


<b>1. Agreement No.</b> ODT-1-7-0002	<b>2. Effective Date</b> March 1, 2025	<b>3. Facility Code(s)</b> 6Q2	<b>4. Modification No.</b> Twenty-eight (28)	<b>5. DUNS No.</b> 963542084
<b>6. Issuing Federal Agency</b>  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		<b>7. Local Government</b>  San Luis Regional Detention Facility 406 N. Avenue D Yuma, AZ 85349		
<b>8. Appropriation Data</b> 15X1020	<b>9. Per-Diem Rate</b> \$140.00	<b>10. Guard/Transportation Hourly Rate</b> \$38.50		
<p><b>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</b></p> <p>A. The purpose of this modification is to increase the operational per diem rate.</p> <p>B. To execute the above, the following changes are made:</p> <p>    1. Increase the per diem rate from <b>\$104.84 to \$140.00</b></p> <p>C. The hourly rate for court, medical appointments, hospital, JPATS transportation services increased from <b>\$35.17 to \$38.50</b>.</p> <p>D. The per-diem rate and the guard/transportation hourly rate shall be fixed for a period from the effective date of this agreement forward for thirty-six (36) consecutive months except for any pricing adjustments resulting from DOL wage determinations or collective bargaining agreements. An economic rate adjustment to either rate can be requested by the Local Government after thirty-six (36) months of continuous performance. Request for economic rate adjustments before the ending of the thirty-six (36) month period preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrant a review of an out-of-cycle economic rate adjustment. Granting an out-of-cycle economic rate adjustment is not guaranteed.</p> <p><b>ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.</b></p>				
<b>12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:</b>				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
<b>13. APPROVALS</b>				
<p>A. LOCAL GOVERNMENT</p>  <p>_____ Signature</p> <p><u>President</u> TITLE</p> <p><u>3/10/2025</u> DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p>ARNESS HARRIS Digitally signed by ARNESS HARRIS Date: 2025.03.12 07:28:36 -04'00' _____ Signature</p> <p>_____ Chief, Procurement TITLE</p> <p>_____ DATE</p>		

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

**Modification of Intergovernmental Agreement**

<b>1. Agreement No.</b> ODT-1-7-0002	<b>2. Effective Date</b> August 3, 2024	<b>3. Facility Code(s)</b> 6Q2	<b>4. Modification No.</b> Twenty-seven (27)	<b>5. DUNS No.</b> 963542084
<b>6. Issuing Federal Agency</b>  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		<b>7. Local Government</b>  San Luis Regional Detention Facility 406 N. Avenue D Yuma, AZ 85349		
<b>8. Appropriation Data</b> 15X1020	<b>9. Per-Diem Rate</b> \$104.84	<b>10. Guard/Transportation Hourly Rate</b> \$35.17		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to replace the Department of Labor Wage Determination issued in modification #26 with the attached (WD) Number 2015-5475 (Rev 23) dated 07/22/2024.</p> <p>ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.</p>				
<b>12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:</b>				
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
<b>13. APPROVALS</b>				
<p>A. LOCAL GOVERNMENT</p> <p>_____</p> <p style="text-align: center;"><i>Signature</i></p> <p>_____</p> <p>TITLE DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p>REGINA TURNER <small>Digitally signed by REGINA TURNER Date: 2024.08.22 06:54:00 -04'00'</small></p> <p>_____</p> <p style="text-align: center;"><i>Signature</i></p> <p>Assistant Chief, Procurement _____</p> <p>TITLE DATE</p>		

<p style="text-align: center;">"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p style="text-align: center;">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
<p>Daniel W. Simms Director</p>	<p>Division of Wage Determinations</p>
<p>Wage Determination No.: 2015-5475 Revision No.: 23 Date Of Last Revision: 07/22/2024</p>	

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Arizona

Area: Arizona County of Yuma

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.05***
01012 - Accounting Clerk II		18.02
01013 - Accounting Clerk III		20.15
01020 - Administrative Assistant		28.25
01035 - Court Reporter		20.34
01041 - Customer Service Representative I		14.21***
01042 - Customer Service Representative II		15.51***
01043 - Customer Service Representative III		17.40
01051 - Data Entry Operator I		15.03***
01052 - Data Entry Operator II		16.40***
01060 - Dispatcher, Motor Vehicle		20.79
01070 - Document Preparation Clerk		16.20***
01090 - Duplicating Machine Operator		16.20***
01111 - General Clerk I		14.67***
01112 - General Clerk II		16.00***
01113 - General Clerk III		17.96

01120 - Housing Referral Assistant	22.68
01141 - Messenger Courier	13.19***
01191 - Order Clerk I	15.46***
01192 - Order Clerk II	17.93
01261 - Personnel Assistant (Employment) I	17.09***
01262 - Personnel Assistant (Employment) II	19.12
01263 - Personnel Assistant (Employment) III	21.32
01270 - Production Control Clerk	22.52
01290 - Rental Clerk	17.41
01300 - Scheduler, Maintenance	18.18
01311 - Secretary I	18.18
01312 - Secretary II	20.34
01313 - Secretary III	22.68
01320 - Service Order Dispatcher	18.59
01410 - Supply Technician	28.25
01420 - Survey Worker	20.34
01460 - Switchboard Operator/Receptionist	15.92***
01531 - Travel Clerk I	15.86***
01532 - Travel Clerk II	16.76***
01533 - Travel Clerk III	17.61
01611 - Word Processor I	16.20***
01612 - Word Processor II	18.18
01613 - Word Processor III	20.34
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.04
05010 - Automotive Electrician	19.99
05040 - Automotive Glass Installer	19.24
05070 - Automotive Worker	19.24
05110 - Mobile Equipment Servicer	17.70
05130 - Motor Equipment Metal Mechanic	20.69
05160 - Motor Equipment Metal Worker	19.24
05190 - Motor Vehicle Mechanic	20.32
05220 - Motor Vehicle Mechanic Helper	16.60***
05250 - Motor Vehicle Upholstery Worker	18.53
05280 - Motor Vehicle Wrecker	19.24
05310 - Painter, Automotive	19.99
05340 - Radiator Repair Specialist	19.24
05370 - Tire Repairer	16.43***
05400 - Transmission Repair Specialist	20.69
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.79***
07041 - Cook I	15.83***
07042 - Cook II	18.21
07070 - Dishwasher	14.10***
07130 - Food Service Worker	14.91***
07210 - Meat Cutter	16.44***
07260 - Waiter/Waitress	16.90***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.89
09040 - Furniture Handler	14.49***
09080 - Furniture Refinisher	20.89
09090 - Furniture Refinisher Helper	17.14***
09110 - Furniture Repairer, Minor	19.37
09130 - Upholsterer	20.89
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.57***
11060 - Elevator Operator	14.60***
11090 - Gardener	19.23
11122 - Housekeeping Aide	14.60***
11150 - Janitor	14.60***
11210 - Laborer, Grounds Maintenance	15.91***
11240 - Maid or Houseman	14.84***
11260 - Pruner	15.18***
11270 - Tractor Operator	17.91
11330 - Trail Maintenance Worker	15.91***

11360 - Window Cleaner	15.30***
12000 - Health Occupations	
12010 - Ambulance Driver	26.90
12011 - Breath Alcohol Technician	27.89
12012 - Certified Occupational Therapist Assistant	38.27
12015 - Certified Physical Therapist Assistant	34.17
12020 - Dental Assistant	18.81
12025 - Dental Hygienist	42.70
12030 - EKG Technician	42.27
12035 - Electroneurodiagnostic Technologist	42.27
12040 - Emergency Medical Technician	26.90
12071 - Licensed Practical Nurse I	24.93
12072 - Licensed Practical Nurse II	27.89
12073 - Licensed Practical Nurse III	31.10
12100 - Medical Assistant	18.15
12130 - Medical Laboratory Technician	25.43
12160 - Medical Record Clerk	21.29
12190 - Medical Record Technician	23.80
12195 - Medical Transcriptionist	24.93
12210 - Nuclear Medicine Technologist	61.29
12221 - Nursing Assistant I	12.75***
12222 - Nursing Assistant II	14.33***
12223 - Nursing Assistant III	15.64***
12224 - Nursing Assistant IV	17.57
12235 - Optical Dispenser	22.50
12236 - Optical Technician	24.93
12250 - Pharmacy Technician	21.43
12280 - Phlebotomist	24.93
12305 - Radiologic Technologist	37.73
12311 - Registered Nurse I	26.74
12312 - Registered Nurse II	32.70
12313 - Registered Nurse II, Specialist	32.70
12314 - Registered Nurse III	39.56
12315 - Registered Nurse III, Anesthetist	39.56
12316 - Registered Nurse IV	47.42
12317 - Scheduler (Drug and Alcohol Testing)	34.55
12320 - Substance Abuse Treatment Counselor	24.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.75
13012 - Exhibits Specialist II	21.83
13013 - Exhibits Specialist III	26.71
13041 - Illustrator I	17.75
13042 - Illustrator II	21.83
13043 - Illustrator III	26.71
13047 - Librarian	24.18
13050 - Library Aide/Clerk	16.67***
13054 - Library Information Technology Systems Administrator	21.83
13058 - Library Technician	17.62
13061 - Media Specialist I	15.75***
13062 - Media Specialist II	17.62
13063 - Media Specialist III	19.65
13071 - Photographer I	15.75***
13072 - Photographer II	18.91
13073 - Photographer III	22.03
13074 - Photographer IV	26.71
13075 - Photographer V	32.31
13090 - Technical Order Library Clerk	20.93
13110 - Video Teleconference Technician	19.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.76
14042 - Computer Operator II	21.01
14043 - Computer Operator III	25.06
14044 - Computer Operator IV	26.84
14045 - Computer Operator V	29.73

14071 - Computer Programmer I	(see 1)	20.98
14072 - Computer Programmer II	(see 1)	25.99
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.76
14160 - Personal Computer Support Technician		27.86
14170 - System Support Specialist		30.85
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.31
15020 - Aircrew Training Devices Instructor (Rated)		41.51
15030 - Air Crew Training Devices Instructor (Pilot)		49.75
15050 - Computer Based Training Specialist / Instructor		34.31
15060 - Educational Technologist		26.89
15070 - Flight Instructor (Pilot)		49.75
15080 - Graphic Artist		27.13
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		49.75
15086 - Maintenance Test Pilot, Rotary Wing		49.75
15088 - Non-Maintenance Test/Co-Pilot		49.75
15090 - Technical Instructor		23.71
15095 - Technical Instructor/Course Developer		29.00
15110 - Test Proctor		19.13
15120 - Tutor		19.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		17.99
16030 - Counter Attendant		17.99
16040 - Dry Cleaner		20.55
16070 - Finisher, Flatwork, Machine		17.99
16090 - Presser, Hand		17.99
16110 - Presser, Machine, Drycleaning		17.99
16130 - Presser, Machine, Shirts		17.99
16160 - Presser, Machine, Wearing Apparel, Laundry		17.99
16190 - Sewing Machine Operator		21.41
16220 - Tailor		22.26
16250 - Washer, Machine		18.85
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.80
19040 - Tool And Die Maker		28.33
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.61***
21030 - Material Coordinator		22.52
21040 - Material Expediter		22.52
21050 - Material Handling Laborer		15.40***
21071 - Order Filler		16.50***
21080 - Production Line Worker (Food Processing)		16.61***
21110 - Shipping Packer		19.20
21130 - Shipping/Receiving Clerk		19.20
21140 - Store Worker I		17.83
21150 - Stock Clerk		20.55
21210 - Tools And Parts Attendant		16.61***
21410 - Warehouse Specialist		16.61***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.57
23019 - Aircraft Logs and Records Technician		25.57
23021 - Aircraft Mechanic I		31.11
23022 - Aircraft Mechanic II		32.57
23023 - Aircraft Mechanic III		33.74
23040 - Aircraft Mechanic Helper		22.18
23050 - Aircraft, Painter		29.22
23060 - Aircraft Servicer		25.57
23070 - Aircraft Survival Flight Equipment Technician		29.22
23080 - Aircraft Worker		27.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		27.38

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	31.11
II		
23110	- Appliance Mechanic	23.80
23120	- Bicycle Repairer	19.40
23125	- Cable Splicer	30.22
23130	- Carpenter, Maintenance	21.28
23140	- Carpet Layer	22.31
23160	- Electrician, Maintenance	24.16
23181	- Electronics Technician Maintenance I	29.19
23182	- Electronics Technician Maintenance II	32.67
23183	- Electronics Technician Maintenance III	34.78
23260	- Fabric Worker	20.83
23290	- Fire Alarm System Mechanic	25.34
23310	- Fire Extinguisher Repairer	19.40
23311	- Fuel Distribution System Mechanic	25.34
23312	- Fuel Distribution System Operator	19.40
23370	- General Maintenance Worker	18.22
23380	- Ground Support Equipment Mechanic	31.11
23381	- Ground Support Equipment Servicer	25.57
23382	- Ground Support Equipment Worker	27.38
23391	- Gunsmith I	19.40
23392	- Gunsmith II	22.31
23393	- Gunsmith III	25.34
23410	- Heating, Ventilation And Air-Conditioning Mechanic	23.94
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	25.07
23430	- Heavy Equipment Mechanic	28.73
23440	- Heavy Equipment Operator	23.03
23460	- Instrument Mechanic	25.34
23465	- Laboratory/Shelter Mechanic	23.80
23470	- Laborer	15.40***
23510	- Locksmith	23.80
23530	- Machinery Maintenance Mechanic	27.13
23550	- Machinist, Maintenance	24.13
23580	- Maintenance Trades Helper	17.05***
23591	- Metrology Technician I	25.34
23592	- Metrology Technician II	26.53
23593	- Metrology Technician III	27.48
23640	- Millwright	25.34
23710	- Office Appliance Repairer	23.80
23760	- Painter, Maintenance	21.17
23790	- Pipefitter, Maintenance	23.91
23810	- Plumber, Maintenance	22.45
23820	- Pneudraulic Systems Mechanic	25.34
23850	- Rigger	25.34
23870	- Scale Mechanic	22.31
23890	- Sheet-Metal Worker, Maintenance	24.77
23910	- Small Engine Mechanic	22.31
23931	- Telecommunications Mechanic I	29.39
23932	- Telecommunications Mechanic II	32.80
23950	- Telephone Lineman	22.54
23960	- Welder, Combination, Maintenance	22.62
23965	- Well Driller	25.34
23970	- Woodcraft Worker	25.34
23980	- Woodworker	19.40
24000	- Personal Needs Occupations	
24550	- Case Manager	17.35
24570	- Child Care Attendant	12.70***
24580	- Child Care Center Clerk	15.84***
24610	- Chore Aide	14.34***
24620	- Family Readiness And Support Services Coordinator	17.35
24630	- Homemaker	17.60

25000 - Plant And System Operations Occupations	25.75
25010 - Boiler Tender	24.19
25040 - Sewage Plant Operator	26.02
25070 - Stationary Engineer	18.85
25190 - Ventilation Equipment Tender	24.19
25210 - Water Treatment Plant Operator	
27000 - Protective Service Occupations	21.95
27004 - Alarm Monitor	15.39***
27007 - Baggage Inspector	24.02
27008 - Corrections Officer	24.02
27010 - Court Security Officer	18.32
27030 - Detection Dog Handler	24.02
27040 - Detention Officer	23.93
27070 - Firefighter	15.39***
27101 - Guard I	18.32
27102 - Guard II	26.80
27131 - Police Officer I	29.78
27132 - Police Officer II	
28000 - Recreation Occupations	16.50***
28041 - Carnival Equipment Operator	17.72
28042 - Carnival Equipment Repairer	13.99***
28043 - Carnival Worker	16.96***
28210 - Gate Attendant/Gate Tender	14.73***
28310 - Lifeguard	18.97
28350 - Park Attendant (Aide)	13.85***
28510 - Recreation Aide/Health Facility Attendant	23.50
28515 - Recreation Specialist	15.11***
28630 - Sports Official	20.37
28690 - Swimming Pool Operator	
29000 - Stevedoring/Longshoremen Occupational Services	22.31
29010 - Blocker And Bracer	22.31
29020 - Hatch Tender	22.31
29030 - Line Handler	20.83
29041 - Stevedore I	23.80
29042 - Stevedore II	
30000 - Technical Occupations	45.21
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	31.17
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	34.34
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	19.39
30021 - Archeological Technician I	21.68
30022 - Archeological Technician II	26.87
30023 - Archeological Technician III	26.87
30030 - Cartographic Technician	27.51
30040 - Civil Engineering Technician	29.75
30051 - Cryogenic Technician I	32.86
30052 - Cryogenic Technician II	19.39
30061 - Drafter/CAD Operator I	21.68
30062 - Drafter/CAD Operator II	24.17
30063 - Drafter/CAD Operator III	29.75
30064 - Drafter/CAD Operator IV	16.79***
30081 - Engineering Technician I	19.39
30082 - Engineering Technician II	21.68
30083 - Engineering Technician III	26.87
30084 - Engineering Technician IV	32.86
30085 - Engineering Technician V	39.75
30086 - Engineering Technician VI	26.87
30090 - Environmental Technician	26.87
30095 - Evidence Control Specialist	24.17
30210 - Laboratory Technician	29.75
30221 - Latent Fingerprint Technician I	32.86
30222 - Latent Fingerprint Technician II	26.87
30240 - Mathematical Technician	21.80
30361 - Paralegal/Legal Assistant I	27.03
30362 - Paralegal/Legal Assistant II	33.04
30363 - Paralegal/Legal Assistant III	

30364 - Paralegal/Legal Assistant IV	39.99
30375 - Petroleum Supply Specialist	32.86
30390 - Photo-Optics Technician	26.87
30395 - Radiation Control Technician	32.86
30461 - Technical Writer I	26.87
30462 - Technical Writer II	32.86
30463 - Technical Writer III	39.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	29.75
30502 - Weather Forecaster II	36.19
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.17
30621 - Weather Observer, Senior	(see 2) 26.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	16.67***
31030 - Bus Driver	21.88
31043 - Driver Courier	18.99
31260 - Parking and Lot Attendant	14.38***
31290 - Shuttle Bus Driver	19.51
31310 - Taxi Driver	13.85***
31361 - Truckdriver, Light	20.38
31362 - Truckdriver, Medium	21.88
31363 - Truckdriver, Heavy	22.19
31364 - Truckdriver, Tractor-Trailer	22.19
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	14.28***
99050 - Desk Clerk	14.59***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	22.13
99252 - Laboratory Animal Caretaker II	23.76
99260 - Marketing Analyst	26.94
99310 - Mortician	28.73
99410 - Pest Controller	16.54***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	19.66
99711 - Recycling Specialist	22.95
99730 - Refuse Collector	18.76
99810 - Sales Clerk	15.25***
99820 - School Crossing Guard	16.41***
99830 - Survey Party Chief	33.23
99831 - Surveying Aide	20.68
99832 - Surveying Technician	28.37
99840 - Vending Machine Attendant	22.13
99841 - Vending Machine Repairer	27.32
99842 - Vending Machine Repairer Helper	22.13

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

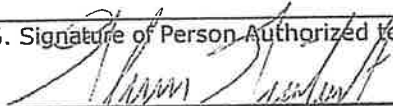
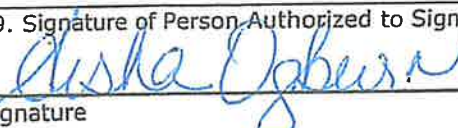
6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

**U.S. Department of Justice  
United States Marshals Service  
Prisoner Operations Division**

**Detention Services  
Intergovernmental Agreement**

1. Agreement Number ODT-1-7-0002	2. Effective Date APR - 1 2015	3. Facility Code(s) 6Q2	4. DUNS Number 15847752
5. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division 2604 Jefferson Davis Highway Alexandria, VA 22301-1025		6. Local Government  San Luis Regional Detention Facility 406 N. Ave. D Yuma, AZ 85349 Tax ID#: 86-0376164	
7. Appropriation Data  15X1020		8. Local Contact Person  Glenn Gimbut	
		9. Telephone: 928-341-8520 Fax: Email: ggminbut@cityofsanluis.org	
Services		Estimated Number of Federal Beds	Per Diem Rate
10. This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.		11.  Male: 616 Female: 300  Total: 916	12.  \$85.00
13a. Optional Guard/Transportation Services to:  <input checked="" type="checkbox"/> Medical Facility <input type="checkbox"/> Other _____  <input checked="" type="checkbox"/> U.S. Courthouse  <input type="checkbox"/> JPATS		14.  Guard/Transportation to and from medical services only hourly rate is \$26.09  Guard/Transportation to and from court is encompassed in the per diem rate.	
13b. <input checked="" type="checkbox"/> Department of Labor Wage Determination			
15. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		16. Signature of Person Authorized to Sign (Local)   Signature  Glenn Gimbut Print Name City Attorney Title  3/17/2015 Date	
17. Federal 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 checked="" type="checkbox"/> ICE  <input checked="" type="checkbox"/> U.S. CUSTOMS BORDER PATROL	19. Signature of Person Authorized to Sign (Federal)   Signature  Aisha Ogburn Print Name Grant Specialist Title  3/24/2015 Date	

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## Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act 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 **San Luis Regional Detention Facility** hereinafter referred to as "Local Government"), who hereby agree as follows:

## Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **San Luis Regional Detention Facility 406 N. Avenue, D. San Luis, Arizona 85349** (hereinafter referred to as "the Facility") designated in #6 page 1.

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 Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

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 and Termination

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 100 calendar days notice of their intent to terminate, where the

*[Handwritten initials]*  
*[Handwritten initials]*

Local Government has received a Cooperative Agreement Program (CAP) Award, the termination provision of the CAP Prevails.

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

The 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 same level and range of care **inside** the Facility 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 medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, 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 outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. 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.

*dd*  
*AW*

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](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

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 diseases 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. Medical records and the USM-553 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 detainees.

### **Affordable Care Act**

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act, The Affordable Care Act website is located at <http://www.hhs.gov/opa/affordable-care-act/>.

### **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 or a USMS designee 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. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. 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 jurisdictional 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 the 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. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

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 have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

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

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

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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.

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

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

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee 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 unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**

If JPATS 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 JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

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 JPATS, 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.

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The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), 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 in block #14 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Special Notifications**

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

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

### **Special Management Inmates and Suicide Prevention**

The Local Government shall have written policy, procedure, and practice require that all special management inmates are personally observed by a correctional officer twice per hour, but no more than 40 minutes apart, on an irregular schedule. Inmates who are violent or mentally disordered or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal inmates are under constant observation.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

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

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

### **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: <http://www.dol.gov/oasam/regs/statutes/351.htm>.

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.

If the Department of Labor Wage Determination block #13b on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

### **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 Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;

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

The firm-fixed per-diem rate for services is stipulated in block #12 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **San Luis Regional Detention Facility** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **thirty-six (36) months**. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After **thirty-six (36) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will 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.

If the County presently has financed, or will seek to finance with tax exempt bonds, the construction and/or renovation of the detention facility under USMS IGA number as shown in Block 1, the County, by signing this Intergovernmental Agreement hereby certifies to the best of its knowledge and belief that the County has complied with, and will continue to comply with, all Federal and State statutes and regulations applicable to such financing with tax-exempt revenue bonds.

Note: This language is being added in the Intergovernmental Agreement by the local government for the stated purpose of applying for tax-exempt bonds. The approval of this Intergovernmental Agreement should not be construed as a determination by the United States Marshals Service that the local government has or has not met all necessary requirements under applicable law and regulations.



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Addresses for the components are:

**United States Marshals Service  
District of Arizona  
Sandra Day O' Connor U.S. Courthouse  
401 W. Washington Street, Suite 270 SPC 64  
Phoenix, AZ 85003-2159  
602-382-8767**

**United States Marshals Service  
Central District of California  
U.S. Courthouse  
312 N. Spring Street, G-23  
Los Angeles, CA 90012-4798  
213-894-2485**

**United States Marshals Service  
Southern District of California  
United States Courthouse Annex  
333 W. Broadway, Suite 100  
San Diego, CA 92101  
619-557-6620**

**Immigration and Customs Enforcement  
2035 N. Central Avenue  
Phoenix, AZ 85004  
602-766-7030**

**U.S. Customs and Border Protection/ U.S. Border Patrol  
Community Corrections Office  
National Finance Center  
P.O. Box 68908  
Indianapolis, IN 46268  
317-298-1200**

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. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

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 at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

### **Hold Harmless**

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.

### **Disputes**

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

### **Inspection of Services**

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Core Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

### **Modifications**

For all modifications except for full or partial terminations, 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.

### **Litigation**

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

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## 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:

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- 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.**

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