



Attachment 1A: G-391 Data Collection Categories and Descriptions

The below table provides all the data collection categories required by ICE for every ground transportation movement. This data will be collected in the excel-based format provided by the COR upon award and submitted to the COR every month, with every invoice.

Required G-391 Data Collection Categories and Descriptions

This table defines the data collection requirements associated with transportation of aliens by contractor staff for the purpose of completing the monthly G-391 contractor report.

1. Contract Details – This section is filled out by the prime contractor.

- **AOR:** Three letter abbreviation for the Area of Responsibility (e.g., SNA, MIA).
- **Prime Contractor:** Company or Government Agency who was awarded the transportation contract.
- **Contract Number:** The number associated with the awarded contract for transportation services.
- **COR:** The Contracting Officer Representative who is responsible for managing the contract.
- **Time Period:** The beginning and end dates for the time period when trips were collected for this report.
- **Total Monthly Invoice Amount:** The total invoice amount associated with the contract and time period reported.

2. Transportation Activities – This section is filled out by the prime contractor for each movement during the time period.

General

- **Mission Number:** A uniquely identifiable number associated with each transportation movement.
- **Mission Date:** The date that the trip began (MM/DD/YYYY).

Vehicle

- **Vehicle Owner:** Owner of the vehicle used for the mission (e.g. Contractor or the Government).
- **Vehicle Type:** Type of vehicle used to perform the mission (e.g., Sedan, Van, and Bus).
 - Bus - Any vehicle with a passenger seat capacity greater of 25 or greater.
 - Van - Any vehicle with a passenger seat capacity between 6 and 24.
 - SUV / Mini-Van - Any vehicle with a passenger seat capacity between 3 and 5.
 - Sedan - Any vehicle with a passenger seat capacity of 2 or less.
- **Vehicle Number:** Vehicle identification number for the ICE or contractor vehicle used to complete the mission.

Movement

- **Provider:** The name of the company that provided the movement (subcontractor, prime contractor, or ICE if applicable).
- **Movement Type:** See descriptions below:
 - **Air Removal** - Ground transportation of aliens to an airport for final removal via air.
 - **Air Transfer** - Transporting aliens in custody to or from an airport for domestic transfers.
 - **Land Removal** - Ground transportation of aliens to their country of origin for final removal. (e.g., busing or walking aliens into Mexico).
 - **Legal** - Transporting of aliens for legal appointments (i.e. court, lawyer or consulate visits).
 - **Medical** - Transporting detainees to a hospital or clinic for medical reasons.
 - **Ambulatory** - Chasing an ambulance.
 - **Pick Up** - Apprehension of an alien from a non-ICE location. (e.g., pick up from jail / prison).

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- **Release** - Transporting aliens that have been released from custody to a U.S. domestic location (i.e. bus terminal).
- **Transfer** - Transporting detainees in ICE custody from one facility to another.
- **Stationary Duty** - Time spent performing detention related guard duties (e.g. front gate guard duty, facility patrols, interview escorts, detainee in/out processing, and other guard duties including remote post duties such as in-patient medical stays).
- **Other** - Transportation for a reason other than moving aliens (e.g. vehicle maintenance, file transfers).
- **Overtime:** Yes/No if overtime was needed for this trip.
- **Total Overtime Hours:** The number of overtime hours for the trip.
- **Contract Officers:** Number of contract staff participating in the mission's transportation team.
- **ICE Officers:** Number of ICE employees participating in the mission's transportation team.

Total Aliens Moved

- **Males:** Number of adult males transported.
- **Females:** Number of adult females transported.
- **Transgender:** Number of transgender aliens transported.
- **Juvenile:** Number of juvenile aliens transported.
- **Family Unit:** Yes/No if a family unit was transported.

3. Trip Details – This section is filled out by the prime contractor for each movement during the time period.

Start

- **Start Location:** Location where the trip began.
- **Start Odometer:** The odometer reading of the vehicle before the vehicle leaves the start location.
- **Start Departure Time:** The time (HH:MM) when the vehicle left the start location.
- **Start Pick Up:** The number of aliens in the vehicle at the time of departure.

Stop 1 - 10

- **Stop 1-10 Location:** Location where the stop occurred.
- **Stop 1-10 Odometer:** Odometer reading from the vehicle after arriving at the stop location.
- **Stop 1-10 Arrival Time:** The time (HH:MM) when the vehicle arrived at the stop location.
- **Stop 1-10 Departure Time:** The time (HH:MM) when the vehicle left the stop location.
- **Stop 1-10 Pick Up:** The number of aliens that were picked up at the stop location.
- **Stop 1-10 Drop Off:** The number of aliens that were dropped off at the stop location.

End

- **End Location:** Location where the trip ended.
- **End Odometer:** The odometer reading of the vehicle when the vehicle arrives at the end location.
- **End Arrival Time:** The time (HH:MM) when the vehicle arrived at the end location.
- **End Drop Off:** The number of aliens dropped off at the time of arrival at the end location.

4. Comments – Any comments regarding the trip that are relevant to the invoice or trip details.



U.S. Immigration and Customs Enforcement

Structured Cable Plant Standard

Version 5.x

Office of Chief Information Officer
Network Engineering Branch

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ATTACHMENTS

ATTACHMENT A GLOSSARY

ATTACHMENT B SAMPLE LETTER OF CERTIFICATION

ATTACHMENT C SAMPLE CONTRACTOR INFORMATION FORM

ATTACHMENT D SAMPLE IMPLEMENTATION REPORT

ATTACHMENT E SAMPLE DETAILED MATERIALS LIST

ATTACHMENT F SAMPLE CABLE TEST CERTIFICATION LETTER

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ATTACHMENT H SAMPLE FIBER CABLE TEST

ATTACHMENT I SAMPLE WIRING CLOSET DETAIL

ATTACHMENT J SAMPLE AS-BUILT DRAWING AND RACK ELEVATION

1.0 INTRODUCTION

1.1 Purpose

This document has been prepared for the Immigration and Customs Enforcement (ICE) with the specific purpose of setting standards for structured cable plants in support of Local Area Network (LAN) and voice connectivity that will function as follows:

- Accommodate the functional requirements of present and future information services.
- Support a multi-product and multi-vendor environment.
- Facilitate the planning and installation of cabling systems that will support the diverse communication needs of building occupants.
- Ensure uniformity of structured wiring and hardware infrastructure installations in all ICE facilities.

The primary focus of this document is to define the standards for material, infrastructure, design, installation, and certification with respect to structured cabling systems for ICE facilities. This document shall replace, modify, or otherwise supersede previous releases of these standards. For questions or comments regarding this document, contact the ICE Network Engineering Implementation Section Chief.

An electronic version of this document resides in the ICE Intranet Enterprise Library, available on the Office of Chief Information Officer (OCIO) Web site.

1.2 Background

Immigration and Customs Enforcement (ICE) is a component of the U.S. Department of Homeland Security (DHS). ICE brings a unified and coordinated focus to the enforcement of federal immigration laws, customs laws, and air security laws. ICE brings to bear all of the considerable resources and authorities invested in it to fulfill its primary mission: to detect vulnerabilities and prevent violations that threaten national security.

Because of increasing demands on Service resources, ICE personnel must be able to share information rapidly and efficiently in order to succeed in fulfilling the Service mission.

In addition to this document, which establishes the cabling standards for ICE, other documents are being developed that provide additional related information such as:

- ICE LAN standards.
- ICE Wide Area Network (WAN) standards.
- Voice Communications standards.

1.3 Scope

1.3.1 System

Typical structured cabling systems include the following elements:

- Horizontal cable.

- Horizontal cross-connects.
- Transition point (optional).
- Main cross-connect (MC).
- Intermediate cross-connect.
- Backbone cabling, intra and inter.
- Workstation locations or information management outlets (IMO).
- Remote wiring closet (RWC).
- Main distribution frame (MDF).
- Entrance facility (EF).
- Grounding
- Administration

1.3.2 Documentation

This document is intended to address the following specifications and installation practices related to structured cable plant installation:

- Recognized media.
- Closet requirements, environmental and design.
- Distribution cabling.
- Cabling specifications and limits.
- Installation practices.
- Performance testing.
- Supporting documentation.

2.0 NETWORK CABLE PLANT OBJECTIVES

The objective of this network approach is to provide ICE with a standardized, cost-effective cable plant infrastructure that will accommodate present and future voice, video, and data requirements. Workstation cabling infrastructure shall support bandwidth demands from 10 Megabits per second (Mbps) to Gigabit speeds. Backbone cable infrastructure shall support bandwidth demands from Gigabit speeds and beyond. The installation of the cable plant infrastructure shall comply with local codes, as well as, industry and Federal standards.

3.0 STRUCTURED CABLE PLANT DESIGN

The network cable plant shall utilize the following cable distribution methods to support connectivity throughout the building:

- Horizontal workstation cabling, which will connect the user workstation, or information management outlet (IMO) to the nearest Remote Wiring Closet (RWC).

- Where appropriate, Intra and Inter-building copper backbone cable, which provides connectivity between wiring centers and the MDF.
- Work zone distribution cabling for open office space.
- Fiber optic intra and inter-building backbone cable, which also provides connectivity between wiring centers and the MDF.

3.1 Structured Cable Plant Approach

This section will describe the approach to structured cabling, identify and describe the various cable types, and provide detailed cable specifications for cable plant installation. These are minimum specifications for new cable plant installations or major renovations. These specifications follow the American National Standards Institute (ANSI)/Telecommunications Industries Association (TIA)/Electronic Industries Association (EIA) recommendations, and in addition, provide specific guidelines unique to ICE. Detailed cable plant material specifications and overall minimum characteristics are provided in Section 4.

3.2 Horizontal Workstation Cabling

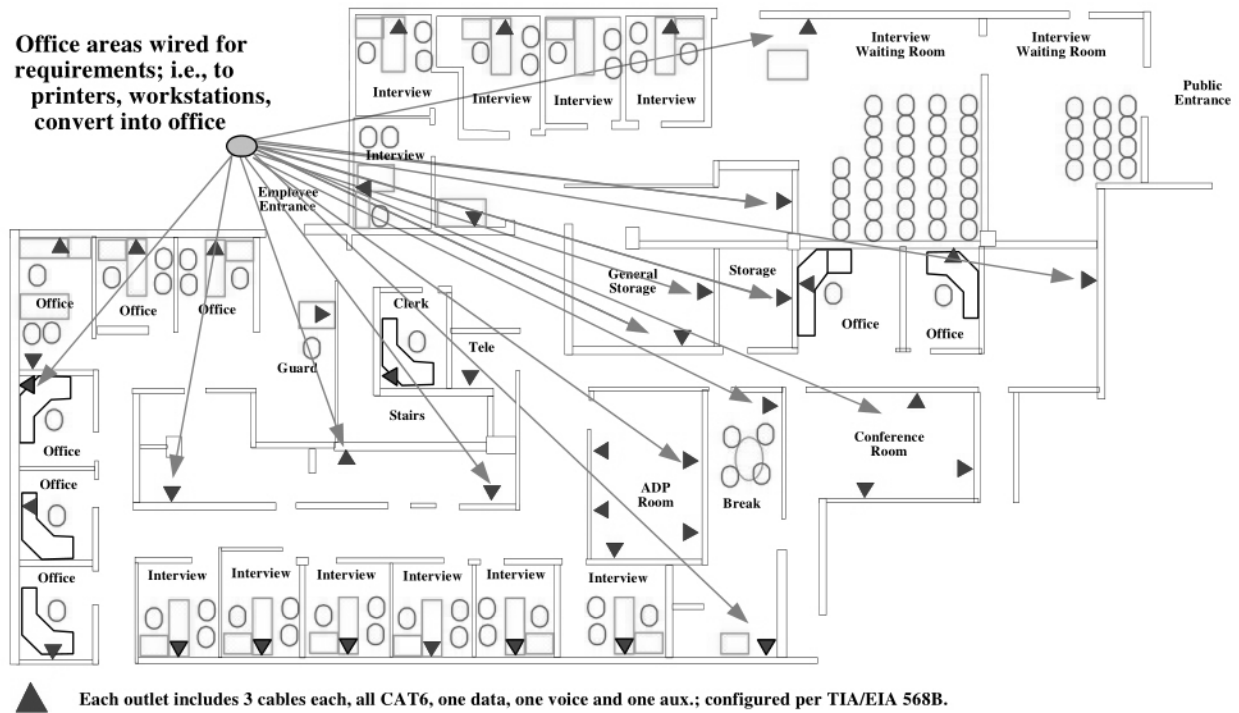
All end-user workstation locations, whether occupied or vacant, shall be cabled to the nearest wiring center. Also, storage rooms, conference rooms and similar space not designated as offices shall be cabled to allow for office expansion, as shown in Exhibit 1.

In general, each RWC equipment rack shall be capable of supporting a maximum of 288 data cables. A second rack is required to support up to 288 voice cables, providing a consolidated voice and data closet. The combined racks provide ample space for a total combined 144 workstation locations (voice and data). In smaller installations, typically less than 72 workstation locations, a single equipment rack will suffice for both voice and data termination.

To comply with ANSI/TIA/EIA-568-B.1 specification distance limits, the cable run from any user workstation location to the nearest wiring center shall not exceed 100 meters (328 feet). The actual length of a cable run is defined as the total combined length of the station cord, workstation cable, and patch-panel cable. When planning or designing office space the communications closets should be located within 90 meters (295feet) of any workstation outlet. This design approach allows the addition of patch cables and workstation cords to connect devices, without exceeding the ANSI/TIA/EIA-568-B.1 specification distance limits.

In a building not exceeding two stories, horizontal workstation cabling may be installed to a single point, such as a computer room, wiring center, or the MDF. This scenario may be used in place of a creating a RWC, thus eliminating any need for backbone cabling systems. This installation method should be utilized when cost is a constraint and the length of the cable run does not exceed the specified distance limits.

Exhibit 1: Typical Office Cable Planning



All drop locations will be configured with three Category 6, plenum rated cables identified as “A”, “B” and “C”. All cables shall be terminated in the LAN closets on Category 6 compliant Patch Panels. This configuration allows each cable, “A”, “B” or “C”, to be used for either a voice or data device offering maximum flexibility in deploying devices throughout the facility.

Each workstation cable that is routed through a suspended ceiling area shall be secured in a manner that will keep all cable plant off of any suspended ceiling tiles, sprinkler systems, ceiling suspension hangers, and adhere to local and Federal building codes. Cable plant installed in plenum environments should provide enough slack to facilitate minor construction modifications, or cable re-locations, without the need to install new cable altogether. This installation approach normally requires approximately 20 feet of cable slack, secured in an appropriate manner, to ensure cable is minimized from radio frequency interference (RFI) and electro-magnetic interference (EMI) sources. However, installed cable shall at no time exceed the overall specifications for total lobe length of 100 meters in accordance with the ANSI/TIA/EIA standards. If required, an independent suspension system shall be installed for the cable plant, to keep the cables off of and away from the existing ceiling grid and fixtures.

All end-user workstation locations, whether occupied or vacant, shall be cabled to the nearest wiring closet. Every office should have a minimum of two drops installed. Every cubical should

have a minimum of one drop installed. Storage rooms, conference rooms and similar space not designated as offices should be cabled to allow for office expansion.

When routed above a suspended ceiling, horizontal cables should be routed down the inside of walls wherever possible to ensure no exposed cable is visible. If walls cannot be fished, surface mounted (external) raceway may be used to route the cable from the ceiling to the information outlet and installed in a surface-mounted outlet box. All attempts should be made to ensure no horizontal cable is exposed within the building area, providing a neat, professional installation. Horizontal cables shall never be exposed to outdoor elements without being protected in proper conduit/raceway systems and have proper lightning and bonding protection installed.

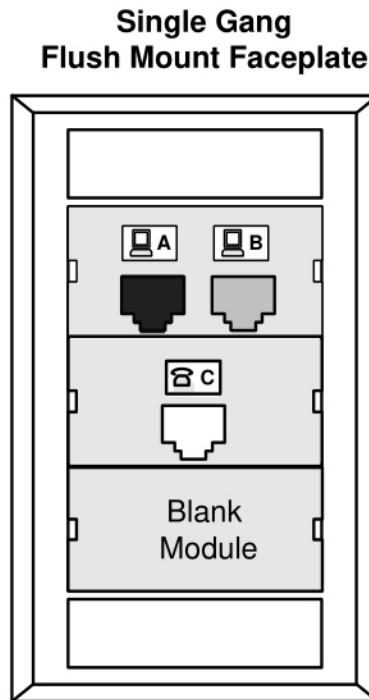
Optical fiber cable can also be used for horizontal workstation connectivity when the following conditions exist:

- Distance requirements exceed the 100 meter cable-length specification.
- Known high bandwidth/security requirements that exceed copper cable limitations and business case supports the installation.
- Space inside or outside of the walls to support the minimum fiber cable bend radius.
- Severe EMI or RFI in the copper cable plant.
- Adequate funding.
- Proposed fiber optic to the desktop is approved by the DSB.

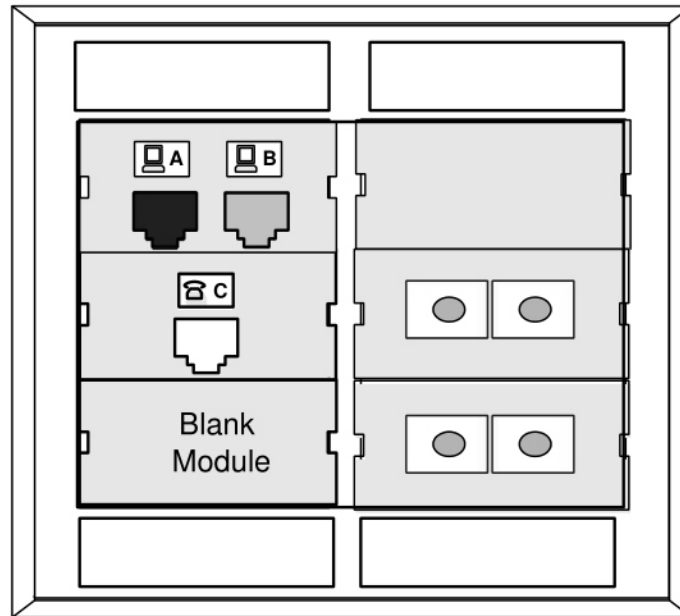
If optical fiber cables are used for workstation connectivity, each workstation location shall be cabled with a 4-strand, 62.5/125 micrometer (μm), graded index, multimode optical fiber cable with proper coating to meet local fire and building codes, whereas plenum is recommended. The cable shall be labeled as described in Section 12 of this document.

3.3 Workstation Outlets

Each workstation area shall use a standard faceplate that can support a minimum of three dual-connection interfaces. Regardless of the installation contractor, all voice and data cable shall utilize a single Information Outlet. Unless otherwise specified, the “A” jack shall be Blue, The “B” jack shall be Gray and the “C” jack shall be Ivory or White. Information outlets must be capable of future growth without the need to replace the entire Information Outlet. Information outlets can be either single gang or dual gang standard size; sizing will be determined by number of cables being installed.

Exhibit 2: Workstation Faceplate, Single Gang

Where fiber-optic cable is installed to the desktop, the corresponding IMO faceplate shall provide space to install at least three RJ-45 jacks and at least two optical fiber connectors (see Exhibit 3).

Exhibit 3: Workstation Faceplate with Optical Fiber Cables**Double Gang Flush Mount Faceplate
Fiber Optic SC connectors**

3.4 Backbone Cabling

Intra and Inter-backbone cabling may consist of either or both copper and optical fiber cables and are required where there exists more than one wire center. The intra and inter-backbone shall be installed to provide structured connectivity between closets (see Exhibit 4). The installation provides a star-topology cable infrastructure that is capable of supporting high-speed and high bandwidth requirements between key resources in an enterprise building or campus environment.

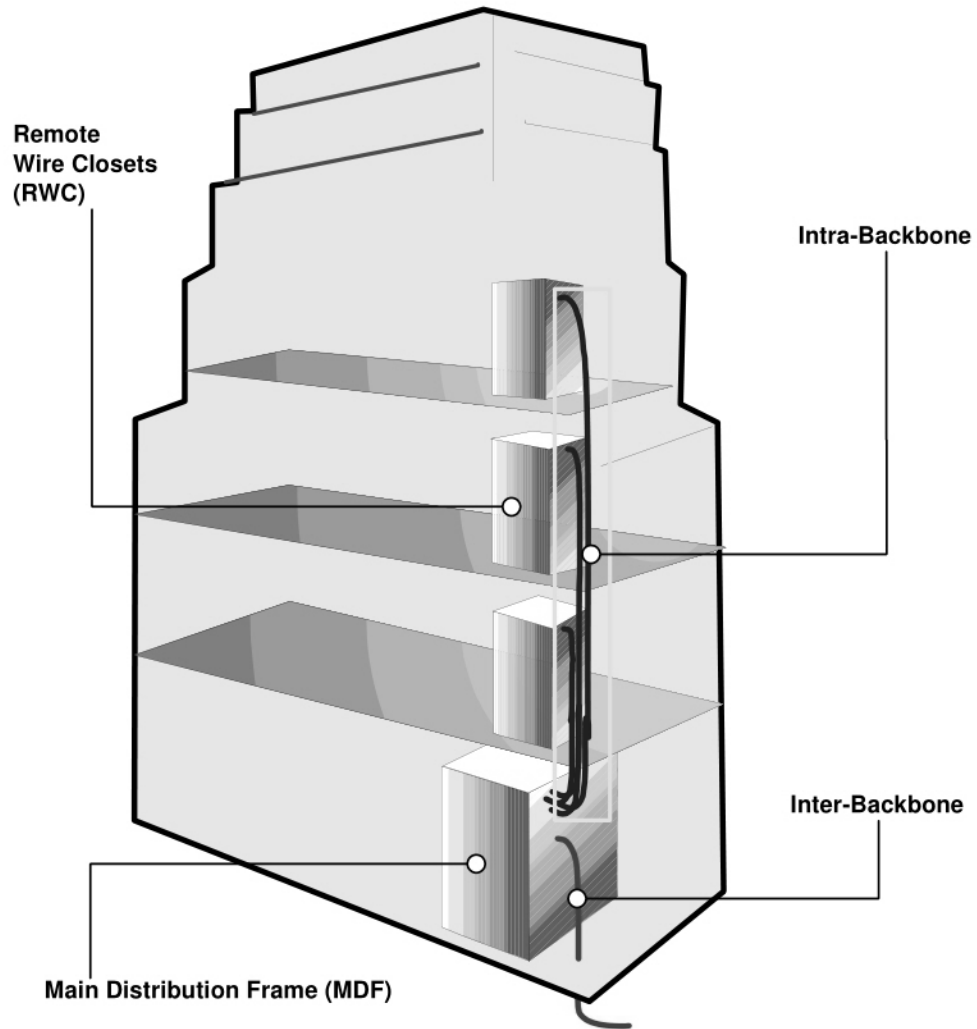
A multimode, singlemode, or combination of fiber-optic backbone structure provides the means of interconnecting all wiring closets to the MDF in a multi-segmented environment. Optical fiber not only provides extensive bandwidth capabilities to the LAN and voice, but it also provides a solution to the distance-related problems encountered with copper cables in large installations and campus environments.

Copper backbone cabling is required to support voice services, however, the specifications and designs are determined on a site-by-site basis. This is due to the variety, funding, capacity and availability of voice services and designs. Copper backbone may also be installed to support networking services, where distance limitations do not exceed the ANSI/TIA/EIA-568-B.1 specifications. Copper backbone cabling provides a redundant connectivity option in the event of a catastrophic fiber failure, and shall be installed where voice and data closets are physically separated.

Each remote wiring closet shall be connected to the MDF with a multi-strand, optical fiber backbone cable that runs directly from the wiring center to the MDF. All strands will be terminated with SC style connectors in accordance with the ANSI/TIA/EIA standards in rack-mounted patch panels. A minimum twelve-strand fiber shall be installed in any facility providing connectivity between communications closets. It is estimated that 12 strands of multimode fiber will meet most of the intra and inter backbone connectivity needs currently deployed and planned for ICE facilities. Considering the myriad of site functions, building designs, physical layout, application requirements and future technologies, backbone design is a critical element in the planning stages. To ensure facilities are properly engineered with respect to backbone fiber types and counts, the Network Engineering Branch will provide engineering design in concert with local IT Field Office (ITFO) support personnel and facilities architects. This ensures both short-term and long-term requirements are met in a cost-effective manner.

The optical fiber Intra and Inter-backbone cabling shall have one port per strand for cross-connection, and will conform to the specifications in Sections 4 and 6 of this document.

Exhibit 4: Backbone Fiber Distribution



4.0 SPECIFICATIONS

This section provides detailed component characteristics and specifications with respect to the materials used to install the structured cable plant.

4.1 Horizontal Cables

All cable, equipment, and materials shall meet applicable ANSI/TIA/EIA-568-B, National Electrical Code (NEC) 770, Institute of Electrical and Electronics Engineers (IEEE) 802 and Underwriters Laboratory (UL) Verification Program standards. All cable equipment and materials must be manufactured by facilities that are International Organization for Standardization (ISO) 9001 registered and certified.

- Shall be Category 6 rating in accordance with ANSI/TIA/EIA-568-B.2
- Four-pair, 100-Ohm, 24 American Wire Gage (AWG).
- The cable should have contiguous, 2-foot segment-length markers printed on the cable jacket. The markings must also show the applicable performance Category 6, as well as the fire rating of the cable being installed.
- The finished cable shall be 100% plenum rated in accordance with the requirements of NEC Article 800, UL 444, NFPA 262, (UL 910), and applicable Canadian Standards Association (CSA) standards.

Note: Category 6 cables types must meet or exceed specifications listed in Exhibit 5.

Exhibit 5: Category 6 Cable Specifications

Specification	Category 6
Frequency Range	1-250 MHz
Attenuation (maximum)	35.8 dB
NEXT (minimum)	33.1 dB
PSNEXT (minimum)	30.2 dB
ACR (minimum)	-2.7 dB
PSACR (minimum)	-5.7 dB
ELFEXT (minimum)	15.3 dB
PSELFEXT (minimum)	12.34 dB
Return Loss (minimum)	8dB
Propagation Delay (maximum)	548 nanoseconds (ns)
Delay Skew (maximum)	50 ns

4.2 Information Management Outlets

- Provide ANSI/TIA/EIA symbol icons for application identification (LAN, Voice, etc).

- Provide individual label window for cable identification.
- Provides a high-density design.
- Offers solutions for secure environments.
- Must match make and model in existing facilities.
- Meets or exceeds ANSI/TIA/EIA Category 6 specifications.
- Mounts to standard electrical 2 inch and 4 inch boxes.
- Allows all modules (jacks) to be loaded and accessed from the front. No need to remove faceplate.
- Meets all Federal Communications Commission (FCC) Part 68 specifications.
- Provides standard 110D type insertion displacement connector (IDC) Printed Circuit Board (PCB) mounted connector.
- Is offered in a multitude of colors.
- Provides interchangeability between modules.
- Offers non-keyed RJ-45 style connectors.
- Offers 568SC modular fiber connectors.
- Is available in the ANSI/TIA/EIA-T568B wiring configuration.

4.3 Backbone Cabling

Backbone cabling shall be a minimum of 12-strand multimode fiber optic. In limited instances, singlemode fiber-optic cable may be used for distances that exceed 500 meters, in accordance with the Institute of Electrical and Electronics Engineers (IEEE) and the Gigabit Ethernet Alliance organizations. The IEEE 802.3z and IEEE 802.3ab published standards apply to gigabit Ethernet and overall specifications.

All fiber cable shall be of interlocking armor construction eliminating the need for conduit or plenum rated inner duct.

Fiber cable shall be colored orange to denote multimode fiber, yellow to denote singlemode.

Plenum rated fiber cable is required by the USICE for backbone cables routed within buildings.

Outside plant fiber cable shall have a water block construction and meet the requirements for compound flow and water penetration.

Category 6 copper backbone cabling shall meet the same specifications as stated in Section 4.1 (Horizontal Cabling), in addition to the multi-pair construction in increments of 25, 50 and 100 pair complements. Voice copper backbone cabling is not specified in this standards document and shall be determined on a case-by-case basis. Voice copper backbone cables are not subject to the same 100 meter distance limitations as specified for networking backbone cabling which is the Category 6 cable plant.

4.3.1 Intra-Building Fiber Optics

Specifications for fiber backbone cabling that will interconnect closets within a single building or high-rise environment are defined in this section.

4.3.1.1 Multimode Fiber Optics

4.3.1.1.1 62.5/125- μ m optical fiber plenum (OFNP) or optical fiber riser (OFNR).

- Maximum Attenuation: 3.5/1.0 dB km at 850/1300 nm.
- Minimum Bandwidth: 200/500 MHz km at 850/1300 nm.
- Tight buffered.
- Plenum or riser rated.

4.3.1.1.2 50/125- μ m optical fiber plenum (OFNP) or optical fiber riser (OFNR).

- Maximum Attenuation: 3.5/1.0 dB km at 850/1300 nm.
- Minimum Bandwidth: 200/500 MHz km at 850/1300 nm.
- Tight buffered.
- Plenum or riser rated.

4.3.1.2 Singlemode Fiber Optics

4.3.1.2.1 8 μ m to 10 μ m OFNP or OFNR.

- Maximum Attenuation: 1.0/0.5 dB km at 1310/1550 nm.
- Tight buffered.
- Plenum or riser rated.

4.3.2 Inter-Building Fiber Optics

Specifications for fiber backbone cabling that will interconnect building within a campus environment are defined in this section.

4.3.2.1 Multimode Fiber Optics

4.3.2.1.1 62.5/125- μ m OFN, OFNP, or OFNR.

- Maximum Attenuation: 3.5/1.0 dB km at 850/1300 nm.
- Minimum Bandwidth: 200/500 MHz km at 850/1300 nm.
- Loose Tube.
- Gel-filler or water blocking equivalent.

4.3.2.1.2 50/125- μ m OFN, OFNP, or OFNR.

- Maximum Attenuation: 3.5/1.0 dB km at 850/1300 nm.

- Minimum Bandwidth: 200/500 MHz km at 850/1300 nm.
- Loose Tube.
- Gel-filler or water blocking equivalent.

4.3.2.2 Singlemode Fiber Optics

4.3.2.2.1 8 µm to 10 µm OFN, OFNP, or OFNR.

- Maximum Attenuation: 1.0/0.5 dB km at 1310/1550 nm.
- Loose Tube.
- Gel-filler or water blocking equivalent.

4.4 Patch Cables (Workstation and Patch Panel)

- Shall conform to the ANSI/TIA/EIA Category 6 specifications.
- 4-pair, UTP stranded cable.
- RJ-45 connectors on both ends.
- The patch cables shall be wired in accordance with the ANSI/TIA/EIA-568-B.2 and ANSI/TIA/EIA-568-B.3 specifications.
- Certified by the manufacturer as compliant with the ANSI/TIA/EIA Category 6 criteria.
- Cables shall be available in a wide variety of colors and lengths.

4.5 Patch Panels

- Shall conform to the ANSI/TIA/EIA Category 6 specifications.
- The patch panel wiring shall be in compliance with the ANSI/TIA/EIA T568B wiring configuration.
- Provide back wire management hardware.
- Provide modular design to facilitate field repairs.
- Provides standard 110D type IDC PCB mounted connector.
- Available in low and high-density configurations.
- Meet the standard EIA-310 rack spacing specifications.
- Provide RJ-45 interface.
- Meets all FCC Part 68 specifications.
- Available in 12, 24, and 48 port capacities.
- Match make and model within existing facilities, where possible.

4.6 Equipment Racks

- Shall conform to the ANSI/TIA/EIA standards.

- Conform to the standard EIA-310 mounting specification.
- Provide pre-tapped 10-32 threading.
- Provide a flexible modular concept.
- Provide vertical wire management.
- Provide floor-mounting hardware except for swing gate style hardware.
- Match make and model within existing facilities, where possible.

4.7 Cabinets and Swing Gates

- Shall conform to the ANSI/TIA/EIA standards.
- Conform to the standard EIA-310 mounting specification.
- Provide pre-tapped 10-32 threading.
- Provide a flexible modular concept.
- Provide vertical wire management.
- Provide floor-mounting hardware except for swing gate style hardware.
- Match make and model within existing facilities, where possible.
- Available in depths of 24 inches or more.
- Available in heights of 48 inches or more.
- Allow fan assembly installation.
- Lockable and offer matching key/lock design where multiple cabinets are installed.
- Are of a welded, uni-body construction.
- For areas located within seismic activity, meet Zone 4 earthquake vibration test conditions in accordance with National Electrical Bell Standards (NEBS) document TR-NWT-000063, Issue 4, 1992

5.0 COPPER CABLE INSTALLATION SPECIFICATIONS

This section details the specifications that are to be used when installing all copper cabling. All work shall be ANSI/TIA/EIA-568-B, ANSI/TIA/EIA-569-A, ANSI/TIA/EIA-606-A, NEC 770 and IEEE 802 standard specification quality (as applicable).

5.1 Horizontal Cables

Unless otherwise specified, horizontal cable shall be provided color coding the different jack designations. The “A” cables shall be Blue. The “B” cables shall be Gray. The “C” cables shall be white.

These are cables installed from a typical workstation location back to a central point within a building or facility. These cables connect the Information Outlet (IMO), back to a central point, the closet. The closet may be the MDF or an RWC. These cables shall be installed in

compliance with ANSI/TIA/EIA, building and industry practices. Cables should never be exposed nor create any safety hazards for the public.

All copper cables shall be positioned at a minimum distance of 4 inches from any EMI device (such as a light ballast, electrical motor, or power line). If contact is unavoidable (as in modular furniture), the copper cables shall not run more than 5 feet in parallel with the interference-generating medium. If traversing is necessary, all copper cables shall cross power lines and electrical conduits at a 90-degree angle to minimize interference.

Copper cables installed in a suspended ceiling environment shall at all times be self-suspended in the plenum air space by the use of a separate suspension system or installation in the building construction frame at the top of the permanent ceiling, if it exists. At no time shall cables be secured to the suspended ceiling grid, water pipes, or electrical conduits.

All cables should be installed as far above the suspended ceiling as possible, and should be bundled together with tie-wraps at intervals no less than 6 feet unless a dedicated cable tray system is available to support the cable. The tie-wraps should not be installed so tight as to "dent" or compress the cable jacket because this could create excessive crosstalk in the cables, causing failure during the testing of the cable to meet Category 6 specifications.

5.2 Patch Cables (Workstation)

The workstation patch cable connects the end user devices (personal computer, terminals, etc.) to the IMO. For most installations, these patch cables will be provided and left on-site for the deployment team or local ADP to install when setting up workstations and are not included in the overall cable plant certification. The workstation patch cable may be any length as long as the combined length of the workstation patch cable, the horizontal workstation cabling, and the patch-panel cable does not exceed 100 meters (328 feet). These cables are normally pre-constructed, certified and ordered in standard one-foot incremental lengths. If the installation vendor chooses, custom-length, certified station cables can be used.

5.3 Patch Cables (Rack)

The patch-panel cable connects the horizontal cable port to the voice and data electronics within a central wire center or closet, typically a RWC or MDF. These cables are identical to the workstation cables and are pre-constructed and certified by the manufacturer. It is the cable installer's responsibility for patching all active cable locations into active ports, unless otherwise directed by the ICE manager or designated representative. These cables are pre-certified by the manufacturer; therefore, it is unnecessary to include them in the cable plant certification. Wire management and organization is important to facilitate troubleshooting, repair, and documentation and, as such, there are key elements to ensure patch cords are properly installed. The following requirements shall be followed for patching workstation ports to electronics:

- The patch-panel cable may be any length, provided that the combined length of the workstation patch cable, the horizontal workstation cabling, and the patch-panel cable does not exceed 100 meters (328 feet).
- If the installation vendor chooses, custom-length, certified station cables can be used.
- Patch cables must be labeled and matching on both ends, in a standard one-up numeric convention. An example would be a closet that has 100 active workstations, thus 100 patch

cables are installed, one for each active node, starting with cable identification (ID) number one and ending with ID number 100. Any support personnel would be able to view the station patch panel and electronics equipment to determine which specific port a particular station is connected.

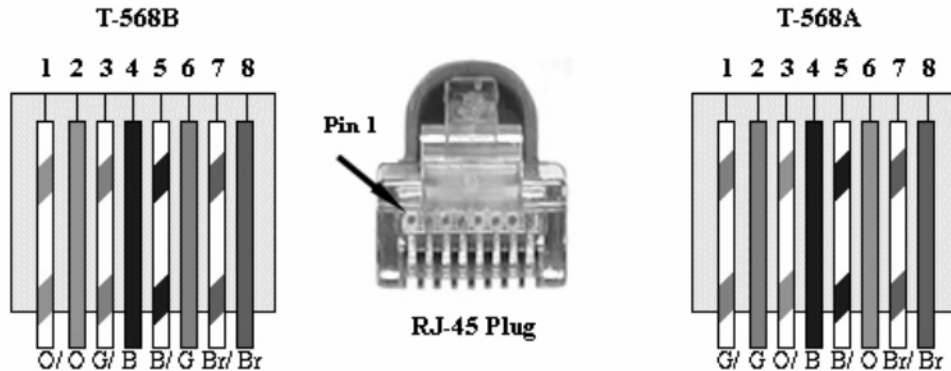
- Patch cable numbering shall be affixed to both ends of each patch cord approximately one inch from the terminator or mod plug.
- Label IDs must be legible and produced with indelible ink. The preferred method is a printed label. Installers must avoid the use of materials that will distract from the appearance of the installation, or any temporary marking.
- Ensure patch cables are installed in a manner that does not require support personnel to “tug” or “trace” cables in order to determine the active port.
- Cables must be dressed utilizing available horizontal and vertical wire management.
- Patch cables should provide a neat and organized appearance, eliminating large bundles of cables in single locations, preventing tangles and using incorrect or oversized cables that produce excess slack.
- Cables shall never exceed the minimum bend radius or have kinks or nicks in accordance with the ANSI/TIA/EIA specifications.
- Cables should utilize left and right vertical wire management to reduce cable patch congestion produce and even cable distribution within a given cabinet.
- Patch cables shall never create a trip hazard or other risk to equipment, services or personnel.

5.4 Copper Cable Termination

This section applies to both the workstation and closet cable termination practices. All copper cable terminations shall conform to ANSI/TIA/EIA-568-B standards. The key areas and specifications are highlighted below:

- Pair twists shall be maintained as close as possible to the point of termination. Untwisting shall not exceed 13mm (0.5 in.) for Category 6 links.
- Strip back only as much jacket as is required to terminate individual pairs.
- All connecting hardware shall be installed to provide well-organized cable management in accordance with manufacturer’s guidelines.
- All four pairs must be terminated.
- Pin/Pair assignments shall follow the T-568B configuration (see Exhibit 6).

Exhibit 6: T-568B and T-568A Pair/Pin Assignments



6.0 INSTALLATION OF OPTICAL FIBER CABLES AND CONNECTORS

This section provides the specifications to be used when installing all optical fiber cabling.

6.1 Fiber Horizontal Workstation Cable

The fiber horizontal workstation cable connects the workstation to the wiring center. This cable shall be four-strand, multimode, 62.5/125 μm or 50/125 μm , optical fiber cable with graded index 250 or 900 μm buffer. Contiguous, 2-foot, segment-length markers shall be printed on the cable jacket.

The bend radius of any optical fiber cable installed shall be at least eight times the outside diameter of the cable. For example, a six-strand optical cable with an outside diameter of .30 inches and shall have a minimum bend radius of 2.40 inches.

Pulling tension for optical fiber cables must adhere to and not exceed manufacturer specifications.

6.2 Backbone Fiber Cable

The optical fiber home-run backbone cable shall connect each remote wiring closet to the MDF. This cable shall be 12-, or 24-, or more strand, multimode, 62.5/125 μm or 50/125 μm , optical fiber cable with graded index, 250 or 900 μm buffer, and contiguous, 2-feet, segment-length markers printed on the cable jacket. Optical fiber cables shall be of interlocking armor construction eliminating the need for conduit or plenum rated inner duct.

Fiber-optic cable shall not share conduits with copper medium unless separation between copper and fiber is maintained. For large campus or complex backbone fiber installations where multiple conduits or pathways exist, fiber-optic cable shall be separated from the copper cable installation, wherein fiber-optic cable is dedicated to one conduit, copper to another. In retrofit or existing buildings, where pathways are insufficient to maintain separation between copper and fiber, ICE OCIO NEB shall review and approve the design prior to installation.

6.3 Optical Fiber Cable Jacket

All overhead or above-ceiling installations shall use optical fiber cable with a plenum-graded jacket that is marked with a UL rating of “OFNP” or equivalent. All non-air-return (non-plenum) installations can use optical fiber cable with either a plenum or non-plenum jacket (such as PVC) that is marked with a UL rating of “OFNR” or equivalent.

6.4 Optical Fiber Connector

The optical fiber connector for workstation or backbone connections shall follow the ANSI/TIA/EIA standards for installation.

New buildings shall use SC type connectors for workstation and/or backbone installation.

In retrofit buildings, fiber connectors should match the existing installed connectors.

6.5 Optical Fiber Cable Termination

All optical fiber cables shall be light tested prior to installation. This is typically done while the cable is still on spools or reels and only ensures all strands pass light prior to pulling cable into conduits and pathways.

The minimum termination shall be four strands for a horizontal cable. When installing fiber-optic backbone cabling, all strands will be terminated with the appropriate connectors and capped with a dust boot. All strands shall be terminated and tested.

All optical fiber cables shall have a twenty foot storage coil (wrapped in an appropriately sized loop for the minimum bend radius of the cable) positioned at each end, where possible before being terminated with connectors. All intermediate slack in the optical fiber cable shall be loosely coiled and suspended to avoid hard bends or kinks.

7.0 FACEPLATE CONFIGURATION

Workstations that are not connected to an optical fiber cable typically utilize a single-gang faceplate that can support up to six connection ports (see Exhibit 2). Blank inserts shall be installed in all remaining positions.

Workstations that are connected to optical fiber cables shall have a double-gang faceplate and junction box installed that can support up to 12 connection ports (see Exhibit 3).

8.0 PATCH PANELS

Patch panels, both fiber and copper are the approved methods of providing connectivity between horizontal cables, Intra and Inter-backbone copper, fiber backbone, and common network service devices, such as switches, PBX, routers, and other electronics.

Patch panel installation must adhere to manufacturer specifications and installed utilizing all wire management hardware, both front and back. Panels shall be installed to best utilize both vertical and horizontal wire managers, and should be separated by horizontal wire managers. There should be a minimum of one horizontal wire manager for each horizontal patch panel. Panels must be clearly marked as to the outlet designation. Labels must be of permanent indelible typed materials.

8.1 Copper Patch Panels

Each panel will be installed to provide the maximum use of rack space. Each panel will be mounted in an equipment rack that shall conform to the EIA-310 mounting-hole spacing standard.

Separate patch panels will segregate “A”, “B” and “C” cables. The upper patch panel will be used for “A”, the middle patch panel will be used for “B” and the lower patch panel will be used for “C”. In addition, and depending on the number of total cables, all cables may also share a single standard 7-foot equipment rack, swing gate or cabinet enclosure. Exhibits 7, 8, and 9 shall be used as a model for all new installations, and should be followed as close as possible for major retrofits and renovations with respect to existing cable plant configurations. Deviations to these layout exhibits shall be reviewed and approved by the NEB.

8.2 Fiber Optic Patch Panels

Optical fiber cable patch panels for workstation connections (also called fiber cabinets) shall provide 568SC couplers. Optical fiber cable patch panels for backbone cabling (also called fiber cabinets) shall provide 568SC couplers. The color scheme and the port numbering scheme on the patch panel shall be consistent in any given installation to reduce confusion and to prevent mistakes in making cross-connections. Fiber patch panels shall be installed in standard increments of six-position; 568SC loads or interconnect couplers, as required in each wiring closet and MDF.

9.0 EQUIPMENT RACK

There are a multitude of equipment racks and cabinets that are acceptable for use in ICE installations. Wherever possible, separate secure communication closets are recommended and are the preferred method for voice and data installation. In these dedicated communications closets, open racks, cabinets and swing gates may be used to meet the needs of the installation.

When open racks or swing gates are used, they shall be located within the wiring closets, and they shall provide structural support for the patch panels and required electronics. The open rack will be a standard 19 inches wide by 7 feet tall when used in a floor mount configuration. When space considerations mandate, it is acceptable to use an open, wall-mounted equipment rack (swing gate). If a wall mount configuration is used, the rack must be hinged, and space must be provided so that the rack can swing fully open and provide full access to the back of the rack.

All floor or wall-mounted equipment racks, cabinets and swing gates installed in earthquake-prone geographic areas shall be installed in compliance with specific seismic guidelines, regulations and codes. Special attention must be taken to ensure the proper installation techniques are followed to minimize risk to electronics and cable plant, and most importantly prevent the mounting hardware from toppling over during seismic activity.

Equipment shall be mounted on the rack via holes in the frame or by using mounting hardware that conforms to the EIA-310 mounting-hole spacing standard. As an alternative for non-rack devices, equipment may be placed on flat shelves that are attached to the rack. All racks shall be secured either to the floor or wall with bolts or other fasteners that are rated to withstand the recommended weight limits and shear loads for the rack. Each rack shall include all mounting and assembly hardware (such as nuts and bolts) for full configuration use. When multiple racks

and/or cabinets are used and they are butted together in the closet, they shall be bolted together for additional stability.

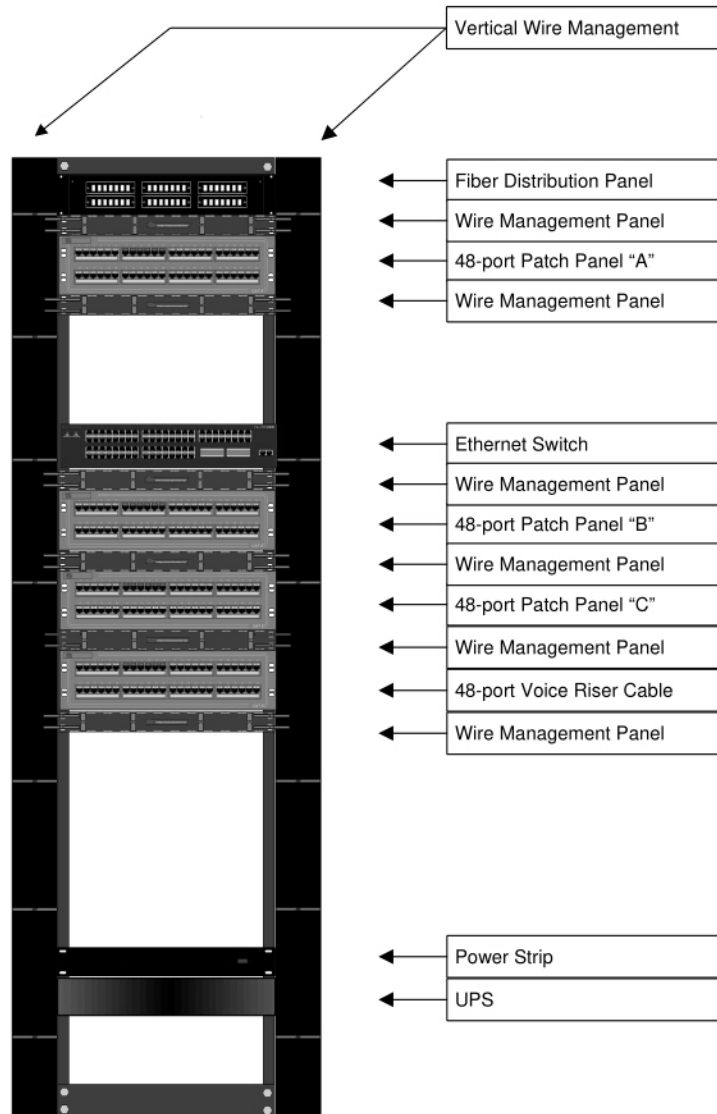
Exhibit 7: Typical Single Rack Layout for Smaller Installations

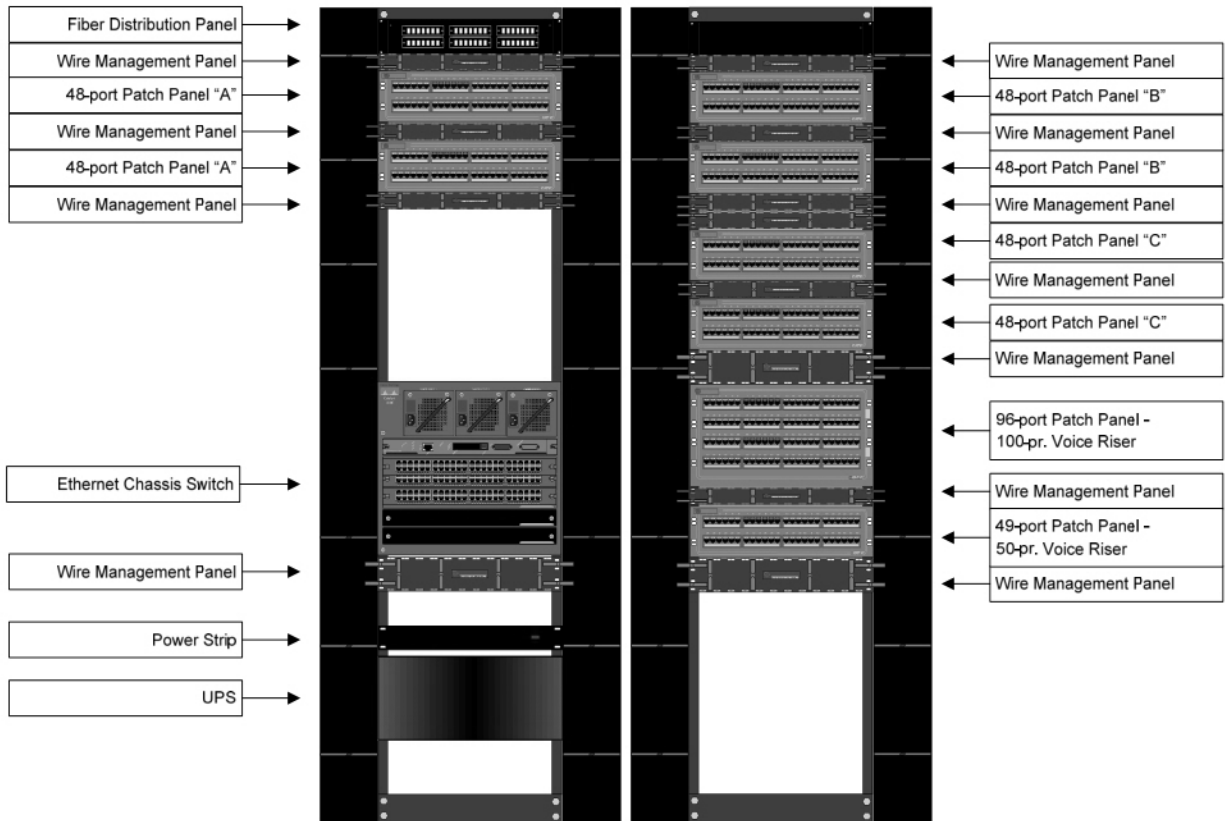
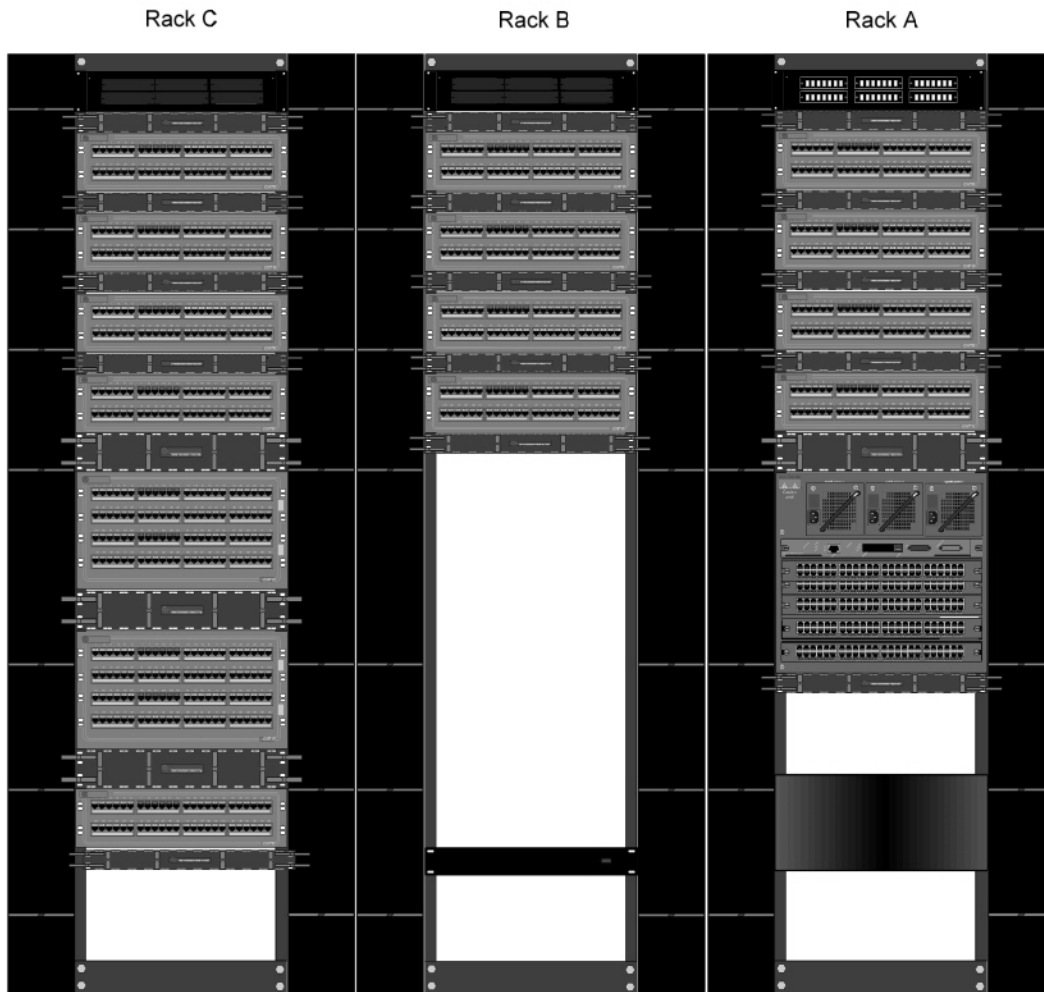
Exhibit 8: Typical Two Rack Layout

Exhibit 9: Typical Three Rack Layout for Larger Installations

Floor mounted racks and cabinets shall have a minimum of 36 inches of clearance in front of, behind, and on at least one side. Where space or room layouts limit the minimum clearances required, the installation contractor shall notify the NEB or designated representative for technical direction.

Equipment layout, specifically with respect to rack, cabinet, and swing gate location are critical design elements that ensure future growth, maintenance and flexibility are protected. Proper clearances also allow installers and maintenance personnel the required room to perform work safely and ensure electronics environmental conditions are maintained.

The patch cables shall run neatly through the wire management panels above the electronics, run down the sides of the rack, run below the electronics, and plug neatly into the respective port. The cables between the patch panels and the electronics shall not be excessively long nor shall they lie on the floor. The patch cables shall be secured and bundled using Velcro securing straps.

Caution: The use of tie-wraps is not acceptable when bundling and securing patch cables on the rack.

A power strip with surge suppression and an on/off switch shall be mounted to the back of the rack to supply at least six outlets for AC power (120-volt, 20-amp service).

10.0 GROUNDING

The NEC provides guidelines to ensure that electrical installations in buildings meet the necessary safety practices to prevent electrical shock hazards to personnel, ensure fault clearance of unintentional electrical breakdowns that could cause fire, and prevent transient voltages from causing electrical damage to installed network components. NEC Article 800 pertains to telecommunications industry and should be consulted for specific guidelines related to this topic. Article 800 also has references to other articles as the need arises.

In all new buildings and major retrofit projects an independent ground bus, installed in each communications closet, shall be provided. The independent ground bus in each closet should be installed by a certified electrician, or properly licensed installer. The independent ground buses are designated for, and utilized exclusively, by the communications equipment. In existing buildings, an independent ground is certainly desirable. In general, all communications systems, cable plant devices, equipment, and components shall be properly grounded and bonded.

All grounding shall be performed to meet the following published standards and guidelines:

- ANSI/TIA/EIA 607
- ANSI/IEEE C-142
- Federal Information Processing Standard (FIPS) 94
- NEC Articles 250 and 800
- UL
- ANSI CI-1978

All equipment racks, cabinets and systems must be properly connected to the independent ground bus per the ANSI/TIA/EIA 607 specifications. It is the responsibility of the cable

installer to connect all common closet equipment racks and cabinets to the provided ground bus. It is also the responsibility of the cable installers to report to the ICE Program Manager any discrepancies with respect to improper or omitted grounding systems.

For connecting equipment within the telecommunications/data wiring closets to the ground bus, a number six wire with green insulation should be used. This ground wire should be no longer than 30 feet.

All ground wire should be routed straight, with sweeping bends, neat, and orderly. Ground wire should be routed in the most direct fashion possible to the equipment. Ground wires should be supported by tie-wraps at 12-inch intervals.

The manufacturer instructions and recommendations shall be followed when grounding the electronic equipment installed in the telecommunications/data wiring closets.

11.0 CABLE LADDERS AND FASTENERS

All cables installed in overhead spaces (such as above ceiling panels) shall be securely strapped to ceiling slab fasteners or cable ladders that are fastened to the ceiling slab to avoid contact with lighting equipment or drop ceiling supports. Wire management channels or cable ladders shall be used to provide orderly arrangement of all installed cables in and around the equipment racks.

As a general rule, all cables shall be securely suspended, fastened, tied, and bundled firmly (without damaging the cable jackets or creating kinks in the cable) to minimize the amount of space required for cabling.

12.0 ADMINISTRATION AND LABELING CONVENTIONS

Label conventions shall apply to all sites, regardless of the number of buildings at the site. This section describes the ICE standard labeling convention for all cable installations, whether new or retrofit.

12.1 Building Designation

The designation for the building shall be a two to four character alphanumeric scheme. Buildings typically have unique names/numbers, whether in multi-story complexes or in campus environments. The first designation should represent the unique building the cable plant is wired within. This nomenclature will rarely change throughout the life of the building and allows a structured naming convention to be used for Inter-building backbone cable installations.

12.1.1 Floor

The designation for the floor shall be a two-digit number. If the floor is a single number such as “4,” place a leading zero before the single-digit, for example “04.”

12.1.2 Wiring Closets

The designation for a wiring center is a single letter. The Computer Room or MDF shall always have the wiring closet designation of “M.” Remote wiring closets that are all located on the same floor shall be labeled A-L and N-Z (“M” is reserved for the MDF). Closets that stack directly on top of each other shall have the same letter designation.

12.1.3 Cable Numbers

The designation for the cable shall be a three-digit number, followed by an “A”, “B” and “C”. Use leading zeros as necessary. For example, the designation for drop #3A would become 003A.

12.2 Information Outlet

The IMO is the interface for the workstation cable and the horizontal workstation cable, which terminates in a wiring closet. This is typically referred to as the “jack” in the industry, also an enhancement to the Bell Labs Universal Service Order Code (USOC) specifications. These specifications also referenced the RJ pin assignments. The ANSI/TIA/EIA now prefers to use the term 8-pin modular plug or connector when describing jack pin-outs. Each information outlet should be labeled according to the following guidelines:

The designations on single-gang and double-gang faceplates will be as follows:

- Building (AANN, or combination).
- Floor (NN, with a leading zero).
- Wiring center (A).
- Cable drop (NNN, with leading zeros).

For example: “TW-12-C-111”

where: TW = TechWorld building
 12 = 12th floor
 C = wiring center and
 111 = cable drop #111.

12.3 Intra and Inter-Building Backbone Cables

These backbone cables interconnect wiring closets either within a building or interconnect buildings in a campus environment.

The naming convention applies the same for Intra and Inter backbone cable labeling. Standard nomenclature for backbone cabling shall be as follows:

- First Building (4–6 alphanumeric characters).
- First wiring closet (includes floor, closet and pair or strand designations).
- Second Building (2–4 alphanumeric characters).
- Second wiring closet (includes floor, closet and pair or strand designations).

For example, “TW801I-06-W-001 – TW800K-01-M-001”

where: TW801I = TechWorld building 801 I is the first building (origination point)
 6 = 6th floor
 W = wiring center, closet W
 001 = cable pair (copper) or strand (fiber)
 TW800K = TechWorld building 800 K is the second building (destination point)
 1 = 1st floor
 M = wiring center, Main Distribution Frame
 001 = cable pair (copper) or strand (fiber).

The cable label shall be affixed to both ends of the cable, approximately 2 to 3 inches from the termination point. Heat shrink labels are preferable. Wrap-around labels are permissible as long as they are printed using indelible ink and the labels are easily read.

12.4 Patch Panel Patch Cables

The patch panel patch cord connects the horizontal workstation cable to the network electronics. Patch cables in each wiring closet should be identified on each end of the patch cable in a standard, one-up, numeric order, so that an individual patch cable can be easily identified without having to physically “tug” the cable to follow and identify it.

The cable label shall be affixed to both ends of the cable, approximately one inch from the termination connector or modular plug. The labels should be printed using indelible ink, and the labels should be positioned so they can be easily read.

13.0 TEST AND DOCUMENTATION PROCEDURES

The installation contractor shall complete all testing of the cable plant. The installation contractor is responsible for providing all personnel, equipment, instrumentation, and supplies that are necessary to perform the required testing.

13.1 Testing of Installed Copper Cable

All installed copper cables shall be tested with a Level III cable tester to certify that the cable conforms to ANSI/TIA/EIA-568-B specifications. The test device shall provide printed and electronic (soft) Pass/Fail test results that show the following:

- Electrical length in feet (accurate to 0.5 feet).
- Cross-talk in dB for each of the four pairs.
- End-to-end attenuation in dB for each of the four pairs.
- Drop number.
- Continuity (for all eight wires).
- Capacitance
- DC resistance
- Impedance
- Date of test
- Name and model of the field tester (i.e. Fluke OMNIScanner 2).
- Software version or level.
- Date the field tester was last calibrated.
- Which test was being performed (permanent link test, channel test).

13.2 Testing of Optical Fiber Cables

Testing shall be of the optical link as specified in ANSI/TIA/EIA-568-B.3 for multimode fiber optics and ANSI/TIA/EIA-526-7 method A for singlemode fiber optics. An optical fiber link is defined as the passive cabling network between two optical cross-connects (patch panels or outlets). This includes cable, connectors and splices but does not include active components. The link test contains the representative connector loss at the patch panel associated with the mating of patch cords, but does not include the performance of the connector at the equipment interface.

If the manufacturer of cables or connecting hardware has supplied post-manufacture performance data, copies of such data are to be included in the documentation.

Testing of installed multimode fiber cable shall meet or exceed the specifications in Exhibit 10.

Exhibit 10: Multimode Fiber Cable Specifications

Horizontal Fiber	Attenuation 850 nm	Attenuation 1300 nm
≤ 90 m	≤ 2.0 dB	≤ 2.0 dB
Backbone Fiber		
≤ 2000 m (6560 ft)	≤ fiber length (km) x 3.75 dB/km + number connector pairs x 0.75 dB + number of splices x 0.3 dB	≤ fiber length (km) x 1.5 dB/km + number connector pairs x 0.75 dB + number of splices x 0.3 dB

Testing of installed singlemode fiber cable shall meet or exceed the specifications in Exhibit 11.

Exhibit 11: Singlemode Fiber Cable Specifications

Length	Attenuation 1310 nm	Attenuation 1550 nm
≤ 90 m (295 ft)	≤ 2.0 dB	≤ 2.0 dB
91-1000 m (3281 ft)	≤ 3.0 dB	≤ 3.0 dB
1001-2000 m (6562 ft)	≤ 3.3 dB	≤ 3.3 dB
2001-5000 m (16404 ft)	≤ 4.7 dB	≤ 4.7 dB

Test reports shall include the following information for each cabling element tested:

- Actual measured and maximum allowable attenuation (loss) at the specified wavelengths.
- Reference method.
- Number of mated connectors and number of splices (if any).
- Actual length and maximum allowable length.
- Group refractive index (GRI) for the type of fiber tested, if length was optically measured.
- Tester manufacturer, model, serial number and software version.

- Fiber ID number and project/job name.
- Link criteria used.
- Overall pass/fail indication.
- Date and time of test.

Test reports may be submitted in hardcopy , electronic, or both formats. ICE prefers these reports to be provided in the electronic format over hardcopy.

14.0 BUILDING PATHWAYS, CONDUIT, AND CLOSETS

14.1 Closet Specifications (MDF and RWC)

Typical communications closets house common equipment required to support both voice and data connectivity to workstations. Communication closets/rooms are typically centrally located on the floor, and adhere to the ANSI/TIA/EIA specifications for cable lobe lengths (e.g. maximum cable from closet to workstation will not exceed 100 meters, end-to-end). Closets/rooms should be vertically stacked, with a sufficient number of sleeves interconnecting each closet. All wiring centers shall comply with or support the following specifications and requirements:

14.1.1 General Requirements

- The space should be environmentally temperate, convenient, and professional looking.
- The communication closets must have sufficient infrastructure required to support the variety of communication services provided to ICE and contractor staff. Typically this includes items such as conduits, cable trays, building grounding system, etc.
- Communications closets should be designed for growth, and flexibility supporting new technologies without the need for major room modifications and rearrangements.

14.1.2 Environmental

- Room should be dust free with positive air pressure where possible and meet Federal guidelines for specified material to reduce airborne contaminants caused by off gassing.
- Ceilings should be finished with similar drop tiles used throughout the floor.
- Overhead lighting sufficient to provide 80 candle feet measured five feet above the finished floor, is to be switched controlled and is not to be connected to communications equipment circuits.
- Care must be taken to avoid structural columns, ductwork, other building structures, which would restrict the functionality of the space.
- Ceiling space above communications closets should be open and clear of major Heating, Ventilation, and Air Conditioning (HVAC) systems and ductwork, including major motors, elevator motors, generators, or equipment that induce excessive EMI and/or RFI to communications equipment or systems.

- Room temperature must be maintained between 65 to 85 degrees Fahrenheit, with a relative humidity range of 20 to 60 percent. When heat-generating equipment is placed into communication closets, maintaining environmental parameters is essential, thus avoiding down time due to equipment failures caused by equipment over heating. Where the building HVAC is insufficient to maintain these parameters a standalone HVAC system should be considered to maintain these environmental ranges for 24 hour, 7 days a week (24/7) schedule.
- Where no dedicated HVAC system is required for plenum air return buildings, there should be a minimum of two diffusers for fresh HVAC air intake, with a minimum of two air return vents, vented door and a positive air flow maintained. Buildings without air return systems should provide clean air 24/7. Additionally, rooms without dedicated HVAC systems should have a continuous airflow 24/7.

14.1.3 Construction

- Closets vary in size depending on their function. However, minimum communications closet size should never be less than specified in the applicable ANSI/TIA/EIA specifications. ICE typical closet minimum size should be no less than 80 square feet, whereas the recommended size is calculated by the ANSI/TIA/EIA specifications.
- Door locks for all communications rooms will conform to local security requirements.
- Door must be a minimum 36 inches wide by 80 inches high. The door should swing out to facilitate equipment installation and provide maximum space utilization by allowing higher density equipment designs and configurations without the concern of lost space due to door travel.
- Floor should be rated to withstand 100 pounds per square foot and should be covered with appropriate tile or linoleum. Carpets are not acceptable in communications closets.
- Each communications closet should have a minimum of 2 separate 120 Volt @20A circuits installed for cable plant electronics. Preferred outlets are the National Electrical Manufacturers Association (NEMA)-20 5 quad receptacles. Outlets should be installed at heights that adhere to the building electrical codes, typically 18 inches above finished floor. Additional circuits may be required as equipment density is increased.
- A certified electrical ground and buss shall be installed into each closet for communications equipment grounding and be connected to a dedicated building ground, that is compliant with the ANSI/TIA/EIA 607.
- For the MDF, a pre-treated, fire-rated, plywood backboard (3/4 inches by 4 feet by 8 feet sheets) shall be fastened properly to the wall for riser cable control, where required.
- All cable shall be neatly tie-wrapped and anchored every 3 feet on the backboard
- ICE occupied floors that are contiguous, with stacked closets, should have a minimum of two 4-inch sleeves between closets for ICE Data and Voice cables. Additional sleeves will be required for the building voice riser system. Where ICE data and voice cables must pass through communications closets not controlled by ICE or the US government, mechanical protection must be provided. Thin wall ridged conduit will be sufficient for this requirement.

14.2 Conduits

Conduit installations shall comply with all ANSI/TIA/EIA-569-A specifications. Highlights of that specification are as follows:

- A maximum fill factor of 40% per conduit shall be adhered to for new conduits. If possible, installers shall avoid using those conduits that have exceeded the 40% fill factor.
- A pull-box shall be installed every 100 feet and every two 90-degree turns.
- All bends in the conduit must be made hydraulically to create smooth, sweeping turns.
- All pull-boxes shall be sized to allow for the largest minimum bend radius for any of the cables that are used.
- Where local codes mandate that rigid conduit must be installed from the distribution closet to the IMO, a minimum of one 1-inch diameter conduit from wiring center to workstation IMO is required. This single, 1-inch conduit will support both voice and data grade cabling to the workstation and requires a consolidated voice and data closet.
- In buildings, which local codes do not mandate rigid conduit from the distribution closet to the IMO, a minimum of one 1-inch diameter conduit from above ceiling grids to respective IMO is recommended. These conduits are referred to as "ring and string" within the industry, and typically provide a pathway for plenum cable installation into the outlet box. Although many local codes do not require rigid conduits for low voltage wiring, ICE DSB recommends the general contractor install these for each IMO.
- Open office space (e.g., systems furniture where two or more IMO's are fed by a single column or feed) typically does not require conduit stubs or home-run conduits. If conduits or stubs are installed, then conduit sizing shall ensure fill factor does not exceed 40%.
- A minimum of two 4-inch diameter sleeves shall be provided for vertically stacked closets. In open plenum environments, where access to closets are not blocked by building structures or fixtures, and a clear pathway exists, conduit installation is not required to interconnect closets. Exceptions will be made by the ICE Project Manager
- A minimum of two 4-inch diameter conduits shall be provided in any building or campus environment where cable is subject to damage or there is no clear pathway for installation. These may be areas such as underground parking garages, outside cable routes, pathways through office space not under ICE control, or areas that prevent cable installation at future dates, such as main building lobbies, under-floor pathways, etc.
- A minimum of two 4-inch diameter conduits between buildings in a campus environment.

15.0 DOCUMENTATION

Upon completion of the cable plant installation, a documentation package shall be completed within 30 calendar days that shall include the following items:

All of this information shall be provided in both hardcopy and electronic formats, except as follows:

Cable Installation Report	Electronic Format
Letters of Certification	Microsoft Word 2003 or lower
Implementation Report	Microsoft Word 2003 or lower
Detailed Materials Listing	Microsoft Excel 2003 or lower
Cable Plant Database/Cut Sheet	Microsoft Excel 2003 or lower
Wiring Closet Detail	Microsoft Visio 2003 or lower
As-built Site Drawings	Autodesk AutoCAD Version 2004 or lower
Cable Plant Test Results	Fluke Networks Linkware 2.3 or equivalent
PDF Cable Installation Report and Test Results	Adobe Acrobat 7.0 or lower

15.1 Letter of Certification

A letter of certification shall be supplied to the designated ICE Program Manager from the authorized project supervisor. A sample of the recommended letter of certification is included as Appendix B of this document. A letter of certification shall be supplied to the designated ICE Program Manager from the authorized project supervisor. A sample of the recommended letter of certification is included as Appendix B of this document. The letter of certification should be submitted in electronic format using word Processing software compatible with Microsoft Word 2003 or lower.

15.2 Implementation Report

A brief implementation report shall be submitted as part of the completed documentation package. This implementation report, at a minimum, should include the following information:

- Installing company name and address.
- Contract number and Task or Delivery Order, if any.
- Beginning and ending dates of the installation project.
- Names of personnel assigned to the installation project.
- Installation summary, including deviations from the original task order.
- Responsible party names, address, and phone number.

The electronic version of this report shall be submitted using word Processing software compatible with Microsoft Word 2003 or lower. A sample implementation report is provided as Appendix D of this document.

15.3 Detailed Materials List

A detailed materials list shall be included as part of the completed documentation package. At a minimum, this list shall include all materials originally called for from the site survey report,

actual materials used for the installation project, and a column that shows the deviation between the two. Any unusual deviations in required quantities should be explained in the implementation report, as described previously.

The detailed materials list should be completed and submitted using spreadsheet software compatible with Microsoft Excel 2003 or lower. A sample form to be used for this list is provided as Appendix E of this document.

15.4 Copper Cable Test Results

Test results for all cables shall be included in electronic format (ASCII text format) within the completed documentation package upon completion of the project. The cable test results shall be provided in numeric order on a per closet basis for horizontal cables. All copper tie and backbone cables shall be included as a sub-section and also numbered.

15.5 Fiber-optic backbone Cable Test Results

A hard copy of all fiber-optic cable test results shall be included as part of the completed documentation package. Opposite ends of each fiber strand tested should be included side by side or in direct sequential order. The fiber optic test results shall be submitted in a closet by closet format.

The electronic trace version of the test results should also be included. If a specific executable program is required to view the trace on a personal computer, a copy of this executable file shall be included with the electronic files.

15.6 As-Built Site Drawings

Complete as-built site drawings of the cable plant shall be included as part of the completed documentation package. At a minimum, the following information shall be included on the drawing:

- Accurate, reasonable facsimile of the building floor plan.
- Room and area numbers assigned for identification purposes.
- Location and designation of all wiring closets.
- Location and designation of all information outlets installed
- Routes for all cables, including horizontal, tie, and backbone.
- Location of all vertical penetrations.
- Location of horizontal penetrations through firewalls.
- Any special service application notes.
- Backbone and tie cable lengths between closets.

These as-built site drawings shall be completed using computer-aided drawing software that produces vector graphics data files, preferably AutoCAD version 2004 or lower.

Attachment A
Glossary

AC	Alternating Current
ACR	Attenuation to crosstalk ratio
ADP	Automated Data Processing
ANSI	American National Standards Institute
AWG	American Wire Gauge
CAT	Category
CSA	Canadian Standards Association
dB	Decibel
DO	District Office
DHS	Department of Homeland Security
EF	Entrance Facility
EIA	Electronic Industries Association
ELFEXT	Equal Level Far End Cross-talk
EMI	Electromagnetic Interference
FCC	Federal Communications Commission
FIPS	Federal Information Processing Standard
GRI	group refractive index
HVAC	Heating, Ventilation, and Air Conditioning
ICE	Immigration and Customs Enforcement
ID	Identification
IDC	Insertion Displacement Connector
IEEE	Institute of Electrical and Electronics Engineers
IMO	Information Management Outlet
ICE	Immigration and Customs Enforcement
ISO	International Organization for Standardization
km	Kilometers
LAN	local area network
μm	Micrometer
Mbps	Megabits per second
MC	Main cross-connect
MDF	Main Distribution Frame
MHz	MegaHertz
NEC	National Electrical Code
NEBS	National Electrical Bell Standards
NEMA	National Electrical Manufacturers Association
NEXT	Near End crosstalk

NFPA	National Fire Protection Agency
ns	Nanosecond
OFNP	Optical Fiber Plenum
OFNR	Optical Fiber Riser
OFN	Optical Fiber, not rated
OCIO	Office of Chief Information Officer
OTDR	Optical Time Domain Reflectometer
PCB	Printed Circuit Board
PS ACR	Power sum attenuation to crosstalk ratio
PS NEXT	Power sum near-end crosstalk
PS ELFEXT	Power sum
RFI	Radio Frequency Interference
RJ	Remote Jack
RWC	Remote Wiring Closet
TIA	Telecommunications Industries Association
TR	Technical Reference
TSB	Telecommunications Services Bulletin
UL	Underwriter's Laboratory
USOC	Universal Service Order Code
UTP	Unshielded Twisted Pair
WAN	Wide Area Network

ACR	Measurement of NEXT-Attenuation
Attenuation	The decrease in magnitude of a wave as it travels through any transmitting medium, such as a cable or circuitry. Attenuation is measured as a ratio or as the logarithm of a ratio decibel.
Category 5e	Currently defined in TIA/EIA-568-B. Provides performance of up to 100 MHz, and is used for both 100 Mbit/s and gigabit ethernet networks.
Category 6	Currently defined in TIA/EIA-568-B. It provides performance of up to 250 MHz, more than double category 5 and 5e.
Conduit	A pipe, usually metal, that runs either from floor to floor or along a floor or ceiling to protect cables.
Cross-talk	A type of interference caused by audio frequencies from one line being coupled into adjacent lines. The term is loosely used also to include coupling at higher frequencies.
Delay Skew	The propagation delay difference between the slowest and fastest cable pair.
EIA	Electronic Industries Association: the US national organization of electronic manufacturers. It is responsible for the development and maintenance of industry standards for the interface between data processing machines and data communications equipment.
EMI	“Noise” generated in copper conductors when electromagnetic fields induce current. External signals that disrupt the data transmitted on the local area network or electronic device being operated.
End-To-End Connection	A continuous connection, for example, from a workstation to a concentrator.
FC Connector	A type of optical fiber connector identifiable by its round, screw-operated locking nut. It is usually metal. Its ruggedness leads it to be widely used in test equipment. (Source BICSI Telecommunications Dictionary)
FEXT	Cross-talk measured at the opposite end from which the disturbing signal is transmitted.
Frequency	The number of times a periodic action occurs in a unit of time. The number of cycles that an electrical current completes in one second, expressed in Hertz.
Frequency Range	The range, measured in Hertz of a test signal.
Hertz	The unit of frequency, one cycle per second.
IEEE	Institute of Electrical and Electronics Engineers: An international professional society that issues its own standards and is a member of ANSI and ISO.

LAN	A geographically limited communications network intended for the local transport of data, video, and voice. Often referred to as a customer premises network.
Loose Tube	The fiber is contained in a plastic tube for protection. To give better waterproofing protection to the fiber, the space between the tubes is sometimes gel-filled. Typical applications are outside installations. One drawback of loose buffer construction is a larger bending radius. Gel-filled cable requires the installer to spend time cleaning and drying the individual cables, and cleaning up the site afterwards.
Megabits	A million bits per second: A unit of data transmission speed.
MDF	The main distribution frame, where central networking components are located. This refers to closets and large computer rooms and in most cases houses the WAN equipment and circuits. These rooms are the core rooms in a building or campus environment.
Nanosecond	One billionth of a second (10^{-9} seconds).
NEXT	Crosstalk measured at the end from which the disturbing signal is transmitted. Near End crosstalk is a measure of how much energy is coupled at the near end in a pair that is adjacent to an energized pair, and FEXT is the same measure at the far end from the transmitter. When all pairs are energized, as with Gigabit Ethernet, NEXT and FEXT are generated by each disturbing pair and must be power-summed to obtain a true measure of the coupled energy.
OFN, OFNP, OFNR	Type of optical fiber cable construction, which stands for: general purpose, plenum(P) or Riser (R)
Patch Panel	A modular termination and connection point for horizontal distribution cabling.
Plenum	A compartment or chamber to which one or more air ducts are connected and that forms part of the air distribution system. (Source National Electric Code)
Protocol	The means used to control the orderly exchange of information between stations on a data link or on a communications network or system.
Propagation Delay	The amount of time that passes between when a signal is transmitted and when it is received at the opposite end of a cable or cabling.
PS NEXT	Power sum near end crosstalk. Measurement
PVC	Polyvinyl Chloride: A type of plastic material used to make cable jacketing.
Return Loss	Return loss is a measure of the signal reflections occurring along a channel or basic link and is related to various electrical mismatches along the cabling.

RJ-45 Keyed Connector	An eight-conductor modular phone-style receptacle with a plastic tab on the side. This type of connector can only be inserted into a keyed jack.
RJ-45 Non-Keyed Connector	An eight-conductor modular phone-style receptacle without a plastic tab. This type of connector can be inserted into either a keyed or non-keyed jack.
SC connectors	Fiber connector that is duplexed into a single connector clip with both transmit and receive fibers.
ST connectors	Keyed, bayonet-style connector.
TIA	Telecommunications Industries Association: The US national organization of telecommunications manufacturers. It is responsible for the development of data processing machines and data communications equipment.
Tight Buffered	Buffer layers of plastic and yarn material are applied over the fiber. Results in a smaller cable diameter with a smaller bending radius. Typical applications are patch cords and local area network connections. At least one mfr. Produces this type of cable for inside/outside use.
UTP	A cable with multiple pairs of twisted insulated copper conductors bound in a single sheath. An unshielded twisted pair Category 3, 5, 5e or 6 cable usually contains four pairs of wire in a single jacket.
WAN	Wide Area Network: A network that uses common-carrier-provided lines, usually to connect two or more LANs.

Attachment B
Sample Letter of Certification

[Use Corporate letterhead]

[Title]

Date: [Current date]

To: [Full name of individual to whom the letter is being sent]

Address [of individual to whom letter is addressed]

Re: Cable Plant Installation

Task Order No.: [XXX-xxx]

Dear *[Mr., Ms., or Dr. and last name]*:

I hereby certify that the cabling installation completed for the above referenced ICE site was completed by our firm, according to the ICE Structured Cabling Standards, on *[date of installation in Month Day, Year]*.

Our firm has tested each unshielded twisted pair copper cable wire (not just cable pairs) we installed, as well as any previously installed cable, if applicable, which will be re-used as part of this Task Order. I hereby certify that every wire and cable was tested and meets or exceeds the Category 6 ANSI/TIA/EIA-568-B.2 transmission test requirements.

Our firm also tested each fiber-optic cable and strand we installed, as well as previously installed fiber-optic cable that will be used as part of this Task Order. I hereby certify that each strand of every cable meets or exceeds the required standards for fiber-optic cable.

[Mr., Ms., or Dr. and full name]

[Title]

Attachment C
Sample Contractor Information Form

CONTRACTOR INFORMATION

JOB NAME: LOCATION:

DATE: **PROJECT:** Cable Plant Installation

FIBER CONTRACTOR

NAME: PHONE:

ADDRESS:

CITY, STATE, ZIP:

CONTACT NAME:

COMPLETION DATE:

SCOPE OF WARRANTY RESPONSIBILITY:

In accordance with Existing Contract

SUPPLIED MATERIALS:

In accordance with Task Order XXX-xxx

COPPER CONTRACTOR

NAME: PHONE:

ADDRESS:

CITY, STATE, ZIP:

CONTACT NAME:

COMPLETION DATE:

SCOPE OF WARRANTY RESPONSIBILITY:

In accordance with Existing Contract

SUPPLIED MATERIALS:

In accordance with Task Order XXX-xxx

Attachment D
Sample Implementation Report

PROJECT IMPLEMENTATION REPORT SITE C

INTRODUCTION

Company A under sub-contract to Company B, and working under Task Order Number XXX-xxx, recently performed a local cable plant installation at Site C. The project was begun on Monday July 7, 2003, and the installation was completed on Wednesday, July 23, 2003.

PROJECT PERSONNEL

The following ABC Cabling personnel participated in the installation project at the Central City FPS, Central City,

Mr. Clark Kent	Senior Communications Specialist
Mr. Bruce Wayne	Senior LAN Technician
Mr. Barry Allen	Senior LAN Technician
Mr. Dick Grayson	LAN Technician
Ms. Dianna Prince	Senior Technical Draftsman

INSTALLATION SUMMARY

(The following is an example of the expected format. It does not contain all examples of work that may be site specific. Be sure to include all work performed at the site.)

The network installation was completed per the Statement of Work. Per the design documentation, the Federal Protective Services (FPS) area at the Central City Federal Building was cabled for a total of 15 Category 6 drops. All cabling was run through a self-suspended overhead routing system above the acoustic ceiling tiles.

Remote wiring closet 01-M serves the workstation connectivity needs for Rooms 1264 and 1267 on the first floor. Labels starting with 01-M-001 identify these cables. Eight drops are terminated on three 24-port patch panels in the equipment racks located in Room 2235, which also serves as the main computer room. The eight drops are patched to a Cisco 24-port switch in rack.

Remote wiring closet 0B-A serves the workstation connectivity needs for Room B222 in the basement. Labels starting with 0B-A-001 identify these cables. Seven drops for closet 0B-A are terminated on three 24-port patch panels in the equipment rack located in Room B247. The Seven drops are patched to a Cisco 3550 24-port switch in the rack.

A 12-strand optical fiber cable was installed connecting the MDF to the RWC in the basement.

A 25-pair copper tie cable for voice was installed connecting the MDF to the RWC in the basement.

All materials were provided and installed per the materials listing in the report.

PROJECT DOCUMENTATION

Included within the Cable Installation Package, both in hard copy and electronic format, is the following information:

<u>Cable Installation Report</u>	<u>Electronic Format</u>
Letters of Certification	Microsoft Word 2002
Implementation Report	Microsoft Word 2002
Detailed Materials Listing	Microsoft Excel 2002
Cable Plant Database /Cut Sheet	Microsoft Excel 2002
Wiring Closet Detail	Microsoft Visio 2000
As-built Site Drawings	Autodesk AutoCAD 2002
Cable Plant Test Results	Fluke Networks Linkware 2.3
PDF of Cable Installation Report	Adobe Acrobat 7.0

CONCLUSION

The installation project was completed on Wednesday, July 23, 2003.

All materials and workmanship provided by Company A are fully warranted under the terms of the existing contract between Company B and Company A.

Any questions concerning the project installation, documentation, and warranty may be addressed to Mr. Y of Company A. Mr. Y can be reached at (000) 555-0000.

Attachment E
Sample Detailed Materials List

Item No.	Description	Projected Quantity	Actual Quantity	Variance
1	Wire Management Panel	8	8	0
2	48 Port Patch Panel	4	4	0
3	24 Port Patch Panel	4	4	0
4	Single Gang Faceplate, 6-plex	25	25	0
5	Workstation Blank Insert	25	26	0
6	Dual CAT-6 RJ-45 Jack, 568B, non-keyed	25	25	0
7	Single CAT-6 RJ-45 Jack, 568B, non-keyed	25	25	0
8	CAT-6 Cable, 24-4/P, plenum, feet	15000	15000	0
9	Patch Cord, yellow, 14 feet	30	30	0
10	Patch Cord, yellow, 10 feet	70	70	0
11	Open Rack, self support, double sided	1	1	0
11	Rack Mount Power Outlet Strip	2	2	0
13	Catalyst 4500 Chassis (6-Slot)	1	1	0
14	Catalyst 4500 1300W AC Power Supply	1	1	0
15	Catalyst 4500 Supervisor IV	1	1	0
16	Catalyst 4500 48-Port 10/100/1000 Base-T	2	2	0
17	1000BASE-SX "Short Wavelength" GBIC	1	1	0
18	WS-C3550-12T	1	1	0
19	19" Clear Vented Double Sided Rack Tray	1	1	0
20	0.9" x 1.5" Latching Duct, 6 foot lengths	8	8	0
21	Data Tab (Computer Icon) 100/PACK	2	2	0
22	Fiber-optic cable, Twelve-Strand, feet	600	300	300
23	Box Eliminators	50	50	0
24	Surface Mount Box	14	14	0
25	0.53"x1.01" Latching Duct, 6 foot lengths	14	14	0
26	Fiber Distribution Center	2	2	0
27	FDC Connector Panel, Preloaded w/ 6 SC	2	2	0
28	Dual Fiber Jumper Cable, SC to SC, 3 meter	2	2	0

Attachment F
Sample Cable Test Certification Letter

[Use Corporate letterhead]

April 5, 2005

Project Manager
DHS-ICE, Suite 860
801-I Street NW
Washington, DC 20001

Re: DHS-ICE Cable Plant Installation at the **Central City FPS**

Purchase Order #
Work Request #

Dear Mr.:

This letter is to certify that all cable test results included for the above mentioned project have been completed by ABC Cabling personnel who have been trained, and are competent in the use of the test equipment used on the project. [State type of equipment used for testing] These test results conform to ANSI/TIA/EIA 568-B requirements.

Please accept this letter as certification of the accuracy of the test results furnished in lieu of individual signatures on each cable test result.

Sincerely,

Clark Kent,
Program Manager

Attachment G
Sample Cable Plant Database

[illegible]

Attachment H
Sample Fiber Cable Test

Cable ID: IDF-A07-01 Test Summary: PASS

Date / Time: 04/07/2005 07:07:49am

Headroom: 0.94 dB (Loss)**Test Limit: TIA568B HRZ**

Cable Type:	Multimode	
Operator:	F.LANHAM	
Software Version:	V02.10	
Model:	CertiFiber	
Main S/N:	55A97L00406	
Remote S/N:	55B97L00431	
Project:	FED.31038	
certifiber	4-07-05 fiber.flw	
n = 1.4966		
Propagation Delay (ns)	320	
Length (ft),	Limit 295	210 PASS
Direction	A-B	A-B
Wavelength (nm)	850	1300
Result	PASS	PASS
Loss (dB)	1.06	0.62
Loss Limit (dB)	2.00	2.00
Loss Margin (dB)	0.94	1.38
Direction	B-A	B-A
Wavelength (nm)	850	1300
Result	PASS	PASS
Loss (dB)	0.37	0.00
Loss Limit (dB)	2.00	2.00
Loss Margin (dB)	1.63	2.00

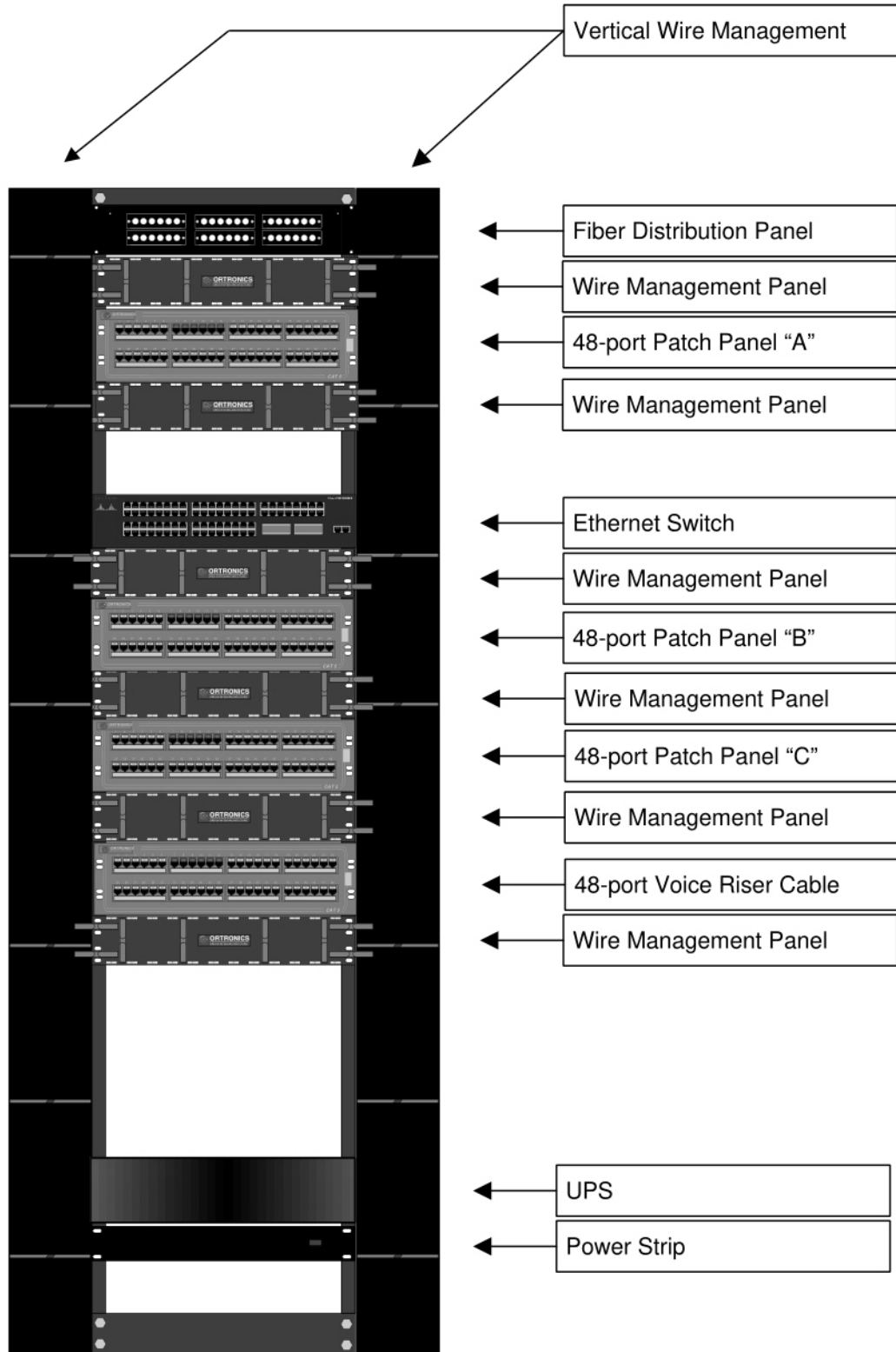
Compliant Network Standards:

TIA568B HRZ	TIA568B CNT	100BASE-FX	10BASE-FL
1000BASE-SX	1000BASE-LX	3M VOLITION	ATM155 1300
ATM155 850	ATM622 850	FDDI ORIG	TOKEN RING
FIBCHN266			

Attachment I
Sample Wiring Closet Detail

Wiring Closet:	TR-02	Segment ID:	1		
				SERIAL AND	
EQUIPMENT	MANUFACTURER	LOCATION	SLOT	SWITCH NUMBERS	NETWORK ADDRESS
4506 Switch	Cisco			FOX07130054	
				CS274589	
				INS# SINR01M-1	
Supervisor Engine				CNS8XY6AAA	
Blades				CNS6BJ0AAA	
Power Unit				CNMVW00CRA	
Router 2600	Cisco			JMX0705L16Z	
				CS308364	
				INS# RINR01	
Modem	Paradyne			CKT#636834396	
				HCGS672953	

Attachment J
Sample As-Built Drawing and Rack Elevation



QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer Representative (COR): The COR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard

- Documentation and record keeping ensuring ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify

the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the “Changes” clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider’s activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard’s attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider’s monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government **deducts** (vs. “withholds”) amounts from the Service Provider’s monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until

the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in “Security,” but may also relate to a deficiency in the area of “Administration and Management.” In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

(a) Based on the inspection of the Service Provider’s performance, the COR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.

(b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COR reviews the Service Provider’s response to the CDR including its planned remedy or corrective action taken, the COR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

(c) The COR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.

(d) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.

(e) Following receipt of the Service Provider's notification that the correction has been made, the COR may re-inspect the Facility. Based upon the COR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.

(f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.

(g) The COR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment 2A – Performance Requirements

FUNCTIONAL AREA/ WEIGHT	ACCEPTABLE QUALITY LEVEL and/or PERFORMANCE STANDARD (PBND 2011)	WITHHOLDING/DEDUCTION CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	PBND References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBND or PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBND References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBND or PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBND Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBND or PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBND References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death. 4.7 Electronic Quality Medical Care (QMC) reporting, and; PWS Section V.(D.) (Medical) and related Attachments	A Contract Discrepancy Report that cites violations of PBND or PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement	PBND References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation;	A Contract Discrepancy Report that cites violations of PBND or PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment 2A – Performance Requirements

FUNCTIONAL AREA/ WEIGHT	ACCEPTABLE QUALITY LEVEL and/or PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING/DEDUCTION CRITERIA
	5.8 Voluntary Work Program.	
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	PBNDS References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBNDS or PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBNDS References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; 7.5 Transportation Reporting requirements (G-391 Upload Template) 7.6 Pre-Transition and Transition Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBNDS or PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity or PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination or PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment 2B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / SOW or Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)			
6. TO: (COR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COR			
CONTRACTING OFFICER			

1
2
3 **UNITED STATES DISTRICT COURT**
4 **NORTHERN DISTRICT OF CALIFORNIA**

5 AUDLEY BARRINGTON LYON, JR., JOSÉ) Case No. 3:13-cv-05878-EMC
6 ELIZANDRO ASTORGA-CERVANTES, and)
7 NANCY NERIA-GARCIA , on behalf of)
8 themselves and all others similarly situated,)
9 *Plaintiffs,*)
10 v.)
11 UNITED STATES IMMIGRATION AND)
12 CUSTOMS ENFORCEMENT; SARAH)
13 SALDAÑA, Director of U.S. Immigration and)
14 Customs Enforcement; UNITED STATES)
15 DEPARTMENT OF HOMELAND)
16 SECURITY; JEH JOHNSON, Secretary of)
17 Homeland Security; and ADRIAN MACIAS,)
18 Acting Director of the San Francisco Field)
19 Office of U.S. Immigration and Customs)
20 Enforcement.¹)
21 *Defendants.*)

22 **SETTLEMENT AGREEMENT AND RELEASE**

23 Plaintiffs in the above-captioned matter, on behalf of themselves and all Class Members, and
24 Defendants U.S. Immigration and Customs Enforcement (“ICE”); Sarah Saldaña, in her official
25 capacity as Director of U.S. Immigration and Customs Enforcement; United States Department
26 of Homeland Security; Jeh Johnson, in his official capacity as Secretary of Homeland Security;
27 and Adrian Macias, in his official capacity as Acting Director of the San Francisco Field Office
28 of U.S. Immigration and Customs Enforcement, Enforcement and Removal Operations; by and

¹ Sarah Saldaña, Director, ICE, is substituted under Federal Rule of Civil Procedure 25(d) for
Acting Director John Sandweg, who was originally named as an official-capacity Defendant in
this Action. Adrian Macias, Acting Field Office Director, is substituted under Federal Rule of
Civil Procedure 25(d) for former Field Office Director Timothy Aitken, who was originally
named as an official-capacity Defendant in this Action.

1 through their attorneys, hereby enter into this Settlement Agreement and Release (“Agreement”),
2 as of the date it is executed by all parties hereto (the “Agreement Date”) and effective upon
3 approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure as set forth
4 below.

5 WHEREAS:

- 6 A. On December 19, 2013, Plaintiffs commenced a civil action against Defendants on behalf
7 of themselves and all others similarly situated, captioned *Lyon et al. v. U.S. Immigration*
8 *and Customs Enforcement, et al.*, United States District Court for the Northern District of
9 California Case No. 3:13-cv-05878-EMC (the “Action”) and sought class certification,
10 designation of Class Counsel, and declaratory and injunctive relief.
- 11 B. On April 16, 2014, the United States District Court for the Northern District of California
12 (the “Court”) certified the proposed class under Federal Rule of Civil Procedure 23(b)(2).
13 The Court defined the certified class as: “All current and future immigration detainees
14 who are or will be held by ICE in Contra Costa, Sacramento, and Yuba Counties.”
- 15 C. Plaintiffs moved to amend the class certification order and class definition on June 11,
16 2015, and the Court granted Plaintiffs’ motion and modified the definition of the certified
17 class on July 27, 2015. The Court endorsed the modified class definition pleaded in
18 Plaintiffs’ Supplemental Complaint: “All current and future adult immigration detainees
19 who are or will be held by ICE in Contra Costa County, Kern County, Sacramento
20 County, or Yuba County.”
- 21 D. Defendants deny all liability with respect to the Action, deny that they have engaged in
22 any wrongdoing, deny the allegations in the Complaint, deny that they committed any
23 violation of law, deny that they acted improperly in any way, and deny liability of any
24 kind to the Plaintiffs or Class Members, but have agreed to the settlement and dismissal
25 of the Action with prejudice in order to: (i) avoid the substantial expense, inconvenience,
26 and distraction of further protracted litigation, including trial and appeal; and (ii) finally
27 put to rest and terminate the Action and any and all Settled Claims as defined in Section
28 I.G.
- E. Both Plaintiffs and Defendants, through counsel, have conducted discussions and arm’s
length negotiations regarding a compromise and settlement of the Action with a view to
settling all matters in dispute.

1 F. Considering the benefits that the Plaintiffs and Class Members will receive from
2 settlement of the Action and the risks of litigation, Class Counsel have concluded that the
3 terms and conditions of this Agreement are fair, reasonable, and in the best interests of
4 the Plaintiffs and Class Members; Plaintiffs have agreed that Defendants shall be released
5 from the Settled Claims pursuant to the terms and provisions of this Agreement; and have
6 agreed to the dismissal with prejudice of this Action and all Settled Claims as defined in
7 Section I.G.

8 NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and among the parties to
9 this Agreement, through their respective attorneys, subject to the approval of the Court pursuant
10 to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to
11 the parties hereto from the Agreement, that the Settled Claims shall be compromised, settled,
12 forever released, barred, and dismissed with prejudice, upon and subject to the following terms
13 and conditions:

14 **I. DEFINITIONS:**

15 Wherever used in this Agreement, the following terms have the meanings set forth below:

- 16 A. “Action” means the civil action captioned *Lyon et al. v. U.S. Immigration and*
17 *Customs Enforcement, et al.*, Case No. 3:13-cv-05878-EMC, United States District
18 Court for the Northern District of California.
- 19 B. “Effective Date of Settlement” or “Effective Date” means the date upon which this
20 Agreement shall become effective, as set forth in Section VIII, below.
- 21 C. “Plaintiffs” means Audley Barrington Lyon, Jr., José Elizandro Astorga-Cervantes,
22 and Nancy Neria-Garcia.
- 23 D. “Class Member(s)” means any current or future adult immigration detainee who,
24 during the period of this Agreement, is or will be held by ICE in Contra Costa
25 County, Kern County, Sacramento County, or Yuba County.
- 26 E. “Plaintiffs’ Counsel” or “Class Counsel” means Julia Harumi Mass, Angélica
27 Salceda, Christine Sun, and Michael Risher of the American Civil Liberties Union
28 (“ACLU”) of Northern California; Carl Takei of the ACLU National Prison
Project; Robert Varian, Charles Ha, and Alexis Yee-Garcia of Orrick, Herrington &
Sutcliffe LLP; and Megan Sallomi and Marc Van Der Hout of Van Der Hout,
Brigagliano & Nightingale, LLP. Should these entities change their names or
merge with other entities, those new entities shall also qualify as Class Counsel.

- 1 F. "Defendants" means United States Immigration and Customs Enforcement
2 ("ICE"); Sara Saldaña, in her official capacity as Director of ICE; United States
3 Department of Homeland Security; Jeh Johnson, in his official capacity as
4 Secretary of Homeland Security; and Adrian Macias, in his official capacity as
5 Director of the San Francisco Field Office of ICE, their predecessors and
6 successors, their departments and agencies, and their past or present agents,
7 employees, and contractors.
- 8 G. "Settled Claims" means all claims for declaratory or injunctive relief that were
9 brought on behalf of Class Members based on the facts and circumstances alleged
10 in the Complaint and First Supplemental Complaint including but not limited to
11 claims that the telephone access afforded Class Members while in ICE custody
12 violated Class Members' statutory rights and privileges under the Immigration and
13 Nationality Act, 8 U.S.C. § 1101 *et seq.*, including access to counsel and their right
14 to present evidence in certain immigration proceedings; their rights to due process
15 under the Fifth Amendment to the U.S. Constitution; and their rights to petition the
16 government for redress of grievances under the First Amendment to the U.S.
17 Constitution.
- 18 H. "Settlement" means the settlement provided for in this Agreement.
- 19 I. "Contra Costa" means West County Detention Facility in Contra Costa County,
20 California.
- 21 J. "Yuba" means Yuba County Jail in Yuba County, California.
- 22 K. "RCCC" means Rio Cosumnes Correctional Center in Sacramento County,
23 California.
- 24 L. "Mesa Verde" means Mesa Verde Detention Facility in Kern County, California.
- 25 M. "Facilities" means Contra Costa, Yuba, RCCC, and Mesa Verde.
- 26 N. "Housing Unit Phones" means the telephones located in or near housing units at the
27 Facilities that Class Members may utilize for both Legal Calls and other telephone
28 calls.
- O. "Phone Rooms" means the telephone-equipped enclosed rooms at Yuba, Contra
Costa, and Mesa Verde and the enclosed space ICE will add at RCCC to provide
free, direct, and non-monitored telephones for the Plaintiff Class.
- P. "Legal Calls" means calls to attorneys and calls to third parties to facilitate the
gathering of evidence and obtaining legal advice and representation related to the
class member's immigration case. Such third parties include but are not limited to:
government agencies, courts, employers, businesses, organizations, and friends and

family members who may be testifying as witnesses, writing letters of support, and/or assisting the class member to find an attorney or obtain evidence.

- Q. “Attorney Legal Call” means a Legal Call to an attorney regarding prospective, current, or past representation or for legal consultation. An Attorney Legal Call shall not require the attorney to have a G-28 on file for the detainee.
- R. “Non-Attorney Legal Call” means any Legal Call other than an Attorney Legal Call.
- S. “Positive Acceptance” means the requirement that for a telephone call to connect, the recipient must listen to a recorded message and take an affirmative step, typically pressing a particular key, to accept the call.
- T. “Attorneys Performing Pro Bono Work” means any attorney who performs pro bono work as a part of their practice, and not just attorneys who exclusively perform pro bono work.
- U. “Government Agencies and Offices” means federal, state, or local governmental agencies and offices that may facilitate the gathering of evidence for immigration-related proceedings and includes the following types of entities: California state courts, U.S. District Courts in California, the Ninth Circuit Court of Appeals, Federal and State Public Defender offices in California, major California Police, Sheriff, District Attorney, and Probation Departments, and northern California rehabilitation programs.
- V. “Indigent Class Members” means Class Members who have had \$15 or less on their commissary accounts for the previous ten days.
- W. “Lockdown” means a restriction to cells or bunks during waking hours in response to a specific security incident; it does not include routine “free time” limitations at Contra Costa.
- X. “Free Call” and “Free Calling” mean calls and calling where the call takes place at no cost to the caller and the recipient.
- Y. “ICE DTS Provider Pro Bono Platform” means the Pro Bono Platform provided by ICE’s Detainee Telephone Service (“DTS”) Provider pursuant to a contract between ICE and the ICE DTS Provider. The current ICE DTS Provider is Talton Communications, Inc.

II. RELEASE: SCOPE AND EFFECT OF RELEASE

- A. As of the Effective Date, the Plaintiffs and the Class Members, on behalf of themselves, their heirs, executors, administrators, representatives, attorneys, successors, assigns, agents, affiliates, and partners, and any persons they represent,

1 by operation of any final judgment entered by the Court, fully, finally, and forever
2 release, relinquish, and discharge the Defendants of and from any and all of the
3 Settled Claims. The foregoing release includes all claims for injunctive or
4 declaratory relief, whether known or unknown, that could have been brought on
behalf of Class Members at any time prior to the Effective Date. This Release shall
not apply to claims that arise or accrue after the termination of this Agreement.

- 5 B. Defendants agree and acknowledge that this Agreement, and specifically this
6 release, shall not impact any individual Class Member's (other than the named
7 Plaintiffs') ability to bring a claim for monetary damages in his or her individual
8 capacity arising from or related to injury suffered as a result of limitations or denial
9 of telephone access while in ICE custody. Defendants also agree and acknowledge
10 that this Agreement, and specifically this release, shall not impact any individual
11 Class Member's (other than the named Plaintiffs') ability to argue (whether on a
12 Petition for Review, motion to reopen, or other appeal, application, request for
review of petition to modify such class member's order of removal or other
immigration order) that limitations on telephone access in ICE custody affected
such individual Class Member's immigration proceedings.

13 **III. TELEPHONE ACCESS IN THE FACILITIES**

14 **A. Adding Free and Private Numbers to Housing Unit Phones**

- 15 1. At Contra Costa, Yuba, and RCCC, the telephone numbers for certain
16 Government Agencies and Offices and Attorneys Performing Pro Bono Work
17 (as further identified in Paragraphs A.4 and A.5 below) shall be added to Free
18 Call telephone platforms that enable Class Members to make Free Calls to
these numbers from Housing Unit Phones without Positive Acceptance and
without being recorded or monitored.
- 19 2. At Mesa Verde, the telephone numbers for certain Government Agencies and
20 Offices and Attorneys Performing Pro Bono Work (as further identified in
21 Paragraphs A.4 and A.5 below) shall be added to a database of telephone
22 numbers that shall connect from the Mesa Verde Housing Unit Phones
without Positive Acceptance and without being recorded or monitored. If
23 technologically feasible, such numbers will also be Free Calls from the Mesa
Verde Housing Unit Phones.
- 24 3. In addition to the Free Call platforms described in paragraphs A.1 and A.2,
25 each of the Facilities shall enable Housing Unit Phones to make paid calls to
26 attorney telephone numbers without Positive Acceptance and without being
27 recorded or monitored. The attorney numbers shall be identified through the
28 process described in paragraphs A.5, 6, 7 and 8.

- 1 4. Plaintiffs shall provide lists of Government Agencies and Offices and
2 Defendants shall ensure their inclusion on the Free Call platforms and
3 database described in paragraphs A.1 and 2 above. Plaintiffs shall specify no
4 more than 10 rehabilitation centers for inclusion on each Facility's platform or
5 database.
- 6 5. Attorneys may request that their phone numbers be added to the platforms and
7 databases described in Paragraphs A.1, A.2, or A.3 by emailing the number
8 and specific request to an email drop box to be provided by ICE. If an attorney
9 requests to be added to the Free Call platforms, the attorney's telephone
10 number shall be added to the platforms described in A.1 and A.2 if s/he is an
11 Attorney Performing Pro Bono Work. If an attorney requests to be added to
12 the no-Positive-Acceptance databases, the attorney's telephone number shall
13 be added to the databases described in A.3 regardless of whether s/he is an
14 Attorney Performing Pro Bono Work.
- 15 6. Attorneys may request that their phone numbers be removed from the
16 platforms and databases described in Paragraphs A.1, A.2, or A.3 by emailing
17 the specific request to the same email drop box to be provided by ICE.
- 18 7. The parties will work together to develop a notice to immigration attorneys
19 practicing in the San Francisco Immigration Court to allow them to be added
20 to the Free Call platforms and/or database of numbers not subject to Positive
21 Acceptance and recording and/or monitoring. Class Counsel will reach out to
22 organizations including American Immigration Lawyers Association, National
23 Lawyers Guild, and/or Federal Bar Association to request use of their email
24 listservs for this purpose
- 25 8. Class Members may submit attorney names and telephone numbers to ICE for
26 addition to the platforms and databases described in paragraphs A.1, 2, and 3.
27 If the attorney identified by the Class Member confirms that s/he wishes to be
28 added, ICE shall add the attorney's telephone number to the platforms and
29 databases described in paragraph A.1 and A.2 (provided the attorney accepts
30 some pro bono immigration cases), or to the database described in paragraph
31 A.3
- 32 9. Platforms and databases described in A.1, A.2, and A.3 shall be updated
33 regularly, and no less than once a week, in response to requests under
34 paragraphs A.5, 6, 7, and 8.
- 35 10. Platforms and databases described in A.1, 2, and 3 shall be able to connect to
36 the telephone numbers for attorneys, Government Agencies and Offices
37 regardless of whether the numbers are toll-free or regular area code numbers.

1 B. Extending and Eliminating Automatic Cut-Offs

- 2 1. ICE shall ensure that at Yuba and RCCC, Housing Unit Phone automatic cut-
- 3 offs are extended to 40 minutes.
- 4 2. ICE shall extend the automatic cut-off of the ICE DTS Provider Pro Bono
- 5 Platform calls to 60 minutes.
- 6 3. ICE shall ensure that the automatic cut-off of 20 minutes in the Yuba Phone
- 7 Room is eliminated.
- 8 4. ICE reserves the right to impose time limits to facilitate equitable access based
- 9 on demonstrated need in individual circumstances. Such time limits shall not
- 10 be shorter than 20 minutes per call.

11 C. Installing Phone Booths in Housing Units

- 12 1. Subject to Paragraphs C.2 and C.3, ICE shall install phone booths in the
- 13 common areas of the housing units where ICE detainees are held at each
- 14 facility. Where a housing unit has no common area, a phone booth will be
- 15 installed for Class Member use in a conveniently accessible location. A
- 16 rendering of the specifications and measurements of the type of proposed
- 17 phone booths is included as Exhibit A to this Agreement.
- 18 2. The phone booths shall provide sufficient privacy so that Legal Calls cannot
- 19 be overheard by officers, facility staff, or other detainees. This privacy shall
- 20 be afforded primarily by the physical characteristics of the booths and
- 21 augmented by their placement within the housing units.
- 22 3. The ability of other detainees or staff to overhear muffled sounds without
- 23 sufficient clarity to discern the caller's words or language does not render the
- 24 call capable of being "overheard" for purposes of this Agreement.
- 25 4. ICE shall provide 40 phone booths, distributed as needed to provide equitable
- 26 access to Class Members in each Facility.
- 27 5. ICE shall instruct the Facilities that, in periods of high demand, Class
- 28 Members should have priority for use of the phone booths.
- 29 6. Class members shall be permitted to access the phone booths at any time
- 30 during each individual Facility's waking hours (other than during count or
- 31 lockdowns), subject to the provisions in the "Physical Access to the Housing
- 32 Unit Phones" section, below.

33 D. Physical Access to Housing Unit Phones

- 34 1. Access to housing unit phones, including phone booths, shall be during
- 35 waking hours (other than during count or lockdowns), which is anytime other
- 36 than "lights out" at all four Facilities.
- 37 2. Class Members who want to use a phone booth but who are housed in areas
- 38 where they are unable to access a phone booth without staff intervention

(including but not limited to segregation, subject to paragraph D.3 below) shall receive access to a phone booth (or other private area, as appropriate) within two waking hours of making a request. If the request is made at or before 3:00 p.m., the Class Member shall receive access to a phone booth or other private area within business hours on the day of the request. Further delays may be justified by a lockdown of unusual length or other extraordinary circumstances, but shall in all cases be documented and reported to ICE. Each Facility shall establish a process for such class members to notify the facilitator as needed to assist with calls. In some instances, the housing unit officer will contact the facilitator rather than having the Class Member directly contact the facilitator.

3. The above requirements apply fully to Class Members in segregation for administrative reasons. However, if a Class Member is in segregation for disciplinary reasons and restrictions have been properly imposed on that Class Member's general telephone calling privileges as part of the disciplinary process, the above requirements regarding access to phone booths or other private areas shall apply only to calls for personal or family emergencies, Legal Calls, or otherwise justified by a compelling need.

E. Phone Rooms

1. ICE and the Facilities shall provide one or more Phone Rooms for Legal Calls, including both Attorney Legal Calls and Non-Attorney Legal Calls, at each Facility. A class member may request an Attorney Legal Call from the Phone Room without first utilizing the Housing Unit Phones for particularly sensitive or lengthy legal consultations. To make a Non-Attorney Legal Call from the Phone Room, however, Class Members must first try to contact the intended call recipient from the Housing Unit Phones and be unsuccessful.
2. With respect to RCCC, the Phone Room(s) provided may consist of an enclosed room or another enclosed space (which may be a phone booth with seating or another type of enclosed space located in the RCCC law library). This shall ensure that Class Members can make free, direct, unrecorded and unmonitored phone calls without being overhead by officers, other Facility staff, or other Class Members or inmates of the Facility.
3. To accommodate interim Legal Call access at Contra Costa, whose system currently will not allow the suspension of Positive Acceptance for paid calls from housing unit phones and phone booths, ICE shall provide additional Phone Room access. This requirement can be met by providing private telephones without Positive Acceptance, such as phone booths equipped with the same telephone systems as the telephones in the Phone Rooms either in

the housing units or elsewhere in the Facility, as long as access to those telephones complies with the other provisions of this section.

4. ICE shall ensure that Class Members can use at least one of the telephones in the Yuba Phone Room without being overheard by officers, other staff, or other detainees. Options include changing Yuba's policy to limit use of the Phone Room to one person at a time and installing a phone booth within the Phone Room for one or both of the existing phones. Yuba Phone Room phones shall not include a Positive Acceptance feature or automated outgoing message.
5. Requests for Legal Calls will ordinarily be accommodated within eight facility waking hours and shall be accommodated within 24 hours. Further delays may be justified by extraordinary circumstances, but shall in all cases be documented and reported to ICE.
6. Phone Room calls shall be scheduled for 30 minutes unless a detainee specifies on his/her request form that a longer call will be needed. Facilities shall accommodate requests for calls longer than 30 minutes. ICE reserves the right to impose time limits on Phone Rooms in periods of high demand to facilitate equal access for all detainees, consistent with the other terms of this Agreement. Such time limits shall not be shorter than 20 minutes per call.
7. Each Facility shall modify its current request form for Class Members to request access to Facility Phone Rooms as follows: The form shall include a statement that Phone Room calls will be limited to 30 minutes unless the Class Member indicates that a longer call is required, a space for class members to request a particular time for Phone Room access and to indicate if more than 30 minutes will be needed, and spaces for Class Members to provide the name of the individual, agency or organization the Class Member seeks to contact and the telephone number the Class Member wishes to call.
8. Attorneys may request to schedule a Legal Call in a Phone Room through the on-site facilitators at each Facility or other Facility staff. Such requests shall be granted within the same time limits that apply to Class Member requests for Phone Room access as set forth in Paragraph E.5 above. Further delays may be justified by extraordinary circumstances, but shall in all cases be documented and reported to ICE.
9. The Facilities' advance vetting and scheduling of call requests shall be performed as follows:
 - i. Advance vetting shall be limited to internet searches. Facilities shall not directly contact the individual/entity sought to be contacted in advance of the call, except to contact an attorney who requests to schedule a call with a Class Member.

1 ii. If an attorney requests to schedule a call with a Class Member, the
2 Facilities shall coordinate with the attorney to schedule the call. For
3 other calls, Facilities do not have to coordinate advance scheduling
4 with call recipients. The Facilities shall, however, honor reasonable
5 written requests for specific times for phone room calls (*e.g.*, detainee
6 asks to make call after 3:30, when witness finishes work shift) when
7 made with sufficient advance notice.

8 10. Facilities may do on-the-spot vetting in the presence of the Class Member
9 caller to verify the call recipient and to confirm that the recipient is willing to
10 take the call. The officer shall not reveal Class Members' custody status or
11 location as part of the vetting.

12 11. If there is no answer, Class Members shall be permitted to leave voicemail
13 messages from Phone Room phones. If the call recipient has an automated
14 voicemail tree, Class Members shall be permitted to navigate that system to
15 reach their intended call recipient, including making additional attempts if
16 they are unsuccessful in their navigation of the system the first time.

17 12. Should requests for access to the Phone Rooms overwhelm availability, ICE
18 may charge a non-indigent Class Member a nominal fee for Phone Room use
19 to call recipients that are not on the Free Call platforms or database described
20 in paragraphs A.1 and A.2. Such fees shall not exceed the rates charged to
21 ICE by the then-existing ICE DTS provider, nor shall they exceed then-
22 applicable FCC guidance regulating inmate telephone services.

23 F. Messaging

- 24 1. At a minimum, ICE shall continue to provide the same messaging services at
25 Mesa Verde as are currently in existence.
26 2. RCCC, Yuba, and Contra Costa shall deliver legally-related messages, which
27 will not be confidential and may be primarily through an email-based system,
28 within 24 hours.
29 3. Emergency messages and urgent attorney messages shall be delivered as soon
30 as possible, but in no case more than six Facility waking hours after receipt.

31 G. On-Site Facilitators

- 32 1. ICE and/or the Facilities shall designate one or more telephone access
33 facilitators ("on-site facilitators") for each Facility. There shall be one
34 facilitator on duty at each Facility Monday-Friday during normal business
35 hours. A back-up on-site facilitator shall be trained and Phone Room access
36 shall be provided by other Facility staff as needed to accommodate calls
37 within Facility waking hours that are outside of normal business hours.
38 2. The on-site facilitator's primary duties shall be to ensure that class members
39 have adequate access to Legal Calls consistent with the requirements of this

Agreement, including calls from the Housing Unit Phones, phone booth phones, and Phone Room phones.

3. The individuals who act as on-site facilitators may be assigned to limited other duties as long as such duties do not prevent the facilitators from facilitating class members' requests for Legal Calls in a timely manner.

H. Accommodations for Indigent Class Members

1. ICE shall provide accommodations for free Legal Calls to Indigent Class Members.
2. Indigence shall be determined at the time of the initial call request, and each subsequent request for additional time.
3. ICE shall provide accommodations to Indigent Class Members by either allowing extra access to Phone Rooms or by providing phone credit for Housing Unit Phones. Such phone credit shall be provided in amounts of at least 30 minutes per request.

I. International Calling

1. ICE shall provide international call access for Legal Calls to Class Members, during Facility waking hours, with advance notice and as set forth below.
2. If possible, international calling for Legal Calls will be made available through a Facility Phone Room in accordance with the procedures for accessing the Facility Phone Room in Section III.E.
3. If possible, free international calling for Legal Calls for Indigent Class Members will be made available in accordance with the procedures for Accommodations for Indigent Class Members in Section III.H.
4. If international calling for Legal Calls is not available through the Housing Unit Phones or Facility Phone Rooms in accordance with the above procedures, ICE shall accommodate requests for international Legal Calls in the Facility through other means. This may include providing a cell phone enabled with international calling through visiting ICE agents. If such other means are required, ICE will accommodate requests for international Legal Calls within no more than 72 hours of the request and will allow Indigent Class Members access to free international Legal Calls through these alternate means.
5. On the rare occasion that a Class Member presents a compelling need for international Legal Call access outside of facility waking hours (e.g. to contact a business or agency within country business hours that do not overlap with facility waking hours), ICE shall make reasonable accommodations to facilitate the Class Member's timely communication with that entity.

J. Three Way Calling

1. Upon request based upon a stated need, such as needing an interpreter to join a call, ICE shall facilitate three-way calls in the Facility where the detainee is housed or at the nearest ICE field office. ICE shall attempt to accommodate such calls at the Facility, if possible, before transporting a Class Member to the field office for such a call.

K. Notice to Plaintiff Class Members of Telephone Options

1. ICE and the Facilities shall ensure that Class Members are informed that they must contact an ICE officer or a Facility staff member (such as the on-site facilitator or the housing unit officer) if they have difficulty making a Legal Call.
2. An instruction sheet shall be printed and posted in at least English and Spanish, explaining all telephone access options, how to use the telephones and platforms available to ICE detainees, and how to make additional requests for telephone access, in clear, step-by-step instructions. The instruction sheet shall be posted in English and Spanish near the Facility phones. ICE and the Facilities shall instruct their officers to show the instruction sheet to any Class Member who requests assistance with making phone calls and explain its provisions.
3. Plaintiffs agree to produce a video that conforms to Americans with Disabilities Act standards, with content and format to be approved by ICE, to explain telephone access options available to Class Members. This video shall be shown regularly in the Facilities, such that newly-admitted Class Members are generally shown the video within one week of arrival.

L. Accommodations for Language Minorities

1. Facilities shall, if local resources are not adequate or available, use a language line to provide interpretation of telephone materials and instructions upon the request of any Class Member who is unable to read English or Spanish, not to include a full translation of the detainee handbook.
2. ICE shall post a notice near the Housing Unit Phones in the Facilities in the ten written languages most commonly used by respondents in the San Francisco Immigration Court, instructing individuals to ask the facilitator or housing unit officer for interpretation of telephone access instructions and assistance accessing telephones. The speed dial code for the ACLU of Northern California shall be included on this notice as a resource for reporting problems obtaining telephone access.
3. Class members attempting to call individuals who do not speak English and do not understand the prompts to accept a call from the Facility shall be

provided access to Phone Room calls in accordance with the Phone Room request process described in Section III.E.

IV. IMPLEMENTATION AND OVERSIGHT

A. Contracts with Facilities

1. The terms of this Agreement that describe requirements to be fulfilled by Facilities alone or in conjunction with ICE shall be specified in contracts between ICE and the Facilities.
2. ICE shall complete the contracting process and implement the requirements of the Agreement within one year of the Agreement's Effective Date. However, to the extent compliance with a particular requirement of the Agreement is impracticable (as that term is defined under federal common law), Defendants' failure to implement that requirement will not be a violation of the Agreement.
3. Within 30 days of determining it will not complete a contract with a Facility and at least 60 days prior to transferring class members from that Facility, in anticipation of contract cancellation, Defendants shall notify Class Counsel and the Parties shall meet and confer to provide adequate telephone access to the affected Class Members in the counties covered by this Agreement, possibly to include modifying the Agreement. If the Parties are unable to reach agreement, they shall refer the dispute to this Agreement's alternative dispute resolution process under the terms of the existing Agreement.

B. Compliance with contract terms shall be monitored by ICE Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative (COTR), as well as by other ICE personnel visiting the facilities, who will report compliance/non-compliance to the COR/COTR. Failure to meet Settlement terms by the Facilities shall be treated as a contract deficiency and addressed through the cure process used by CORs/COTRs.

C. ICE shall require training of all local ICE personnel with duties related to detention management and oversight as well as Facility staff whose duties include supervising detainees or responsibilities related to detainee phone access in the Facilities. This training shall include the requirements of this Agreement, applicable ICE detention standards for telephone access, and the policies and procedures for implementation of this Agreement at the Facility/ies relevant to the particular individuals being trained.

D. Within 180 days of the Agreement's Effective Date, ICE shall modify forms used during weekly Facility Liaison Visits and the annual ERO Detention Management Division (G324A) audit (currently carried out by the Nakamoto Group, Inc.) to evaluate compliance with each of the following:

1. When a detainee requests a direct or free Legal Call to an attorney, court, or government agency or demonstrates a compelling need for other direct

or free calls, access is granted within 24 hours of the request and ordinarily within 8 facility waking hours. Further delays may be justified by extraordinary circumstances.

2. The facility documents and reports to ICE/ERO any delays in responding to requests for free or direct Legal Calls beyond 8 facility waking hours.
3. Detainees are provided private settings for Legal Calls such that calls cannot be overheard by officers, other staff, or other detainees.
4. The facility has a system for taking and delivering telephone messages to detainees, including but not limited to attorney messages, other messages related to a detainee's legal case, and emergency messages, and ensures the timeliness of such message delivery.
5. The facility provides translation and interpretation services to detainees who are unable to read written telephone access rules in the languages provided.
6. Detainees in segregation or other environments with limited physical access to telephones have reasonable and equitable access to telephones during waking hours (i.e., they can request telephone calls and receive them in a timely manner).

V. ENFORCEMENT AND MONITORING

- A. Plaintiffs' counsel shall be provided with the following records within 45 days of the Agreement's Effective Date or 45 days of finalizing the particular record, whichever is later, to the extent such records are or were created after November 19, 2015, through the termination of this Agreement:
1. Amendments/modifications that relate to telephone access or other issues outlined in this Agreement to Facility contracts to which ICE is a party or authorized rider for Mesa Verde, RCCC, Contra Costa, and Yuba;
 2. Amendments, modifications, or new contracts for ICE Detainee Telephone Service to the extent they are implemented at Mesa Verde (i.e., the contract currently held by Talton);
 3. Any new contract for the Contra Costa jail account/phone management system, once awarded;
 4. Any changes to Facility policies related to telephone access;
 5. Any modified templates or forms of internal compliance instruments, worksheets, inspection reports, and similar documents that relate to telephone standards, telephone access, and/or the terms of this Agreement; and
 6. Any revised orientation materials related to telephone access (unless Plaintiffs are involved in drafting orientation materials and therefore already have copies of the final orientation materials).

- 1 B. To the extent class members are relocated to different facilities within Contra Costa,
2 Yuba, Sacramento or Kern County for more than 10 days, ICE shall meet and confer
3 with Class Counsel to agree upon facility-specific provisions that may be necessary to
4 effectuate the intent of this Agreement at the different facility.
- 5 C. During the terms of this Agreement, Class Counsel shall be provided with the
6 following records:
7 1. Any Contract Discrepancy Reports (CDR) issued by the COTR to one of the
8 four detention service providers concerning a facility's failure to correct a
9 deficiency related to a provision of this Agreement.
10 2. The annual inspection report for telephone access by February 15th of the
11 calendar year following the inspection of each Facility.
12 3. Records reflecting notifications from the Facilities to ICE of the Facilities'
13 failure to accommodate a request for Phone Room access within 24 hours or
14 phone booth access within 2 hours.
- 15 D. In addition, on request, Class Counsel shall be provided with the following
16 documents covering a specified future month from a specified facility selected by
17 Class Counsel, not to exceed six selections a year:
18 1. Detainee kites and grievances to ICE relating to telephone access (including
19 responses); and
20 2. Weekly Telephone Serviceability Worksheets regarding that Facility.
- 21 E. ICE shall continue to conduct internal testing of Housing Unit Phones in accordance
22 with its current telephone serviceability report procedures and any changes that are
23 adopted pursuant to section IV.D of this Agreement.
- 24 F. ICE shall permit Class Counsel, with reasonable advance notice, to conduct
25 interviews with Class Members once per year per Facility. ICE shall ensure that
26 Facilities accommodate these interviews by providing Class Members a convenient
27 way to indicate their interest in participating in the interviews and facilitating group
28 or individual meetings between Class Counsel and willing Class Member
participants. These interviews are in addition to, not a substitute for, any interviews
that Class Counsel may schedule using each Facility's normal attorney meeting
procedures.

23 VI. DISPUTE RESOLUTION PROCEDURES; CONTINUING JURISDICTION

- 24 A. The Court shall retain jurisdiction to supervise the implementation of this
25 Agreement and to enforce its terms, and the terms of this Agreement shall be
26 incorporated into the Order of the Court approving the Agreement.
- 27 B. The parties agree that the Court will not be asked to exercise jurisdiction to
28 supervise the implementation of this Agreement or to enforce its terms until
exhaustion of the following dispute resolution process:

Settlement Agreement and Release-16

1. Should Class Counsel believe in good faith that Defendants are engaging in a pattern or practice of non-compliance with requirements of this Agreement at a specific Facility or Facilities, Class Counsel shall promptly notify counsel for Defendants, in writing, of the specific grounds upon which non-compliance is alleged. If Class Counsel so request after providing notice of noncompliance with respect to a specific Facility, Defendants shall commence retention within three business days (72 hours, not including weekends and holidays) of the detainee kites and grievances to ICE from that Facility regarding telephone access, and the detainee kites and grievances to that Facility regarding telephone access, including Class Member requests contemplated under Section III of this Agreement. Document retention shall continue for fourteen (14) days. Defendants' counsel shall forward the documents to Class Counsel after a reasonable period of internal processing, not to exceed five business days, not including weekends and holidays, after the end of the 14-day retention period.
2. Within thirty (30) calendar days after receipt of the notice from Class Counsel, counsel for Defendants shall notify Class Counsel of Defendants' position and any action it has taken or intends to take in connection therewith. The parties shall negotiate in good faith in an effort to resolve any remaining disputes. The parties agree that this negotiation period will be considered exhausted if the parties jointly determine that negotiations have reached an impasse, or if either party invokes the formal meet-and-confer process under paragraph 3 of Section VI.B. of the Agreement.
3. If any dispute cannot be resolved informally under paragraphs 1 or 2 of Section VI.B. of the Agreement, counsel for either party may notify counsel for the opposing party by letter and request that counsel meet and confer. The parties shall meet within ten (10) calendar days of such notice in an attempt to arrive at an amicable resolution of the dispute.
4. The parties may refer any unresolved dispute to Magistrate Judge Ryu for mediation. If Magistrate Judge Ryu is no longer available or does not consent to serve as mediator, the parties may refer the unresolved dispute to another magistrate judge in the Northern District of California for mediation, if the parties mutually agree on the mediator and such mediator consents. If the dispute has not been resolved through mediation within 14 days, counsel may mutually agree to continue mediation or counsel may seek to enforce the Agreement through a motion in district court. Additionally, if the parties cannot agree on a mediator, if no mutually-agreed-on mediator consents, or if

the parties mutually agree to bypass mediation, counsel may seek to enforce the Agreement through a motion in district court.

5. If the parties do not reach resolution under the procedures of Paragraphs 1-4 of Section VI.B. of the Agreement, either party may then file a motion requesting that the district court resolve the dispute.

6. The parties agree that the mediation process described in Section VI.B of the Agreement shall be conducted confidentially and that no public disclosure shall be made regarding the mediation process at any time before, during, or after the mediation process, except that the final result of the mediation may be disclosed. All documents and information disclosed by either party during the mediation process shall not be admissible in any judicial proceeding. All statements or conclusions of the mediator shall not be admissible in any subsequent judicial proceeding.

C. The parties agree that any action or proceeding to enforce the terms of this Agreement shall be brought exclusively in the United States District Court for the Northern District of California. The Court in this proceeding shall have the power to award such relief and issue such judgments as the Court deems proper and appropriate.

VII. TERMS OF ORDER FOR NOTICE, HEARING AND FINAL JUDGMENT

A. Concurrently with their filing of this Agreement, Class Counsel shall apply to the Court for Preliminary Approval of the Settlement provided for in this Agreement and entry of a Preliminary Approval Order. Such Preliminary Approval will seek approval of a Notice to the Class substantially in the form appended hereto as Exhibit B, as well as a finding that the following satisfies the publication requirements of Rule 23 of the Federal Rules of Civil Procedure: Within ten (10) business days of the date of the Preliminary Approval, (i) posting the Notice to the Class and this Settlement Agreement in appropriate places on the ICE public website; (ii) providing the Notice to the Class and this Agreement to immigration attorneys in the San Francisco Bay Area through the local American Immigration Lawyers' Association and National Lawyers Guild listservs; (iii) providing the Notice to the Class and this Agreement in appropriate places on the website of the ACLU of Northern California; (iv) posting the Notice to the Class in all housing units in the Facilities where Class Members are housed, in an area prominently visible to immigration detainees; and (v) providing individual copies of the Notice to the Class to any Class Members who are housed in segregation, medical, holding, or other specialized units with restricted access to common areas during

Facility waking hours. The Notice to the Class and this Agreement shall remain posted, and shall be maintained or replaced with new copies as needed, until the Court issues an order finally approving or rejecting the Settlement. Class Counsel shall be responsible for meeting the notice requirements listed in (ii)-(iii) above and ensuring maintenance of such notice, and Defendant ICE shall be responsible for meeting the notice requirements listed in (i), (iv) and (v) above and ensuring maintenance of such notice. The parties shall request that Class Members be provided at least forty-five (45) days to submit objections to the Court after the Notice to the Class is posted and distributed.

- B. If the Settlement contemplated by this Agreement is approved by the Court, counsel for the parties shall request that the Court enter a Final Judgment substantially in the form appended hereto as Exhibit C.
- C. Within ten (10) business days following the Effective Date of Settlement, ICE shall provide the Notice of Final Settlement substantially in the form appended hereto as Exhibit D by posting it in all housing units in the Facilities where Class Members are housed, in an area prominently visible to immigration detainees, as well as providing individual copies of the Notice to the Class to any Class Members who are housed in segregation, medical, holding, or other specialized units with restricted access to common areas during facility waking hours. The Notice of Final Settlement shall remain posted, and shall be maintained or replaced with new copies as needed, until the obligations of this Agreement are terminated.
- D. ICE shall post a Spanish language translation of both the Preliminary Notice and the Final Notice to the Class. Should Class Counsel provide to ICE translations in other languages, ICE shall post a notice informing Class Members that such translations are available. Class Counsel shall provide such notices in sufficient time to allow ICE to meet the posting requirements in Sections VII.A and C. of the Agreement.

VIII. EFFECTIVE DATE OF SETTLEMENT; TERMINATION

- A. The Effective Date of this Agreement shall be the date when all of the following shall have occurred: (a) entry of the Preliminary Approval Order; (b) approval by the Court of this Agreement, following notice to the Class and a fairness hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and (c) entry by the Court of Final Judgment, in all material respects in the form appended hereto as Exhibit C.

- 1 B. In the event that the Court does not approve the Agreement, or the Court's approval
2 of the Agreement or the Final Judgment is reversed, vacated, or terminated on
3 appeal, the parties' good-faith adherence to the terms of this Agreement prior to
4 said reversal, vacatur, or termination shall not be considered unlawful.
- 5 C. This Agreement is subject to and contingent upon Court approval under Rule 23(e)
6 of the Federal Rules of Civil Procedure. Defendants' Counsel and Class Counsel
7 shall have the right to terminate this Agreement by providing written notice of their
8 election to do so ("Termination Notice") to all other parties hereto within thirty
9 (30) days of (a) the Court's declining to enter the Preliminary Approval Order or
10 modifying that Preliminary Approval Order in any material respect; (b) the Court's
11 declining to approve the Settlement embodied in this Agreement or any material
12 part of it; (c) the Court's declining to enter the Final Judgment or modifying the
13 Final Judgment in any material respect; or (d) the Court of Appeals or the United
14 States Supreme Court's reversing, vacating, or modifying in any material way the
15 Final Judgment.
- 16 E. Except as otherwise provided herein, in the event the Settlement is terminated or
17 modified in any material respect or fails to become effective for any reason, then
18 the Settlement shall be without prejudice and none of its terms shall be effective or
19 enforceable; the parties to this Agreement shall be deemed to have reverted to their
20 respective status in the Action as of the date and time immediately prior to the
21 execution of this Agreement; and except as otherwise expressly provided, the
22 parties shall proceed in all respects as if this Agreement and any related orders had
23 not been entered. In the event the Settlement is terminated or modified in any
24 material respect, the parties shall be deemed not to have waived, not to have
25 modified, or not be estopped from asserting any additional defenses or arguments
26 available to them.

27 **IX. TERMINATION OF OBLIGATIONS**

28 Unless earlier terminated by operation of Section VIII, the obligations of this Agreement shall
terminate within five (5) years of the Effective Date.

X. NO ADMISSION OF WRONGDOING

- A. This Agreement, whether or not executed, and any proceedings taken pursuant to it:
1. shall not be construed to waive, reduce, or otherwise diminish the authority of
the Defendants to enforce the laws of the United States against Class Members,

consistent with the Constitution and laws of the United States, and applicable regulations;

2. shall not be offered or received against the Defendants as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any of the Defendants of the truth of any fact alleged by the Plaintiffs or the validity of any claim that had been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action, or of any liability, negligence, fault, or wrongdoing of the Defendants; or any admission by the Defendants of any violations of, or failure to comply with, the Constitution, laws or regulations; and
3. shall not be offered or received against the Defendants as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing, nor shall it create any substantive rights or causes of action against any of the parties to this Agreement, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, Defendants may refer to it and rely upon it to effectuate the liability protection granted them hereunder.

XI. ATTORNEYS' FEES

As set forth below, within 65 days of the Effective Date, Defendants shall pay to Class Counsel the sum of \$ 405,000 to settle and resolve Plaintiffs' claims to attorneys' fees and costs, if such award is approved by the Court.

- A. The parties agree to the "Attorneys' Fee Settlement Amount" of \$405,000, to avoid further litigation and costs associated litigating a fee and cost request and to avoid the risks attendant to such proceedings. Plaintiffs shall file a motion for fees under Fed. R. Civ. P. 23(h) and 54(d)(2)).
- B. Defendants agree not to oppose a motion seeking a fee award of \$405,000 or less.
- C. If for any reason the Court awards an amount in excess of \$405,000, Plaintiffs and Class Counsel expressly disclaim any and all right to collect the amount that exceeds \$405,000 from any person or entity, and agree, upon demand, to execute a release of any person's or entity's obligation to pay such sums. In the event the Court awards Class Counsel less than \$405,000, this Settlement Agreement shall

1 remain in full force and effect. Nothing in this Agreement waives or prevents
2 Plaintiffs and Class Counsel from appealing an award of less than \$405,000.

- 3 D. Subject to the foregoing provisions, Defendants shall deliver the Attorneys' Fee
4 Settlement Amount to Class Counsel by direct wire transfer into Class Counsel's
5 designated account. Class Counsel shall provide to Defendants all information
6 necessary to accomplish the direct wire transfer into that account within five days
7 of the Effective Date. Plaintiffs and Class Counsel acknowledge that payment of the
8 Attorneys' Fee Settlement Amount by Defendants or any of them in accordance
9 with the wire instructions shall resolve all of Defendants' liability for such amount.
- 10 E. Class Counsel shall be fully responsible for the allocation and payment of the
11 Attorneys' Fee Settlement Amount among themselves.
- 12 F. Defendants' payment of the Attorneys' Fee Settlement Amount shall satisfy any
13 claims by Plaintiffs' Counsel and/or Class Counsel for attorney fees and costs
14 related to and for the Action, including any fees and costs that may be incurred by
15 Plaintiffs' Counsel and/or Class Counsel in the course of monitoring the
16 implementation of this Agreement (except as set forth in Paragraph G). Plaintiffs,
17 Plaintiffs' Counsel, and Class Counsel, and their heirs, executors, administrators,
18 representatives, attorneys, predecessors, successors, assigns, agents, affiliates, and
19 partners, and any persons they represent, by operation of any final judgment entered
20 by the Court, fully, finally, and forever release, relinquish, and discharge the
21 Defendants of and from any and all claims for attorney fees and costs related to and
22 for the Action, including any fees and costs that may be incurred in the course of
23 monitoring the implementation of this Agreement (except as set forth in Paragraph
24 G).
- 25 G. In the event that Class Counsel seek to enforce the terms of the Agreement pursuant
26 to Section VI.C., nothing in this Agreement shall be interpreted as precluding
27 Plaintiffs from seeking attorneys' fees and costs solely for such enforcement action.
- 28 H. If either party terminates the Agreement under Section VIII.C because the Court of
Appeals or the United States Supreme Court reversed, vacated, or modified in any
material way the Final Judgment after the Effective Date, Plaintiffs agree that Class
Counsel shall return the Attorneys' Fee Settlement Amount, plus any interest
earned, to Defendants upon final resolution of the appeal. Final resolution of the
appeal occurs when all appellate remedies, including petitions for rehearing,
petitions for rehearing *en banc*, and petitions for certiorari or any other form of
review, have been finally disposed of in a manner that allows for termination of the
Agreement.

XII. ADDITIONAL PROVISIONS

- A. This Agreement, and the obligations incurred herein, shall be in full and final disposition of the Action with prejudice, including any and all Settled Claims against Defendants. On the Effective Date, Plaintiffs and Class Members shall be deemed to have fully, finally, and forever released, relinquished, and discharged Defendants of and from any and all Settled Claims in accordance with Part II.
- B. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.
- C. This Agreement may not be modified or amended, nor may any of its provisions be waived except by a writing signed by all parties hereto or their successors-in-interest.
- D. The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- E. This Agreement and its exhibits constitute the entire agreement among the parties hereto concerning the Settlement of the Action, and no representations, warranties, or inducements have been made by any party hereto other than those contained and memorialized in such documents.
- F. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the parties to this Agreement shall exchange among themselves original signed counterparts.
- G. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.
- H. This Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties, it being recognized by the parties that this Agreement is the result of negotiations between the parties and that all parties have contributed substantially and materially to the preparation of this Agreement.
- I. All counsel and any other person executing this Agreement and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken under the Agreement to effectuate its terms.
- J. Class Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

1 For and on behalf of Defendants:

2
3 EXECUTED this ____ day of _____, 2016.

4
5 **Katherine J. Shinnars,**

6 Trial Attorney, District Court Section

7 Office of Immigration Litigation

8 Civil Division

9 United States Department of Justice

10 P.O. Box 868, Ben Franklin Station Washington, D.C. 20044

11
12 **Counsel for Defendants**

13 For and on behalf of Plaintiffs and the Class:

14
15 EXECUTED this ____ day of _____, 2016.

16
17 **Julia Harumi Mass, Esq.**

18 American Civil Liberties Union
19 of Northern California, Inc.

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21 San Francisco, CA 94111

22 415-621-2493

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47 **Counsel for Plaintiffs**

1 For and on behalf of Defendants:

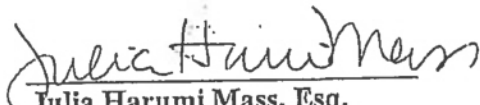
2 EXECUTED this ____ day of _____, 2016.

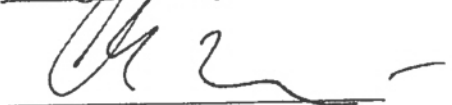
3
4
5 Katherine J. Shinnars,
6 Trial Attorney, District Court Section
7 Office of Immigration Litigation
8 Civil Division
9 United States Department of Justice
10 P.O. Box 868, Ben Franklin Station Washington, D.C. 20044

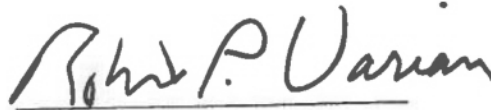
11 **Counsel for Defendants**

12 For and on behalf of Plaintiffs and the Class:

13 EXECUTED this 10th day of June, 2016.

14 
15 Julia Harumi Mass, Esq.
16 American Civil Liberties Union
17 of Northern California, Inc.
18 39 Drumm Street
19 San Francisco, CA 94111
20 415-621-2493
21 415-255-8437 (fax)
22 jmass@aclunc.org

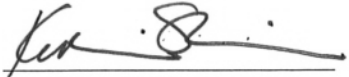
23 
24 Carl Takei
25 American Civil Liberties Union
26 National Prison Project
27 915 15th Street, N.W., 7th Fl.
28 Washington, DC 20005
202-393-4920
202-393-4931 (fax)
ctakei@aclu.org
Counsel for Plaintiffs


Robert P. Varian
Orrick, Herrington & Sutcliffe LLP
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San Francisco, CA 94105
415-773-5700
415-773-5759 (fax)
rvarian@orrick.com


Marc Van Der Hout
Van Der Hout, Brigagliano
& Nightingale LLP
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San Francisco, CA 94101
415-981-3000
415-981-3003 (fax)
MV@vblaw.com

1 For and on behalf of Defendants:

2
3 EXECUTED this 13th day of June, 2016.

4 

5 **Katherine J. Shinnars,**

6 Trial Attorney, District Court Section

7 Office of Immigration Litigation

8 Civil Division

9 United States Department of Justice

10 P.O. Box 868, Ben Franklin Station Washington, D.C. 20044

11 **Counsel for Defendants**

12 For and on behalf of Plaintiffs and the Class:

13 EXECUTED this ___ day of ___, 2016.

14
15 **Julia Harumi Mass, Esq.**

16 American Civil Liberties Union

17 of Northern California, Inc.

18 39 Drumm Street

19 San Francisco, CA 94111

20 415-621-2493

21 415-255-8437 (fax)

22 jmass@aclunc.org

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29 **Carl Takei**

30 American Civil Liberties Union

31 National Prison Project

32 915 15th Street, N.W., 7th Fl.

33 Washington, DC 20005

34 202-393-4920

35 202-393-4931 (fax)

36 ctakei@aclu.org

37 **Counsel for Plaintiffs**

38 **Marc Van Der Hout**

39 Van Der Hout, Brigagliano

40 & Nightingale LLP

41 180 Sutter Street, Suite 500

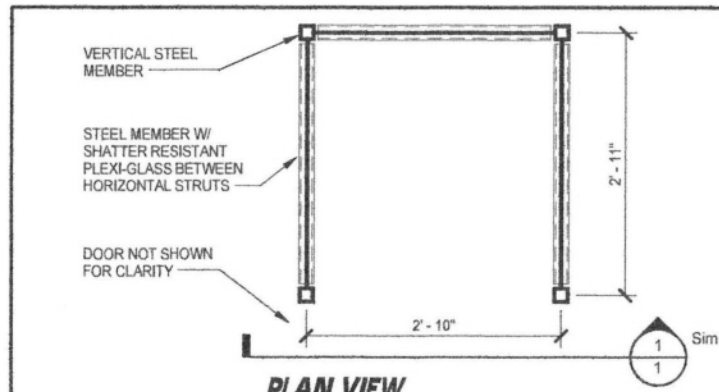
42 San Francisco, CA 94101

43 415-981-3000

44 415-981-3003 (fax)

45 MV@vblaw.com

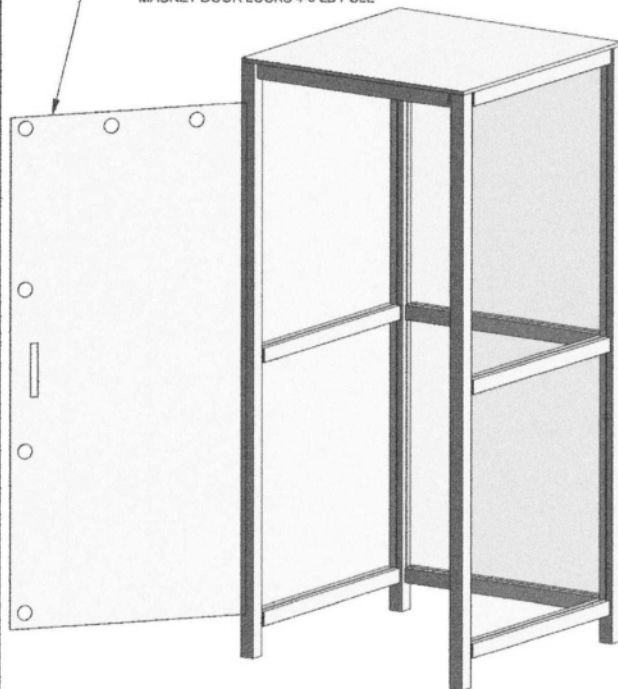
EXHIBIT A



PLAN VIEW

3/4" = 1'-0"

CLEAR .118" SHATTER RESISTANT PLEXI-GLASS DOOR W/ HANDLE. SECURE TO STEEL FRAME WITH MAGNET DOOR LOCKS 4-5 LB PULL.

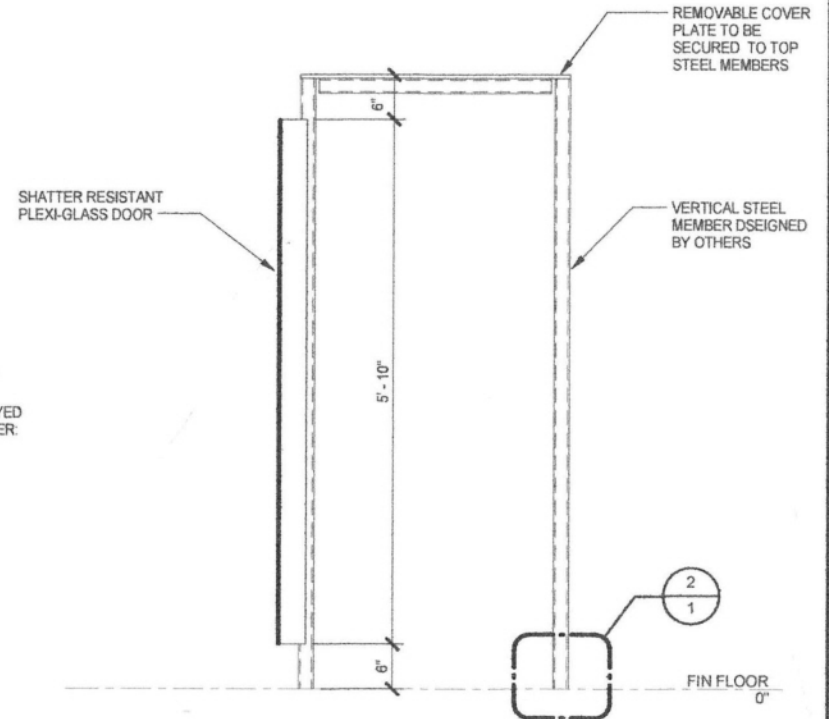


GENERAL NOTES

NOTE:

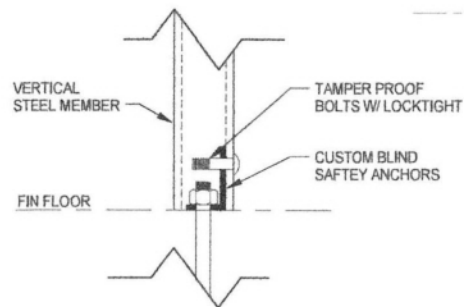
1. FRAME SHALL BE PAINTED WITH AN ALKYD ENAMEL PAINT. COLOR CHOICE BY OWNER:

- BLACK
- GREY
- YELLOW
- RED
- HAMMERTONE
- COPPER



1 ELEVATION

3/4" = 1'-0"



2 DETAIL

3" = 1'-0"

PHONE BOOTH

SHEET

1

EXHIBIT B

**NOTICE OF PROPOSED SETTLEMENT REGARDING TELEPHONE ACCESS IN
IMMIGRATION DETENTION**

LYON, ET AL. V. U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT ET AL.,

Case No. 3:13-cv-05878-EMC

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

TO: All current and future adult immigration detainees who are or will be held by ICE in Contra Costa County, Kern County, Sacramento County, or Yuba County.

Purpose of this Notice

This notice has three purposes: 1) to tell you about the proposed settlement and the fairness hearing in this class-action lawsuit; 2) to tell you how to obtain more information, including a copy of the full proposed settlement agreement; and 3) to explain how you may object to the proposed settlement if you disagree with it.

Background on the Lawsuit

This class action lawsuit asserts that U.S. Immigration and Customs Enforcement (ICE) does not provide adequate telephone access for immigration detainees housed in Contra Costa West County Detention Facility, Yuba County Jail, Rio Cosumnes Correctional Center (RCCC), and Mesa Verde Detention Facility (collectively, the Facilities). Specifically, the lawsuit asserts that ICE is violating the statutory and constitutional rights of immigration detainees because the telephone access conditions in the Facilities: (1) prevent detainees from retaining and communicating effectively with lawyers, and (2) prevent detainees from gathering evidence to present in immigration-related proceedings. The lawsuit seeks changes to ICE and Facility policies; it does not ask for money damages.

Class Counsel (representing the interests of detainees in the Facilities) and ICE's attorneys have negotiated a settlement. The Court has given preliminary approval to this settlement, and the next step is for the Court to consider any comments and objections from class members. A hearing has been scheduled for _____, 2016, at _____.m. before the Honorable Edward M. Chen of the United States District Court for the Northern District of California in Courtroom 5 – 17th Floor at the San Francisco Courthouse, 450 Golden Gate Ave., San Francisco, California. At this hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will then either approve the settlement or order the parties to continue litigating.

Description of the Proposed Settlement Agreement

Below is a summary of the key points in the settlement agreement. To get a copy of the full agreement, see the section entitled "For Further Information" after this summary.

1. **There will be more ways to make legal calls from housing unit phones and new phone booths for privacy in housing units.**
 - a. **ICE will add speed-dials to make free, direct, unmonitored calls to more government offices and some attorneys from the housing unit phones.** ICE will set up more speed-dial numbers (similar to ICE's pro bono platform) that will connect without needing a live person to answer and accept the call, that will not be recorded or monitored, and that will be cost-free for the caller and recipient. These numbers will include police departments, probation departments, state and federal courts, and rehabilitation centers as well as attorneys who provide a mix of paid and pro bono immigration representation and have requested to be added to the platform.
 - b. **ICE will create a list of attorneys who can be called without needing a live person to answer.** ICE will allow attorneys (including those who only provide paid representation) to receive calls from the housing unit phones without needing a live person to answer the telephone. These calls will not be recorded or monitored.
 - c. **ICE will install phone booths in and around housing units for case-related telephone calls.** ICE has agreed to install a total of 40 phone booths that will be distributed among the four Facilities. These phone booths will operate like the housing unit phones, but with more privacy.
 - d. **ICE will ensure access to phone booths.** Except during count and lockdowns, detainees will be able to use phone booths any time during waking hours (including non-free time at Contra Costa). Detainees who are housed in places where they need staff to escort them to a phone booth, such as segregation, will receive access within two waking hours of making a request, absent extraordinary circumstances (which must be reported to ICE). For detainees in disciplinary segregation whose discipline includes limits on telephone access, these requirements apply only to personal or family emergencies, Legal Calls, or calls that are otherwise justified by a compelling need.
 - e. **ICE will extend automatic cut-offs for telephone calls.**
 - i. *Yuba:* Cut-offs for the housing unit phones will be extended from 20 minutes to 40 minutes, and there will be no automatic cut-off in the Yuba phone room.
 - ii. *RCCC:* Cut-offs for the housing unit phones will be extended from 20 minutes to 40 minutes.
 - iii. *All Facilities:* The automatic cut-off for calls from ICE's pro bono platform will be extended to 60 minutes.
 - iv. Based on demonstrated need in individual circumstances, ICE may impose time limits on telephone calls to ensure everyone has access.

2. **There will be more ways to make legal calls from private phone rooms.**
 - a. **Immigration detainees will be allowed to use private phone rooms for legal calls, including calls to non-attorneys.**
 - i. *In general:* These calls will not be recorded or monitored, and will not require a live person to answer. When connecting the call, Facility staff or ICE personnel can check the call recipient's name and ask if the call recipient agrees to speak to the caller, but cannot announce the detainee is calling from a jail or detention facility. If nobody answers, the caller will be able to leave voicemail messages and navigate automated answering systems that require dialing an extension.
 - ii. *Calls to attorneys:* Immigration detainees will be able to call attorneys from these phones for long calls or calls that need extra privacy. Also, attorneys may request calls be scheduled at particular times.
 - iii. *Calls to non-attorneys:* Immigration detainees will be able to call non-attorneys from these phones if the call is case-related (for example, to request a supportive letter or to get help obtaining documents) and the detainee has already tried and been unable to contact the person using a housing unit phone.
 - iv. *RCCC and Yuba:* A phone room, phone booth, or other enclosure will be added to meet this requirement at RCCC, which currently has no private phone room. Privacy will be improved in the Yuba phone room.
 - b. **Phone room calls will be generally limited to 30 minutes but immigration detainees can request longer calls.** However, in periods of high demand, ICE may limit call lengths to ensure everyone has access.
3. **On-site facilitators at each Facility will process telephone requests and provide timely access to phone rooms.** Calls will ordinarily be provided within 8 waking hours, and (except in extraordinary circumstances) always within 24 hours of a request.
4. **Each Facility will take and deliver non-confidential phone and/or email messages related to immigration detainees' immigration cases within 24 hours.**
5. **For detainees who cannot afford to pay for phone calls, ICE will provide extra phone room access or phone credit.** This will be available to detainees who have had less than \$15 on their commissary account for 10 consecutive days at the time of the request.
6. **ICE will make accommodations for international legal calls and three-way calling for legal calls.** There will be a system for requesting international legal calls even if international calls cannot be dialed from housing unit phones or phone rooms. Upon request and statement of a need, such as needing an interpreter to join a call, ICE will facilitate 3-way calls in the Facility (if possible) or at the nearest field office.

7. **ICE will assist people who do not read English or Spanish.** ICE will post a notice in 10 common written languages telling detainees to ask Facility staff for translations of telephone access materials and assistance with telephone access. On request, if local interpretation is not adequate or available, ICE will use a telephone-based “language line” interpreter to provide further explanations. Additionally, if a detainee is trying to call a person who does not speak English and cannot understand the automatic prompts to accept a call, the detainee can use the Phone Room to call that person for case-related calls.
8. **ICE will require training of all local ICE officers with duties related to detention and Facility staff whose duties include supervising detainees or providing telephone access.** ICE will also add detail to the inspection forms it uses in detention facilities across the country to evaluate compliance with detention standards regarding privacy for legal calls, timeliness in responding to telephone requests, availability of message delivery systems, availability of translation and interpretation services, and access to telephones for detainees in segregation.
9. **Five Year Agreement.** ICE will have one year after the Court finally approves the Settlement to make the required changes. The Settlement will be in effect for four years after that. During this time, ICE must provide information to Class Counsel to monitor and enforce the Settlement, including providing various documents and allowing Class Counsel to visit the Facilities to interview detainees.
10. **The Court can enforce the agreement if there are any violations.** The Court will retain jurisdiction over the case to enforce the terms of the Settlement Agreement.
11. **Attorneys’ fees and costs.** The Government will pay \$405,000 to Class Counsel in settlement of all claims for fees and expenses. See below for how to obtain more information about the attorneys’ fees settlement.
12. **Release of claims.** Class Members will release the government from all claims for declaratory or injunctive relief that were brought on behalf of Class Members based on the facts and circumstances alleged in the lawsuit.

For further information:

THIS IS A SUMMARY OF THE AGREEMENT. TO UNDERSTAND IT FULLY, YOU SHOULD READ THE ENTIRE AGREEMENT. You can get copies of the final settlement agreement, Class Counsel’s motion seeking the Court’s approval of the attorneys’ fees provision of the settlement, and copies of this Notice from: 1) Visiting ICE agents; 2) ICE’s website (www.ice.gov); 3) the ACLU of Northern California website (www.aclunc.org/our-work/legal-docket/lyon-v-ice-telephone-access-immigration-detainees); 4) by calling Class Counsel by using speed dial number **#9160** through ICE’s pro bono call platform or by calling (415) 621-2493, ext. 329; 5) the

electronic docket in this case (Case No. 13-cv-05878 EMC), available at <https://ecf.cand.uscourts.gov>; or 6) by writing to Class Counsel at the address listed below:

Class Counsel
Lyon v. ICE Class Action Settlement
c/o ACLU Foundation of Northern California
39 Drumm Street
San Francisco, CA 94111

If calling or writing to Class Counsel, please indicate in your message or letter what you are asking for (a copy of the settlement agreement, the attorneys' fee motion, or the Notice), your name, and how to get in touch with you. If you are in custody, say the detention center where you are currently in custody. If you are out of custody, please provide your address and telephone number.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

Procedures for Objecting to the Proposed Settlement:

You can ask the Court to deny approval of the settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or deny the settlement. If the Court denies approval, the settlement provisions will not be implemented and the lawsuit will continue. If that is what you want to happen, you must object.

If you object to the proposed settlement, you should do it in writing and must submit the written objection to the Court. Attached to this notice is a sample objection form that you may use to file a written objection. You can request additional copies of this form from ICE agents that visit your detention facility. If you file an objection, you may also choose to appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney if required.

All written objections and supporting papers must:

- (a) Clearly identify the case name and number (*Lyon v. ICE*, Case No. 13-cv-05878 EMC);
- (b) Provide: (i) the Class Member's full name and current detention facility or address, (ii) a signed declaration that the Class Member is a member of the Class, (iii) the specific grounds for the objection, (iv) all documents or writings the Class Member wants the Court to consider, and (v) whether the Class Member intends to appear at the Fairness Hearing.
- (c) Be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California;
- (d) **Be filed or postmarked on or before _____, 2016.**

AUDLEY BARRINGTON LYON, JR., et al.,) Case No. 3:13-cv-05878-EMC
Plaintiffs,)
))
v.)
))
UNITED STATES IMMIGRATION AND) **OBJECTION TO PROPOSED**
CUSTOMS ENFORCEMENT, et al.,) **SETTLEMENT**
))
Defendants.) Hon. Edward. M. Chen
))

I believe I am a Class Member because I am currently detained by ICE at (check one):

- ___ West County Detention Facility in Contra Costa County
- ___ Yuba County Jail in Yuba County
- ___ Rio Cosumnes Correctional Center in Sacramento County
- ___ Mesa Verde Detention Facility in Kern County

I object to the proposed settlement because: _____

_____ [attach additional sheets if necessary]

I intend to appear at the Court for the Fairness Hearing: ☐ Yes ☐ No

My signature verifies that everything I have stated above is true.

Dated: _____

Signature: _____
 Name: _____
 “A number”: _____
 Address: _____

EXHIBIT C

1 ROBERT P. VARIAN (SBN 107459)
CHARLES J. HA (*pro hac vice*)
2 ALEXIS YEE-GARCIA (SBN 277204)
ORRICK, HERRINGTON & SUTCLIFFE LLP
3 The Orrick Building
405 Howard Street
4 San Francisco, California 94105-2669
Telephone: (415) 773-5700
5 Facsimile: (415) 773-5759
Email: rvarian@orrick.com

6 AMERICAN CIVIL LIBERTIES UNION
7 FOUNDATION OF NORTHERN CALIFORNIA
JULIA HARUMI MASS (SBN 189649)
8 ANGELICA SALCEDA (SBN 296152)
CHRISTINE P. SUN (SBN 218701)
9 MICHAEL T. RISHER (SBN 191627)
39 Drumm Street
10 San Francisco, CA 94111
Telephone: (415) 621-2493
11 Facsimile: (415) 255-8437
Email: jmass@aclunc.org
12 Attorneys for Plaintiffs

13 [Additional Counsel appear on following page]

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION

17 AUDLEY BARRINGTON LYON, JR., et al.,
on behalf of themselves and all others similarly
18 situated,

19 Plaintiffs,

20 v.

21 UNITED STATES IMMIGRATION AND
22 CUSTOMS ENFORCEMENT, et al.,

23 Defendants.

Case No.: 13-cv-05878-EMC

**FINAL ORDER APPROVING
SETTLEMENT AND DISMISSING
CASE**

Hon. Edward M. Chen

1 AMERICAN CIVIL LIBERTIES UNION
2 NATIONAL PRISON PROJECT
3 CARL TAKEI (SBN 256229)
4 915 15th Street N.W., 7th Floor
5 Washington, DC 20005
6 Telephone: (202) 393-4930
7 Facsimile: (202) 393-4931
8 Email: ctakei@aclu.org

9 VAN DER HOUT, BRIGAGLIANO, & NIGHTINGALE, LLP
10 MARC VAN DER HOUT (SBN 80778)
11 MEGAN SALLOMI (SBN 300580)
12 180 Sutter Street, Suite 500
13 San Francisco, CA 94104
14 Telephone: (415) 981-3000
15 Facsimile: (415) 981-3003
16 Email: msal@vblaw.com

17 Attorneys for Plaintiffs
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1 WHEREAS Plaintiffs Audley Barrington Lyon, Jr., José Elizandro Astorga-Cervantes,
2 and Nancy Neria-Garcia, on behalf of themselves and all class members (collectively, “Plaintiff
3 Class”), by and through their counsel of record, have asserted claims for declaratory and
4 injunctive relief against Defendants U.S. Immigration and Customs Enforcement (“ICE”); Sarah
5 Saldaña in her official capacity as Director of ICE; the U.S. Department of Homeland Security;
6 Jeh Johnson in his official capacity as Secretary of Homeland Security, and Adrian Macias in his
7 official capacity as Acting Field Office Director for ICE’s San Francisco Field Office
8 (collectively “Defendants”), alleging violations of the Immigration and Nationality Act, 8 U.S.C.
9 § 1101 *et seq.* and the First and Fifth Amendments to the U.S. Constitution; and

10 WHEREAS on April 16, 2014, the Court certified a class of “[a]ll current and future
11 immigration detainees who are or will be held by ICE in in Contra Costa, Sacramento, and Yuba
12 Counties” (ECF No. 31);

13 WHEREAS on July 27, 2015, the Court granted Plaintiffs’ motion to modify the certified
14 class to include “[a]ll current and future adult immigration detainees who are or will be held by
15 ICE in Contra Costa County, Kern County, Sacramento County, or Yuba County” (“Plaintiff
16 Class”) (ECF No. 98);

17 WHEREAS on March 18, 2016, the Court granted in part and denied in part Defendants’
18 motion for summary judgment and denied Plaintiffs’ motion for summary judgment (ECF No.
19 167);

20 WHEREAS the Court found that Plaintiffs’ Counsel are adequate to represent the Plaintiff
21 Class under Federal Rule of Civil Procedure 23(g)(1) and (4), and appointed Plaintiffs’ Counsel
22 as Class Counsel under Rule 23(g) in an Order dated _____, 2016; and

23 WHEREAS the Plaintiff Class and Defendants entered into a settlement of the above-
24 captioned matter (“Settlement”) and executed a Settlement Agreement and Release (“Settlement
25 Agreement”), which has been filed with the Court; and

26 WHEREAS the Court preliminarily approved the Settlement in an Order dated
27 _____, 2016; and
28

1 WHEREAS the Court held a hearing on _____, 2016, where the Court found the
2 Settlement reasonable and fair; and

3 WHEREAS it appears notice of the Settlement has been adequately provided to the Class
4 as provided for by the Court's Order Granting Preliminary Approval; and

5 WHEREAS the Plaintiff Class has filed with the Court a Motion for Final Approval of the
6 Settlement, together with supporting documents; and

7 WHEREAS the Court held a hearing on _____, 2016 to
8 consider the final approval of the Settlement, and any objections to the foregoing filed before or at
9 the time of the hearing;

10 WHEREAS the Court has considered the Settlement between the Plaintiff Class and the
11 Defendants, and the pleadings and documents submitted in connection with the parties' request
12 for final approval of the Settlement, and good cause appearing therefore,

13 **WHEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

14 1. The Court has jurisdiction over the subject matter of this action. The Court has
15 personal jurisdiction over the Plaintiff Class (as defined in the Court's orders granting Plaintiffs'
16 motions for class certification and for modification of the class certification order, ECF Nos. 31
17 and 98) and Defendants.

18 2. Under Federal Rule of Civil Procedure 23(e), the Settlement as set forth in the
19 Settlement Agreement is approved as fair, reasonable, adequate, and in the best interests of the
20 Plaintiff Class. The Court finds that the Settlement appears to have resulted from arm's length
21 negotiations by and among counsel for the parties who were reasonably skilled and prepared and
22 who represented the best interests of their respective clients in negotiating the Settlement. The
23 settlement negotiations that led to the Settlement took place in mediations sessions supervised by
24 Magistrate Judge Donna Ryu, with assistance from Magistrate Judge Laurel Beeler. This provides
25 the Court with further assurance that the negotiations leading to the Settlement were good faith,
26 arm's length negotiations, based on a sufficiently developed record, and which appropriately
27 considered the risks of trial, the potential resolution, and all other relevant factors leading to
28 Settlement.

1 3. The Court further finds that the settlement of attorneys' fees and costs in Section
2 XI of the Settlement Agreement was the result of arm's length and good faith negotiations
3 supervised by Magistrate Judges Ryu and Beeler. The attorney's fees and costs provision appears
4 to have taken into consideration the right of Plaintiffs to seek an award of fees that would be
5 substantially higher than the amount agreed to, the risks of trial, and all other relevant factors. The
6 Court therefore approves the award of the Attorneys' Fee Settlement Amount contained in the
7 Settlement Agreement and orders that that the Attorneys' Fee Settlement Amount be paid in
8 accordance with the Settlement Agreement.

9 4. The Court further finds the Notice to the Class was reasonably calculated to
10 apprise the Class of the pendency of this action and all material elements of the proposed
11 settlement, constituted the best notice practicable under the circumstances, and constituted due and
12 sufficient notice.

13 5. This Final Order adopts and incorporates herein by reference in its entirety the
14 Settlement Agreement submitted as Exhibit 1 to the Declaration of Julia Harumi Mass, filed with
15 Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement (ECF No.
16 ____). The parties are directed to implement the Settlement Agreement in accordance with its terms
17 and provisions.

18 6. In accordance with Section XII.A of the Settlement Agreement, this action is
19 hereby dismissed with prejudice. Without in any way affecting the finality of this Final Order, this
20 Court retains jurisdiction for the purpose of enforcing the Settlement Agreement and as to all
21 matters relating to the interpretation and enforcement of the Settlement Agreement.

22 7. The Court finds this Final Order adjudicates all of the claims, rights, and liabilities
23 of the Parties to the Settlement, and is intended to be a final judgment within the meaning of Rule
24 54 of the Federal Rules of Civil Procedure.

1 IT IS SO ORDERED.

2

3 Dated _____

4

Hon. Edward M. Chen
U.S. District Court Judge

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EXHIBIT D

**NOTICE OF FINAL SETTLEMENT REGARDING TELEPHONE ACCESS IN
IMMIGRATION DETENTION**

LYON, ET AL. V. U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT ET AL.,

Case No. 3:13-cv-05878-EMC

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

TO: All current and future adult immigration detainees who are or will be held by ICE in Contra Costa County, Kern County, Sacramento County, or Yuba County.

You are hereby notified that on _____, 2016, the Honorable Edward M. Chen of the United States District Court for the Northern District of California approved a settlement of the claims that were brought on your behalf in this lawsuit.

Background on the Lawsuit

This class action lawsuit asserted that U.S. Immigration and Customs Enforcement (ICE) does not provide adequate telephone access for immigration detainees housed in Contra Costa West County Detention Facility, Yuba County Jail, Rio Cosumnes Correctional Center (RCCC), and Mesa Verde Detention Facility (collectively, the Facilities). Specifically, the lawsuit asserted that ICE is violating the statutory and constitutional rights of immigration detainees because the telephone access conditions in the Facilities: (1) prevent detainees from retaining and communicating effectively with lawyers, and (2) prevent detainees from gathering evidence to present in immigration-related proceedings. The parties reached a settlement that the Court has approved.

Description of the Settlement Agreement

Below is a summary of the key points in the settlement agreement. To get a copy of the full agreement, see the section entitled “For Further Information” after this summary.

1. **There will be more ways to make legal calls from housing unit phones and new phone booths for privacy in housing units.**
 - a. **ICE will add speed-dials to make free, direct, unmonitored calls to more government offices and some attorneys from the housing unit phones.** ICE will set up more speed-dial numbers (similar to ICE’s pro bono platform) that will connect without needing a live person to answer and accept the call, that will not be recorded or monitored, and that will be cost-free for the caller and recipient. These numbers will include police departments, probation departments, state and federal courts, and rehabilitation centers as well as attorneys who provide a mix of paid and pro bono immigration representation and have requested to be added to the platform.

- b. **ICE will create a list of attorneys who can be called without needing a live person to answer.** ICE will allow attorneys (including those who only provide paid representation) to receive calls from the housing unit phones without needing a live person to answer the telephone. These calls will not be recorded or monitored.
 - c. **ICE will install phone booths in and around housing units for case-related telephone calls.** ICE has agreed to install a total of 40 phone booths that will be distributed among the four Facilities. These phone booths will operate like the housing unit phones, but with more privacy.
 - d. **ICE will ensure access to phone booths.** Except during count and lockdowns, detainees will be able to use phone booths any time during waking hours (including non-free time at Contra Costa). Detainees who are housed in places where they need staff to escort them to a phone booth, such as segregation, will receive access within two waking hours of making a request, absent extraordinary circumstances (which must be reported to ICE). For detainees in disciplinary segregation whose discipline includes limits on telephone access, these requirements apply only to personal or family emergencies, Legal Calls, or calls that are otherwise justified by a compelling need.
 - e. **ICE will extend automatic cut-offs for telephone calls.**
 - i. *Yuba:* Cut-offs for the housing unit phones will be extended from 20 minutes to 40 minutes, and there will be no automatic cut-off in the Yuba phone room.
 - ii. *RCCC:* Cut-offs for the housing unit phones will be extended from 20 minutes to 40 minutes.
 - iii. *All Facilities:* The automatic cut-off for calls from ICE's pro bono platform will be extended to 60 minutes.
 - iv. Based on demonstrated need in individual circumstances, ICE may impose time limits on telephone calls to ensure everyone has access.
2. **There will be more ways to make legal calls from private phone rooms.**
- a. **Immigration detainees will be allowed to use private phone rooms for legal calls, including calls to non-attorneys.**
 - i. *In general:* These calls will not be recorded or monitored, and will not require a live person to answer. When connecting the call, Facility staff or ICE personnel can check the call recipient's name and ask if the call recipient agrees to speak to the caller, but cannot announce the detainee is calling from a jail or detention facility. If nobody answers, the caller will be able to leave voicemail messages and navigate automated answering systems that require dialing an extension.

- ii. *Calls to attorneys*: Immigration detainees will be able to call attorneys from these phones for long calls or calls that need extra privacy. Also, attorneys may request calls be scheduled at particular times.
 - iii. *Calls to non-attorneys*: Immigration detainees will be able to call non-attorneys from these phones if the call is case-related (for example, to request a supportive letter or to get help obtaining documents) and the detainee has already tried and been unable to contact the person using a housing unit phone.
 - iv. *RCCC and Yuba*: A phone room, phone booth, or other enclosure will be added to meet this requirement at RCCC, which currently has no private phone room. Privacy will be improved in the Yuba phone room.
 - b. **Phone room calls will be generally limited to 30 minutes but immigration detainees can request longer calls.** However, in periods of high demand, ICE may limit call lengths to ensure everyone has access.
3. **On-site facilitators at each Facility will process telephone requests and provide timely access to phone rooms.** Calls will ordinarily be provided within 8 waking hours, and (except in extraordinary circumstances) always within 24 hours of a request.
 4. **Each Facility will take and deliver non-confidential phone and/or email messages related to immigration detainees' immigration cases within 24 hours.**
 5. **For detainees who cannot afford to pay for phone calls, ICE will provide extra phone room access or phone credit.** This will be available to detainees who have had less than \$15 on their commissary account for 10 consecutive days at the time of the request.
 6. **ICE will make accommodations for international legal calls and three-way calling for legal calls.** There will be a system for requesting international legal calls even if international calls cannot be dialed from housing unit phones or phone rooms. Upon request and statement of a need, such as needing an interpreter to join a call, ICE will facilitate 3-way calls in the Facility (if possible) or at the nearest field office.
 7. **ICE will assist people who do not read English or Spanish.** ICE will post a notice in 10 common written languages telling detainees to ask Facility staff for translations of telephone access materials and assistance with telephone access. On request, if local interpretation is not adequate or available, ICE will use a telephone-based "language line" interpreter to provide further explanations. Additionally, if a detainee is trying to call a person who does not speak English and cannot understand the automatic prompts to accept a call, the detainee can use the Phone Room to call that person for case-related calls.
 8. **ICE will require training of all local ICE officers with duties related to detention and Facility staff whose duties include supervising detainees or providing telephone access.** ICE will also add detail to the inspection forms it uses in detention facilities across

the country to evaluate compliance with detention standards regarding privacy for legal calls, timeliness in responding to telephone requests, availability of message delivery systems, availability of translation and interpretation services, and access to telephones for detainees in segregation.

9. **Five Year Agreement.** ICE will have one year after the Court approved the Settlement to make the required changes. The Settlement will be in effect for four years after that. During this time, ICE must provide information to Class Counsel to monitor and enforce the Settlement, including providing various documents and allowing Class Counsel to visit the Facilities to interview detainees.
10. **The Court can enforce the agreement if there are any violations.** The Court will retain jurisdiction over the case to enforce the terms of the Settlement Agreement.
11. **Attorneys' fees and costs.** The Government will pay \$405,000 to Class Counsel in settlement of all claims for fees and expenses. See below for how to obtain more information about the attorneys' fees settlement.
12. **Release of claims.** Class Members will release the government from all claims for declaratory or injunctive relief that were brought on behalf of Class Members based on the facts and circumstances alleged in the lawsuit.

For further information:

THIS IS A SUMMARY OF THE AGREEMENT. TO UNDERSTAND IT FULLY, YOU SHOULD READ THE ENTIRE AGREEMENT. You can get copies of the final settlement agreement from: 1) Visiting ICE agents, 2) ICE's website (www.ice.gov); 3) the ACLU of Northern California website (www.aclunc.org/our-work/legal-docket/lyon-v-ice-telephone-access-immigration-detainees); 4) by calling Class Counsel by using speed dial number **#9160** through ICE's pro bono call platform or by calling (415) 621-2493, ext. 329; or 5) by writing to Class Counsel at the address listed below:

Class Counsel
Lyon v. ICE Class Action Settlement
c/o ACLU Foundation of Northern California
39 Drumm Street
San Francisco, CA 94111

If calling or writing to Class Counsel, please indicate in your message or letter that you are asking for a copy of the settlement agreement, the name of the case (*Lyon v. ICE*), your name, and how to get in touch with you. If you are in custody, say the detention center where you are currently in custody. If you are out of custody, please provide your address and telephone number.

AGREEMENT REGARDING PROCEDURES FOR NOTIFYING
AND REOPENING CASES OF *FRANCO* CLASS MEMBERS WHO
HAVE RECEIVED FINAL ORDERS OF REMOVAL

This Agreement is entered into by all Plaintiffs and all Defendants in this class action lawsuit (collectively, “the Parties”). Plaintiffs are individuals who are, or were during the relevant period, detained in the custody of U.S. Immigration and Customs Enforcement (“ICE”) in Arizona, California, or Washington, who have serious mental disorders, and who lack or lacked counsel in their immigration proceedings. Defendants are Eric H. Holder, United States Attorney General, Juan Osuna, Director of the Executive Office for Immigration Review (“EOIR”), Jeh Johnson, Secretary of Homeland Security, Thomas S. Winkowski, Acting Director of U.S. Immigration and Customs Enforcement (“ICE”), and David Jennings, Field Office Director for the Los Angeles District of ICE.

RECITALS

WHEREAS, on March 26, 2010, Plaintiff Jose Antonio Franco-Gonzalez filed a petition for writ of habeas corpus in the United States District Court for the Central District of California, *Franco-Gonzalez, et al. v. Holder, et al.*, 10-CV-02211-DMG (DTBx) (C.D. Cal.), alleging violations of the Immigration and Nationality Act, Section 504 of the Rehabilitation Act, and the Fifth Amendment to the U.S. Constitution;

WHEREAS, on November 2, 2010, Plaintiffs filed a first amended class action complaint, alleging that Defendants unlawfully require individuals detained for immigration proceedings in California, Arizona, and Washington, who are incompetent by reason of their mental disabilities, to represent themselves in their

immigration proceedings, in violation of the Immigration and Nationality Act, Section 504 of the Rehabilitation Act, and the Fifth Amendment to the U.S. Constitution;

WHEREAS, on November 21, 2011, the Court granted Plaintiffs' motion for class certification and certified the Main Class and two Sub-Classes in this case, Dkt. 348, which are described as follows:

Plaintiff (or "Main") Class: All individuals who are or will be in DHS custody for immigration proceedings in California, Arizona, and Washington who have been identified by or to medical personnel, DHS, or an Immigration Judge, as having a serious mental disorder or defect that may render them incompetent to represent themselves in immigration proceedings, and who presently lack counsel in their immigration proceedings.

Sub-Class 1: Individuals in the above-named Plaintiff Class who have a serious mental disorder or defect that renders them incompetent to represent themselves in immigration proceedings.

Sub-Class 2: Individuals in the above-named Plaintiff Class who have been detained for more than six months.

Dkt. 786, Implementation Plan Order at 24;

WHEREAS, on April 23, 2013, the Court granted in part and denied in part Plaintiffs' motion for partial summary judgment, and held that:

- (1) Section 504 of the Rehabilitation Act requires Defendants to provide Qualified Representatives to represent Sub-Class One members in all aspects of their removal and detention proceedings ("Count Four"), and
- (2) the [Immigration and Nationality Act] requires the provision of a custody redetermination hearing for individuals in Sub-Class Two who have been

detained for a prolonged period of time greater than 180 days (“Count Eight”).

Dkt. 592 at 34;

WHEREAS, on April 23, 2013, the Court entered partial judgment and a permanent injunction against Defendants, in accordance with its summary judgment order, and further ordered that:

Defendants shall submit to the Court a plan and status report describing the steps taken to implement this Order and Judgment and future plans for implementation, including (1) identification of current and future class members and Sub-Class members, (2) provision of Qualified Representatives for Sub-Class One members, and (3) provision of timely bond hearings as required by this Order,

Dkt. 593 at 4;

WHEREAS, on December 11, 2013, the Parties stipulated to clarify that the term “serious mental disorder or defect” in the class definition referred to individuals for whom certain specified diagnostic, medical or other criteria were met, *see* Dkt. 673 at 2-3;

WHEREAS, the Parties subsequently engaged in settlement discussions to negotiate the terms of the Implementation Plan Order, including whether a remedy should be afforded to individuals identified as *Franco* Class members while they were in ICE custody, but who, while this case was pending, were ordered removed from the United States;

WHEREAS, on October 16, 2013, the Court appointed a Special Master to resolve the Parties’ outstanding disputes as to the terms of the Implementation Plan Order, including their dispute as to the remedy that should be afforded to *Franco* Class members who were ordered removed from the United States while this case was pending, Dkt. 662;

WHEREAS, the Parties submitted briefing to the Special Master on this dispute, including the Parties' respective proposals as to the remedy that should be afforded to Class members who were ordered removed from the United States while this case was pending;

WHEREAS, on March 12, 2014, the Special Master issued his Report, which stated, *inter alia*, that these former Class members were entitled to a remedy under the Injunction, but recommending, in substantial part, that the Court adopt Defendants' proposal as to what remedy should be ordered, Dkt. 709 at 27-37;

WHEREAS, the parties submitted their respective objections to the Special Master's Report to the Court;

WHEREAS, Plaintiffs believe that the Class members who were ordered removed from the United States while this case was pending are entitled to a remedy under the Court's Permanent Injunction, and that the procedures set forth in the proposal they submitted to the Special Master comprise a reasonable and appropriate form of relief for the removed Class members, but, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with requesting a ruling from the Court on this matter, Plaintiffs' counsel have concluded that the Agreement provides substantial benefits to these *Franco* Class members, and is fair, reasonable, adequate, and in the best interests of Plaintiffs and these Class members;

WHEREAS, Defendants believe that these Class members are not entitled to any remedy under the Court's Permanent Injunction, and that even assuming they are, the proposal Defendants submitted to the Special Master is a reasonable and appropriate one, but Defendants also have taken into account the uncertainty, risk, delay and costs inherent in litigation and agreed to enter into the Agreement to avoid any further litigation expenses and inconvenience, and to remove the distraction of burdensome and protracted litigation;

NOW, THEREFORE, in full settlement of the Parties' dispute as to the proper remedy that should be afforded to individuals identified as *Franco* Class members, and who were subsequently ordered removed, the Reopening Settlement Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and the Parties agree that:

(a) upon approval of the Court after the hearing(s) provided for in the Reopening Settlement Agreement, the claims of the Removal Order Class Members, as defined in Section I.B, *infra*, to relief under the Permanent Injunction shall be settled and compromised as between Plaintiffs and Defendants; and

(b) upon Court approval of the Agreement, the [Proposed] Order Approving Settlement, substantially in the form attached as Exhibit A hereto, shall be entered dismissing the claims of the Removal Order Class Members in this case, all on the following terms and conditions:

TERMS

I. Definitions. For purposes of this Agreement, these terms are defined as follows:

A. "Class Members" are defined as those individuals in the Main Class, Sub-Class One and Sub-Class Two (as described in Dkt. 786, Implementation Plan Order at 24).

B. "Removal Order Class Members" are defined as individuals who:

- (i) received a final order of removal during the relevant period in Section I.C or I.D, *infra*;
- (ii) were identified by Plaintiffs as specified in Section VI.C-D, *infra*, by the Parties as specified in Section VI.E, *infra*, or by

Defendants on lists exchanged pursuant to the Court's order at Dkt. 360; and

(iii) meet the criteria in *either* (1) or (2) below:

(1) remained detained and unrepresented when they received orders of removal before an Immigration Judge without one of the following: (a) the safeguards set forth in Section III of the Court's Implementation Plan Order, Dkt. 786, or (b) the procedural safeguards implemented pursuant to Defendants' Phase I Guidance, *see* Dkt. 663-4; *or*

(2) were released from detention following an Immigration Judge's determination that they were not competent to represent themselves (*i.e.*, "Released Sub-Class One Members") and remained unrepresented when they received orders of removal before an Immigration Judge.¹

C. "Post-Injunction Removal Order Class Members" are defined as all Removal Order Class Members who had final orders of removal entered in their proceedings on or after April 23, 2013, the date of the Court's order granting partial summary judgment and a permanent injunction for Plaintiffs, Dkts. 592, 593, and before the Implementation Plan Effective Date, as defined in Section I.K, *infra*.

D. "Pre-Injunction Removal Order Class Members" are defined as Removal Order Class Members who had final orders of removal entered in their proceedings on or after November 21, 2011, but before April 23, 2013.

¹ Pursuant to Section XVIII, *infra*, other Class Members who were released from detention prior to receiving a final order of removal in their immigration proceedings remain entitled to pursue reopening of their immigration proceedings pursuant to the regular motion to reopen procedures already available under the immigration statutes and regulations.

- E. "Private Agreement Removal Order Class Members" are defined as Removal Order Class Members, whether Post-Injunction or Pre-Injunction, whom the parties have agreed should be eligible for the joint motion to reopen procedures described in Section VIII, *infra*.
- F. "Approval Hearing" shall mean and refer to the hearing by this Court to determine whether this Agreement should be approved in accordance with the relevant legal standards.
- G. "Class Notices" shall mean and refer to the notices attached hereto at Exhibit B (the Summary Class Notice), C (the Detention Facility Summary Notice), D (the Joint Motion Notice and Instructions) and E (the Unilateral Motion Notice and Instructions).
- H. "Notice Date" shall mean and refer to the date forty-five (45) days after the "Identification Deadline," as defined in Section I.L, *infra*, which is the last date by which the "Class Notices" as defined in Section I.G, *supra*, must be initially provided.
- I. "Notice Program" shall refer to the notice procedures described in Section III, *infra*.
- J. "Parties" are defined as the Plaintiffs and Defendants in this Action.
- K. "Implementation Plan Effective Date" is defined as the date ninety (90) days after the Court enters the Implementation Plan Order in this case (absent an extension granted by the Court or agreed to by the Parties).
- L. "Identification Deadline" is defined as the date ninety (90) days after the Court grants Preliminary Approval of this Agreement (absent an extension granted by the Court or agreed to by the Parties).
- M. "Reopening Agreement," "Reopening Settlement Agreement," or "Agreement" are defined as this agreement, together with all of its attachments.

II. Preliminary Approval. Within three (3) court days after execution of the Reopening Agreement, the Parties shall file the Reopening Agreement with the Court to seek preliminary approval and shall jointly move the Court for entry of an order, substantially in the form of Exhibit A hereto, which by its terms shall:

- A. Determine, preliminarily, that the Reopening Settlement Agreement and its terms fall within the range of reasonableness, merits possible approval, and that Notice of the Agreement should be provided to the Class Members and to the Removal Order Class Members;
- B. Approve the proposed Class Notices and Notice Program;
- C. Determine that there are no rights to “opt-out” of the Reopening Settlement Agreement and that the proposal would bind Class Members and Removal Order Class Members;
- D. Schedule the Approval Hearing to consider the fairness, reasonableness and adequacy of the Reopening Settlement Agreement;
- E. Direct the Parties or their designee(s) to cause the Class Notice to be disseminated in the manner set forth in the Notice Program on or before the Notice Date;
- F. Determine that the Class Notice and the Notice Program: (i) meets the requirements of Rule 23(e)(1) and due process; (ii) is the best practicable notice under the circumstances; (iii) is reasonably calculated, under the circumstances, to apprise the Class, Sub-Classes and Removal Order Class Members of their right to object to the proposed Settlement; and (iv) is reasonable and constitutes due, adequate, and sufficient notice to all those entitled to receive notice.
- G. Require any Class Member or Removal Order Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement to submit his or her objection (“Objection”) to the Court in writing, via

regular mail on or before the Objection Date, with copies to counsel for the parties. Such Objection shall include a statement of his or her objection, as well as the specific reason, if any, for each objection, including any legal support the Class Member or Removal Order Class Member wishes to bring to the Court's attention and any evidence the Class Member or Removal Order Class Member wishes to introduce in support of his or her objection, and to state whether the Class Member and/or his or her counsel wishes to make an appearance at the Approval Hearing, or be barred from separately objecting;

H. Establish the following:

- a. The date and time of the Approval Hearing.
- b. The Notice Date: The Parties propose that the Notice Date be sixty (60) days before the Approval Hearing.
- c. The Objection Date: The Parties propose that the objection date be twenty-one (21) days before the Approval Hearing.

III. Notice Program. The parties will propose to the Court that the Class Notice shall be given to the Class Members and Removal Order Class Members via the following means:

- A. The publication of the Summary Class Notice shall be distributed by:
 - a. Defendants sending the Summary Class Notice to all Removal Order Class Members via U.S. Mail at the Removal Order Class Members' last known address (if any) associated with their removal case recorded within ICE's ENFORCE Alien Removal Module (EARM), whether inside or outside the United States;²

² All mailed Notices shall include the Spanish translations provided by Plaintiffs and agreed to by the Parties.

- b. Defendants providing the Summary Class Notice to all Legal Orientation Providers with offices in California, Arizona, and Washington;
 - c. Defendants posting the Summary Class Notice in a reasonably accessible location on a website controlled by Defendants;
 - d. Plaintiffs posting the Summary Class Notice on the websites of the ACLU Immigrants' Rights Project, ACLU of Southern California, the ACLU of San Diego and Imperial Counties, the ACLU of Arizona, Northwest Immigrant Rights Project, and Public Counsel, in accessible formats in English and Spanish;
- B. The Detention Facility Summary Notice shall be posted by Defendants at all immigration detention facilities³ in California, Arizona, and Washington, in areas prominently visible to immigration detainees, and accessible in English and Spanish;
- C. The Joint Motion Notice and Instructions shall be provided by:
- a. Defendants distributing the Joint Motion Notice and Instructions and accompanying request letter template via U.S Mail, as specified in Section IX, in accordance with its terms; and
 - b. Defendants posting the Joint Motion Notice and Instructions and accompanying request letter template on the ICE and EOIR websites in a reasonably accessible location, accessible in English and Spanish.
- D. The Unilateral Motion Notice and Instructions shall be provided by:

³ The term "immigration detention facilities" shall mean and refer to facilities used by, contracted with, or acting on behalf of ICE to hold detainees for more than 72 hours. *See* Dkt. 786 at 1 n.1.

- a. Defendants providing the Unilateral Motion Notice and Instructions and cover letter to all Pre-Injunction Removal Order Class Members via U.S. Mail to their last known address (if any) as specified in Section XI, *infra*; and
 - b. Defendants posting the Unilateral Motion Notice and Instructions and accompanying cover letter on the ICE and EOIR websites in a reasonably accessible location, accessible in English and Spanish.
- E. Notice will be posted and distributed by the Notice Date. When sending notice via U.S. Mail to each Removal Order Class Member pursuant to the Reopening Settlement Agreement, Defendants shall send the Summary Class Notice together with either the Joint Motion Notice and Instructions or the Unilateral Motion Notice and Instructions, depending on which set of notice/instructions is applicable to the Removal Order Class Member.
- F. Any notices posted on websites or in immigration detention facilities shall remain posted for no less than sixty (60) days. The Parties will advise the Court as part of the motion for Final Approval confirming that notice has been issued according to this Section.
- G. The Parties will make best efforts to agree to amend the Class Notice and notice procedures as required by the Court in order to obtain Court approval and adoption of the terms of this Agreement in a final order in this case.

IV. Final Approval. Except for the Parties' duties that precede and continue through any final approval by the Court, this Agreement is subject to and conditioned upon the issuance by the Court of an order finally approving the settlement contained herein in accordance with the relevant legal standards. In the event that the Court preliminarily or finally refuses approval based upon an

objection, whether filed by a Class Member or Removal Order Class Member or raised by the Court, the Parties shall use their best efforts to address such objection in a manner designed to accomplish implementation of the Reopening Settlement Agreement.

V. Cooperation. The Parties shall use their best efforts to obtain an Approval Hearing Date set by the Court by no later than 195 days after the Court grants Preliminary Approval of the Settlement, and to proceed with the Approval Hearing on that date. The Parties acknowledge that each intends to implement the terms of the Reopening Settlement Agreement upon its execution. The Parties shall, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use their best efforts to implement all terms and conditions of the Reopening Settlement Agreement. Nothing in this provision, however, requires either Party to waive its rights herein.

VI. Identification of Certain Removal Order Class Members.⁴ On or before the Identification Deadline, the Parties will identify certain Removal Order Class Members⁵ pursuant to the following provisions:

⁴ The parties agree that information and documents exchanged pursuant to this Agreement will be subject to the protective order governing this litigation, Dkt. 507.

⁵ Plaintiffs will cooperate and assist in the identification of potential beneficiaries by providing Defendants with their consolidated list of individuals identified pursuant to Dkt. 360. For purposes of identifying potential beneficiaries and providing notice of the procedures contained in this Agreement, Defendants may identify and/or notify individuals irrespective of whether they ultimately qualify for relief under the Agreement (e.g., irrespective of whether they remained detained and unrepresented when they received orders of removal before an Immigration Judge or whether they received one of the following: (a) the safeguards set forth in Section III of the Court's Implementation Plan Order, Dkt. 786, or (b) the procedural safeguards implemented pursuant to Defendants' Phase I Guidance, Dkt. 663-4).

- A. Defendants shall identify all Post-Injunction Removal Order Class Members who were identified on lists provided by Defendants to Plaintiffs pursuant to Dkt. 360, who were detained at ICE Health Service Corps (“IHSC”) facilities and the Adelanto Correctional Facility in Adelanto, California, and who were contemporaneously identified by or to U.S. Immigration and Customs Enforcement (“ICE”) personnel as meeting the “serious mental illness” criteria, as set forth in Defendants’ Guidelines, Dkt. 611.
- B. Defendants shall identify all Post-Injunction Removal Order Class Members who were identified on lists provided by Defendants to Plaintiffs pursuant to Dkt. 360, who were detained at non-IHSC facilities other than the Adelanto Correctional Facility, and who were contemporaneously identified by ICE in immigration court filings as possible Class Members based on one or more of the following diagnoses:
1. Psychosis or Psychotic Disorder;
 2. Bipolar Disorder;
 3. Schizophrenia or Schizoaffective Disorder;
 4. Major Depressive Disorder with Psychotic Features;
 5. Dementia and/or a Neurocognitive Disorder; or
 6. Intellectual Development Disorder (moderate, severe or profound).
- C. Separately, Plaintiffs shall provide a list to Defendants of Post-Injunction Removal Order Class Members who were identified only on Plaintiffs’ Class Member lists within fifteen (15) days after Preliminary Approval. Within forty-five (45) days of the receipt of that list, Defendants shall then identify which of those Post-Injunction Removal Order Class

Members were either contemporaneously identified by or to ICE personnel as meeting the “serious mental illness” criteria, as set forth in Defendants’ Guidelines, Dkt. 611, or would have qualified, based on a review of their medical records and any other relevant evidence, as Class Members under the newly-narrowed Class definition, *see* Dkt. 690 at 1-2.

- D. The Parties have also come to an agreement on the Plaintiffs’ list of individuals to be included as “Private Agreement Removal Order Class Members,” attached as Exhibit F hereto (filed under seal).
- E. The Parties shall identify all Pre-Injunction Removal Order Class Members who were identified on lists exchanged by the Parties pursuant to Dkt. 360.

VII. Removal Order Class Members Who Qualify for Joint Motion to Reopen Procedures. The following Removal Order Class Members shall be eligible for the Joint Motion to Reopen Procedures described in Section VIII of this Agreement, *infra*, and shall benefit from the favorable exercise of discretion provisions described in that Section:

- A. All Post-Injunction Removal Order Class Members whom Defendants identify pursuant to Sections VI.A-C of this Agreement, *supra*, who remained detained and unrepresented when they received orders of removal before an Immigration Judge without one of the following: (a) the safeguards set forth in Section III of the Court’s Implementation Plan Order, Dkt. 786, or (b) the procedural safeguards implemented pursuant to Defendants’ Phase I Guidance, Dkt. 663-4;
- B. All Released Sub-Class One Members, as defined in Section I.B.iii.2, (*i.e.*, who remained unrepresented when they received orders of removal before an Immigration Judge);

C. All Removal Order Class Members, including Pre-Injunction Removal Order Class Members, who submit evidence that they were determined to be incompetent by any administrative or judicial tribunal in the United States within the three years preceding the date they had the final order of removal entered in their proceeding; and

D. All Private Agreement Removal Order Class Members.

VIII. Joint Motion to Reopen Procedures. For all eligible Removal Order Class Members described in Section VII, *supra*, ICE agrees to favorably exercise its discretion pursuant to 8 C.F.R. §§ 1003.23(b)(4)(iv) or 1003.2(c)(3)(iii) to join and file the Removal Order Class Member's motion to reopen his or her immigration proceedings, subject to the following provisions:

- A. If Defendants identify the Removal Order Class Member as inadmissible or deportable as described in 8 U.S.C. §§ 1182(a)(3) or 1227(a)(4), ICE may decline to favorably exercise its discretion to join the Removal Order Class Member's motion to reopen.
- B. If Defendants determine that the Removal Order Class Member is subject to Section VIII.A, *supra*, or is ineligible because he or she received the safeguards set forth in Section III of the Court's Implementation Plan Order, Dkt. 786, or the procedural safeguards implemented pursuant to Defendants' Phase I Guidance, Dkt. 663-4, ICE shall send a written notice to the Removal Order Class Member's last known address setting forth the basis for the declination or ineligibility. Defendants shall also send a copy of this written notice to Plaintiffs' counsel. Absent compelling reasons justifying Defendants' delay, Defendants shall send this written notice and copy within thirty (30) days of the date of receipt of the Removal Order Class Member's request for a joint motion.

- C. Any Removal Order Class Member for whom ICE declines to submit a joint motion to reopen pursuant to this Section shall retain the right to file a motion to reopen before the Board of Immigration Appeals (“BIA”) or the Immigration Court pursuant to the provisions of Section X, *infra*, depending on the forum in which the Removal Order Class Member’s order of removal became final.
- D. If ICE favorably exercises its discretion to file a joint motion to reopen pursuant to this Section, ICE shall file any such motion with either the BIA or the Immigration Court, depending on the forum in which the Removal Order Class Member’s order of removal became final.
- E. ICE’s favorable exercise of discretion to file a joint motion to reopen pursuant to this Section shall not preclude ICE from contesting any issue of fact, law, or discretion in any reopened proceedings, including, but not limited to, the Removal Order Class Member’s competency or incompetency.

IX. Notice of Joint Motion to Reopen Procedures. The parties agree to provide notice of the joint motion to reopen procedures described in Section VIII of this Agreement, *supra*, as follows:

- A. By the Notice Date, Defendants shall send the Joint Motion Notice and Instructions to each Removal Order Class Member who is identified in Sections VII.A-B and VII.D, *supra*, at the Removal Order Class Member’s last known address (if any) associated with their removal case recorded within ICE’s EARM,⁶ whether inside or outside the United States.

⁶ Defendants will provide Plaintiffs with the names, alien numbers, and referenced EARM address information (if any) for these individuals in the following format structure: Address Type; Street Line 1; Street Line 2; Street Line

- B. The Joint Motion Notice and Instructions shall inform the Removal Order Class Member that he or she may request that ICE join a motion to reopen his or her proceedings before the BIA or the Immigration Court. This notice shall also describe the procedure through which the Removal Order Class Member should make such a request, and include an accompanying request template, attached as Exhibit G, that the individual should send to ICE in order to request a motion to reopen.
- C. Defendants shall post the notice and request template in a reasonably accessible location on the EOIR and ICE websites, pursuant to Section III, *supra*.
- X. Unilateral Motion to Reopen Procedures. Any individual who was detained and unrepresented in Arizona, California, and Washington on or after November 21, 2011 (the date the Court certified the class in this case), remained detained and unrepresented when they received an order of removal before an Immigration Judge, and received neither (a) the safeguards set forth in Section III of the Court's Implementation Plan Order, Dkt. 786, nor (b) the procedural safeguards implemented pursuant to Defendants' Phase I Guidance, *see* Dkt. 663-4, shall have the ability to file a motion to reopen with the BIA or the Immigration Court, pursuant to the following provisions:
- A. A motion to reopen filed by such an individual must demonstrate with evidence that the individual meets the newly-narrowed Main Class membership criteria set forth in Dkt. 690 at 1-2, and that the individual was not represented at the time the order of removal was entered before the Immigration Judge.

3; Apartment Number; PO Box; City; County; State Code; State; Postal Code; Country Code; Country.

- B. A motion to reopen by such an individual must set forth argument or evidence showing that the individual has a plausible defense to removability and/or plausible grounds for relief.
- C. ICE shall have the right to oppose a motion to reopen filed by an individual pursuant to this Section. For motions filed by Removal Order Class Members pursuant to this Section, however, ICE's opposition shall be limited to the following grounds:
1. The Removal Order Class Member does not meet the newly-narrowed Main Class Definition, Dkt. 690 at 1-2, or did not meet such definition at the time they had their final order of removal entered in their proceedings;
 2. The Removal Order Class Member received the procedural safeguards set forth in Section III of the Court's Implementation Plan Order, Dkt. 786, or Defendants' Phase I Guidance, Dkt. 663-4;
 3. Reopening the Removal Order Class Member's proceedings would be futile because the Removal Order Class Member would remain removable and/or be ineligible for relief from removal in reopened immigration proceedings;
 4. The Removal Order Class Member is described in 8 U.S.C. §§ 1182(a)(3) or 1227(a)(4).
- D. If the Immigration Court or the BIA denies a motion to reopen filed by an individual pursuant to this Section solely on the basis that the individual would remain removable and/or be ineligible for relief from removal in reopened immigration proceedings, the following provisions shall apply:
1. Within fourteen (14) days of such denial, or as soon as practicable upon discovering the existence of such denial,

Defendants shall notify Plaintiffs' counsel of the name and identity of the individual whose motion was denied, a copy of the order denying the motion to reopen, a copy of the individual's motion, and a copy of ICE's opposition (if any) to the individual's motion to reopen.

2. Within thirty (30) days of such denial, or as soon as practicable upon obtaining the individual's A-file, Defendants shall provide Plaintiffs' counsel with a copy of relevant documents from the A-file, including any applications, decisions and related documents submitted to U.S. Citizenship and Immigration Services ("USCIS") or EOIR, of the individual whose motion was denied. Defendants retain the right to withhold or redact any confidential or privileged information in these documents. Notwithstanding this provision, Defendants will also consider reasonable requests for additional non-confidential or non-privileged records upon Plaintiffs' showing that the records are probative to the individual's defense to removability or claim for relief.
3. Within thirty (30) days of Plaintiffs' receipt of the documents in Section X.D.2, *supra*, Plaintiffs may provide Defendants' counsel with supplemental evidence or arguments demonstrating a plausible defense to removability and/or plausible grounds for relief. Within thirty (30) days of receiving Plaintiffs' argument and evidence, Defendants shall review this evidence and argument and then determine whether they (a) will enter a joint motion to reopen; or (b) choose not to enter a

joint motion to reopen, and shall inform Plaintiffs' counsel of their decision.

4. If Defendants choose not to enter a joint motion to reopen pursuant to Section X.D.3, *supra*, the Removal Order Class Member may then file one additional motion to reopen with evidence or arguments demonstrating a plausible defense to removability, or plausible grounds for relief.
5. The second motion to reopen must be filed within ninety (90) days of the date Defendants advise Plaintiffs' counsel in writing that they will not enter a joint motion to reopen. The time and numerical limitations on motions to reopen will not bar this second motion, if it complies with the 90-day deadline set forth in this subsection. *See* Section XII, *infra*.

E. If ICE does not oppose a motion to reopen filed by an individual pursuant to this Section, such declination shall not preclude ICE from contesting any issue of fact, law, or discretion in any reopened proceedings, including, but not limited to, the individual's competency or incompetency.

XI. Notice of Unilateral Motion to Reopen Procedures.⁷ The parties agree to provide notice of the unilateral motion to reopen procedures described in Section X of this Agreement, *supra*, as follows:

- A. By the Notice Date, Defendants shall send the Unilateral Motion Notice and Instructions to each Removal Order Class Member identified

⁷ Nothing in this Agreement is intended to limit Plaintiffs' right to send a general notice, along with the Summary Class Notice, to the U.S. and foreign consular officials of any country to which a Removal Order Class Member was removed, describing the terms of this Agreement.

pursuant to Section VI who did not receive notice pursuant to Section IX (Notice of Joint Motion to Reopen Procedures), *supra*, at the Removal Order Class Member's last known address (if any) associated with their removal case recorded within ICE's EARM,⁸ whether inside or outside the United States.

B. The Unilateral Motion Notice and Instructions shall inform the Removal Order Class Member that he or she may file a motion to reopen his or her proceedings before the BIA or the Immigration Court. This notice shall also describe the procedure through which the Removal Order Class Member should file such a motion, and include an accompanying cover letter, attached as Exhibit H, that the individual should send along with his or her motion to reopen.

C. Defendants shall post the notice and cover letter in a reasonably accessible location on the EOIR and ICE websites, pursuant to Section III, *supra*.

XII. Tolling of Time and Numerical Limitations. The first motion to reopen filed by a Removal Order Class Member pursuant to this Agreement that is accepted for adjudication on the merits shall not be subject to the time or numerical limitations set forth in the Immigration and Nationality Act ("INA") and its implementing regulations, with the exception of the time deadline set forth in Section XV, *infra*. Similarly, a subsequent motion to reopen that is accepted for adjudication on the merits submitted pursuant to section X.D.4-5 shall not be subject to the time or

⁸ Defendants will provide Plaintiffs with the the names, alien numbers, and referenced EARM address information (if any) for these individuals in the following format structure: Address Type; Street Line 1; Street Line 2; Street Line 3; Apartment Number; PO Box; City; County; State Code; State; Postal Code; Country Code; Country.

numerical limitations set forth in the INA and its implementing regulations. As part of this Agreement, the Court has entered an order equitably tolling the time and numerical limitations set forth in the INA and its implementing regulations for a Removal Order Class Member's first motion to reopen filed pursuant to this Agreement that is accepted for adjudication on the merits, or subsequent motion to reopen submitted pursuant to Section X.D.4-5 that is accepted for adjudication on the merits. *See* Dkt. 786 at 26.

XIII. Inapplicability of the Post-Departure Bar. The Parties agree that, in the absence of contrary law in the applicable circuit, the so-called "post-departure bar" contained in 8 C.F.R. §§ 1003.2(d) and 1003.23(b)(1) shall not prohibit an Immigration Judge or the BIA from adjudicating a Removal Order Class Member's motion to reopen on the merits, where such motion is authorized under the terms of this Agreement.

XIV. Right of Appeal. The Parties agree that any individual may appeal the denial of his or her motion to reopen filed before EOIR pursuant to this Agreement, whether joint or unilateral, to the BIA and the Court of Appeals, pursuant to the general laws or regulations that govern appeals of the orders of the BIA or Immigration Judges. Defendants may appeal an Immigration Judge's grant of any unilateral motion to reopen filed pursuant to this Agreement to the BIA, pursuant to the general laws or regulations that govern appeals of the orders of an Immigration Judge.

XV. Deadline to Request a Joint Motion or File a Unilateral Motion. Any request to ICE to join a motion to reopen and any unilateral motion to reopen filed pursuant to this Agreement must be submitted within eighteen (18) months after the date of the Approval Hearing, except for subsequent motions to reopen filed pursuant to Section X.D, *supra*.

XVI. Facilitation of Return to the United States. In all cases concerning a Removal Order Class Member who has been physically removed from the United States and whose motion to reopen is granted by the BIA or the Immigration Judge pursuant to this Agreement, ICE agrees to take reasonable steps to facilitate the Removal Order Class Member's prompt return to the United States.

- A. These reasonable steps may include, but are not limited to, reviewing and processing any paperwork necessary for the individual's return; working with the Department of State, through the U.S. Embassy or Consulate, to obtain a transportation/boarding letter on the individual's behalf; and working with U.S. Customs and Border Protection to assist in the individual's physical reentry upon arrival.
- B. If a Removal Order Class Member whose motion to reopen is granted by the BIA or the Immigration Judge pursuant to this Agreement is residing in a location that is more than one hundred (100) miles away by land from any port of entry in the United States, ICE agrees to pay reasonable travel expenses for the Removal Order Class Member's return to the United States, provided that the individual is not entitled to choose the time and mode of transportation, as follows:
 1. Defendants agree to pay reasonable travel expenses for all Post-Injunction Removal Order Class Members and Private Agreement Removal Order Class Members whose joint motions to reopen are granted.
 2. In addition to the Removal Order Class Members described in Section XVI.B.1, *supra*, Defendants agree to pay reasonable travel expenses for the first one hundred (100) additional individuals residing in a location that is more than one hundred (100) miles away by land from any port of entry in the United

States, who file motions to reopen pursuant to this Agreement, and whose motions are granted.⁹

- C. The Removal Order Class Member, upon return to the United States, shall assume the immigration status, if any, he or she held prior to entry of the removal order. The Removal Order Class Member's return to the United States shall not confer either a new benefit (e.g., an individual who was present without admission or parole prior to the entry of their removal order and who is returned pursuant to the Secretary of Homeland Security's 8 U.S.C. § 1182(d)(5)(A) parole authority under this Agreement, shall not be considered to have been "paroled" for purposes of seeking adjustment of status) or a new disability that the Removal Order Class Member did not possess prior to the date he or she received a final order of removal, with the exception of the conditions set forth in Part XVI.D, *infra*.
- D. Defendants shall retain the right to make a custody determination upon a Removal Order Class Member's return to the United States pursuant to this Agreement, and, if deemed necessary or compelled by law, to detain the Removal Order Class Member upon return.
1. Any such custody determination and/or detention must comply with applicable laws and regulations. The Removal Order Class Member shall retain the right to request a new custody determination, seek a bond hearing or release from detention, or

⁹ It is anticipated that there will be less than one hundred (100) individuals in the group described in Section XVI.B.2, *supra*. However, Defendants agree to consider, on a case-by-case basis, paying reasonable travel expenses for any other individuals whose motions to reopen are granted pursuant to this Agreement.

challenge the conditions of his or her detention, as any applicable laws or regulations allow.

2. If a Removal Order Class Member was detained prior to entry of a final order of removal and departing from the United States, and is detained upon his or her return to the United States pursuant to this Agreement, then ICE shall not consider the Removal Order Class Member's previous removal and departure to constitute a break in custody for the purposes of opposing a request for a bond redetermination hearing before an Immigration Judge.
3. If a Removal Order Class Member is not detained upon his or her return to the United States pursuant to this Agreement, and fails to appear at a scheduled hearing for an unexcused reason or no reason, he or she shall not be ordered removed in absentia in the reopened proceedings, unless or until (1) he or she is represented in his or her immigration proceedings or (2) he or she has been determined mentally competent by the Immigration judge prior to the failure to appear. If such Removal Order Class Member fails to appear at a scheduled hearing for an unexcused reason or no reason, he or she may be re-detained by ICE and, for purposes of any subsequent bond hearings, the failure to appear shall constitute clear and convincing evidence that the individual is a flight risk.

XVII. Enforceability and Mediation of Disputes. The Parties shall submit this Agreement to the Court for its approval. The Court shall retain jurisdiction to enforce the terms of this Agreement, and shall have the authority to order specific

performance of the terms of this Agreement upon a showing of breach by either side, subject to the procedures set forth below.

- A. Except as described below in the case of an exigent circumstance, if either Party alleges that the other Party has failed to comply with the terms of this Agreement, the allegedly aggrieved Party shall make such allegations in writing and submit such allegations to the other Party, who shall have twenty-one (21) days to respond after the date the written allegations are received. No later than twenty-one (21) days after receipt of this response, the Parties shall then meet and confer in good faith in an attempt to resolve the dispute.
- B. If the Parties are unable to resolve the dispute via a meet-and-confer pursuant to Section XVII.A, *supra*, the allegedly aggrieved Party may file a motion for compliance with the Court.
- C. Notwithstanding the foregoing, if a violation of this Agreement will likely result in imminent and irreparable harm to a Removal Order Class Member ("Exigent Violation"), Plaintiffs must provide a Notice of Non-Compliance that identifies the exigency and the Exigent Violation.¹⁰ Notwithstanding the time periods set forth above, Defendants shall endeavor to respond to a Notice of Exigent Violation within 72 hours, except if exigent circumstances require a shorter response. If the Parties are unable to resolve the dispute taking into account a time frame that

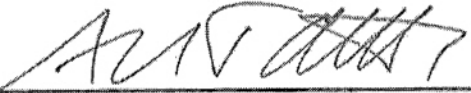
¹⁰ Exigent Violations include violations that, due to their urgency, cannot effectively be remedied on the ordinary timetable for resolution of disputes set forth in Sections XVII.A-B. Examples of Exigent Violations include: a Removal Order Class Member with a final order who faces the imminent threat of physical deportation from the United States, as a result of Defendants' breach of this Agreement; and a Removal Order Class Member who has established an entitlement to return to the United States under this Agreement, and who is at imminent risk of harm, but whose return to the United States Defendants have not reasonably facilitated pursuant to this Agreement.

considers the relevant exigency, Plaintiffs' counsel may file an emergency motion before the Court to compel specific performance to remedy only the Exigent Violation without initiating any meet and confer process pursuant to the preceding subsections.

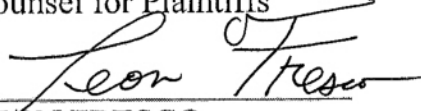
XVIII. Nondisplacement of Regular Motion to Reopen Procedures.

Defendants agree that the procedures for reopening cases set forth in this Agreement are separate and apart from the regular motion to reopen procedures already available under the immigration statutes and regulations. The procedures established by the Reopening Settlement Agreement are not intended to limit or otherwise replace a Removal Order Class Member's right to seek any other form of relief, including but not limited to a motion to reopen filed pursuant to the immigration statutes and regulations, or a request that ICE join a motion to reopen the Removal Order Class Member's proceedings.

Dated: 2/23/15

By: 
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Counsel for Plaintiffs

2/24/15

By: 
LEON FRESCO
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Counsel for Defendants

PWS Addendum 1

The following paragraph is being added to the PWS for this Requirement at Section II Part C “Scope of Work:”

Virtual Attorney Visitation Capability

Virtual attorney visitation is an established facility protocol that allows attorneys (or legal representatives) to contact the facility and schedule video teleconference (VTC) visitation with their detainee client(s) at least 24-hours in advance of the desired teleconference.

The facility plant layout and design will accommodate virtual attorney visitation. The utilized space/room must be private, allowing for confidential attorney-client conversations, and must be equipped with video teleconference equipment and/or tablet(s) permitting both visual and audio communications.

The room must also have a windowed door or other mechanism that allows detainee observation for safety. While the designated space and equipment can be utilized for other purposes, it is expected that virtual attorney visitation will be made available for at least six (6) hours each day.

The following paragraph is replacing the current first paragraph of the PWS for this Requirement, located at Section IV Personnel and Staffing at Part J (Facility Staffing Plan, Floor Plan and Key Personnel).

The following paragraph is being added to the PWS for this Requirement at Section II Part F “On-Call Guard Services:”

F. On-Call Guard Services

3. e) The Contractor shall bill On-Call Transportation/Guard Hours 1 – 8 at the “regular” hourly rate, “overtime” will begin after 8 hours in a single day per employee.

The following paragraph is being added to the PWS for this Requirement at Section IV Personnel and Staffing at Part J and will wholly replace the current 1st paragraph of this section:

J. Facility Staffing Plan, Floor Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post positions in accordance with the Contractor-submitted and Government-approved Contractor Staffing Plan to include relief factors and the agreed upon detainee ramp schedule.

The number, type, and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation.

Staffing levels shall not fall below a monthly average of 75% for custody staff, 80% for health services and 75% for all other departments of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers (custody staff) shall not fall below a monthly average of 75%. Staffing levels for all departments other than custody and health services will be calculated in the aggregate.

Each month, the Contractor shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 90 days. Failure to fill any individual position within 90 days of the vacancy may result in a deduction by the CO from the monthly invoice if the vacancy in combination with other vacancies regardless of duration brings staffing levels below 75% for custody staff, 80% for health services and 75% for all other departments.

The deduction shall be based on the daily salary and benefits of the vacant position. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted. No deduction shall apply during any period the Contractor documents that a vacant position was covered through the use of overtime, contract staff or otherwise. Each month, the Contractor shall submit to the COR any Key Personnel that will be absent from the facility for over five working days. If the Key Personnel will be absent for over five working days and the contractor will not provide an "acting" position to backfill that Key Personnel position during the absence, the CO has the right to make a deduction based on the daily salary and benefits of the absent Key Personnel position.

Requirement B PWS Addendum	
Location Requirements	These detention services will be performed at the location specified for Requirement B as described in the RFP.
Estimated Population Size	
Male	Approximately 1,700
Female	Approximately 400
Juvenile	0
Family	0
Special Management unit for administrative and discipline segregation	Yes
Expected Risk Detainees	
Level 1 (Low)	Yes
Level 1.5 (Medium Low)	Yes
Level 2 (Medium High)	Yes
Level 3 (High)	Yes
Facility, Detention and Administrative Space Requirements	
ICE ERO	<p>The required infrastructure will need to meet ICE Performance Based Performance Based National Detention Standards (PBNDS) standards and must have the infrastructure to support screening rooms, exam rooms, isolation room(s) negative air pressure room, teleradiology, etc.</p> <p>The Contractor is required, in units housing U.S. Immigration and Customs Enforcement (ICE) detainees, to perform in accordance with the 2011 ICE PBNDS, 2016 Revisions dated December 2016 (PBNDS 2011, 2016 Revisions), including optimal provisions. Optimal provisions such as the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the ICE PBNDS.</p> <p>The facility needs to be compliant with the ICE-ERO Design Standards for Contract Detention Facilities (CDF), as well as ICE ERO Structure Cable Plant Standard. CDF – Executive Office for Immigration Review (EOIR) Design Standards to include EOIR Cabling Standards. ICE Health Services Corps (IHSC) Design Standards and</p>

	<p>other Design Standards as required. With appropriate office space for EOIR, OPLA, IHSC and USCIS staff in the facility.</p> <p>ICE ERO prefers having its own separate building on the same property to perform daily operations. Considering current security threats, it is best for officer safety to allow officers to keep their firearm on their person.</p> <p>Any proposed existing facilities will need to meet ICE ERO needs.</p> <p>The facility shall have a complete secure perimeter fence around the entire facility, secure sally ports, secure entry/exit, as per the ICE ERO CDF Design Standards as well as protective barriers at entrances.</p> <p>The facility shall provide for the construction of an HSDN/Secure communication room to support a classified computer system to support the ICE ERO Intel Unit.</p> <p>Administrative and support space for ICE ERO staff of approximately 120 employees</p> <p>Including at least: (b)(7)(F) Offices (b)(7)(F) OIC + (b)(7)(F) AOIC + (b)(7)(F) DSM + (b)(7)(F) SDDO's + (b)(7)(F) DO's) (b)(7)(F) Cubicles (b)(7)(F) DO's + (b)(7)(F) ERA's)</p> <p>ICE-IHSC: dedicated offices required for the ICE ERO IHSC personnel administrative and medical staff</p> <p>At least: 8 offices for administrative staff 4 offices for clinical staff 1 large office for (b)(7)(F) medical record technicians 15 cubicles for clinical charting 1 room for office supply storage 2 secure large rooms for medical supply and equipment storage</p>
ICE OPLA	At least:

	<p>(b)(7)(F) Offices (b)(2) Deputies + (b)(7)(F) Attorneys)</p> <p>(b)(7)(F) Cubicles for Support Staff</p> <p>1 Secure File Room</p> <p>1 Supply Room</p>
U.S. Citizenship and Immigration Services (USCIS)	<p>At least:</p> <p>(b)(7)(F) Offices</p> <p>(b)(7)(F) Cubicles</p> <p>4 Interview Rooms</p>
Executive Office for Immigration Review (EOIR) Space	<p>The EOIR space must be compliant with the U.S. DHS Design Standards for EOIR (2011), Section 3.7.</p> <p>EOIR Space: Per the U.S. DHS Design Standards for EOIR including but not limited to:</p> <p>(b)(7)(F) Offices (b)(2) Judges + (b)(2) Court Administrator + (b)(7)(F) Supervisory Staff)</p> <p>(b)(7)(F) Cubicles (b)(7)(F) Support Staff consisting of Administrative Staff, Law Clerks, Mail/File Clerk)</p> <p>12 Courtrooms</p>
Additional Administrative/Common area requirements	<p>Per the ICE -ERO CDF Design Standards including but not limited to:</p> <ul style="list-style-type: none"> ▪ Increased Intake Area ▪ Additional Holds Rooms near Courts ▪ Additional Attorney and General Visitation Space ▪ Additional common room space for Mental Health Programing ▪ Break room with kitchenette ▪ Storage File Room ▪ Secure File Room ▪ Supply Room ▪ Interview Room ▪ Executive Conference Room (with VTC capability) ▪ Large Muster Room (with VTC capability) ▪ Work Out Room ▪ Cardio Room ▪ DT Mat Room ▪ Small Classroom ▪ Armory ▪ Copier/Fax/Printer/Shredder Area ▪ Male Locker Room/Restroom (not used/shared with detainees/inmates)

	<ul style="list-style-type: none"> ▪ Female Locker Room/Restroom (not used/shared with detainees/inmates) ▪ Separate Government Employee Entrance
Furniture Requirements	Furniture and flooring will be as per ICE-ERO Design Standards for Contract Detention Facilities (CDF) and to be replaced at a maximum 5-year life cycle – Cut sheets for proposed furniture to be submitted to the COR for approval. A propose scheduled for flooring replacement and cleaning will need to be provided with the life cycle not to exceed 5 years
Additional Electronic Requirements	<p>At least the following:</p> <ul style="list-style-type: none"> ▪ 220 phone numbers/lines/extensions ▪ 10 separate fax numbers/lines/extensions ▪ 10 VTC lines (PRI/T1) for two VTC systems ▪ 10 copiers (fax/scan capable) and supplies (such as paper and ink) – Contractor is responsible for maintenance and/or replacement of copiers in the event of failure. ▪ Contractor is to provide Wi-Fi secure access throughout the facility
Parking	<p>Secure parking with controlled access for ingress and egress.</p> <p>A minimum of (b)(7)(E) secured/covered onsite parking spaces used exclusively for Government and ICE visitors as follows:</p> <ul style="list-style-type: none"> (b)(7)(E) for ICE employees (b)(7)(E) for ICE OPLA employees (b)(7)(E) for ICE IHSC employees (b)(7)(E) for USCIS employees (b)(7)(E) for EOIR employees (b)(7)(E) for GOV visitors <p>A separate secured covered parking is required for Government owned Transportation vehicles (approximately 12 buses 20 Vans and other GOVs)</p> <p>The contractor will need to provide separate and adequate, secured parking for contract personnel working at the facility, separate from the facility visitor required parking and DHS parking.</p>
Transportation Requirements	

Historically, the vendor for this requirement performed ground transportation for stationary duty, legal runs, air removal, land removal, and medical trips. Most frequently, the vendor performed local area medical transports. In FY19, the vendor drove approximately 133,402 miles. In addition to the number of miles, in FY19, the vendor used approximately 17,175 guard hours to support ground transportation activities moving approximately 7,442 detainees .

The preceding information is provided only for reference for Offerors. This information shall not constitute a guaranteed minimum number of beds, detainees nor miles, nor shall it constitute a maximum number of miles required under any forthcoming contract.

All transportation will be performed according to the most current PNBDS Standards and ICE ERO applicable policies.

The Contractor shall assign, at a minimum, two-person teams of transportation officers, with at least one officer being a female, whenever necessary throughout a 24-hour period, 7 days a week, including weekends and holidays.

Transportation Routes	Starting Point	Ending Point	Detainees	Trips
	(b)(7)(E)		per Week	
			30	18
			10	12
			15	5
			8	5
			5	3
			5	3
			1	1
			50	2
			5	2
			25	2
			5	2
		45	1	
These are sample transportation plans requirements. The transportation routes will need to be finalized once a successful offeror and location have been determined.				
Transportation Guaranteed Minimum mileage	N/A			
Guard Services				
Minimum Hours	N/A			
Required postings/patrols	Contract Facility provides security to perimeter and unsecure areas of facility grounds.			
Training				
	The Contractor shall submit a training forecast and lesson plans to the COR or ICE designee at least 30 days prior to all training.			

DTS Contractor	
<u>ICE DTS Contractor Information:</u>	
DTS Talton Communications 910 Ravenwood Dr. Selma, AL 36701	
(b)(6); (b)(7)(C)	(b)(6); (b)(7)(C)
Customer Relations Manager	Operations Manager
(334) 375 (b)(6); (b)(7)(C)	(334) 375 (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)@taltoncommunications.com	(b)(6); (b)(7)(C)@taltoncommunications.com

SECTION B:

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The Contractor shall provide all management, supervision, labor, and materials necessary to perform the services identified in the Performance Work Statement on an Indefinite Delivery – Indefinite Quantity basis to have detention beds purchased on a firm fixed price basis.

B.2 CONTRACT PRICING

Offerors are instructed to fill in the Contract Line Item Number (CLIN) table below. This table may be edited prior to award but is anticipated to be the CLIN structure that will be utilized for this contract. All Base and Option Period pricing shall be incorporated into this contract upon award. Offerors may propose an alternate CLIN structure.

Base Period (December 20, 2019 – December 19, 2024):

			Dec 20, 2019 - Dec 19, 2020			Dec 20, 2019 - Dec 19, 2024		
CLIN	Description	Unit	Year 1 Qty	Year 1 Unit Price	Year 1 Total	5 Year Total Qty	5 Year Blended Unit Price	5 Year Total
0001	Transition (If needed)	0	0	0	0			
0002*	Detention Services Bed Day Rate Guaranteed Minimum (b)(4) Beds)	Bed Days	(b)(4)					
0003*	Detention Services Bed Day Rate Above Guaranteed Minimum (b)(4) Beds)							
		Bed Days						
0004	Transportation Mileage (Mileage reimbursed in accordance with JTC rates) (b)(4) per mile currently)							
0005	On-Call / Transportation Guard Hours (Regular Hourly Rate)	Hours						
0006	On-Call / Transportation Guard Hours (Overtime Rate)	Hours						
0007	Detainee Work Program Rate: (b)(4) Per Day Per Detainee	Detainee-Day						
0008	Surge/Facility Upgrades	Not to Exceed, All Vendors						
					\$120,306,176.60			\$610,502,268.76
*CLIN Unit Price will inflate by 2.50% annually during the five-year base period								

Option Period 1 (December 20, 2024 – December 19, 2029):

			Dec 20, 2024 - Dec 19, 2025			Dec 20, 2024 - Dec 19, 2029		
CLIN	Description	Unit	Year 1 Qty	Year 1 Unit Price	Year 1 Total	5 Year Total Qty	5 Year Blended Unit Price	5 Year Total
1001*	Detention Services Bed Day Rate Guaranteed Minimum (b)(4) Beds)	Bed Days	(b)(4)					
1002*	Detention Services Bed Day Rate Above Guaranteed Minimum (b)(4) Beds)	Bed Days						
1003	Transportation Mileage (Mileage reimbursed in accordance with JTC rates (b)(4) per mile currently)							
1004	On-Call / Transportation Guard Hours (Regular Hourly Rate)	Hours						
1005	On-Call / Transportation Guard Hours (Overtime Rate)	Hours						
1006	Detainee Work Program Rate (b)(4) Per Day Per Detainee	Detainee- Day						
1007	Surge/Facility Upgrades	Not to Exceed, All Vendors						
Total Year 1 of Option Period 1					\$135,000,368.50			\$687,796,525.54
*CLIN Unit Price will inflate by 2.50% annually during the five-year Option Period 1								

Option Period 2 (December 20, 2029 – December 19, 2034):

			Dec 20, 2029 - Dec 19, 2030			Dec 20, 2029 - Dec 19, 2034		
CLIN	Description	Unit	Year 1 Qty	Year 1 Unit Price	Year 1 Total	5 Year Total Qty	5 Year Blended Unit Price	5 Year Total
2001*	Detention Services Bed Day Rate Guaranteed Minimum (b)(4) Beds)	Bed Days	(b)(4)					
2002*	Detention Services Bed Day Rate Above Guaranteed Minimum (b)(4) Beds)	Bed Days						
2003	Transportation Mileage (Mileage reimbursed in accordance with JTC rates (b)(4) per mile currently)							
2004	On-Call / Transportation Guard Hours (Regular Hourly Rate)	Hours						
2005	On-Call / Transportation Guard Hours (Overtime Rate)	Hours						
2006	Detainee Work Program Rate (b)(4) Per Day Per Detainee	Detainee- Day						
2007	Surge/Facility Upgrades	Not to Exceed, All Vendors						
Total Year 1 of Option Period 2					\$151,625,979.80			\$775,229,873.08
*CLIN Unit Price will inflate by 2.50% annually during the five-year Option Period 2								

B.3 MINIMUM AND MAXIMUM QUANTITIES

The Government's minimum quantity of detention beds per day is (b)(4) beds. The maximum quantity of beds available per day is (b)(4).

B.4 FUNDING

Funds for the services provided will be obligated, at the task order level, as they become available, or excess funds de-obligated at the task order level, by modification to the task order contracts unilaterally by the Government.

U.S. Department of Homeland Security
Immigration and Customs Enforcement



Section C
Performance Work Statement
Detention Services
(California-Wide)
(October 25 2019)

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I. EXPLANATION OF TERMS/ACRONYMS

1. ADMINISTRATIVE SEGREGATION: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are in route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. ADULT LOCAL DETENTION FACILITY (ALDF): A facility which detains persons over the age of 18.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. AMERICAN CORRECTIONAL ASSOCIATION (ACA): The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. BED-DAY: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that is referred to a contractor for detention. The bed days are calculated by subtracting the date booked into custody from the date released from custody. The contractor may charge for day of arrival, but not day of departure.
6. BED-DAY RATE: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate including direct costs, indirect costs, overhead, and profit necessary to provide the detention, and food service requirements as described in the PWS.
7. BOOKING: A procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property. The Contractor may be responsible for booking the detainee into ICE systems upon receiving the detainee.
8. BUREAU OF PRISONS (BOP): The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. CATEGORICAL EXCLUSION (CATEX): A determination that a particular activity that does not need to undergo detailed environmental analysis in an Environmental Assessment (EA) or Environmental Impact Statement (EIS) because it has been found to normally not have the potential, individually or cumulatively, to have a significant effect on the human environment.
10. CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
11. CONTRABAND: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:

- a) **Hard Contraband:** Any item that is inherently dangerous as a weapon or tool of violence, e.g., knife, explosives, “zipgun,” brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
 - b) **Soft Contraband:** Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual’s safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
12. **CONTRACTING OFFICER (CO):** An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
 13. **CONTRACTING OFFICER’S REPRESENTATIVE (COR):** Employees of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
 14. **CONTRACTOR:** The entity, which provides the services, described in this Performance Work Statement (PWS).
 15. **CONTRACTOR EMPLOYEE:** An employee of a private Contractor hired to perform a variety of detailed services under this contract.
 16. **CONTROL ROOM:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution’s orderly and secure operation.
 17. **CREDENTIALS:** Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
 18. **DEPARTMENT OF HOMELAND SECURITY (DHS):** A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
 19. **DEPARTMENT OF JUSTICE (DOJ):** A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
 20. **DESIGNATED SERVICE OFFICIAL:** An employee of U.S. Immigration and Customs Enforcement designated in writing by the ICE Field Office Director (FOD) to represent ICE on matters pertaining to the operation of the facility.
 21. **DETAINEE:** Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
 22. **DETAINEE RECORDS:** Information concerning the individual’s personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
 - a) Detainee, Personal Property
 - b) Receipts, Visitors List, Photographs
 - c) Fingerprints, Disciplinary Infractions
 - d) Actions Taken, Grievance Reports, Medical
 - e) Records, Work Assignments, Program Participation
 - f) Miscellaneous Correspondence, etc.
 23. **DETENTION OFFICERS:** Contractor’s uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in

a detention facility. The officer is also responsible for the safety and security of the facility.

24. DETENTION STANDARDS COMPLIANCE UNIT (DSCU): The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
25. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
26. DIRECTIVE: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates' authority, and/or assigns responsibilities.
27. DISCIPLINARY SEGREGATION: A unit housing detainees who commit serious rule violations.
28. EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
29. EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
30. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of detainees who are in the United States illegally.
31. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
32. ENVIRONMENTAL ASSESSMENT (EA): A concise public document for which a Federal agency is responsible that serves to: briefly provide sufficient evidence and analysis for determining whether to prepare an EIS or a Finding of No Significant Impact (FONSI), aid an agency's compliance with the National Environmental Policy Act (NEPA) when no EIS is necessary, and facilitate preparation of an EIS when one is necessary.
33. ENVIRONMENTAL IMPACT EVALUATION: The process of determining the level of significance of a potential impact on the human environment. It includes all necessary information needed to analyze the potential for environmental impact of a proposed action, assign a value to the level of impact (e.g., minor, moderate, or major), consider mitigation, and determine the level of significance; whether significant or not. An environmental impact evaluation results in either the application of a CATEx, documentation in the form of an EA and FONSI or a final EIS and Record of Decision (ROD).
34. ENVIRONMENTAL IMPACT STATEMENT (EIS): A detailed written statement as required by section 102(2)(C) of the NEPA. It is a comprehensive document that provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, and which of those would

avoid or minimize the adverse impact(s) or enhance the quality of the human environment.

35. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ. The primary mission of the Executive Office for Immigration Review (EOIR) is to adjudicate immigration cases by fairly, expeditiously, and uniformly interpreting and administering the Nation's immigration laws. Under delegated authority from the Attorney General, EOIR conducts immigration court proceedings, appellate reviews, and administrative hearings.
36. EXTRAORDINARY CIRCUMSTANCES: When evaluating whether or not to apply a CATEX to a proposed action, these are circumstances associated with the proposed action that might give rise to significant environmental effects requiring further analysis and documentation in an EA or EIS.
37. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
38. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Warden, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contracted detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
39. FINDING OF NO SIGNIFICANT IMPACT (FONSI): A document by a Federal agency briefly presenting the reasons why an action, not otherwise excluded, will not have a significant effect on the human environment, and for which an EIS therefore will not be prepared.
40. FIRST AID: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
41. FLIGHT OPERATIONS UNIT (FOU): The FOU is the principal mass air transportation and manages government and contract flights.
42. GOVERNMENT: Refers to the United States Government.
43. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
44. HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
45. HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
46. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
47. HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.
48. ICE Designee- ICE personnel designated by the COR.
49. ICE HEALTH SERVICES CORP (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive detainee health care program.

50. ICE Vehicle Control Officer – ICE personnel responsible for fleet management of government vehicles.
51. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
52. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.
53. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
54. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years.
55. KEY PERSONNEL: Any one of the following positions employed by the Contractor; Warden or Facility Director, Assistant Warden or Assistant Facility Director, Supervisory Detention Officer, Training Officers, Quality Assurance Manager.
56. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
57. LOG BOOK: The official record of post operations and inspections.
58. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
59. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
60. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
61. MILEAGE RATE: A fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.
62. NEPA-COMPLIANCE DOCUMENT: A document by a Federal agency that records how the agency meets the requirements of NEPA through the evaluation of the proposed action. This document could be a CATEX, EA and FONSI, or EIS and ROD.
63. NON-CONTACT VISITATION: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
64. NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
65. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.
66. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office which implements a component-wide personnel security program.
67. ON CALL/REMOTE CUSTODY OFFICER POST: Posts operated as requested by the COR, or other ICE designee, and including, but not limited to, escorting and custody of

detainees for hearings, ICE interviews, medical watches, and any other location requested by the COR.

68. PAT DOWN SEARCH: A quick patting of the detainee's outer clothing to determine the presence of contraband.
69. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
70. PHASE I ENVIRONMENTAL SITE ASSESSMENT (PHASE I ESA): An evaluation and report prepared to identify potential or existing environmental contamination liabilities associated with real property. Phase I ESAs must be carried out in accordance with the standard promulgated in ASTM 1527-13.
71. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
72. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
73. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
74. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
75. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
76. PROJECT MANAGER: Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.
77. PROPERTY: Refers to personal belongings of a detainee.
78. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
79. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement, or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
80. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the PWS are met.
81. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the Contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.
82. QUALITY CONTROL (QC): The Contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.

83. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
84. RECORD OF DECISION (ROD): A document that explains an agency's decision, describes the alternative the agency considered, and discusses the agency's plans for mitigation and monitoring, if necessary.
85. RELIEF FACTOR: Indicates how many persons it takes to fill a single job position for a single shift, taking into account vacation, sick leave, training days, and other types of leave.
86. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
87. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, strait-jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
88. SAFETY EQUIPMENT: This includes but is not limited to firefighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
89. SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.
90. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls, and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
91. SECURITY PERIMETER: The outer portions of a facility, which provide for secure confinement of detainees.
92. SECURITY RISK – HIGH, MEDIUM, LOW:
- High Risk Level** – (Level 3) Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity. These detainees may not be co-mingled with low custody detainees.
- Medium High Risk Level** – (Level 2) Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior. These detainees have a history of violent or assaultive charges, convictions, institutional misconduct, or those with gang affiliation.
- Medium Low Risk Level** – (1.5) Detainees with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.
- Low Risk Level** – (Level 1) Detainees exhibit no behavioral problems and have no history of violent criminal behavior. This level may not include any detainee with a felony conviction that included an act of physical violence. Low risk level detainees may not be co-mingled with high custody detainees.
93. SENSITIVE INFORMATION: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.