

INTER-GOVERNMENTAL SERVICE AGREEMENT

BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
WASHINGTON, DC

AND

PINAL COUNTY, ARIZONA

This Agreement, including Attachments 1 - 6, is entered into between United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", and Pinal County, Arizona, hereinafter referred to as the "PROVIDER" for the detention and care of aliens (hereinafter referred to as "DETAINEES").

FACILITY LOCATION:

The PROVIDER shall provide detention services for detainees at the following location:

Pinal County Adult Detention Center (Expansion Facility)
971 N. Jason Lopez Circle
Florence, Arizona 85232

PERFORMANCE:

The PROVIDER is required, in units housing ICE detainees, to perform in accordance with the most current editions of ICE National Detention Requirements. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

PERIOD OF PERFORMANCE:

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER and remain in effect for a duration of twenty (20) years, unless terminated earlier in writing, by either party. Either party may terminate this agreement for any reason and without cause by sending written notice of termination one-hundred (100) days in advance of the effective date of termination. Written notice shall be sent registered or certified mail, return receipt requested to:

For ICE

Attn: Contracting Officer
U.S. Department of Homeland Security
Immigration and Customs Enforcement
425 I. Street N.W., Room 2208
Washington, D.C. 20536

For Pinal County

Mr. Manny González
Assistant County Manager
Pinal County Administrative Services
P.O. Box 827
Florence, AZ 85232

In the event the person(s) or mailing addresses of the parties to receive written notice of termination needs to be modified or changed, written notice of such modification or change shall be sent registered or certified mail, return receipt requested to the other party.

NOTIFICATION AND PUBLIC DISCLOSURES:

No public disclosures regarding this IGSA shall be made by the PROVIDER (or any of their contractors or subcontractors) without the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential until award of a formal order under this IGSA.

ORDERS:

Orders will be placed under this IGSA when specific requirements have been identified and funding obtained. Performance under this IGSA is not authorized until the Contracting Officer issues an order, in writing.

PAYMENT RATE:

Per Diem Rate: \$59.64

In consideration for the PROVIDER'S performance under the Terms and Conditions of this Agreement, ICE shall make payment to the PROVIDER for each detainee accepted and housed by the PROVIDER.

The PROVIDER shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include, but are not limited to:

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.

FIRM-FIXED-PRICE - PER-DIEM RATES AND PRICE ADJUSTMENTS

1. Per Diem rate established by this agreement shall be considered firm-fixed-price with economic price adjustment. The per diem rate of \$59.64 will be in effect for the first two years of the agreement. The rates cover one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. Pinal County may bill for the day of arrival, but not for the day of departure. The per diem rate is subject to price adjustment at the end of each performance period of two years.
2. Performance Periods - For the purpose of price adjustments, the performance of this Agreement is twenty-four (24) months in duration. The first period shall extend from the effective date of the Agreement forward for twenty-four (24) months. All succeeding periods shall begin on the anniversary date of the preceding period.
3. Basis for Price Adjustment - A fixed-price with economic price adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon Pinal County's actual cost experience in providing the service.

MODIFICATION:

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

TRANSPORTATION SERVICES:

1. The PROVIDER shall provide ground transportation services to and from ICE's Service Processing Center twice daily on normal business days. The PROVIDER shall transport detainees securely and in a timely manner as directed by the COTR or designated ICE official. When assigned transportation officers are not providing transportation services the PROVIDER shall assign the employees to supplement security duties within the facility at no additional expense to the Government.
2. The PROVIDER shall furnish one bus, in good repair and suitable, approved by the government, to safely provide the required transportation service. The PROVIDER shall not allow employees to use their privately owned vehicles to transport detainees. The PROVIDER shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The PROVIDER shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.
3. The PROVIDER personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those PROVIDER personnel are provided for in the other areas of this agreement.
4. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
5. The PROVIDER shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location.
6. When the COTR provides documents to the PROVIDER concerning the detainee(s) to be transported, the PROVIDER shall deliver these documents only to the named authorized recipients. The PROVIDER shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
7. The PROVIDER shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

MEDICAL SERVICES:

The U. S. Public Health Services (USPHS) will be responsible for providing all health care services provided under contract for detained aliens in the custody of ICE. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week.

The contractor shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, a security shall be posted to the unit 24 hours a day, seven days a week. The contractor shall coordinate and escort detainees to the medical clinic for sick call, appointments and pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic with an average of one patient per provider every 10 minutes. Throughput for a clinic of this size could be as high as 200+ patients per day. Escort personnel will have to be assigned accordingly.

The contractor shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees' who are unable to read. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care. It shall be made routinely available.

The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.

When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and immediately notify USPHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the contractor.

Written policy and defined procedure shall require that detainee's written health complaints are solicited and delivered to the medical facility for appropriate follow-up.

Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS reserves the right to conduct triage and sick call in the place of the detainee's detention.

The USPHS shall provide to the contractor and maintain basic first aid kits. First aid kits shall be available at all times and shall be located throughout the facility, as necessary, to allow quick access.

RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The PROVIDER agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with PROVIDER policies and procedures.

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

INSPECTION:

The PROVIDER agrees to allow periodic inspections of the facility by ICE inspectors. Findings will be shared with facility administrators in order to promote improvements to facility operations and conditions of detainment.

BILLING PROCEDURE:

- (A) Invoices - Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.
- (B) Invoices Submission
U.S. Immigration and Customs Enforcement
SPC Florence/Attn: COTR, Pinal County IGSA
3250 North Pinal Pkwy
Florence, AZ 85232
- (C) Payment - Payments will be made to the PROVIDER after receipt of a complete invoice, which

shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

CONTRACTING OFFICERS' TECHNICAL REPRESENTATIVE (COTR): Ramon Maes or successor is hereby designated as COTR for this Agreement. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes which could affect the price, quantity, or performance of this Agreement.

CONFLICT OF INTEREST:

This agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of Pinal County, Arizona and U.S. Immigration and Customs Enforcement.

U.S. Immigration and Customs Enforcement

Ronald K. Bost

Contracting Officer

U.S. Immigration and Customs Enforcement

AUG 28 2006

Dated _____

PINAL COUNTY

David D. King

Chairman

Pinal County Board of Supervisors

Dated 8-22-06



Attest:

Shari Cleff, Deputy Clerk
Clerk of the Board

Approved as to form and found to be within the powers and authority of the Pinal County Board of Supervisors under the laws of the State of Arizona.

CAH

Deputy Pinal County Attorney

Dated 8/22/06

ATTACHMENTS

- Attachment 1.....Performance Requirement Summary Table
- Attachment 2.....Pinal County Sheriff's Office Detention Officer Employment Background Process
- Attachment 3.....Pinal County Administration
- Attachment 4.....Pinal County Staffing Plan
- Attachment 5.....Pinal County Proposed Route
- Attachment 6.....Pinal County Implementation Plan

This Performance Requirements Summary (PRS) serves to communicate what the Government intends to qualitatively inspect. The PRS and Reviewers Guide are based on ACA standards, professional guidelines referenced by the agreement, applicable Government policy and any other appropriate measure within the agreement of services. The PRS and Reviewers Guide identify:

Each contract requirement, the functional areas, and quality level essential for successful performance of each requirement;

Summarize the functional areas; and

Specify the maximum percentage of total reduction in agreement price attributable to each requirement.

<p>Administration and Management – addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled</p>	
<p>Reduction: 20%</p>	
<p>Functional Areas</p>	<p>Policy Development and Monitoring Internal Inspections and/or Reviews Detainee Records Admission and Orientation Personal Property and Monies Detainee Release Accommodations for the Disabled Policy On Staffing Quality Control</p>

ATTACHMENT 1

Security and Control – addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline

Reduction: 25%

Functional Areas	Post Orders Permanent Logs Security Features Security Inspections and/or reviews Control of Contraband Detainee Searches Detainee Accountability and Supervision Use of Force Non-routine Use of Restraints Tool & Equipment Control Weapons Control Detainee Discipline Supervision for Special Housing Contingency/Emergency Plan
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Food Service – addresses basic sanitation procedures and the adequacy of meals provided to detainees

Reduction: 15%

Functional Areas	Sanitation Requirements Ensure Meals are Varied Special Diets
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Staff and Detainee Communication – addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff

Reduction: 5%

Functional Areas	Staff-Detainee Communication Diversity Training Detainee Grievances
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Safety and Sanitation – addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding

Reduction: 10%

Functional Areas	Fire Safety Non-Hazardous Furnishings Control of Dangerous Materials Environmental Control Clothing and Bedding Personal Hygiene/Well-being Physical Facility and Equipment
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Services and Programs – addresses detainee classification; religious practices; work assignments; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence

Reduction: 15%

Functional Areas

Classification, Review, and Housing
Religious Practices
Volunteer Work Assignments
Work Assignments and Security
Exercise and Out-of-Cell Opportunities
Legal Materials
Legal Representation
Telephone Access
Visitation Privileges
Detainee Mail and Correspondence

Workforce Integrity – addresses the adequacy of the facility's hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct

Reduction: 5%

Functional Areas

Staff Background and Reference Checks
Staff Training, Licensing, and Credentialing
Staff Misconduct

Detainee Discrimination – addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability

Reduction: 5%

Functional Areas

Discrimination Prevention

FEDERAL GOVERNMENT QUALITY ASSURANCE.

The Government's Quality Assurance Program (QASP) is based on the premise that the provider, and not the Government, is responsible for management and quality control actions to meet the terms of the agreement. The QASP procedures recognize that the provider is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow the facility to operate within acceptable quality levels.

Each phase of the services rendered under this agreement are subject to inspection both during the providers operations and after completion of the tasks.

When the provider is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the provider.

The COTR may check the contractor's performance and document any noncompliance, however, only the Contracting Officer may take formal action against for unsatisfactory performance.

The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

FAILURE TO PERFORM REQUIRED SERVICES. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this agreement. Any reductions in the invoice shall reflect the agreement's reduced value resulting from the failure to perform required services.

ATTACHMENT 1

**Pinal County Sheriff's Office
Detention Officer Employment Background Process**

1. **Initial interview with background investigator. Review background packet and arrange for any required documentation.**

2. **Conduct Criminal History Checks.**
 - a. **CCH/III (ACIC/NCIC Checks)**
 - b. **1027 (Drivers License Check)**
 - c. **1029 (Warrants Check)**
 - d. **KQ (Drivers History)**
 - e. **Public Records Check via Web**
 - 1) **Civil Records.**
 - 2) **Sex Offender Register**

3. **Conduct Current Employer Verification.**

4. **Conduct any Law Enforcement Employer Verification information.**

5. **Conduct Truth Verification, either Polygraph or Certified Voice Stress Analysis.**

6. **Schedule and obtain results of drug test.**

7. **Review by Command Staff. If approved, conditional offer of employment given to applicant pending successful completion of full background process.**

8. **Start Date Set for applicant.**

9. **Applicant begins work.**

10. **Continuation of Background process.**
 - a. **Schedule of Medical examination.**
 - b. **Schedule of Psychological examination.**
 - c. **Mail out police contact questionnaire.**
 - d. **Mail out past employers questionnaires. (May include phone contact)**
 - e. **Mail out personal references questionnaire. (May include phone contact)**
 - f. **Mail out family reference questionnaire. (May include phone contact)**

11. **Compile/review all relevant information received concerning applicant.**

12. **Prepare full background report for review by Command Staff and final acceptance of applicant.**

Pinal County Administration

Terry L. Doolittle, Pinal County Manager
P. O. Box 827
31 North Pinal Street, Bldg A
Florence, AZ 85232
520-866-6212
520-866-6512 fax number
terry.doolittle@co.pinal.az.us

Manny Gonzalez, Pinal County Assistant County Manager for Administrative Services
Lead Project Manager
P. O. Box 827
31 North Pinal Street, Bldg A, Second Floor
Florence, AZ 85232
520-866-8221
520-866-6006 fax number
manny.gonzalez@co.pinal.az.us

Jim Throop, Pinal County Budget Director
Contact for Budget Related Items
P. O. Box 827
31 North Pinal Street, Bldg A, Second Floor
Florence, AZ 85232
520-866-6210
520-866-6006 fax number
james.throop@co.pinal.az.us

Pinal County Sheriff's Department Administration

Chris Vasquez, Pinal County Sheriff
P. O. Box 867
971 N. Jason Lopez Circle, Bldg C
Florence, AZ 85232
520-866-5133
520-866-5195 fax number
chris.vasquez@co.pinal.az.us

Pinal County Sheriff's Department Adult Detention Administration

Terry Altman, Chief Deputy, Pinal County Adult Detention Facility
P. O. Box 867
971 N. Jason Lopez Circle, Bldg B
Florence, AZ 85232
520-866-5017
520-866-5090 fax number
terry.altman@co.pinal.az.us

ATTACHMENT 3

**Pinal County Detention Center
Florence, Az.**

Chief Deputy	1.0	5.0	0.5	0.5
Operations Commander	1.0	5.0	0.5	0.5
Support Commander	1.0	5.0	0.5	0.5
Secretary	1.0	5.0	0.5	0.5
Administrative Lieutenant	1.0	5.0	0.5	0.5
Administrative Sergeant	1.0	5.0	0.5	0.5
Training Supervisor	1.0	5.0	0.5	0.5
Manager Personnel	2.0	5.0	0.5	1.0
Personnel Clerk	2.0	5.0	0.5	1.0
Investigator Criminal (STG)	1.0	5.0	0.5	0.5
Investigator Background	1.0	5.0	0.5	0.5
Polygraph Examiner	2.0	5.0	0.5	1.0
Accounting Clerk	1.0	5.0	0.5	0.5
Classification Supervisor	1.0	5.0	0.5	0.5
Warrants Supervisor	1.0	5.0	0.5	0.5
Accreditation Manager	1.0	5.0	0.5	0.5
Total				9.5

	1st Shift	2nd Shift	3rd Shift	Admin Shift	# Days Wk	Rel. Factor	Total Staff
Administrative Support							
Reception Officer	2.0	2.0	1.0		7.0	0.85	4.3
Property Officer	2.0	2.0	1.0		7.0	0.85	4.3
Mail/Correspondence Officer				1.0	5.0	0.60	0.6
Classification Officer	2.0	2.0	1.0		5.0	0.80	3.0
Records Officer	2.0	2.0			5.0	0.80	2.4
Court Liaison				1.0	5.0	0.60	0.6
Supply Officer				1.0	5.0	0.60	0.6
Law Library	1.0	1.0			5.0	0.60	1.2
Warrants Technicians	2.0	1.0			5.0	0.60	1.8
Total							18

	1st Shift	2nd Shift	3rd Shift	Admin Shift	# Days Wk	Rel. Factor	Total Staff
Security Operations							
Visitation Supervisor	1.0	1.0			7.0	0.85	1.7
Visitation Officer	1.0	1.0			7.0	0.85	1.7
Central Control Room Operator	3.0	3.0	2.0		7.0	0.85	6.8
Commissary Officer				1.0	5.0	0.60	0.6
Laundry Officer		1.0	1.0		5.0	0.80	1.2
Work Detail Officer	2.0	1.0	1.0		5.0	0.60	2.4
Kitchen Officer	1.0	1.0			7.0	0.85	1.7
Medical Officer	1.0				5.0	0.60	0.6
Transportation Supervisor	1.0				5.0	0.50	0.5
Assistant Transportation Supervisor		1.0			5.0	0.50	0.5
Transportation Officer	11.0	5.0	2.0		5.0	0.60	10.8
Transportation Officer	2.0	2.0	2.0		7.0	0.85	5.1
Total							34

**Pinal County Detention Center
Florence, Az.**

Intake/Booking/Release	1st Shift	2nd Shift	3rd Shift	Admin Shift	# Days Wk	Rel. Factor	Total Staff
Intake Lt.	1.0	1.0	1.0		5.0	0.80	1.3
Intake Sgt.	1.0	1.0	1.0		7.0	0.85	2.6
Intake Cpl.	1.0	1.0	1.0		7.0	0.85	2.6
Intake officers	2.0	2.0	2.0		7.0	0.85	5.1
Intake Clerks	2.0	2.0	2.0		7.0	0.85	5.1
Release Officer	1.0	1.0	1.0		7.0	0.85	2.6
Total							20

Security Operations (Housing)	1st Shift	2nd Shift	3rd Shift	Admin Shift	# Days Wk	Rel. Factor	Total Staff
Shift Commander	1.0	1.0	1.0		7.0	0.85	2.6
Units E&H							
Units Supervisor (Sgt.)	1.0	1.0	1.0		7.0	1.7	5.1
Housing Supervisor (Cpl.)	2.0	2.0	2.0		7.0	1.7	10.2
Control Room Officer	2.0	2.0	2.0		7.0	1.7	10.2
Housing Officers	8.0	8.0	8.0		7.0	1.7	37.4
Total							66

Units F&J	1st Shift	2nd Shift	3rd Shift	Admin Shift	# Days Wk	Rel. Factor	Total Staff
Unit Supervisor (Sgt.)	1.0	1.0	1.0		7.0	1.7	5.1
Unit Supervisor (Cpl.)	2.0	2.0	2.0		7.0	1.7	10.2
Control Room Officer	2.0	2.0	2.0		7.0	1.7	10.2
Housing Officer	8.0	8.0	8.0		7.0	1.7	37.4
Total							63

Unit G (Segregation Unit)	1st Shift	2nd Shift	3rd Shift	Admin Shift	# Days Wk	Rel. Factor	Total Staff
Unit Supervisor (Sgt.)	1.0	1.0	1.0		7.0	1.7	5.1
Unit Supervisor (Cpl.)	1.0	1.0	1.0		7.0	1.7	5.1
Control Room Officer	1.0	1.0	1.0		7.0	1.7	5.1
Housing Officer	5.0	5.0	4.0		7.0	1.7	23.8
Total							38
Total							248

ATTACHMENT 4

Pinal County Proposed Route

1. PCJ – FLO – PCJ - Performed twice daily on normal business days at 0800 and 2000 hours by one bus.

Legend

FLO = Florence Processing Center
3250 N. Pinal Parkway
Florence, AZ 85232

PCJ = Pinal County Jail
951 N. Pinal Parkway
Florence, AZ 85232-8799

Implementation Plan

The following implementation plan reflects Pinal County's projected ability to accept ICE detainees effective October 1, 2006.

Date	Number of beds available for new Detainees	Gender	Total maximum ICE Detainees
October 1, 2006	Forty-Five (45)	Female	45
January 1, 2007	Sixty (60)	Male	105
February 1, 2007	Sixty (60)	Male	165
March 1, 2007	Sixty (60)	Male	225
April 1, 2007	Sixty (60)	Male	285
May 1, 2007	Sixty (60)	Male	345
June 1, 2007	Sixty (60)	Male	405
July 1, 2007	Sixty (60)	Male	465
August 1, 2007	Sixty (60)	Male	525
September 1, 2007	Sixty (60)	Male	585
October 1, 2007	Forty (40)	Male	625

The implementation schedule for October 1, 2006 thru October 1, 2007 will be followed unless revised by written mutual agreement between ICE and Pinal County; and may be accelerated should sufficient resources and staffing, as depicted in Attachment 4 be achieved. Additionally, the indicated capacity may be exceeded, so long as the total population (ICE Detainees + Pinal County Inmates) do not exceed the facilities operational capacity of 1335.

The acceptance of male and female detainees will be consistent with the ability of Pinal County to provide adequate, safe and secure housing which allows for the necessary sight and sound separation between male and female detainees.

This indicated available bed space is effective thru September 30, 2009. Effective October 1, 2009 through September 30, 2011, there will be available not less than 500 beds for ICE detainees. Should it become necessary to reduce available beds, in order to maintain a safe and secure correctional environment, due to exceeding operational capacity, Pinal County on or before April 1, 2011 and each year thereafter will provide written notification of the available capacity for the subsequent Federal Fiscal Year.

**FIRST AMENDMENT TO:
INTER-GOVERNMENTAL SERVICE AGREEMENT**

BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
WASHINGTON, DC

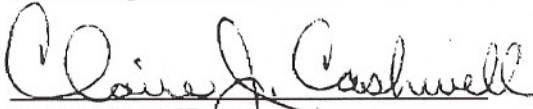
AND

PINAL COUNTY, ARIZONA

This Agreement shall amend the Inter-Governmental Service Agreement referenced above and dated August 22, 2006 whereby the Implementation Plan set forth as Attachment 6 on Page 17 of 17 is deleted and a new Amended Implementation Plan is substituted in this place and stead as set forth in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of Pinal County, Arizona and U.S. Immigration and Customs Enforcement.

U.S. Immigration and Customs Enforcement

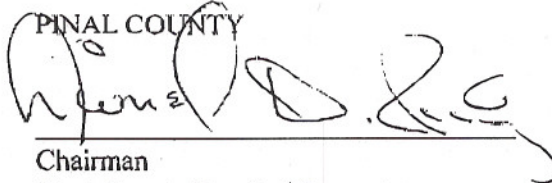


Contracting Officer

U.S. Immigration and Customs Enforcement

Dated 12/22/2006

PINAL COUNTY

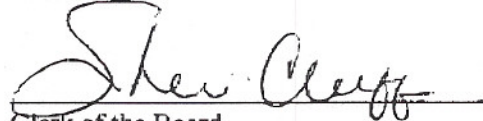


Chairman

Pinal County Board of Supervisors

Dated December 20, 2006

Attest:



Clerk of the Board

Deputy

Approved as to form and found to be within the powers and authority of the Pinal County Board of Supervisors under the laws of the State of Arizona.





Deputy Pinal County Attorney

Dated 12-7-06

Exhibit "A"

Amended Implementation Plan

The following implementation plan reflects Pinal County's projected ability to accept ICE detainees effective January 2, 2007.

Date	Number of beds available for Detainees	Gender	Total maximum number of ICE Detainees
January 2, 2007	45	Female	45
February 1, 2007	60	Male	105
March 1, 2007	60	Male	165
April 1, 2007	60	Male	225
May 1, 2007	60	Male	285
June 1, 2007	60	Male	345
July 1, 2007	60	Male	405
August 1, 2007	60	Male	465
September 1, 2007	60	Male	525
October 1, 2007	60	Male	585
November 1, 2007	40	Male	625

The implementation schedule for January 2, 2007 thru November 1, 2007 will be followed unless revised by written mutual agreement between ICE and Pinal County and may be accelerated should sufficient resources and staffing, as depicted in Attachment 4 be achieved. Additionally, the indicated capacity may be exceeded, so long as the total population (ICE Detainees + Pinal County Inmates) do not exceed the facilities operational capacity of 1335.

The acceptance of male and female detainees will be consistent with the ability of Pinal County to provide adequate, safe and secure housing, which allows for the necessary sight and sound separation between male and female detainees.

This indicated available bed space is effective thru September 30, 2009. Effective October 1, 2009 through September 30, 2011, there will be available not less than 500 beds for ICE detainees. Should it become necessary to reduce available beds, in order to maintain a safe and secure correctional environment, due to exceeding operational capacity, Pinal County on or before April 1, 2011 and each year thereafter will provide written notification of the available capacity for the subsequent Federal Fiscal Year.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1. 2

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

1. DATE OF ORDER 04/01/2007		2. CONTRACT NO. (If any) DROIGSA070004		6. SHIP TO:	
3. ORDER NO. HSCEOP07FIG00031		4. REQUISITION/REFERENCE NO. FPH070020		a. NAME OF CONSIGNEE Immigration and Customs Enforcement	
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536				b. STREET ADDRESS 425 I Street NW Rm 2208	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20536	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR COUNTY OF PINAL				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS RURAL BRANCH P O BOX 3125 1400 NORTH 11 MILE CORNER ROAD				REFERENCE YOUR:	
d. CITY CASA GRANDE				e. STATE AZ	
				f. ZIP CODE 852220125	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Immigration and Customs Enforcement	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL				<input type="checkbox"/> b. DELIVERY	
<input type="checkbox"/> b. OTHER THAN SMALL				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.	
<input type="checkbox"/> c. DISADVANTAGED					
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
<input type="checkbox"/> d. WOMEN-OWNED				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.	
<input type="checkbox"/> e. HUBZone				<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS	

b2Low

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)
	Tax ID Number: 86-6000557 DUNS Number: 100001387 Accounting Info: <div style="background-color: gray; width: 100%; height: 15px; margin: 5px 0;"></div> Period of Performance: 04/01/2007 to Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS/ICE/DRO				\$4,094,584.20		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) IMMIGRATION AND CUSTOMS ENFORCEMENT 2035 N. CENTRAL AVENUE						
c. CITY PHOENIX	d. STATE AZ	e. ZIP CODE 85004		\$4,094,584.20		

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Susan D. Erickson	
		TITLE: CONTRACTING/ORDERING OFFICER	

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

PAGE OF PAGES

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2

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

DATE OF ORDER

CONTRACT NO.

04/01/2007

DROIGSA070004

ORDER NO.

HSCEOP07FIG00031

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
(A)	(B)					
0001	<p>09/30/2007</p> <p>Provide detention service for housing of alien detainee at Pinal County, Florence, Arizona.</p> <p>68059 Mandays X \$59.64 Daily Rate = \$4,094,584.20 (Not to Exceed)</p> <p>The total amount of award: \$4,094,584.20. The obligation for this award is shown in box 17(i).</p>	1	LO	4,094,584.20	4,094,584.20	

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

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 4

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

1. DATE OF ORDER 09/24/2007		2. CONTRACT NO. (If any) DROIGSA070004		6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCEDM-08-F-IG005		4. REQUISITION/REFERENCE NO. FPH080004		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		c. CITY Washington		d. STATE DC	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR COUNTY OF PINAL		b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS RURAL BRANCH P O BOX 3125 1400 NORTH 11 MILE CORNER ROAD		d. CITY CASA GRANDE		e. STATE AZ	f. ZIP CODE 85220125
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITIONING OFFICE ICE Detention & Removal		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: 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. 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.	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	
b. ACCEPTANCE Destination				16. DISCOUNT TERMS b2Low	

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)
	Tax ID Number: 86-6000557 DUNS Number: 100001387 This is Task Order issued against the Inter-Governmental Services Agreement (IGSA) No. DROIGSA-07-0004 for detention and transportation services at Pinal County Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Department of Homeland Security				\$0.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Attn: DRO 2035 N. Central Avenue						
c. CITY Phoenix		d. STATE AZ	e. ZIP CODE 85004		\$0.00	

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Susan D. Erickson TITLE: CONTRACTING/ORDERING OFFICER	
--	--	--	--

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

PAGE OF PAGES

2 4

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

DATE OF ORDER

CONTRACT NO.

09/24/2007

DROIGSA070004

ORDER NO.

HSCEDM-08-F-IG005

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>Adult Detention Center, Forence Arizona.</p> <p>This order is issued under the authority of the Immigration and Nationality Act, as amended, and in accordance with the attached IGSA between the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE) Office of Detention and Removal (DRO), and Pinal County.</p> <p>DRO Program Office POC: John Washington, b2Low</p> <p>ICE Office of Acquisition Management POC: Susan Erickon, b2Low</p> <p>Admin Office: US Department of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Room 2208 Washington, DC 20536</p> <p>Accounting Info: b2Low</p> <p>Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Alien Adult Detention Service: For the detention, housing and care for persons detained. Estimated usage: 228,750 MANDAYS (625 BEDS PER DAY) at \$59.64 per deim = \$13,642,650.00.</p> <p>Accounting Info: b2Low</p> <p>Continued ...</p>	1	LO	0.00	0.00	

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE OF PAGES

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/24/2007

DROIGSA070004

HSCEM-08-F-IG005

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>25 72 00 000000</p> <p>\$0.00 (Subject to Availability of Funds)</p> <p>Availability of Funds (Apr 1984)</p> <p>Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>INVOICING INSTRUCTIONS: Please submit one (1) original invoice to the Program Office POC. The program official must verify that the goods and/or services have been received/accepted prior to invoice processing by the Dallas Finance Center.</p> <p>The invoice must also include: (1) IGSA number DROIGSA070004, (2) The Task Order number HSCEM-08-F-IG005, (3) the name of the Contracting Technical Representative or appointed government official</p> <p>Direct payment inquiries to b2Low</p> <p>The provider shall notify the Contracting Officer and Contracting Officer's Technical Representative in writing, when all allowable charges under this task order exceed 75% of the funded amount authorized under the task order. In no event is the provider authorized to incur costs, or submit invoices, in excess of the total amount authorized by the Task Order.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box Continued ...</p>					

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE OF PAGES

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/24/2007

DROIGSA070004

HSCEDM-08-F-IG005

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	17(i).					

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

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.

5. PROJECT NO. (If applicable)

P00001

See Block 16C

FPH080004.1

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

COUNTY OF PINAL
RURAL BRANCH P O BOX 3125
1400 NORTH 11 MILE CORNER ROAD
CASA GRANDE AZ 852220125

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA070004

HSCEDM-08-F-IG005

10B. DATED (SEE ITEM 11)

09/24/2007

CODE 1000013870000

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:

\$5,856,946.20

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: 100001387

A. The purpose of this modification is to obligate funding on the reference task order for detention service at Pinal County Adult Detention Center, Florence Arizona.

B. All other terms and conditions remain the same.

This order is issued under the authority of the Immigration and Nationality Act, as amended, and in accordance with the attached IGSA between the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE) Office of Detention and Removal 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)

Susan D. Erickson

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

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Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA070004/HSCEDM-08-F-IG005/P00001

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2 2

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF PINAL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>(DRO), and Pinal County.</p> <p>DRO Program Office POC: John Washington, b2Low</p> <p>ICE Office of Acquisition Management POC: Susan Erickon, b2Low</p> <p>Admin Office: US Department of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Room 2208 Washington, DC 20536</p> <p>Delivery: 30 Days After Award Discount Terms: b2Low</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Accounting Info: b2Low</p> <p>FOB: Destination Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Alien Adult Detention Service: For the detention, housing and care for persons detained. (Estimated 625 Beds per Day) 98,205 Mandays</p> <p>Period of Performance from October 1, 2007 through March 31, 2008.</p> <p>Remaining balance 130,545 Mandays</p>	98205	EA	59.64	5,856,946.20

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.	5. PROJECT NO. (If applicable)
PG0002	05/14/2008	FPH080004.2	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
ICE/DM/DC-DC	ICE/DM/DC-DC	ICE/DM/DC-DC	ICE/DM/DC-DC
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
COUNTY OF PINAL RURAL BRANCH P O BOX 3125 1400 NORTH 11 MILE CORNER ROAD CASA GRANDE AZ 852220125		9B. DATED (SEE ITEM 11)	
CODE 1000013870000		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
FACILITY CODE		DROIGSA070004	
		HSCEDM-08-F-IG005	
		10B. DATED (SEE ITEM 11)	
		09/24/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,604,852.76
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) FUNDING MODIFICATION

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: 100001387

A. The purpose of this modification is to obligate funding on the referenced task order for detention services at Pinal County Adult Detention Center in Florence, Arizona.

B. The total obligated award amount is hereby changed from \$5,856,946.20 to \$7,461,798.96 for a net increase of \$1,604,852.76.

C. All other terms and conditions remain the same.

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)	
		Susan D. Erickson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Susan D. Erickson	5/15/08
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA070004/HSCEDM-08-F-IG005/P00002

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2 3

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF PINAL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This order is issued under the authority of the Immigration and Nationality Act, as amended, and in accordance with the attached IGSA between the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE) Office of Detention and Removal (DRO), and Pinal County.</p> <p>CONTACT INFORMATION:</p> <p>DRO Program Office POC: John Washington, b2Low</p> <p>ICE Office of Acquisition Management POC: Susan Erickson, b2Low</p> <p>Admin Office: US Department of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Room 2208 Washington, DC 20536</p> <p>Discount Terms: b2Low</p> <p>FOB: Destination Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>Alien Adult Detention Service: For the detention, housing and care for persons detained. (Estimated 625 Beds per Day) 125,114 Mandays</p> <p>Period of Performance from October 1, 2007 through May 31, 2008.</p> <p>Remaining balance 103,636 Mandays</p> <p>Accounting Info: b2Low</p> <p>Funded: \$0.00 Accounting Info: b2Low</p> <p>Continued ...</p>	25114	EA	59.64	7,461,798.96

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA070004/HSCEDM-08-F-IG005/P00002

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF PINAL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b2Low Funded: \$1,604,852.76</p>				