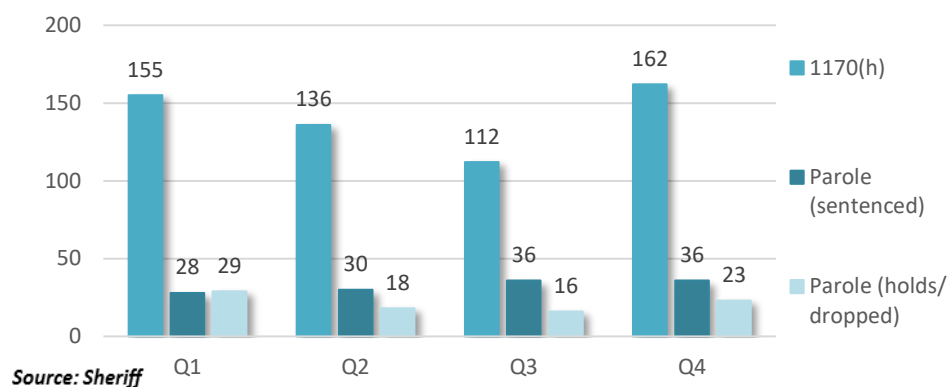
While parolees make up a larger percentage of the AB 109 incarcerated population, on average 1170(h) individuals spend much longer time in custody than the parole population (who can be committed to County jail for up to six months for a parole violation). Notably, despite the fact that AB 109 allows for much longer sentences in local custody than was previously possible, AB 109 individuals serve, on average, much less than a year in jail.



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Figure 37: Average custodial time served by AB 109 clients, by population type⁷



⁷ Quarterly averages are based on first day of custodial sentence. In FY 16/17 Q3 two of 22 individuals served/are serving sentences over 1,000 days, inflating that quarter's average. Additionally, several individuals on 3056 holds have other charges preventing parole or the courts from dropping their hold. This makes each quarter's average time served for 3056 holds/dropped appear larger than is typical.


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Workforce Development Board

Table 12: Budget Allocation for the WDB

Program Expenditure	FY 15/16	FY 16/17
Salaries & Benefits	\$ 94,990	\$ 161,639
Overhead Costs	\$ 105,010	\$ 38,361
Total	\$ 200,000	\$ 200,000

The role of the Workforce Development Board (“WDB”) in Contra Costa County is to strengthen local workforce development efforts by bringing together leaders from public, private, and non-profit sectors to align a variety of resources and organizations to help meet the needs of businesses and job seekers.

To date, the WDB’s primary role in AB 109 implementation has been to broker opportunities for the AB 109 reentry population and to coordinate with AB 109 partners to ensure they are aware of and are able to effectively access services and resources available for the AB 109 reentry population. To that end the WDB has identified 207 employer partnerships that are appropriate for the AB 109 population; they have also conducted a number of on-site recruitments and career fairs that AB 109 reentry clients, as well as other reentry individuals, can attend. The WDB has also met with Goodwill and Rubicon to create a process for AB 109 participants to co-enroll in the Workforce Innovation and Opportunity Act (WIOA).

The WDB hosted its first Fair Chance Employer Summit in collaboration with the Office of Reentry & Justice in FY 16/17. The summit brought together employers and community partners to expand employment opportunities for previously incarcerated individuals. During the summit, 18 companies signed a Fair Chance Business Pledge.

Unfortunately, the WDB does not currently track the number of AB 109 clients who have utilized their services.



Community Based Service Providers

Shared values/approach (EBPs, TIC approach, etc.)

Contra Costa County's reentry approach is centered on developing an integrated and supportive service system comprised of AB 109-contracted community-based organizations, public agencies, and the broader community. The system serves as a collaborative partnership that aids individuals, families, and their support system in achieving successful reentry and reintegration back into the community. AB 109-contracted CBOs play a large role in the reentry infrastructure, providing a range of services from housing assistance and employment services to mentorship and family reunification. When working successfully, the County's reentry services are part of a continuum that begins at the point an individual enters the justice system and continues through successful reintegration.

In the County's 2011 Reentry Plan, County and community stakeholders agreed to the following set of principles:

- ❖ The County seeks to provide increased awareness about the value of formerly incarcerated individuals and their loved ones to their communities.
- ❖ Individuals are more likely to experience success when they are part of a supportive, integrated system. Reentry and reintegration begin while the individual is incarcerated.
- ❖ While leaving room for innovation, evidence-based practices are utilized when developing programs and policies.
- ❖ Collaboration, coordination, information, and communication are critical to the success and sustainability of Contra Costa County's reentry infrastructure.
- ❖ The good of the community comes before one's self and/or organizational interests.

While these principles have not been explicitly tied to AB 109, they are nonetheless founding principles upon which much of the County's AB 109 work has been built.

Overview of AB 109 community partnerships

Table 13: Contracted Allocations

Service	FY 15/16	Current FY
West County Reentry Success Center	\$ 433,000	\$ 503,943
Central & East Network	\$ 800,000	\$ 820,000
Employment Support and Placement	\$ 2,000,000	\$ 2,000,000
Short and Long-Term Housing Access	\$ 500,000	\$ 1,030,000
Peer and Mentoring	\$ 110,000	\$ 110,000
Legal	\$ 80,000	\$ 150,000
Family Reunification	\$ 90,000	\$ 90,000
Total	\$ 4,013,000	\$ 4,703,943



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In FY 14/15, Contra Costa County launched the Central & East Network Reentry System of Services (Network) for Returning Citizens to help connect AB 109 clients to a diverse array of AB 109-contracted and County reentry support providers.

In FY 15/16, the County established the Reentry Success Center (Center) in West County, a “one-stop” center that helps link reentry clients to both County and community-based services. Both the Center and the Network link AB 109 individuals to organizations that provide services within the categories recommended by the Community Advisory Board (CAB): Employment Support and Placement Services, Short and Long-Term Housing Access, Peer and Mentoring Services, Legal Services, and Family Reunification Services. Table 13 above lists the CCP-approved budget recommendations made by the CAB.

The following sections illustrate the budget allocations for each service category, as well as the program-specific outcomes achieved by the community-based organizations.

West County Reentry Success Center

Table 14: Budget Allocation for “Center” FY 16/17

Program Expenditure	FY 16/17
Staff	\$ 243,411
Consultants and Subcontractors	\$ 50,000
Occupancy	\$ 107, 554
Office and Communications	\$ 43, 598
Transportation & Travel	\$ 2, 100
Indirect	\$ 57, 480
Total	\$ 503,943

Table 15: Budget Allocation for Reentry Success Center FY 15/16

Program Expenditure	FY 15/16
Total	\$ 433,000

The West County Reentry Success Center (Reentry Success Center) serves as a central hub that provides a place for learning, capacity building, and access to information and services for justice involved individuals who are reentering the community. The mission of the Reentry Success Center is to gather effective resources into one accessible and welcoming hub of integrated services (e.g., family reunification, financial responsibility, education, employment, health and wellness, housing, legal aid, and pub benefits) in order to foster healing, justice, safety, and lifelong liberty for the people of Contra Costa County.⁸ The Reentry Success Center opened doors to new members in November of 2015, and has developed deep partnerships with the Office of the Public Defender, Men and Women of Purpose, Bay

⁸ Further The Work: Strengthening Nonprofits and their Partners. (2014). *A Design and Implementation Plan for a West County Reentry Resource Center*. Retrieved January 4, 2017 from <http://www.co.contra-costa.ca.us/DocumentCenter/View/30064>



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Area Legal Aid, the African American Health Conductors, and Rubicon since then in an effort to connect the reentry population to experts who can help provide them with critical reentry services.

The Reentry Success Center dedicated significant time and resources in FY 15/16 implementing a Salesforce database and training partners to successfully utilize the software. The database tracks all referrals, including those made by Probation, as well as program specific outcomes measures (e.g., retrieving identification card, completing homeless court, successfully entering employment services), in order to allow partners to easily view who each client is working with. This has helped to reduce referrals to redundant services, and also allowed for less room for members to fall through the cracks without receiving the necessary support for successful reentry.

Central & East Network Reentry System of Services

Table 16: Budget Allocation for “Network”

Program Expenditure	FY 15/16	FY 16/17
Total	\$ 800,000	\$ 820,000

Similar to the West County Reentry Resource Center, the Central & East Network Reentry System of Services (“the Network”) functions to connect AB 109 clients in Central and East County to a diverse array of AB 109-contracted reentry support providers. Dubbed the “No Wrong Door” (NWD) Network, the foundational element of the Network is that there are multiple entry points and varied opportunities for engagement made available to returning citizens seeking reentry services

During FY 15/16 the Network was managed by an independent contractor, and staffed by three contracted Field Operation Coordinators who served to connect members of the AB 109 reentry population to AB 109-contracted CBOs. The County experienced some challenges with this model, and contracted a single organization – HealthRight360, in November 2016.

Fast Eddie’s Automotive

Fast Eddie’s provides workforce development skills and automotive technical training for AB 109 individuals referred to the program. They have contracted with the County to provide employment support and employment placement opportunities for AB 109 clients. Fast Eddie’s received \$65,000 amount out of the Network’s \$820,000 to provide these services.

Table 17: Fast Eddie’s: Program-Specific Outcomes

Fast Eddie’s	Number of AB 109 Clients	Number of Other Clients	Total Number of Clients
Referred to services	16	41	57
Enrolled in services	6	11	17
Provided Service Provision Plan	10	13	23
Participated in 1 module	10	11	17





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Participated in 2 modules	10	11	17
Participated in 3 modules	4	11	15
Participated in 0 modules	0	2	2
Completed 1 module	6	10	16
Completed 2 modules	6	9	15
Completed 3 modules	4	9	13
Completed Auto Training Program		4	4
Completions			
Total participants no longer in program due to court or criminal involvement	1	1	2
Total participants no longer in program due to lack of engagement	2	1	3
Other reasons:			
Needs could not be met	0	2	2
Death	0	1	1

Mz. Shirliz Transitional

Mz. Shirliz Transitional provides clean and sober transitional housing and support services to formerly incarcerated individuals. Support services include mentoring, weekly house meetings, and connections to local organizations for other needed services. Clients are required to attend NA/AA meetings through NA and AA a minimum of 3 times per week. Most clients arrive at Mz. Shirliz employed or working with partner agencies to find employment. Mz. Shirliz received \$150,000 out of the Network's \$820,000 budget to provide these services.

Table 18: Mz. Shirliz Transitional: Program-Specific Outcomes

Mz. Shirliz Transitional	Number of AB 109 Clients	Number of Other Clients	Total Number of Clients
Referred to services	25	16	41
Enrolled in services	6	8	14
Assessed pre-release for post-release service needs	0	0	0
Provided a service provision plan	0	0	0
Received housing counseling	4	3	7
Received rent payment assistance	0	0	0
Received rental deposit assistance	0	0	0
Received utility payment assistance	0	0	0
Moved in to transitional housing	6	10	16
Received transportation assistance	0	0	0
Received credit counseling	0	0	0
Received legal services	0	0	0
Received job finding assistance	0	0	0
Received case/care management	0	0	0
Received clothing support	1	0	1
Received court support	0	0	0
Attended recovery meetings	6	8	14


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Completions			
Total participants no longer in program due to failure to meet program requirements	1	3	4
Total participants no longer in program due to court or criminal involvement	0	0	0
Total participants no longer in program due to lack of engagement	0	0	0
Total participants no longer in program due to absconding	0	0	0
Total participants no longer in program due to relocation or case transfer	0	0	0
Successfully completed the program	1	0	1
Other reasons:			
Probation revoked	0	0	0
Needs could not be met	0	0	0
Disagreement with rules/persons	0	0	0
Death	0	0	0
Other	0	1	1

Men and Women of Purpose

Men and Women of Purpose (“MWP”) provides employment and education liaison services for the County jail facilities, for which the program facilitates employment and education workshops every month at the County’s jails and works with Mentor/Navigators to assist the workshop participants with the documentation required to apply for employment, education, and other post-release activities. MWP also provides pre- and post-release mentoring services for West County using the organization’s evidence-based program Jail to Community model. The program provides one-on-one mentoring, as well as weekly mentoring groups that focus on employment and recovery. Men and Women of Purpose received \$50,000 out of the Network’s \$820,000 budget to provide these services.

Table 19. Men and Women of Purpose: Program-Specific Outcomes

MWP	Number of AB 109 Clients	Number of Other Clients	Total Number of Clients
Referred to Men and Women of Purpose (Employment and Placement Services)	35	80	115
Participated in workshops	34	49	83
Enrolled pre-release	36	27	63
Enrolled post-release	27	38	65
Learned of program through pre-release workshop attendance	32	60	92
Assessed pre-release for post-release service needs	65	54	119
Provided Service Provision Plan	45	53	98
Obtained documents successfully:	59	98	157
Birth certificate	13	5	18
California ID	28	69	97
Social Security Card	22	30	52
California Driver’s License	51	108	159



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Completions			
Total participants who successfully completed program	59	98	157
Total participants no longer in program due to failure to meet program requirements	16	31	48
Total participants no longer in program due to court or criminal involvement	13	21	34
Total participants no longer in program due to lack of engagement	14	22	36
Total participants no longer in program due to absconding	8	6	14
Total participants no longer in program due to relocation or case transfer	3	1	4
Other reasons:			
Probation revoked	3	1	4
Needs could not be met	13	9	22
Disagreement with rules/persons	14	18	32
Death	0	1	0

Reach – Employment and Education Services

Centering their program services on women, Reach Fellowship International (“Reach”) provides weekly employment and education workshops in West County Detention Facility (“WCDF”), in addition to pre- and post-release one-on-one case management. Reach provides employment and education liaison services to female returning citizens in fulfillment of the County’s Reentry into the Community Program and also acts as a lead information specialist for County jail facilities for the AB 109 program. Finally, Reach also conducts workshops to introduce employment and educational opportunities to participants, to assist incarcerated and returning citizens with obtaining the paperwork required for those opportunities, and to screen participants for employment and educational preparedness. Reach received \$50,000 out of the Network’s \$820,000 budget to provide these services.

Table 20: Reach Fellowship: Program-Specific Outcomes (Education and Employment Liaison)

Reach Fellowship	Number of AB 109 Clients	Number of Other Clients	Total Number of Clients
Referred to services	30	17	47
Enrolled in services	39	138	177
Participated in workshops	23	127	150
Enrolled pre-release	14	111	125
Enrolled post-release	13	39	52
Learned of program through pre-release workshop attendance	18	111	129
Assessed pre-release for post-release service needs	15	110	125
Provided Service Provision Plan	22	67	89
Obtained documents successfully:	13	43	56
Birth certificate	0	0	0
California ID	10	34	44


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Social Security Card	3	7	10
California Driver's License	0	2	2
Completions			
Successfully completed	13	64	77
Total participants no longer in program due to failure to meet program requirements	3	11	14
Total participants no longer in program due to court or criminal involvement	5	19	24
Total participants no longer in program due to lack of engagement	6	16	22
Total participants no longer in program due to absconding	4	12	16
Total participants no longer in program due to relocation or case transfer	8	16	24

Employment Support and Placement Services

Table 21: Budget Allocations for Employment Support and Placement Services

	Previous FY 15/16	FY 16/17
Goodwill Industries	\$ 600,000	\$ 900,000
Rubicon	\$ 1,400,000	\$ 1,100,000
Total	\$ 2,000,000	\$ 2,000,000

Goodwill Industries

The Bridges to Work program of Goodwill Industries of the Greater East Bay ("Goodwill") facilitates the County's Employment Support and Placement Services to provide employment support and placement services in Central County. Participants can engage in up to 90 days of transitional, paid employment at local Goodwill stores or other partner agencies, in addition to receiving job search assistance for competitive employment opportunities. Goodwill also serves as a service hub for other providers.

Table 22: Goodwill Industries: Program-Specific Outcomes

Goodwill Industries	Number of AB 109 Clients	Number of Other Clients	Total Number of Clients
Referred to services (Q1-Q4)	229	119	348
Enrolled in services (Q1-Q4)	108	113	221
Assessed pre-release for post-release service needs	0	0	0
Provided a service provision plan	108	113	221
Obtained unsubsidized employment	51	97	148
Obtaining subsidized transitional employment	96	91	187
Obtaining subsidized on-the-job training	96	91	187
Completions			
Total participants who successfully completed program	51	97	148
Total participants no longer in program due to failure to meet program requirements	57	16	73



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Total participants no longer in program due to court or criminal involvement	14	7	21
Total participants no longer in program due to lack of engagement	43	9	52
Total participants no longer in program due to absconding	0	0	0
Total participants no longer in program due to relocation or case transfer	0	0	0

Rubicon

Rubicon provides employment support and placement services, integrated with other supports, to AB 109 participants in East County and West County. Rubicon's program for AB 109 participants is 3 years and includes pre-release engagement, job readiness workshops, educational and vocational training, transitional employment, individualized career coaching, legal services, financial stability services, and domestic violence prevention and anger management. In addition to helping clients gain employment, Rubicon focuses on developing career paths and continues to provide support after a client attains their first job. To provide a continuum of services, Rubicon partners with a number of other organizations through formal subcontracts, including vocational training partners, AB 109 providers, and other community-based organizations.

Table 23: Rubicon: Referrals, Enrollments, and Completions

Rubicon	Number of AB 109 Clients
Referrals	574
Enrollments	151
Completions	
Total participants no longer in program due to failure to meet program requirements	1
Total participants no longer in program due to court or criminal involvement	1
Total participants no longer in program due to lack of engagement	37
Total participants no longer in program due to relocation or case transfer	1
Other reasons:	
Substance Abuse	4
Death	1
Other	1

Short and Long-Term Housing Access

Table 24: Budget Allocations for Short and Long-Term Housing Access Services

	FY 15/16	FY 16/17
SHELTER, Inc.	\$ 720,000	\$ 980,000
Reach Fellowship International	-	\$ 50,000
Total	\$ 720,000	\$1,030,000


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SHELTER Inc.

SHELTER, Inc. operates the County's AB 109 Short and Long-term Housing Access Program. This program assists incarcerated and formerly incarcerated persons who are referred to them under the AB 109 Community Programs to secure and maintain stabilized residential accommodations. Shelter, Inc. provides a two-phased approach to clients seeking housing assistance. Before the program refers clients to the Housing Services section, the staff conducts social service assessments/intake procedures to ensure that clients will have success. The program places the majority of their clients into transitional housing situations (such as room or apartment shares) to allow them time to develop the resources for stable housing.

Table 25: SHELTER, Inc.: Program-Specific Outcomes

SHELTER, Inc.	Number of AB 109 Clients
Referred to services	277
Enrolled in services	104
Provided a service provision plan	104
Completions	
Total participants no longer in program due to failure to meet program requirements	10
Total participants no longer in program due to court or criminal involvement	1
Total participants no longer in program due to lack of engagement	4
Total participants no longer in program due to absconding	0
Total participants no longer in program due to relocation or case transfer	0
Successfully completed the program	8

Reach – Housing

REACH Housing provides housing placement services to formerly incarcerated women at their Naomi House facility. Additional services include support groups, employing training, anger management, and parenting classes. REACH Housing also partners with other local county homeless agencies to provide additional housing opportunities to their cliental. REACH housing provided no services to AB 109 clients in FY 16/17.

Table 26: Reach Fellowship: Program-Specific Outcomes (Housing Services)

Reach Fellowship	Number of AB 109 Clients	Number of Other Clients	Total Number of Clients
Referred to services	0	10	10
Enrolled in services	0	7	7
Participated in workshops	0	6	6
Enrolled pre-release	0	5	5





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Enrolled post-release	0	6	6
Learned of program through pre-release workshop attendance	0	5	5
Assessed pre-release for post-release service needs	0	5	5
Received housing counseling	0	7	7
Received rent payment assistance	n/a	7	7
Received utility payment assistance	n/a	7	7
Moved into transitional housing	n/a	7	7
Received transportation assistance	n/a	7	7
Received credit counseling	n/a	3	3
Received legal services	n/a	2	2
Received job finding assistance	n/a	2	2
Received case/ care management	n/a	7	7
Provided Service Provision Plan	n/a	7	7
Completions			
Successfully completed program	n/a	4	4
Total participants no longer in program due to failure to meet program requirements	n/a	3	3
Total participants no longer in program due to court or criminal involvement	n/a	2	2
Total participants no longer in program due to lack of engagement	n/a	1	1
Total participants no longer in program due to absconding	n/a	0	0
Total participants no longer in program due to relocation or case transfer	n/a	0	0
Other reasons:			
Probation revoked	n/a	0	0
Needs could not be met	n/a	2	2
Disagreement with rules/persons	n/a	1	1
Death	n/a	0	0
Other	n/a	0	0

Peer and Mentoring Services

Table 27: Budget Allocations for Peer and Mentoring Services

	FY 15/16	FY 16/17
Men and Women of Purpose	\$ 110,000	\$ 110,000
Total	\$ 110,000	\$ 110,000

Men and Women of Purpose

Men and Women of Purpose (“MWP”) provides peer and mentoring liaison services for the County jail facilities, for which the program works with Mentor/Navigators to assist the workshop participants with the documentation required to apply for employment, education, and other post-release activities. MWP also provides pre- and post-release mentoring services for West County using the organization’s evidence-based program Jail to Community model. The program provides one-on-one mentoring, as well as weekly mentoring groups that focus on employment and recovery.



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Table 28: Men and Women of Purpose: Program-Specific Outcomes

MWP	Number of AB 109 Clients	Number of Other Clients	Total Number of Clients
Referred to Men and Women of Purpose (Peer and Mentoring Services)	41	107	148
Enrolled in services	31	82	113
Provided a service provision plan	35	99	134
Participated in one-on-one mentoring	36	95	131
Participated in group mentoring	61	108	169
Learned of program through pre-release workshop attendance	22	98	120
Completions			
Total participants no longer in program due to failure to meet program requirements	15	29	44
Total participants no longer in program due to court or criminal involvement	13	46	59
Total participants no longer in program due to lack of engagement	12	42	54
Total participants no longer in program due to absconding	4	11	15
Total participants no longer in program due to relocation or case transfer	3	2	5
Successfully completed program	31	44	75
Other reasons:			
Probation revoked	4	2	6
Needs could not be met	17	14	31
Disagreement with rules/persons	7	8	15
Death	1	0	
Other	0	0	

Legal Services

Table 29: Budget Allocations for Legal Services

	FY 15/16	FY 16/17
Bay Area Legal Aid	\$ 79, 619	\$ 150, 000
Total	\$ 79, 619	\$ 150, 000

Bay Area Legal Aid

Bay Area Legal Aid (“BayLegal”) provides legal services for AB 109 clients and educates them about their rights and responsibilities. The legal services BayLegal provides include: obtaining or retaining housing, public benefits, and health care, financial and debt assistance, family law, and obtaining driver’s licenses. The program provides post-release legal check-ups for each client to identify legal barriers that are able to be remediated, educates clients about early termination of probation, and assists with fines, and attorneys are also able to meet individually with clients in both jail and prison prior to their release.





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Table 30: Bay Area Legal Aid: Program-Specific Outcomes

Bay Legal	Number of AB 109 Clients
Referred to services	86
Enrolled in services	127
Assessed pre-release for post-release service needs	8
Provided a service provision plan	4
Obtained RAP sheet review	4
Obtain/review driving record	60
Received housing barrier assistance	11
Received public benefits barrier assistance	9
Received healthcare barrier assistance	4
Received assistance with financial health	6
Received information/referral in court matters	16
Received information/referral in family law matters	9
Received employment barrier assistance	35
Completions	
Total participants no longer in program due to failure to meet program requirements	0
Total participants no longer in program due to court or criminal involvement	0
Total participants no longer in program due to lack of engagement	0
Total participants no longer in program due to absconding	0
Total participants no longer in program due to relocation or case transfer	0

Family Reunification

Table 31: Budget Allocations for Family Reunification Services

	Previous FY	Current FY
Center for Human Development	\$ 90,000	\$ 90,000
Total	\$ 90,000	\$ 90,000

Center for Human Development

The Center for Human Development (“CHD”) operates the Community and Family Reunification Program (“CFRP”) for Contra Costa County’s AB 109 Community Programs’ Mentoring Program, providing reunification services to returning citizens, their families, and friends, in addition to providing community support throughout Contra Costa County. Services include large and small group pre-release presentations and workshops at West County Detention Facility and Marsh Creek Detention Facility. CHD also provides post-release large and small group presentations and workshops to returning citizens at partner agencies and other locations throughout the County.

Table 32: Center for Human Development: Program-Specific Outcomes

CHD	Number of AB	Number of	Total Number
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	109 Clients	Other Clients	of Clients
Referred to services	18	10	28
Enrolled in services	43	32	75
Assessed pre-release for post-release service needs	43	32	75
Provided a service provision plan	43	32	75
Participated in family skills building	43	32	75
Participated in family reunification	43	32	75
Reunited with partner			
No. who reunited with children and family	2	1	3
Participated in general parenting class			
Completions			
Successfully completed program	1	0	6
Total participants no longer in program due to failure to meet program requirements	3	1	4
Total participants no longer in program due to court or criminal involvement	2	0	2
Total participants no longer in program due to lack of engagement	11	2	13
Total participants no longer in program due to absconding	1	0	1

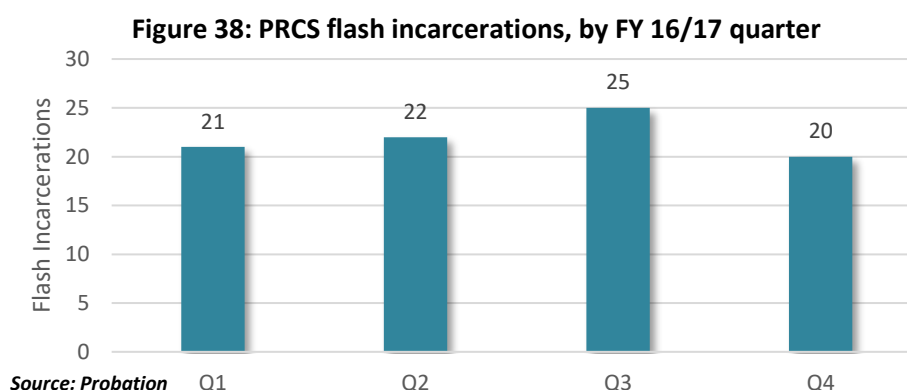


AB 109 Population Outcomes

Over the course of FY 16/17 there were a total of 1,153 AB 109 clients under supervision at some point in time. Of these 1,153 AB 109 clients, 206 individuals successfully completed the terms of their Probation during the fiscal year. The following sections demonstrate the number of AB 109 clients who violated the terms of their supervision and served flash incarcerations and/or had their probation revoked, as well as the number of clients with new criminal charges filed against them and/or new criminal convictions during the fiscal year.

Violations

Probation officers use graduated sanctions with AB 109 clients. For instance, when clients have dirty drug tests they are typically referred to inpatient or outpatient treatment rather than having their supervision term revoked, and returned to custody. This allows them to receive treatment without further justice involvement. AB 109 Probation Officers may also use flash incarcerations of up to ten days in county jail for PRCS clients. This serves as an intermediate sanction where individuals must serve a short period of time in county jail, but do not have further criminal charges filed against them. Figure 38 shows that the number of flash incarcerations imposed on PRCS clients⁹ ranged from 20 to 25 flash incarcerations per quarter.



Of the 483 1170(h) Probation cases¹⁰ under supervision over the course of FY 16/17, approximately 18% of AB 109 cases (88) were revoked from probation. Among the PRCS population the percentage was lower, as 13% of PRCS cases were revoked from probation.

⁹ One client may receive multiple flash incarcerations. The total number of flash incarcerations does not represent the total number of unique individuals who received flash incarcerations.

¹⁰ One case does not necessarily represent one individual. One individual may receive 1170(h) status more than once in a given fiscal year.



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Figure 39: Percentage and number of 1170(h) cases revoked in FY 16/17

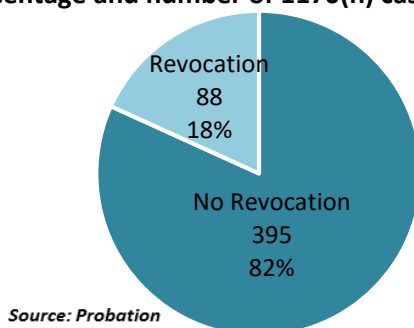
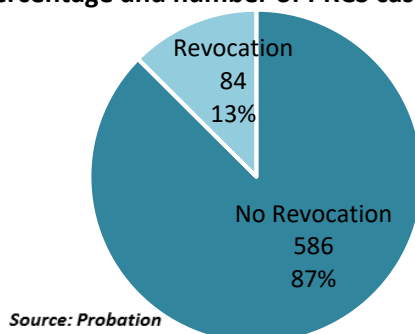


Figure 40: Percentage and number of PRCS cases revoked in FY 16/17

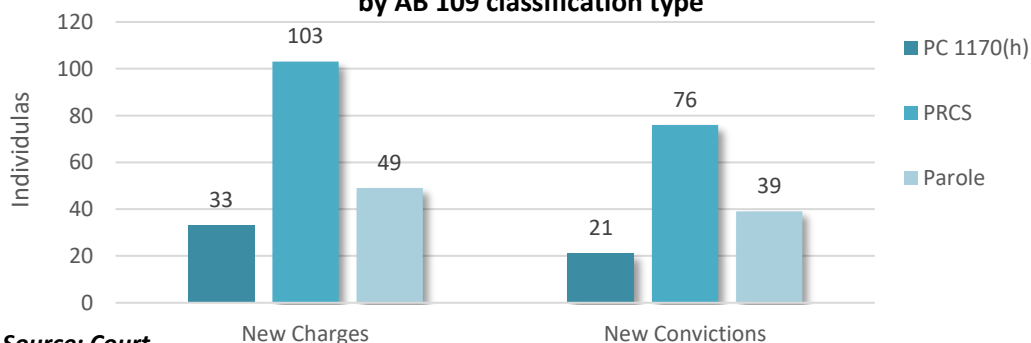


New Charges and Convictions

Figure 41 below shows the number of AB 109 individuals with new charges filed against them during FY 16/17, as well as the number of AB 109 individuals who were convicted of a new criminal offense during FY 16/17. Because the court does not have a record of individuals currently under AB 109 supervision, Figure 41 includes all individuals who have ever been supervised or sentenced under AB 109, including those not currently under County supervision, who had new charges filed and/or new criminal convictions during FY 16/17.

The percentage of the AB 109 population with new charges or criminal convictions during FY 16/17 is not calculated because the court does not have a record of all individual under AB 109 supervision. As a result, there is no way to calculate this percentage without tracking individuals across data systems.

Figure 41: AB 109 clients with new charges and/or new criminal convictions during FY 16/17, by AB 109 classification type





Looking Ahead

Contra Costa County has responded to Public Safety Realignment in a manner that has allowed the County to provide supervision and services to the AB 109 population, while building a collaborative reentry infrastructure to support the reentry population's successful reintegration into the community. The County has followed best practice models in establishing access to services through the West County Reentry Success Center's "one-stop" model and the Central & East Network Reentry System's "no wrong door" approach. The launch of the Office of Reentry and Justice (ORJ) in January 2017 is evidence that the County sees its Public Safety Realignment, reentry, and justice work as a high priority.

In FY 17/18, the County will undertake a comprehensive planning process to develop a Reentry Strategic Plan to guide the County's reentry system as a whole, including but not limited to AB 109-funded services. As the County has continued to implement Public Safety Realignment, the need for an inclusive reentry system that provides access to individuals regardless of their AB 109 status has become apparent, with the County granting approval to expand access to AB 109-funded services to any returning resident. The five-year strategic plan will begin with a needs assessment to identify key strengths and needs in the reentry system. This needs assessment will build on recommendations born from AB 109 evaluations over previous years. The County will then engage stakeholders in defining priority areas, goals, and strategies to address gaps and needs in the reentry system. The Reentry Strategic Plan will serve as the County's guiding document for reentry programs and services for 2018-2023.



Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

7.

Meeting Date: 05/23/2018

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 had 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.

On February 5, 2018, staff updated the Committee on various litigation related to immigration across the nation and reported on the County's compliance with SB 54 following the January 1, 2018 effective date. In addition, staff reported that the U.S. Department of Justice appears to be satisfied with the County's revised immigration policy in the Sheriff's Office, which strikes a balance with complying with both federal and state law. Also, the Public Defender's Office provided an update on efforts to launch the County's Stand Together Contra Costa program, which provide various services to undocumented residents in the County seeking assistance. Following discussion, the Committee directed staff to return to the next meeting with information related to the public forum required under the Truth Act and a litigation update.

On April 12, 2018, staff provided an update regarding the TRUTH Act community forum determination process. In addition, the Committee directed County Counsel to review a letter submitted by the Asian Law Caucus to Sheriff David Livingston on the evening prior to the meeting regarding the Sheriff's Immigration Status Policy.

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. County Counsel's response to a letter received from the Asian Law Caucus addressed to Sheriff David Livingston regarding compliance with SB-54. (Written staff report attached)
3. Update on the County's compliance with the TRUTH Act public forum review process required by Government Code section 7283.1(d). For reference, a copy of the relevant code section is included below:

(d) Beginning January 1, 2018, the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year shall hold at least one community forum during the following year, that is open to the public, in an accessible location, and with at least 30 days' notice to provide information to the public about ICE's access to individuals and to receive and consider public comment. As part of this forum, the local law enforcement agency may provide the governing body with data it maintains

regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means. Data may be provided in the form of statistics or, if statistics are not maintained, individual records, provided that personally identifiable information shall be redacted.

Recommendation(s)/Next Step(s):

1. ACCEPT reports from staff related to various immigration related issues, including compliance with state and federal law, 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

Interagency Service Agreement ICE w/ Amendments

Probation Department Immigration Policy

Sheriff's Office Immigration Policy

Stand Together CoCo - Partner Advisory Letter

UPDATE: County Counsel Response to Letter from Asian Law Caucus

UPDATE: Letter from Asian Law Caucus to Sheriff David O. Livingston, April 12, 2018



**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. Szalczuk (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.
2.	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)
<p>3. Law enforcement agencies shall not use agency money or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes</p> <p>§7284.6(a)(1)</p>	<p>Requires further information from Sheriff's Office on 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>Complies.</p> <p><u>Draft policy:</u></p> <p>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 :...</p> <p>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.</p>
<p>4. Law enforcement agencies shall not inquire into an individual's immigration status.</p> <p>§7284.6(a)(1)(A)</p>	<p>Complies.</p> <p><u>Current policy:</u></p> <p>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...</p> <p>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...</p>	<p>Complies.</p> <p><u>Draft policy:</u></p> <p>428.6- The Probation Department shall not...</p> <p>A) Inquiring into an individual's immigration status</p>
<p>5. Law enforcement agencies shall not detain on basis</p>	<p>Complies.</p>	<p>Complies.</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>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>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>intentionally participate in arrests based on civil immigration warrants.</p> <p>§7284.6(a)(1)(E)</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>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><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>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>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>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>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. Page 196 of 286</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

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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
JAMES R. WILLIAMS,
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.


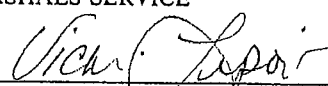
The Department has not made a final determination regarding Contra Costa County's

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 written in a cursive, slightly stylized font.

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
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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
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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

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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

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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 P00001		3 EFFECTIVE DATE 06/15/2010		4 REQUISITION/PURCHASE REQ NO 192110FSFSFRX0018.1		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 ATTN: Al Barclay, 949-425-7045 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: Al Barclay, 949-425-7045 Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA	
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. 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 (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C DATE SIGNED 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		(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	
				10B. 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.					
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.					
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	
5 PROJECT NO (If applicable)		6 ISSUED BY ICE/DM/DC-LAGUNA		7 ADMINISTERED BY (If other than Item 6) ICE/DCR	
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		(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			
		10B DATED (SEE ITEM 13) 04/16/2015			
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 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

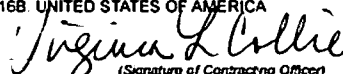
Email: Donna.Ore@ice.dhs.gov, Phone Number: (916) 329-4326

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)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Virginia L. Collie	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	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</p> <p>Accounting Info: ERODETN-R02 UP 31-12-00-000 18-63-0500-05-00-00-C0 GE-25-72-00 Funded: \$0.00</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</p> <p>Accounting Info: USP0000-R02 UP 31-12-00-000 18-63-0500-05-00-00-C0 GE-25-72-00- ----- 000000 Funded: \$0.00</p> <p>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)	
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 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		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)

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(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. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192116FSFCOCOWR02.12	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE ICE/DM/DC-LAGUNA		7. ADMINISTERED BY (If other than Item 6) 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) CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. DATED (SEE ITEM 11) 9D. DATED (SEE ITEM 11) 9E. DATED (SEE ITEM 11)			
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 _____.
X	D. OTHER (Specify type of modification and authority) 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):	7489	EA	82.00	614,098.00
	DETAINEEES HOUSING (WEST FACILITY) All terms and condition of the IGA remain the same.				

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		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award		16. DISCOUNT TERMS		
a. INSPECTION Destination		b. ACCEPTANCE Destination						
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								\$508,400.00
d. STATE VT								
e. ZIP CODE 05495-1620								
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Virginia L. Collie TITLE CONTRACTING/ORDERING OFFICER				17(i) GRAND TOTAL

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

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
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)
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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OPTIONAL FORM 348 (Rev. 4/2006)

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>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$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))

\$0.00

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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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Prescribed by GSA FAR (48 CFR) 53.213(f)

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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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

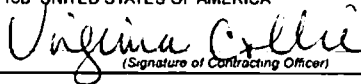
ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to 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 P00006		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ. NO 192117FSFCOCOWR02.04	
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)		9A AMENDMENT OF SOLICITATION NO			
CONTRA COSTA COUNTY INC 651 PINE ST 7TH FLOOR MARTINEZ CA 945531229		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 <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:		\$1,660,500.00	
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 Modification / FAR 43.103(a)					
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 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	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				16C DATE SIGNED 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 2	OF 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)
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> <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</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-25-72-00-000000 ----- --- 000000</p> <p>Continued ...</p>	66330	EA	82.00	5,439,060.00

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.			
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		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)

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)	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 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 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 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 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 ICE/DM/DC-LAGUNA	
ICEDETENT MNGTDETTENT CONTRACT-LAG IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 24000 AVILA ROAD ROOM 3104 LAGUNA NIGUEL CA 92677		ICEDETENT MNGTDETTENT 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	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 Change Item 0001 to read as follows (amount shown is the total amount): DETAINEES HOUSING (WEST FACILITY)	29616	EA	82.00	2,428,512.00
	CLIN 0003 is increased as follows: From: \$1,630,898.00 By: \$797,614.00 To: \$2,428,512.00 The total quantity is increased as follows: From: 19,889 By: 9,727 To: 29,616 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.				

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 ICE/DM/DC-LAGUNA			
		7. ADMINISTERED BY (If other than Item 6)			
		CODE 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 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: \$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</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: \$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/P00005PAGE 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)
	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.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00001		See Block 16C		192116FSFCOCOWR02.10	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA		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)			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		
CODE 0076692160000 FACILITY CODE			10B. DATED (SEE ITEM 13) 04/29/2016		
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 <input type="checkbox"/> is extended <input type="checkbox"/> 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)					
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		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				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. Bonthron (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 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)
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 IGA 11-09-0034/HSCEDM-14-F-IG125/P00011	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 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					
MARTINEZ CA 945531229					
		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		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: \$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:
	D. OTHER (Specify type of modification and authority)
X	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		16B. UNITED STATES OF AMERICA	
B. Bonthron		Robert J. Halls	
15C. DATE SIGNED		16C. DATE SIGNED	
10/2/14		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 IGA 11-09-0034/HSCEDM-14-F-IG125/P00003	PAGE 2	OF 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)
0002	<p>Exempt Action: Y LIST OF CHANGES: Reason for Modification : Additional Work Total Amount for this Modification: \$26,400.00 New Total Amount for this Award: \$2,195,300.00 Obligated Amount for this Modification: \$26,400.00 New Total Obligated Amount for this Award: \$2,195,300.00 FOB: Destination Period of Performance: 07/01/2014 to 10/15/2014</p> <p>Add Item 0002 as follows:</p> <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. \$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

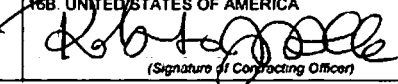
3

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)
	<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 <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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					
<p>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</p> <p>Continued ...</p> <p>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</p>					
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>.</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>.</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> <p>.</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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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)
	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		X 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

1. 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	15C. DATE SIGNED 7.29.16	15B. UNITED STATES OF AMERICA Virginia Collie	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


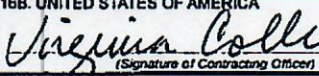
CONTINUATION SHEET

 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  (Signature of person authorized to sign)		15C. DATE SIGNED 8/21/17		16B. UNITED STATES OF AMERICA  (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

191 of 286

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 #192114FSFCOWR02.11; 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:

Project	Yearly	Split#	Split%	Dept#	Org	Estimated	Budget
126664	S00	100.0	0300	2580	\$0.00	\$0.00	

Split% Total: 100.0

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 4286104/10 5NF4 CAT 5 OUTDOOR	4000 EA Mat#:	4000 EA 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>5151 G. Ave HAYWARD</u>
-------------------------	-------------------------------------

#	DESCRIPTION PART NUMBER	QTY	UNIT PRICE	TOTAL PRICE
1	PLA SR90 CAT 6 CABLE PVC T-126 FOOT 11931	4		
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: FOLLOW

SUB TOTAL		
FREIGHT		
TAX		
TOTAL		

ESTIMATED DATE OF NEED: _____

OTHER INSTRUCTIONS: _____

APPROVED BY: _____

ORDERED BY: _____

Contra Costa County DOIT Inventory

30 Douglas Drive
Martinez, CA 94553

Invoice

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

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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

Building No

Run Frequency

D

Daily

Carry Forward Date

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

Invoice Questions Please Call or Email

925-557-3000 or ARQuestions@graybar.com

CREDIT MEMO

MB 02 001048 48451 E 8 A



CONTRA COSTA CNTY D.O.I.T
30 DOUGLAS DRIVE
MARTINEZ CA 94553-4068

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

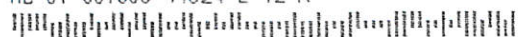
Subject to standard terms and conditions on the reverse side.

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

 4290-2335
 36121

2014 OCT 20 AM 1:09

 Subject to standard terms and conditions on the reverse side.

Page 2 of 2



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
1	Buffer tube fan out kit			4	
2					
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: 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
Late 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	Quantity		Backordered	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

36/21

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	GBLCC-D4-03 ALLEN TEL PRODUCTS INCORPORATED LC/SC 10G MM DPLX AQUA 3M			16.59 / 1		33.18	
Terms of Payment				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- 35.67			
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.							

2014 NOV 21 AM 11:50

4290/2335

WO 36/21

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 <u>Javier Dawson</u>				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							
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		30.93	
				Freight		0.00	
				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

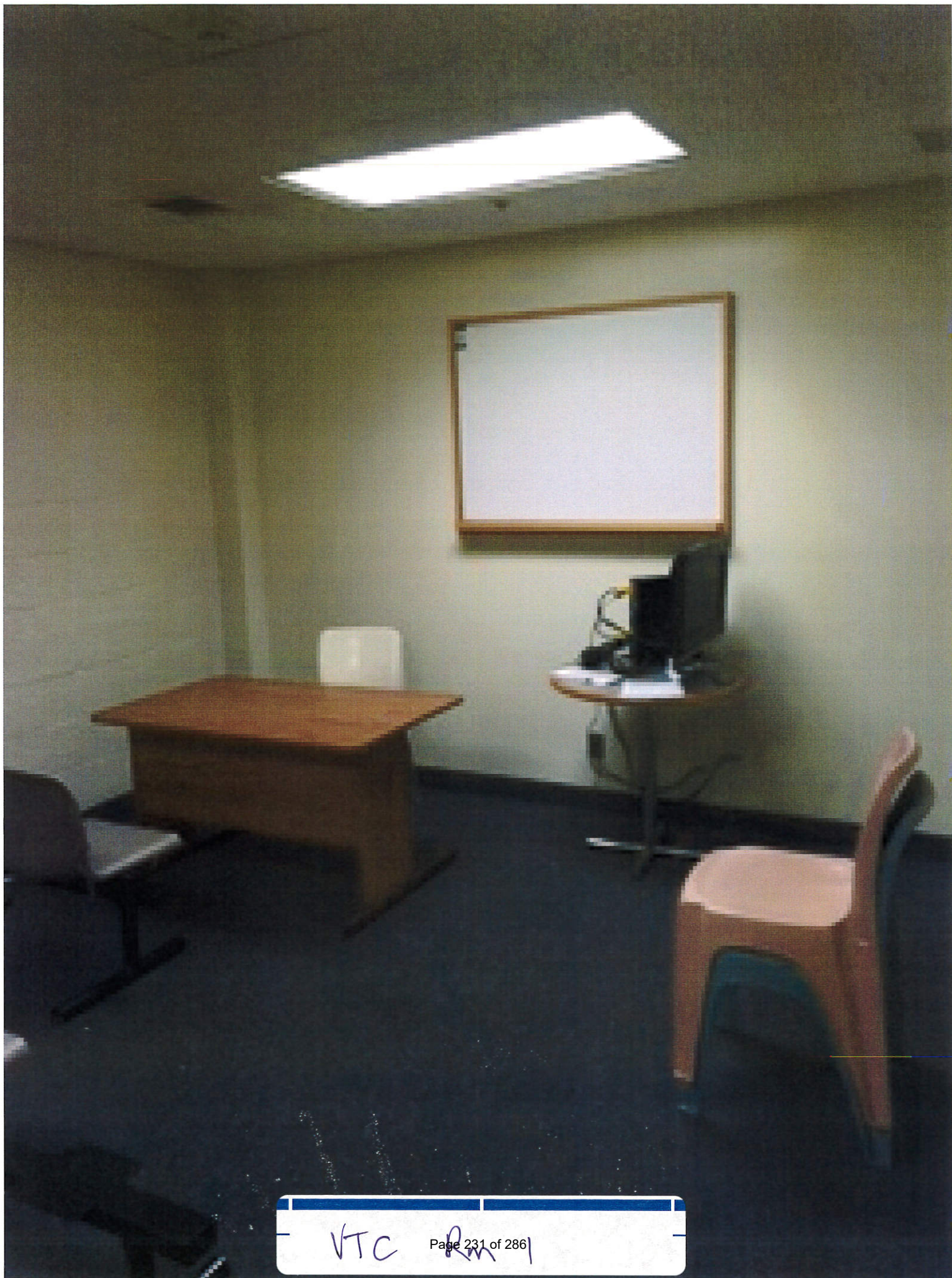
Route: GRAYBAR COUNTER

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

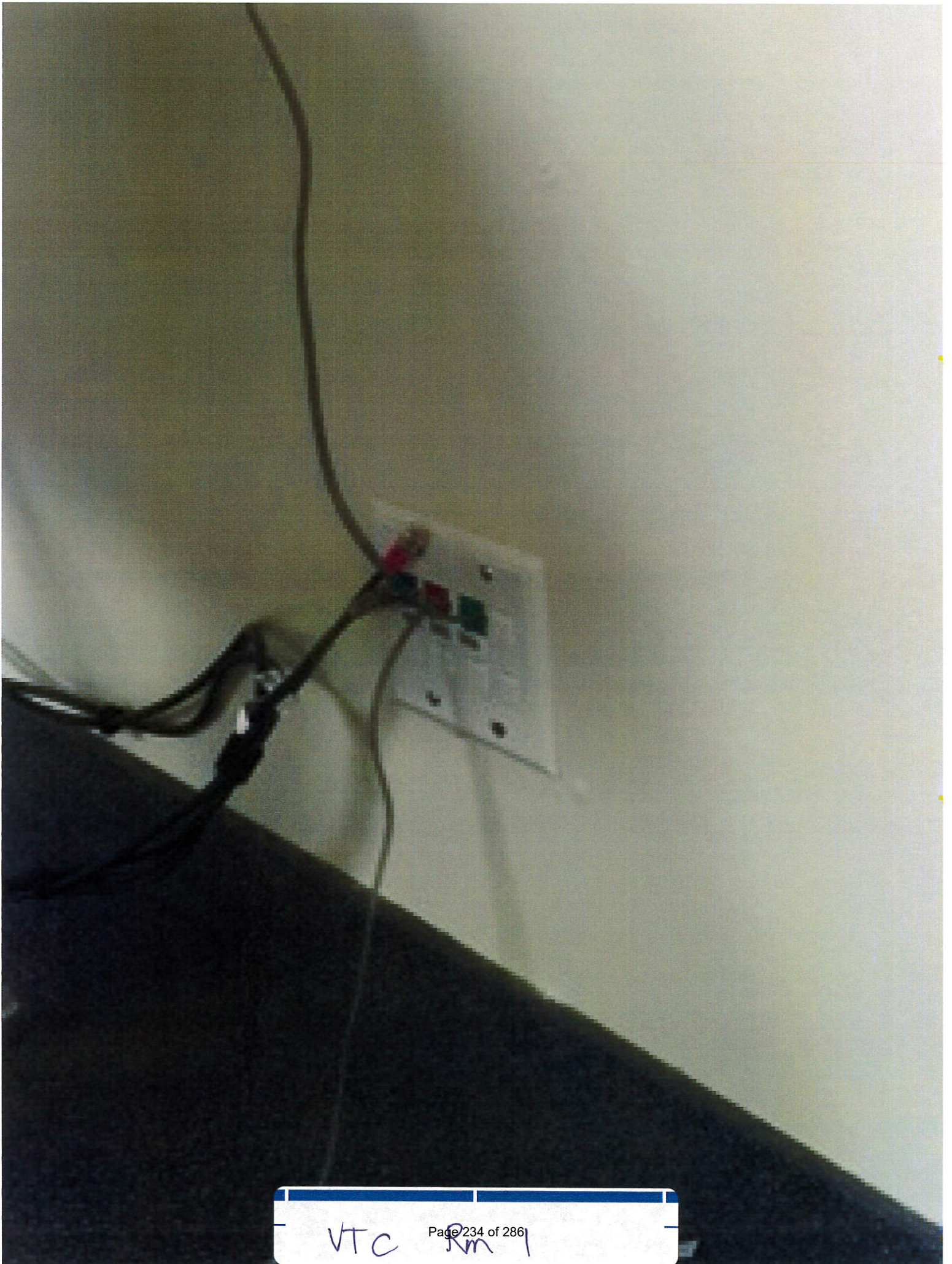


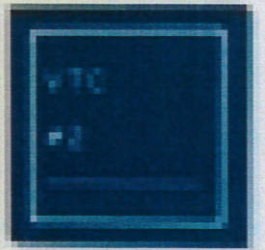
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Rm 1

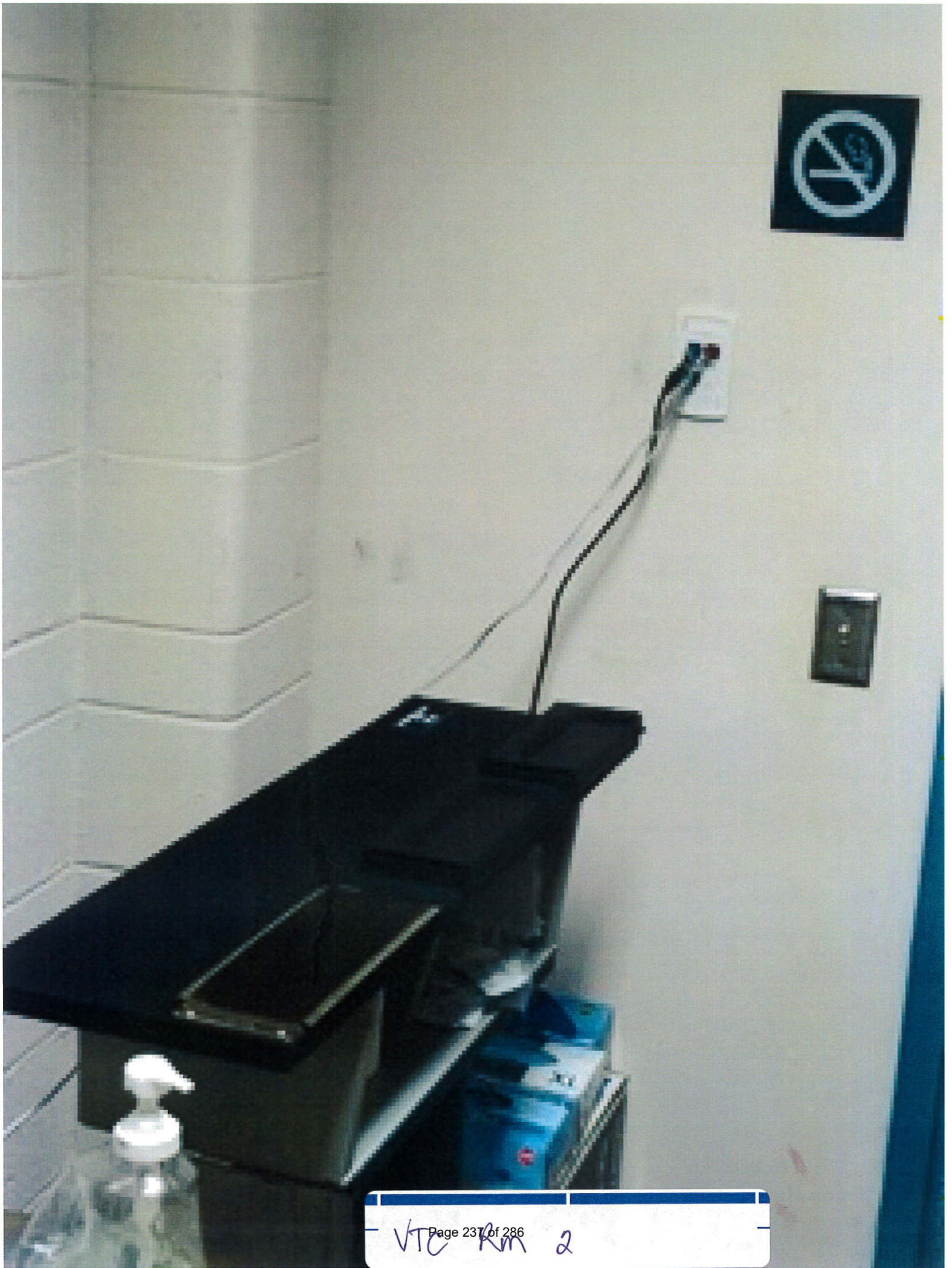


VTC Rm 1
Page 233 of 286











VTC

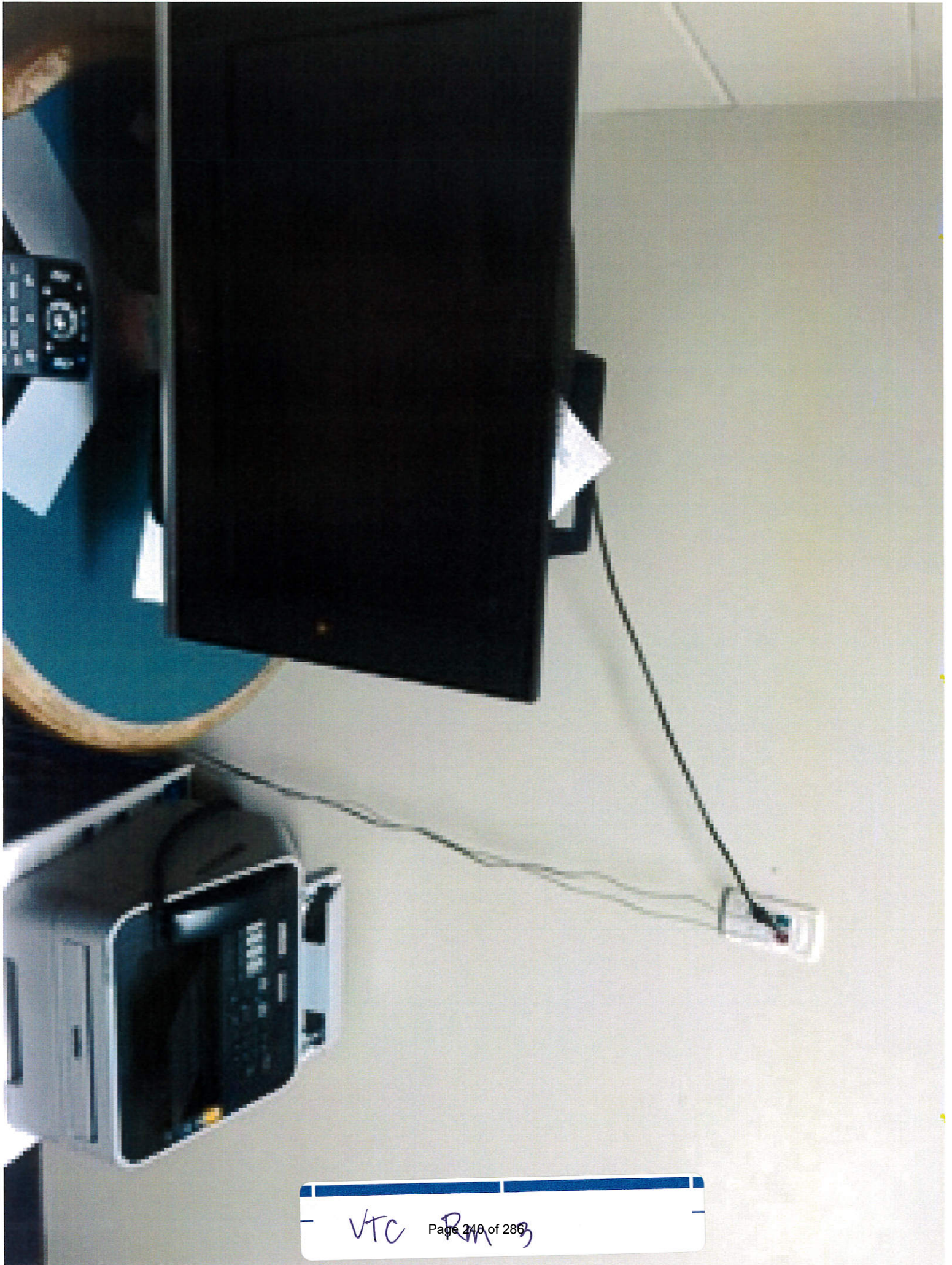
Rm

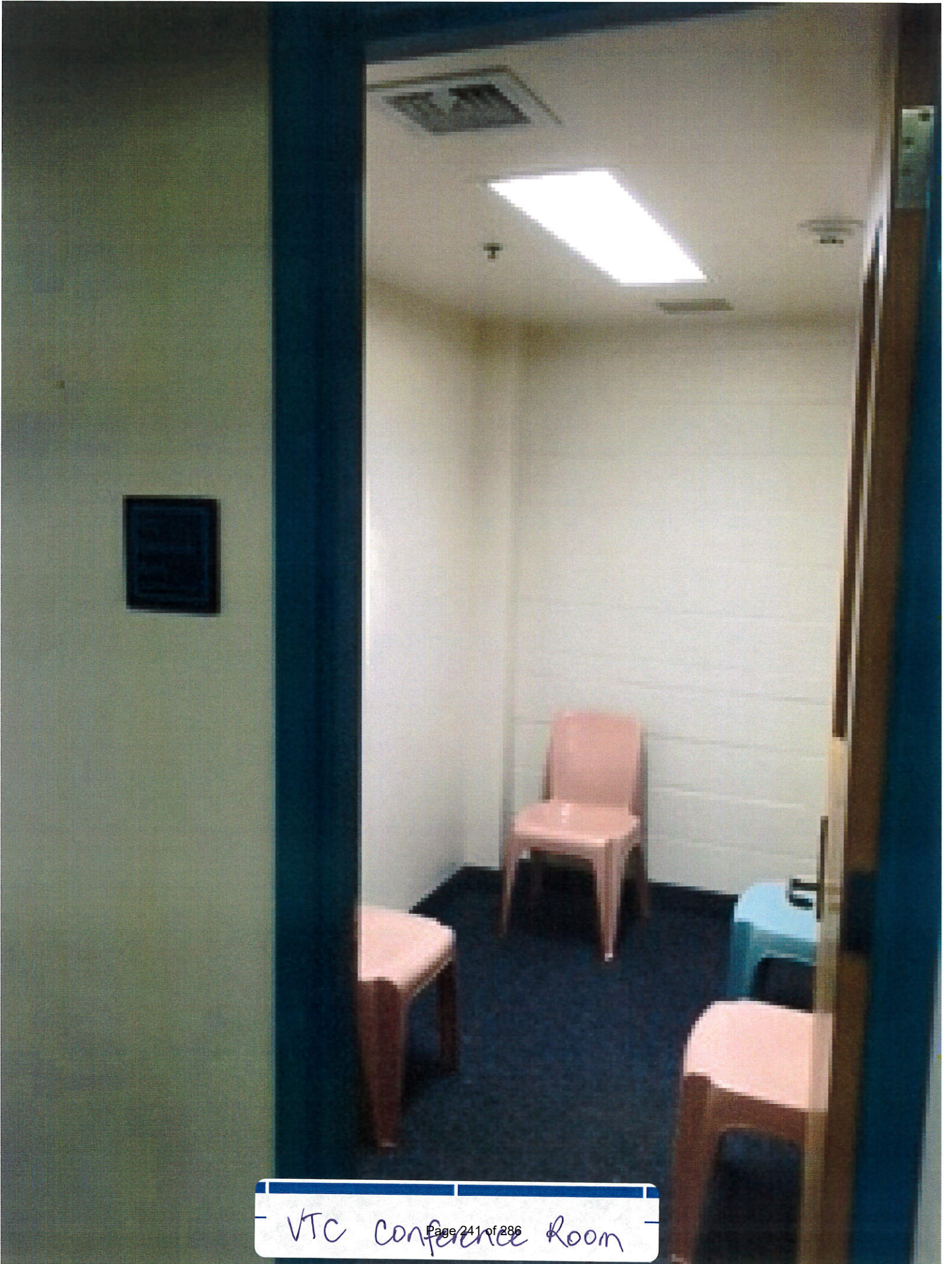
Page 238 of 286



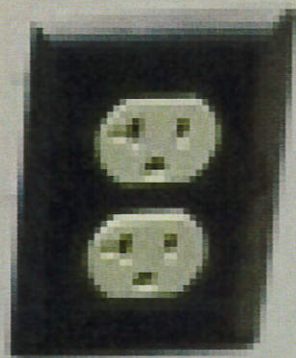
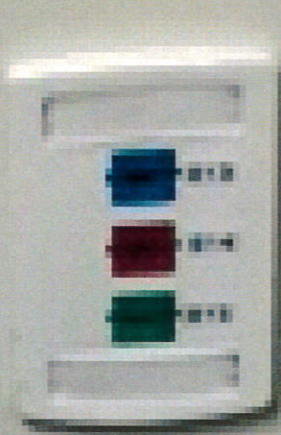
VTC

Rm 3





VTC Conference Room



VTC Conference Room

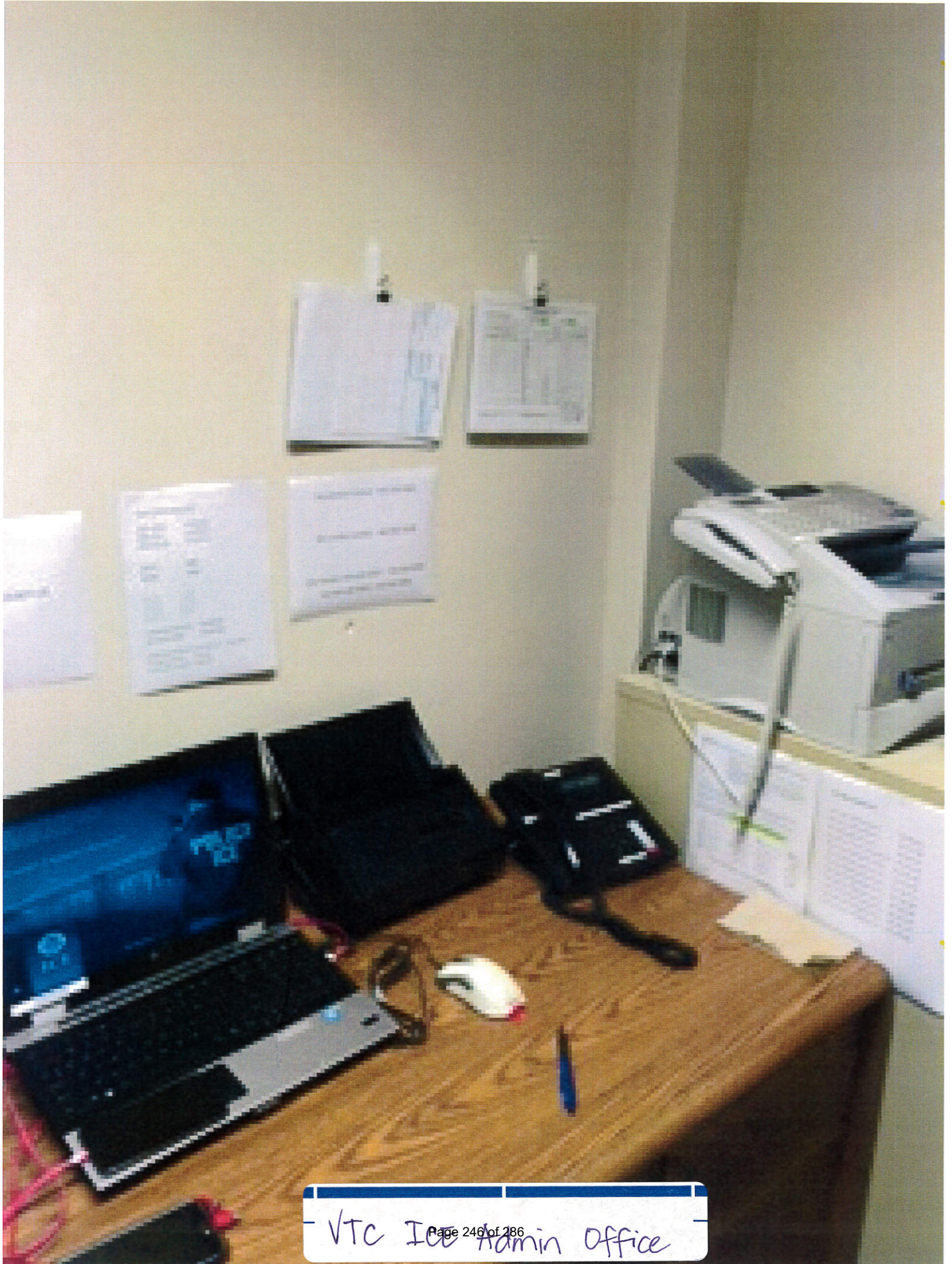


VTC Conference Room



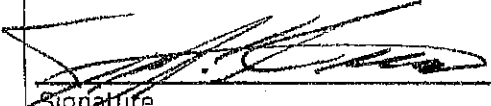



VTC ICE Admin Office



**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
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Assignment and Outsourcing of Jail Operations.....	4
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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

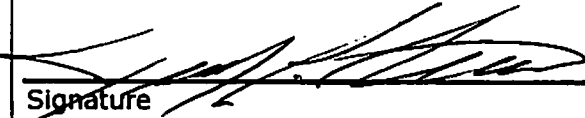
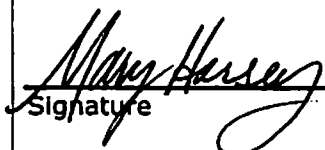
Litigation

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
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.

County Counsel Response Review of Letter from Asian Law Caucus

At its meeting on April 12, 2018, the Public Protection Committee asked that the County Counsel's Office provide the Committee with a response to the legal issues raised in a letter dated April 11, 2108, to Sheriff David Livingston from the Asian Law Caucus alleging that the Sheriff's Immigration Status Policy No. 1.02.28 was not in compliance with the California Values Act ("SB 54"). Their response follows:

Issue #1: Does SB 54 prohibit a Sheriff's Department from having a policy that allows deputies to use their reasonable suspicion about a person's immigration status when it is reasonably relevant to an investigation of crimes such as trafficking or smuggling?

Response to Issue #1: SB 54 does not restrict local law enforcement from investigating activities that may violate state criminal laws. Government Code section 7284.6, subdivision (f), recognizes that local law enforcement agencies retain jurisdiction of criminal law enforcement matters.

Immigration Status Policy Section IV.B.1 states that:

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.

The focus of SB 54 is on restricting the use of local law enforcement for civil immigration enforcement activities. Trafficking, smuggling, harboring, and terrorism are all offenses that may be violations of state criminal laws. Such offenses may be committed by citizens or noncitizens alike and may involve victims or witnesses who are citizens or noncitizens. The Immigration Policy simply recognizes that immigration status may be a factor in the investigations of those crimes.

Issue #2: Is Section III.A.1. of the Immigration Policy inconsistent with SB 54 by permitting a deputy to investigate, enforce, detain, or arrest an individual who is suspected of unlawfully re-entering the United States during an unrelated law enforcement activity?

Response to Issue #2: The Policy language is not inconsistent with SB 54, but admittedly SB 54 does not provide clear guidance on this issue.

Immigration Status Policy Section III.A.1 states that:

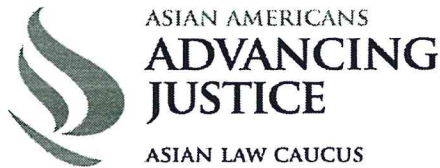
Sheriff's Personnel may investigate, enforce, or detain upon reasonable suspicion of, or arrest for a violation of 8 USC 1326(a) (Illegal reentry by a previously deported or removed alien) that is detected during an unrelated law enforcement activity.

If, during a law enforcement activity, a deputy discovers that an individual who was previously deported may have unlawfully entered the United States, then a deputy is permitted to investigate, enforce, detain, or arrest such individuals. (CA Gov. Code § 7284.6(b)(1).) SB 54 includes some additional language to suggest that an individual's prior deportation should have been the result of a conviction of an aggravated felony in order for a deputy to conduct an investigation into the unlawful reentry. (CA Gov. Code § 7284.6(b)(1).) Whether investigations related to unlawful reentry are strictly limited to individuals who were deported following conviction of an aggravated felony is not clear in SB 54. Due to the uncertainty of the intent of the language, the Sheriff's Office could consider adding language to the Policy regarding aggravated felonies.

Issue #3: Is posting of inmate release information on the Sheriff's website a violation of SB 54 if such information was not already posted prior to the effective date of SB 54?

Response to Issue #3: The California Public Records Act specifically identifies inmate release information as public information. (CA Gov. Code § 6254(f)(1), identifying "time and manner of release.") SB 54 recognizes it is lawful to disclose release date information that is available to the public. (CA Gov. Code § 7284.6(a)(C).) For these reasons, the release information posted by the Sheriff's Office is public information, the disclosure of which is not prohibited by SB 54.

The Sheriff's Office advises that it has posted inmate release information on its website since approximately February 2018. Other counties, including Orange, San Diego, and Alameda, also post inmate release information on their websites.



VIA ELECTRONIC MAIL

April 12, 2018

Sheriff David Livingston
Contra Costa County Sheriff's Office
651 Pine Street
Martinez, CA 94553

RE: Lack of Compliance with the California Values Act (SB 54)

Dear Sheriff Livingston:

I am writing to inform you about the Contra Costa County Sheriff's Office's ("CCCSO") lack of compliance with the California Values Act (SB 54)¹, which went into effect in January 2018. In December 2017, several civil rights and immigrant rights organizations, including my own, sent CCCSO a letter detailing the parameters of the Values Act. However, when we received a copy of CCCSO's revised policy on immigration² in late January 2018, we identified several areas where your Policy did not comply with the Values Act. This letter lays out where the CCCSO Immigration Policy is in violation of the Values Act.

I. The Sheriff's Office May Not Use Immigration Status as a Basis for Detention or Arrest

The CCCSO Immigration Policy states that "[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.*" CCCSO Immigration Policy, section IV.B.1 (emphasis added).

Under section 7284.6(a)(1)(A) of the Values Act, state or local law enforcement officers may not ask an individual about his or her immigration status. State or local law enforcement also may not arrest, detain, or investigate someone for violations of *civil immigration law or criminal immigration law* that penalizes a person's presence in, entry, or reentry to, or employment in, the United States, with a narrow exception for someone who has reentered the United States after being deported for an aggravated felony conviction (discussed below in Part II). Cal. Gov't Code §§ 7284.6(a)(1), (b)(1).

¹ California Values Act ("Values Act" or "Act"), S.B. 54 (De León), signed Oct. 5, 2017, codified at Cal. Gov't Code §§ 7282 *et seq.*

² Contra Costa County Office of the Sheriff, "Immigration Status," Policy No. 1.02.28 (revised Dec. 20, 2017) (hereinafter "CCCSO Immigration Policy" or "Policy").

Several of the offenses listed in the CCCSO Immigration Policy, including smuggling (8 U.S.C. § 1324(a)(1) and (2)) and harboring (8 U.S.C. § 1324), are violations of criminal immigration law, meaning that *but for* the person's immigration status, the offense would not constitute a crime. Because the CCCSO Immigration Policy allows for deputies to detain or arrest someone for a criminal immigration violation premised on immigration status, this Policy violates the Values Act's prohibition on using local law enforcement's resources to investigate, detain, or arrest someone for immigration enforcement purposes. *See* Cal. Gov't Code §§ 7284.6(a)(1).

Accordingly, CCCSO must change its Policy to remove reference to authorizing deputies to engage in detention or arrest of individuals based on suspicion of immigration status for criminal immigration offenses.

II. The Sheriff's Office's Policy Misstates the Exception for Investigation, Detention, or Arrest for Unlawful Reentry

The CCCSO Immigration Policy states that "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." CCCSO Immigration Policy, section III.A.1.

Under the Values Act, state or local law enforcement may not arrest, detain, or investigate someone for federal criminal immigration violations, except for the federal criminal offense of unlawful reentry under 8 U.S.C. § 1326(a), if the reentry is detected during an unrelated law enforcement activity *and* the person was previously convicted of an aggravated felony under 8 U.S.C. § 1326(b)(2). Cal. Gov't Code § 7284.6(b)(1). Even then, transfers to immigration authorities are prohibited unless they fall within the exceptions listed under section 7282.5. *Id.*

Importantly, this narrow exception for an arrest under 8 U.S.C. § 1326(a) applies only when the person has been previously convicted of an "aggravated felony" as referenced in 8 U.S.C. § 1326(b)(2). "Aggravated felony" is a term of art in immigration law, defined at 8 U.S.C. § 1101(a)(43), which lists dozens of common-law terms and references to federal statutes. Both federal and state offenses can be aggravated felonies and the law surrounding which state offenses may trigger aggravated felonies is nuanced, complex, and ever-changing. For example, certain California offenses are only considered aggravated felonies on a case-by-case basis, assessed by reviewing the individual's "record of conviction" for the presence of specified elements. Adding another layer of analysis, the record of conviction carries its own definition in immigration law. Because of these nuances, even among immigration attorneys, the analysis of what is an aggravated felony is often reserved for experts well-versed in the intersection between immigration and criminal law. Without such an expert available to know if an aggravated felony is at play, the likelihood of 8 U.S.C. § 1326(a) arrests or detentions violating the Act (because an aggravated felony is not in fact present), is high.

Moreover, law enforcement agencies could incur liability if they erroneously detain someone who cannot be deported. Such examples include U.S. citizens who were erroneously deported in the past³ or individuals who legally reenter the country (either with a visa or a waiver) after a deportation for an aggravated felony.

To comply with the Values Act, at a minimum CCCSO must clarify in its Policy that the Values Act only permits the investigation, detention, or arrest of individuals on suspicion of unlawful reentry under 8 U.S.C. § 1326(a) if the reentry is detected during an unrelated law enforcement activity *and* the person was previously convicted of an aggravated felony under 8 U.S.C. § 1326(b)(2). Cal. Gov't Code § 7284.6(b)(1). Given the nuances mentioned above in accurately determining what constitutes an "aggravated felony," a safer route to ensure that CCCSO personnel do not violate the Values Act is to adopt a bright line rule where CCCSO does not engage in 8 U.S.C. § 1326(a) investigations, arrests, or detentions.

III. The Sheriff's Office's New Practice of Posting Release Information to Its Website Runs Contrary to the Values Act and the Attorney General's Guidance

Recently, the East Bay Times reported that your office began posting release information of all individuals in Contra Costa County jails on the CCCSO website as a single list.⁴ The article reported that CCCSO has posted this information on its website since February 16, 2018.⁵

The Values Act prohibits the use of state or local law enforcement resources for immigration enforcement purposes, including the disclosure of certain non-public information to federal immigration officers. Cal. Gov't Code §§ 7284.6(a)(1)(C), (D). Notwithstanding the exceptions for certain criminal history, the Act prohibits law enforcement from sharing information related to an individual's release date if that information is not already public. Cal. Gov't Code § 7284.6(a)(1)(C).

Because the Act prohibits state or local law enforcement agencies from expending moneys or personnel on providing release dates for immigration enforcement unless that information is public, these agencies may not expend resources to make release information public for the purposes of immigration enforcement. Thus, if a state or local law enforcement agency began posting all release information on a publicly-accessible website to get around the general prohibition on responding to notification or transfer requests, that action would violate the Act. *See* Cal. Gov't Code §§ 7284.6(a)(1), (C). The Attorney General's guidance on the Values Act reiterates this stance, stating that available to the public "refers to information where

³ Researchers estimate that in 2010 alone, over 4,000 U.S. citizens were mistakenly deported. Jacqueline Stevens, *U.S. Government Unlawfully Detaining and Deported U.S. Citizens as Aliens*, Virginia Journal of Social Policy & the Law (Spring 2011).

⁴ Aaron Davis and Nate Gartrell, "Experts concerned Contra Costa sheriff tipping off ICE by posting release dates of detained immigrants," East Bay Times (Mar. 29, 2018), *available at* <https://www.eastbaytimes.com/2018/03/29/experts-concerned-contra-costa-sheriff-tipping-off-ice-by-posting-release-dates-of-detained-immigrants/>.

⁵ *Id.*

a law enforcement agency has a practice or policy of making such information public, such as disclosing the information on its website . . .”⁶

Prior to February 16, 2018, CCCSO did not have a policy or practice of publicly posting release information on its website. In order to create the list of people and release information, CCCSO must expend agency resources. Given the timing of this change—a mere six weeks after the Values Act went into effect—there are serious concerns that CCCSO’s purpose of posting release information on its website is to allow ICE access to release information of individuals who would otherwise be protected from notification under the Values Act. Moreover, because CCCSO did not have a policy or practice of posting release dates prior to the Values Act going into effect, your agency could face liability for violating the Values Act’s prohibition on expending agency resources to engage in immigration enforcement. Cal. Gov’t Code §§ 7284.6(a)(1). CCCSO should remove release information from its website.

IV. Public Records Act Request

As per the Public Records Act, California Government Code §§ 6250 – 6276.48, please provide me with an updated copy of any policies, memorandum, guidance, or forms that CCCSO adopts related to the implementation of the Values Act after receiving this letter.

Although I am available to provide assistance as you work to update your Policy, given the long-standing community concerns about your implementation of the Values Act, I urge you to meet with community members to listen to these concerns and work toward a collective solution.

You can reach me at sairah@advancingjustice-alc.org or (415) 848-7707 if you have further questions.

Sincerely,

/s/ Saira Hussain

Saira Hussain
Staff Attorney, Criminal Justice Reform

CC: County Counsel Sharon L. Anderson
Supervisor Candace Andersen
Supervisor Diane Burgis
Supervisor John M. Gioia
Supervisor Federal D. Glover
Supervisor Karen Mitchoff
Senior Deputy County Administrator Timothy Ewell

⁶ Information Bulletin from Xavier Becerra, Att’y Gen., Cal. Dep’t of Justice, to Executives of State and Local Law Enforcement Agencies, *Responsibilities of Law Enforcement Agencies Under the California Values Act, California TRUST Act, and the California TRUTH Act*, at 3, No. DLE-2018-01 (Mar. 28, 2018).

