287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
WEBER COUNTY SHERIFF'S OFFICE, UT

This Service Agreement (**"agreement"**) is entered into between United States (US) Department of Homeland Security (**"DHS"**), Immigration and Customs Enforcement ("**ICE**"), and **Weber County Sheriff's Office, Ut, ULK2ZB2TG6X7** ("**service provider")** for the purpose of receiving stipends, incentives, and/or reimbursable costs incurred by the service provider in providing resources to operations pursuant to the Task Force Model (TFM) Memorandum of Agreement (TFM MOA) or Jail Enforcement Model (JEM) MOA (JEM MOA). The term "parties" is used in this agreement to refer jointly to ICE and the service provider.

When performing services subject to the TFM MOA or JEM MOA and this agreement, service provider will perform Immigration Enforcement Activities (IEAs) that have been approved by Enforcement and Removal Operations (ERO) in advance of the enforcement actions. TFM service provider will also undertake any case specifically designated by ICE and approved by ERO that was previously in Office of Refugee Resettlement (ORR) custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Service Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information

<u>IN WITNESS WHEREOF</u>, the undersigned, duly authorized officers, have subscribed their names on behalf of the Weber County Sheriff's Office, UT and the DHS, U.S. ICE. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider.

ACCEPTED:	**ACCEPTED:**
U.S. Immigration and Customs Enforcement	**Weber County Sheriff's Office** Ryan Arbon
Contracting Officer (CO)	Sheriff
Signature: _____________________________	Signature: _______________________
Date: ___________________________	Date: _______________________

Definitions

- Law Enforcement Agency (LEA) - Any agency with an active 287(g) TFM MOA or JEM MOA signed by the ICE director or designee.

- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required initial and any mandated subsequent refresher training and is in possession of valid TFM credentials (temporary or permanent).

- Designated Immigration Officer (DIO) - Any officer, in good standing, employed by a LEA with an active JEM MOA who satisfactorily completed the required initial and any mandated subsequent refresher training and is in possession of valid JEM credentials (temporary or permanent).

- Immigration Enforcement Activity (IEA) - any immigration enforcement activity conducted during the course of normal duties, and/or work in concert with local ICE/ERO officers, pursuant to the TFM MOA or JEM MOA.

- Unaccompanied Alien Children (UAC) Case - any case specifically designated by ICE that was previously in ORR custody, subsequently released, and unaccounted for.

- 287(g) service provider Report – a digital document provided by ERO to service providers from time to time, that records Incentive and/or Reimbursement-related data for IEAs under the TFM MOA or JEM MOA and this Service Agreement.

- Stipend – a one-time payment that may be requested by a TFM or JEM service provider when their operational date is established by ICE. Stipend amounts are established, and may be modified from time to time, by ICE and communicated to LEA partners.

- Incentive – a payment that may be awarded quarterly to a TFM service provider, based on funding availability, for continued engagement in purposeful and intentional IEAs. Incentive amounts are established, and may be modified from time to time, by ICE and communicated to LEA partners.

- Reimbursement – TFO salary, overtime, and benefit payments that may be requested by TFM service providers for IEAs, inclusive of UAC Cases.

- Operational Date – the (1) first date upon which a service provider makes a qualifying apprehension under the direction and supervision of ICE pursuant to the TFM MOA, as determined by ICE, or the (2) first date of a service provider's documented encounter with a foreign-born national within their facility that is processed in the designated ICE system pursuant to the JEM MOA, as determined by ICE.

Article 1. Purpose

A. Purpose: The purpose of this Service Agreement is to establish an agreement between ICE and the service provider for specific IEAs as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) program for payment of items listed in this agreement applies to participation and operational enforcement conducted within ICE TFM or JEM.

   a. To qualify for reimbursement under this agreement, the service provider must sign a TFM MOA, sign this Service Agreement, and have an operational date established by ICE/ERO. A service provider will be reimbursed for TFO time spent conducting purposeful and intentional IEAs on or after the service provider's Operational Date. These activities may occur during the course of their normal duties and/or at the direction of ICE.
   b. To qualify for a stipend or incentive under this agreement, the service provider must sign a TFM MOA or JEM MOA, sign this service agreement, have an operational date established by ICE/ERO, and be engaged in purposeful and intentional IEAs.

B. Responsibilities: This agreement sets forth the responsibilities of ICE and the Service Provider.

   a. ICE

      i. ERO shall provide the Service Provider with access to the Federal Law Enforcement Training Center (FLETC) course curriculum required for service provider candidates to become credentialed TFOs or DIOs upon successful completion.

      ii. ERO shall provide TFM service providers with a "287(g) service provider Report" template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), and benefits related to IEAs performed on behalf of ICE.

      iii. An ERO designee shall verify and validate TFM service provider salary, overtime, and benefits data for requested Reimbursements.

      iv. An ERO designee shall verify and validate the TFM service provider's IEA accomplishments for requested quarterly incentives. Quarterly Incentive distributions are determined by the evaluation of continuous engagement in purposeful and intentional IEAs as determined by the ERO 287(g) PMO. Quarterly Incentive disbursements will be made following the conclusion of the quarter.

b. Service Provider

i. In the case where a service provider is receiving incentives/stipends from alternate state/local sources, it is the responsibility of the service provider to resolve any concerns they may have about the appropriateness of receiving duplicate payments for the same IEAs.

ii. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all IEAs addressed in this agreement. The service provider will comply with the TFM MOA or JEM MOA, as applicable, between the service provider and ICE.

iii. The TFM service provider shall provide ERO with salary, overtime, and benefits package data for each TFO for whom Reimbursement is being sought.

iv. The service provider shall attest to the truthfulness and accuracy of any and all salary, overtime, benefits, and operational information provided to ICE in all submitted materials.

v. The service provider shall provide ERO with subjects of interest located through immigration enforcement activities and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other).

vi. The TFM service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and UAC for each credentialed TFO assigned to the apprehension.

vii. On all invoices, the TFM service provider shall identify TFO participants by their ICE designated credential identification number (generated after the successful completion of ICE FLETC training).

C. Rates: All reimbursement rates are specified in the OF347. This is a fixed rate agreement, subject to the availability of funds.

D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the TFM MOA or JEM MOA, as applicable, between the provider and ICE will be the guiding document. Int

Article 2. Participation Verification

A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

B. TFM Reimbursement Process

TFM service providers will only be eligible for Reimbursement for purposeful and intentional work on IEA and UAC cases. TFOs will record all enforcement actions on the approved 287(g) service provider Report, on which they will specify whether the case is IEA or UAC. TFOs will provide the 287(g) service provider report to their LEA POC at the end of their shift.

The TFM service provider will create a process to save and track all TFO 287(g) service provider Reports.

An ERO designee will reconcile the list of TFO IEAs against events recorded in ICE systems of record. Any unmatched records will be reviewed by the ERO designee to identify a cause and resolution. If a case cannot be resolved, then the ERO designee will notify the TFM service provider POC that the case has been rejected. If the TFM service provider POC submits correct information and the case is located, then credit will be granted.

If the TFM service provider has indicated they will participate in locating UACs within their jurisdiction, all work performed must be in accordance with the UAC Safety Verification Initiative Workflow, Incentives Program Info Sheet, UAC Safety Verification Initiative FAQs, and UAC Verification Reporting Form. These four documents are available upon request. The four documents will be incorporated into the agreement once participation is verified.

Disputes of reimbursement participation verification will be handled between ERO and TFM service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any service provider employees who have access to ICE detainees have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each service provider employee performing under this agreement shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

> The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

Each employee performing under this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with Office of Professional Responsibility (OPR) Personnel Security Division (PSD) through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR and ERO287g@ice.dhs.gov shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.

B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement starts on the date that the service provider becomes operational as determined by ERO. Payments under this agreement are not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a Federal lapse of funding the service provider should consult with the CO.

C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

A. ICE will reimburse the TFM service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has and the service provider have approved the modification in writing.

B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event that a dispute cannot be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE Head of Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: All payments by the Government under this contract shall be made by electronic funds transfer (EFT). The Government shall make payment to the service provider using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the service provider shall be responsible for providing the updated information to SAM. If the service provider's EFT information in SAM is incorrect, then the Government need not make payment to the service provider under this agreement until correct EFT information is entered into SAM; and any invoice shall be deemed not to be a proper invoice for the purpose of prompt payment under this agreement.

B. SAM Registration: The service provider shall maintain an active registration in SAM at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.

C. Payment Requests:

a. Initial Stipend (TFM and JEM): service providers shall submit Initial Stipend requests on a 287(g) service provider Report to ERO287g@ice.dhs.gov as soon as practicable after ICE notifies the service provider of having established an Operational Date.

b. Monthly Salary/Overtime/Benefits (TFM): Service providers shall submit pre-invoices on a 287(g) service provider Report for salary, overtime, and benefits to ERORPA-287g-TFM@ice.dhs.gov by the 10th day of the subsequent month after the immigration enforcement action is performed.
c. Quarterly Incentives (TFM): Service providers shall submit quarterly incentive requests on a 287(g) service provider Report to ERO287g@ice.dhs.gov during the last month of that fiscal quarter (e.g., for the quarter April 1 – June 30, the request should be submitted between June 1 and June 30).

D. Consolidated Invoicing:
   a. Initial Stipend (TFM and JEM): Initial Stipend invoices shall be submitted once the contract is signed by an ICE Contracting Officer, and at the instruction of the 287gInvoicing@ice.dhs.gov team.
   b. Monthly Salary/Overtime/Benefits (TFM): Service providers shall submit invoices spreadsheets for salary, overtime, and benefits at the instruction of the ERORPA-287g-TFM@ice.dhs.gov team.
   c. Quarterly Incentives (TFM): Service providers shall submit invoices for Quarterly Incentive payments at the instruction of the 287gInvoicing@ice.dhs.gov team.

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.

B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a service provider employee arising in the performance of this agreement.

C. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

D. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 4.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination – TFM Reimbursement

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages in the locality where the work is being performed and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.

C. The TFM service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the TFM service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example, relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer at ICE-FOIA@ice.dhs.govand inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.

B. The service provider shall notify the ICE Office of Congressional Relations at CongressToICE@ice.dhs.gov when a member of the United States Congress requests information, or the CO and ERO287(g) program office and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All press statements and releases specific to 287(g) and or the detention of aliens detained on behalf of ICE shall be cleared, in advance, with the ICE Office of Public Affairs at ICEMedia@ice.dhs.gov.

C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

A. The service provider shall comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.

1. "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs and/or DIOs, necessary to meet the quality standards set forth in the agreement.