CIBOLA COUNTY
BOARD OF COMMISSIONERS

T. Walter Jaramillo Chairman	Robert Armijo 1st Vice Chairman	Jack Moleres 2nd Vice Chairman
Patrick Simpson Commissioner		Lloyd F. Felipe Commissioner

Regular Meeting
February 17, 2016
5:00 p.m.
Cibola County Courthouse

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Prayer**
5. **Approval of Agenda**
6. **Approval of Minutes:**
   a. January 6, 2016 Special Meeting
   b. January 27, 2016 Regular Commission Meeting

7. **Reports**
   a. Monthly Sheriff's Department Activity Report
   b. Monthly Detention Report
      - PREA
   c. Monthly Road Department Report
   d. County Complex Remodel Expense Report

8. **Public Comment**
   The Public has the opportunity to provide comment at this time regarding any agenda item only. Your Comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.

9. **Presentations**
   a. Employee of the Month
   b. Wolf Program - Anita A. Hand, Catron County
   c. Uranium Capitol Speedway's 2016 Season – Keith Ford

10. **Unfinished Business—Action May Be Taken**
    a. Purchase of Land East of La Mesa Mall

11. **Action Items**
    a. Consideration of WH Pacific Engineering Firm Services Agreement
    b. Consideration of RFP On-Call Architect Services
    c. Consideration of Resolution 16-14, Budget Adjustment
    d. Consideration of Resolution 16-15, Opposing U.S. Fish & Wildlife Service Wolf Recovery Program
    e. Consideration of Sunnyland Offer

f. Run for the Wall
g. GHS Baseball Team Score Board
h. County Logo Contest
i. Bataan Memorial
j. Mirabal Park Multi-Purpose Flood Control Facility
k. Knights of Columbus Building
l. Consideration of Intergovernmental Agreements for Housing Inmates between Cibola County and the following County Detention Centers and Transport Agencies:
   - Bernalillo
   - Catron
   - McKinley
   - Mora
   - Rio Arriba
   - Sandoval
   - San Miguel
   - Socorro
   - Taos
   - Valencia
   - Village of Milan
   - City of Grants
   - USPTS
   - PTS
   - STS
   - APPO

12. Manager's Report

13. Comments

a. Staff
b. Commissioners

14. Executive Closed Session

15. Announcements

The next Regular Commission Meeting will be held on Wednesday, March 23, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

16. Adjournment

Cibola County Commission
Special Meeting
Wednesday, January 6th, 2016

The Cibola County Commission held a Special Meeting on Wednesday January 6th, 2016 at 5:00 pm in the Cibola County Commission Room

Elected Officials Present Staff

Walter Jaramillo, Chairman
Patrick Simpson, 1st Vice Chairman
Lloyd Felipe, 2nd Vice Chairman
Jack Moleres, Commissioner
Robert Armijo, Commissioner

Tony Boyd, County Manager
Julie Quintana, Admin Assistant
Joseph Sanders, Financial Analyst
Elisa Bro, County Clerk
Natalie Grine, Rec/Fil Clerk

I. Commission Convenes

A. CALL TO ORDER

Commissioner Jaramillo called the meeting to Order at **5:05 pm.**

B. ROLL CALL

Commissioner Jaramillo does roll call- 4-5 Commissioners in attendance.
Commissioner Lloyd Felipe was absent

C. Pledge of Allegiance
Led by Commissioner Simpson / Recited by all.

D. Prayer
Led by Ronald Ortiz

E. Approval of Agenda
Motion to approve agenda was made by Commissioner Moleres, second by Commissioner Armijo, motion then amended to reflect changes of item number 15 changed to 9 and item number 16 changed to 10. Motion to accept changes as noted made by Commissioner Simpson, second by Commissioner Armijo. 4-0 affirmative.

F. **Restructure of Commission**

a. Nomination and Election of County Commission Chairman.
Motion to appoint Walter Jaramillo as Cibola County Chairman was made by Commissioner Simpson, second by Commissioner Armijo. 3-0 affirmative.

b. Nomination and Election of 1st Vice County Commission Chairman.
Motion to appoint Robert Armijo as Cibola County 1st Vice Chairman, made by Commissioner Moleres, second by Commissioner Simpson 4-0 affirmative.

c. Nomination and Election of 2nd Vice County Commission Chairman.
Motion to appoint Jack Moleres as Cibola County 2nd Vice Chairman, was made by Commissioner Armijo, second by Commissioner Simpson 4-0 affirmative.

G. **Action Items**

a. Consideration of Resolution 16-01, Restructure of Commission
Motion to approve Resolution 16-01 was made by Commissioner Simpson, second by Commissioner Armijo. 4-0 affirmative.

b. Consideration of Resolution 16-02, Open Meetings Act
Motion to approve Resolution 16-02 was made by Commissioner Moleres, second by Commissioner Armijo. 4-0 affirmative.

c. Consideration of Resolution 16-03, Public Comments
Motion to approve Resolution 16-03 was made by Commissioner Moleres, second by Commissioner Armijo. 4-0 affirmative.

d. Consideration of Resolution 16-04, Bank Depositories
Motion to approve Resolution 16-04 was made by Commissioner Simpson, second by Commissioner Moleres. 4-0 affirmative.

e. Consideration of Resolution 16-05, Check Signatures
Motion to approve Resolution 16-05 was made Commissioner Simpson, second By Commissioner Armijo. 4-0 affirmative.

f. Consideration of Resolution 16-06, County Policies
Motion to approve Resolution 16-06 was made by Commissioner Moleres, second by Commissioner Armijo. 4-0 affirmative.

g. Consideration of Resolution 16-07, Holiday Schedule
Motion to approve Resolution 16-07 was made by Commissioner Moleres with the change of Columbus Day that read October 9th, 2016 s/b October 10th, 2016, second by Commissioner Armijo. 4-0 affirmative.

H. **Executive Closed Session**
Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section §10-15-1, and then only the following matters will be discussed in closed session:

Motion to go into closed session was made by Commissioner Armijo, second by Commissioner Simpson, with Commissioner Moleres stepping out of executive session when discussing Purchase of land. 4-0 affirmative at 5:21 p.m.

Motion and roll call vote to return to regular session and that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, as per New Mexico Statutes Section§10-15-1.

Motion to come out of executive session was made by Commissioner Armijo, second by Commissioner Simpson. 4-0 affirmative at 6:32 p.m.

I. ANNOUCEMENTS
The next Regular Commission Meeting will be held Wednesday January 27th, 2016 immediately following the Board of Finance Meeting in the County Convention Room.

J. Adjournment
Motion to adjourn made by Commissioner Armijo, seconded by Commissioner Simpson at 6:37 p.m. 4-0 affirmative.

Cibola County Commission
Regular Meeting
Wednesday January 27th, 2016

The Cibola County Commission held a Regular Meeting on Wednesday January 27th, 2016 at 5:30 pm in the Cibola County Commission Center

Elected Officials Present Staff

T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice Chairman
Lloyd Felipe, Commissioner
Patrick Simpson, Commissioner

Tony Boyd, County Manager
Julie Quintana, Executive Assistant Lloyd
Joseph Sanders, Finance Director
Elisa Bro, County Clerk
Natalie Grine, Recording /Filing Clerk

A. CALL TO ORDER
T. Walter Jaramillo, County Chairman called the meeting to Order at 5:50 pm.

B. ROLL CALL
Commissioner Jaramillo does roll call 3-5 Commissioners in attendance.
Commissioner Moleres was absent, Commissioner Simpson arriving at 5:25 p.m.

C. Pledge of Allegiance Recited by all.

D. Prayer Commissioner Simpson led us in prayer.

E. Approval of Agenda
Motion to approve the agenda made by Commissioner Simpson, second by Commissioner Armijo 4-0 affirmative.

F. Approval of Minutes
December 7, 2015 Special Meeting.
Commissioner Felipe made a motion to approve the minutes for the Special Commission meeting of December 7th, 2015 second by Commissioner Armijo 3-0 affirmative. Commissioner Simpson abstained.

December 21st, 2015 Regular Commission Meeting
Commissioner Simpson made a motion to approve the minutes of the December 21st, 2015 regular Meeting, second by Commissioner Armijo 4-0 affirmative.

G. REPORTS

Monthly Sheriff's Department Report December 2015

Report on file.

Sherriff Tony Mace gave a brief summary of the report that is on file, Sheriff Mace also thanked the Commissioners for donating funds for the shop with a cop program, which Sheriff Mace stated it went very well, Sheriff Mace also presented to the Commissioner a picture with all the children that went shopping with a cop.

Monthly Detention Center Report-December 2015

Report on File

Michael Dodd's stated to the commissioners that they have 194 inmates on hand, and everything is going well. Mr. Dodd also stated to the Commissioners that the web site for the detention center is up and running, the public now has access to look up arrest, charges, felonies, etc. on family friends or any individual. Mr. Dodd's also thanked Mike Allen and Jason Bean for their hard work on getting this web site up and running.

Monthly Road Department Report-December 2015

Report on File

Gary Porter gave a run down on road projects that are going on now, Mr. Porter also mentioned the road department has been very busy with snow removal, especially on the south side of Hwy 53. Mr. Porter also stated that he is fully staffed, with the road crew, but is looking for a mechanic. Commissioner Jaramillo asked Mr. Porter if he knew anything about La Jara Subdivision, Mr. Porter replied back in the early eighties when we became Cibola County, the Commission was going to dedicate that sub division to the County but they never did. Mr. Porter stated that the roads in that subdivision are really in bad shape.

County Complex Remodel Expense Report

Report on File.

H. **Public Comments**

Eileen Yarbrough Economic Development Coordinator has extended an invitation to the County Commissioner to attend a dinner in Santa Fe for Cibola Appreciation Day on January 2, 2016, at 6:30 p.m. Mrs. Yarbrough also mentioned that on January 3rd is the 4th annual Cibola County Day which will be held in Santa Fe.

Rony Pynes thanked the Commissioners for providing the public with an expense report for the La Mesa Mall, he also asked if the cost of the Health office was also included in the expense report, in which Manager Boyd replied it was not.

I. **Presentations**

Wilson & Company

Mario Fuentes from Wilson and Company gave a brief presentation on Mirabal Park site improvements the presentation was mainly to discuss the continual regional flooding mitigation collaboration through cost sharing assistance from the County the park is located in the Village of Milan. Mr. Fuentes mentioned that the project would be completed in two phases, after completion the park would consist of a new drainage pool, basketball courts, playground, and baseball field.

Run to the Wall

Maria Garcia thanked the commissioners for their past contributions for the run for the wall. This year the run will be held on May 19th, 2016. Each year about 500 veterans ride their bikes from Calif to Washington D.C., the veterans will make their way through NM and will be making a stop in Milan this year. Mrs. Garcia stated they will be providing lunch and Milan Elementary school will hold an assembly for the veterans, the cost of each plate is $8.00 + tax. Mrs. Garcia has requested funds from the County for this year's run. Commissioner Jaramillo stated that the County will put this item on the February agenda for approval.

Employee of the Month

Manager Boyd stated to the Commissioners that this year the county will be recognizing an employee for employee of the month. Otis Pino from 911 dispatch was selected for January's employee of the month. Congratulations to Mr. Pino for his hard work and dedication.

J. **Unfinished Business**

a. **Consideration of Resolution 15-39, Cellular Phone and Stipend Policy**
Motion to approve Resolution 15-39 was made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative.

K. **Action Items**

a. **Consideration of Plats (per-approved administratively) Bear Ridge Subdivision**
Motion to approve Bear Canyon Subdivision, was made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative.

b. **Consideration of Resolution 16-08 Establishing a Local Relocation, Residential Anti-Displacement and relocation Assistance Plan and Certification.**
Motion to approve Resolution 16-08, was made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative.

c. **Consideration of Resolution 16-09, Establishing a Citizen Participation Plan**
Motion to approve Resolution 16-09 was made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative.

d. **Consideration of Resolution 16-10, Establishing a Section 3 Plan**
Motion to approve Resolution 16-10 was made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative.

e. **Consideration of Resolution 16-11, Establishing a Fair Housing Plan and Proclamation Fair Housing Day**
Motion to approve Resolution 16-11 and Proclamation Fair Housing Day was made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative.

f. **Consideration of Resolution 16-12, County Maintained Mileage Report**
Motion to approve Resolution 16-12 was made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative.

g. **Consideration of Resolution 16-13, County Indigent Fund**
Motion to approve Resolution 16-13 was made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative.

h. **Purchase of Land East of La Mesa Mall**
Motion to approve Purchase of Land East of La Mesa Mall was made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative.

i. **Appointment of Members to Hospital Board**
Commissioner Simpson made a motion to appoint Commissioner Armijo to the Hospital Board second by Chairman Jaramillo 2-0 affirmative.

j. **Appointment of Two Members to the Transit Authority Board**
Commissioner Simpson made a motion to appoint Frances Medina and Joseph Sanders to the Transit Authority Board second by Commissioner Armijo 3-0 affirmative.

k. **Appointment of Two Members to the NWNMCOG Board**
Commissioner Simpson made a motion to appoint Robert Armijo and Julie Quintana to the NWNMCOG Board second by Commissioner Simpson 3-0 affirmative.

l. **Appointment of Two Members to Future Foundation Family Center Board**
Commissioner Armijo made a motion to appoint Chairman Jaramillo to the Future Family Foundation Center Board, second by Commissioner Simpson 2-0 affirmative.

m. Consideration of RFP Engineering Firm Services

Motion to approve RFP Engineering Firm Services to WH PACIFIC made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative.

n. Knights of Columbus Building

Discussion only.

L. Managers' Report

Manager Boyd informed the Commissioners that the MOU for the waste water treatment plan has been signed, and the County will contribute $150,000.00 to the City of Grants.

Manager Boyd also mentioned everyone who attended the 2016 legislative conference in Santa Fe must remember to turn in any receipts for food, lodging, gas, certificates and agendas to the front office in order to get reimbursed.

Also Manager Boyd informed the Commissioners that Cibola County has received a safety award from the Association of Counties and a check for $7,000.00 dollars which will be used to purchase jackets.

Manager Boyd also mentioned that all Department Heads have to have their budget request in by February 19th, 2016. Manager Boyd informed the Commissioners that he will be in Santa Fe on Feb, 2nd and the 3rd to attend the Legislative conference and dinner.

M. Comments

Commissioners:

Commissioner Armijo stated that the USDA wants to introduce the Gray Wolf back into New Mexico, Armijo also stated he does not want the Wolfs back in New Mexico, the Wolfs destroy cattle, or could attack people that are camping. Commissioner Armijo asked Manager Boyd to invite Anita Hampton to the next Commission Meeting to speak about this issue.

Staff:

No comments at this time.

N. Executive Closed Session

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section §10-15-1, and that only the following matters will be discussed in closed session.
Motion to go into executive session was made by Commissioner Armijo, second by Commissioner Simpson, at 7:59 p.m. 3-0 affirmative.

a. Hospital Agreement

Motion and roll call vote to return to regular session and that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, as per New Mexico Statutes Section §10-15-1.

Motion was made by Commissioner Armijo, second by Commissioner Simpson.3-0 affirmative at 9:01 p.m.

O. ANNOUNCEMENTS

The next Regular Commission Meeting will be held Wednesday, February 17, 2016 at 5:00 pm immediately following the Board of Finance Meeting in the County Convention Room. Cibola County offices will be closing at noon on Friday February 12th, 2016 for the Quadrathlon. The County will also be closed on Monday February 15th, 2016 for Presidents Day.

P. ADJOURNMENT

A motion to adjourn the meeting made by Commissioner Simpson, second by Commissioner Armijo 3-0 affirmative at 9:01 pm.

Cibola County Sheriff's Office

Sheriff Tony Mace

Office: 505-876-2040
Dispatch: 505-287-9476
Fax: 505-876-2090

tnymace@yahoo.com

Undersheriff P. Michael Munk
mmunk@co.cibola.nm.us

Physical: 114 McBride Road
Grants, NM 87020
Mailing: 515 W. High St.
Grants, NM 87020

The following are statistics for the Cibola County Sheriff's Department for JANUARY 1, 2016 through JANUARY 31, 2016.

		2015
Accidents	**12**	**11**
Arrests	**56**	**47**
Transports	**12**	**20**
Warrant Transports	**41**	**17**
Calls	**589**	**606**
Citations	**16**	**32**
Warnings	**17**	
Civil Papers	**44**	**39**
Incidents	**45**	**38**
Animal Control Calls	**24**	**16**

Please note the above information will change as deputies do all above duties as it occurs.

JANUARY 2016 COMMISSION REPORT

	Bookings	Releases
Bookings For January 2016	247	284
Bookings For December 2016	249	242

	Male	Female		
Daily Average Inmate Count for January 2016	140	58	Total	199
Daily Average Inmate Count for December 2015	125	41	Total	166
Highest facility count for the month of January 2016	144	69		213

Revenue Collected for January 2016		
Co. Correctional Fac GRT.	$38,168.07	January 2016 For December 2015
Housing	$126,396.21	Collected in January 2016
Federal Transports		Collected in January 2016
Medical	$4,131.72	Reimbursements & Fees
All Other	$1,546.20	Inmate Fees, Commissions, Other Revenue
Correction Fees		
Total	$170,242.20	

Rent paid for January 2016	$9,821.00	From State to General fund
Juvenile Care paid for January 2016	$3,598.95	Juvenile's are currently held at the McKinley County Detention Center.

TOTAL BILLING DAYS FOR JANUARY 2016 = 2,198

Paying January 2016					
County, City & Federal	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
City of Grants	142	3.8	545	52.00	$24,048.00
Village of Milan	6	6.3	38	54.00	$1,485.00
United States Marshals	27	27.3	737	50.13	$36,945.81
Valencia County	16	19.9	319	60.00	$17,226.00
Socorro County	2	23	46	54.00	$2,484.00
Rio Arriba County	31	13.6	423	54.00	$22,842.00
Mora County	2	27.5	55	54.00	$2,970.00
Catron County					
SanMiguel County				54.00	
Prisoner Transportation Services	2	1	2	57.00	$114.00
Security Transport Services	8	1	8	57.00	$456.00
Air Force Nuclear Weapons Center	1	25	25	65.00	$1,625.00
Pueblo of Acoma					
Totals	237	148.4	2198		$110,195.81

January 2016 Non Paying					
Non Paying	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
APPO	39	15.5	606	57.00	$24,823.50
Magistrate Court	192	10.4	2,002	57.00	$100,776.00
District Court	75	22	1,653	57.00	$82,507.50
Totals	306	47.9	4,261		$208,107.00

JUVENILE DETENTION LISTING JANUARY 2016

FROM DATE	TO DATE	Man - Days	Total
1/1/16 0:00	1/5/16 12:48	4 DAYS & 12 HOURS	$791.25
1/10/16 0:57	1/22/16 7:39	12 DAYS & 30 1/2 HOURS	$2,322.65
1/29/16 17:05	1/31/16 16:59	1 DAY & 24 HOURS	$350.00
1/29/16 0:00	1/29/16 18:43	18 & 1/2 HOURS	$135.05

Total Man - Days: 22

Rate Per Day: $108.00

Total Due: $3,598.95

Year To Date	
Month	Amount
July	$5,395.95
August	$10,723.86
September	$10,922.31
October	$13,472.08
November	$8,415.40
December	$4,291.25
January	$3,598.95
February	
March	
April	
May	
June	

Total To Date: $56,819.80

Prison Rape Elimination Act (PREA) MONTHLY Reporting Data
Cibola County Detention Center

1) How many persons under the supervion of your facility were-

CONFINED in the month of January?

Jan-16 247

2) For the month of JANUARY, what was the average daily population of your confinement facility?

Jan-16 Male 140 Female 58

3) For the month of JANUARY, how many allegations of inmate-on-inmate NONCONSENSUAL SEXUAL ACTS were reported?

Jan 0

4) Of the allegations reported in item 3, how many were-

a. **Substantiated** **Jan** 0
b. **Unsubstantiated** **Jan** 0
c. **Unfounded** **Jan** 0
d. **Investigation Ongoing** **Jan** 0

5) For the month of JANUARY how many allegations of inmate-on-inmate ABUSIVE SEXUAL CONTACT were reported?

Jan 0

6) Of the allegations reported in item 5, how many were-

a. **Substantiated** **Jan** 0
b. **Unsubstantiated** **Jan** 0
c. **Unfounded** **Jan** 0
d. **Investigation Ongoing** **Jan** 0

7) For the month of JANUARY how many allegations of inmate-on-inmate SEXUAL HARRASSMENT were reported?

Jan 0

8) Of the allegations reported in item 7, how many were-

a. **Substantiated** **Jan** 0
b. **Unsubstantiated** **Jan** 0
c. **Unfounded** **Jan** 0
d. **Investigation Ongoing** **Jan** 0

9) For the month of JANUARY how many allegations of STAFF SEXUAL MISCONDUCT were reported?

Jan 1

10) Of the allegations reported in item 9, how many were-

a. **Substantiated** **Jan** 0
b. **Unsubstantiated** **Jan** 0
c. **Unfounded** **Jan** 0
d. **Investigation Ongoing** **Jan** 1

11) For the month of JANUARY, how many allegations of STAFF SEXUAL HARASSEMENT were reported?

Jan 0

12) Of the allegations reported in item 11, how many were-

a. **Substantiated** **Jan** 0
b. **Unsubstantiated** **Jan** 0
c. **Unfounded** **Jan** 0
d. **Investigation Ongoing** **Jan** 0

PRISON RAPE ELIMINATION ACT (PREA): 2015 ANNUAL REPORT



2015 Annual Report

Cibola County Detention Center

Muriel Pasqual, PREA Coordinator

The Cibola County Detention Center (CCDC) is committed to meeting the requirements of the Prison Rape Elimination Act of 2003 and enhancing the safety and security of CCDC offenders as a result thereof. This report is a summary of the agency's efforts in PREA compliance. By examining the collection and aggregation of agency data, CCDC is dedicated to improving the effectiveness of sexual abuse detection, prevention, and responses.

PRISON RAPE ELIMINATION ACT (PREA): 2015 ANNUAL REPORT

Purpose

This document serves as an annual review to assess and improve the effectiveness of sexual abuse prevention, and response policies, practices, and training in the Cibola County Detention Center, pursuant to § 115.88 and § 115.89 of the national PREA standards. Therein, the Department is required to:

1. Review and aggregate incident-based sexual abuse data annually in order to improve the effectiveness of sexual abuse prevention, detection, and response policies, practices, and training to include:
    a. Identifying problem areas
    b. Taking corrective action on an on-going basis; and
    c. Preparing an annual report of its findings
2. Compare the current year's data and corrective actions with those from prior year's and proved and assessment of the agency's progress in addressing sexual abuse.
3. Publish the annual report on the CCDC website of its findings and corrective actions for each facility, as well as for the agency as a whole.

***Note: - CCDC began a complete and thorough review of the PREA process in late 2015. The identification of a PREA Coordinator and PREA Investigator was implemented along with a full standard review to align internal process did not begin until the late 2nd and 3rd Quarter of 2015, respectively. A PREA annual report had not been completed for 2014, nor previous years, as CCDC was just beginning the review and alignment of process with regards to PREA in 2015. During our PREA audit in December, the auditor requested an analysis for 2015. This 2015 annual report had been prepared on the recommendations provided during the audit by the request made by the auditor during the actual audit in December. ***

PRISON RAPE ELIMINATION ACT (PREA): 2015 ANNUAL REPORT

CCDC Achievement in 2015

To ensure compliance, CCDC took the following actions:

- Updated CCDC Policy & Procedures which included:
  - Policy for Sexual Misconduct/PREA for staff, Inmates, Contractors and Volunteers
  - Established a Lesbian, Gay, Bisexual, Transgender, Intersex (LGBTI) Policy
- Established a PREA Coordinator and PREA Investigator
- Updated cameras and made corrective actions on camera view
- Installed additional television monitors to show inmates PREA video
- Established a MOU with the Rape Crisis Center of Central New Mexico
- Updated contracts with other facilities regarding PREA
- Establish a data log for all allegations and/or incidents
- Training Certification for the PREA Coordinator/Investigator

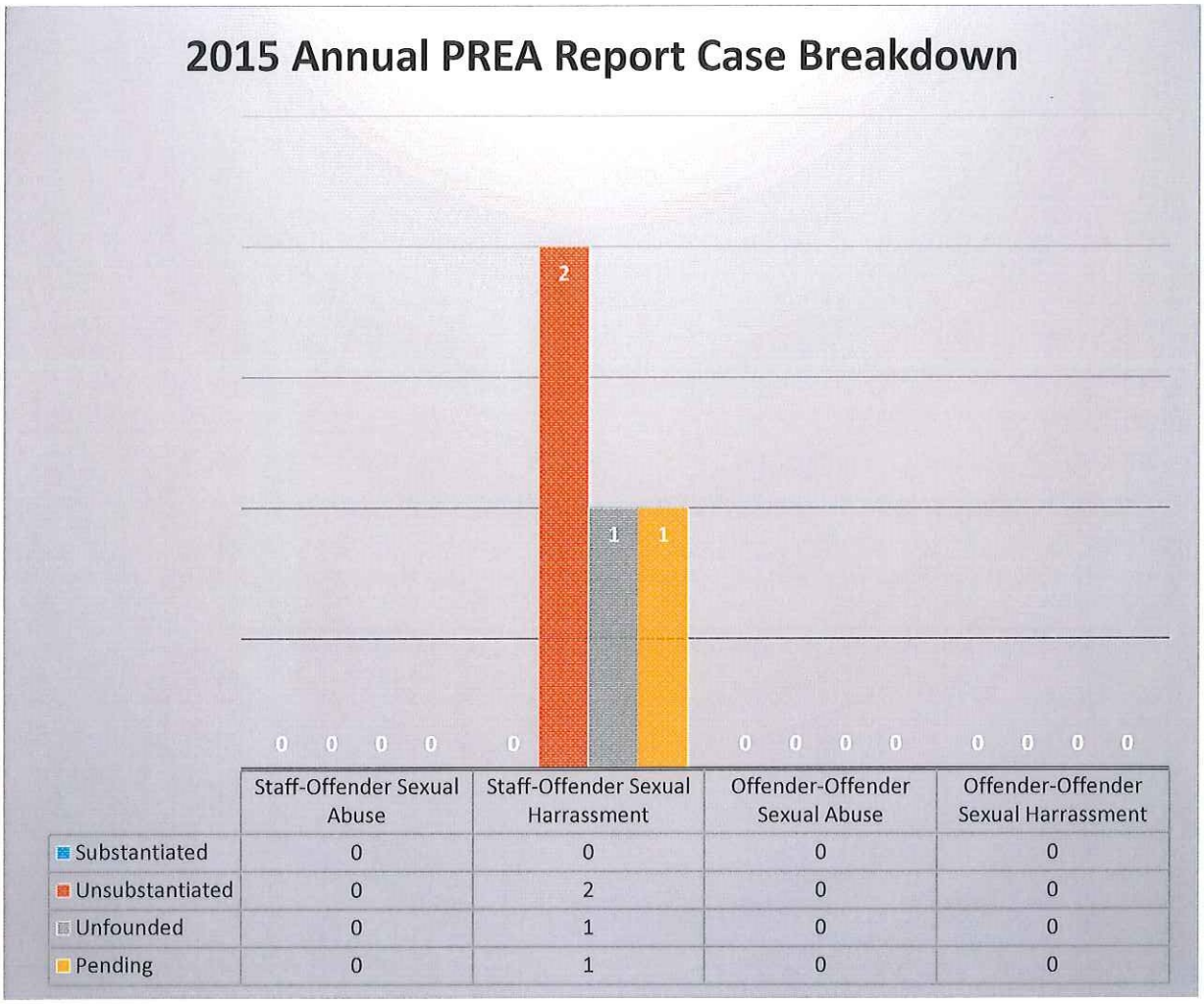
Aggregated Data

CCDC collects data from the referrals for investigations of sexual abuse and sexual harassment; both offender-on-offender and staff-on-offender. The data in this section contains aggregated data as well as a comparison between

All allegations are entered and tracked through a secure electronic database. The following graph depicts a breakdown of 2015 sexual abuse and sexual harassment data; staff-on-offender and offender-on-offender.

Note- CCDC did not begin utilizing a standard instrument and set of definitions to fully track and monitor PREA allegations or tracking mechanisms consistent with the standard set forth in the act until late 2015. As such, the definitions set forth by the Department of Justice (DOJ) for the federal survey were used for the 2015 date herein*

PRISON RAPE ELIMINATION ACT (PREA): 2015 ANNUAL REPORT



	Staff-Offender Sexual Abuse	Staff-Offender Sexual Harrassment	Offender-Offender Sexual Abuse	Offender-Offender Sexual Harrassment
Substantiated	0	0	0	0
Unsubstantiated	0	2	0	0
Unfounded	0	1	0	0
Pending	0	1	0	0

**Please note the previous years prior to 2015 there was no actual recordings or documentation regarding PREA.*

PRISON RAPE ELIMINATION ACT (PREA): 2015 ANNUAL REPORT

Definitions

Inmate –Inmate Sexual Abuse:

Sexual abuse of an inmate by another inmate includes any of the following acts, if the victim does not consent, is coerced into such acts by overt or implied threats of violence or is unable to consent or refuse:

1. Contact between the penis and the vulva or the penis and the anus, including penetration however slight;
2. Contact between the mouth and the penis, vulva or anus;
3. Penetration of the anal or genital opening of another person, however slight, by the hand, finger, object, or other instrument; and
4. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Staff-Inmate Sexual Abuse:

Sexual abuse of an inmate by a staff member, contractor or volunteer includes any of the following acts, with or without consent of the inmate:

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva or anus;
3. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
4. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, volunteer has the intent to abuse, arouse, or gratify sexual desire;
5. Any other intentional contact either directly or through the clothing of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, volunteer has the intent to abuse, arouse, or gratify sexual desire;
6. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs 1-5 of this section;

7. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks or breast in the presence of an inmate; and
8. Voyeurism by a staff member, contractor or volunteer.

Voyeurism:

Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of an inmate for reasons unrelated to official duties, such as peering at an inmate who is using the toilet in his or her cell to perform bodily functions; required an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

Substantiated Allegation:

An allegation that was investigated and determined to have occurred.

Unfounded Allegation:

An allegation that was investigated and determined not to have occurred.

Unsubstantiated Allegation:

An allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

PRISON RAPE ELIMINATION ACT (PREA): 2015 ANNUAL REPORT

As 2015 was the year that CCDC finalized revisions to internal policies to align with the PREA process, a review of the 2014 data to access and improve the effectiveness of the department's sexual abuse prevention, detection, and response policies, practices and training was not conducted pursuant to PREA standards. Although, CCDC reviewed data and policies in the aforementioned areas for effectiveness, it was not specific to PREA as the internal policy was not yet aligned with PREA.

For these reasons, this report will not compare the 2014 data and any corrective actions with those from prior years in which to provide an assessment of the department's progress towards addressing sexual abuse.

The 2015 annual report includes data and reviews consistent with §115.87 and §115.88 and §115.88 (b) by utilizing a standard instrument and set of definitions set forth by the DOJ for the federal survey.

Director of Detention –Michael Dodds

2-11-16
Date

PREA Coordinator – Muriel Pasqual

2/11/2016
Date

Cibola County Road Dept.

515 W. High Street
Grants NM 87020
505-285-2570 Phone 505-285 3656 Fax

Friday, January 12, 2016

To: Tony Boyd - County Manager
Fr: Gary Porter - Public Works Director
Re: Monthly Report: 12/31/2015 -01/29/16 (January)

Regular Maintenance

Blade & Shape

Road		***Description***	***Miles***
C63	*Anaconda Rd.*		*5.931*
C15	*Rinconada Rd.*		*5.053*
C81	*Alamo Rd.*		*6.965*
C13	*San Jose Loop*		*4.242*
C11	*Bibo Ranch Rd.*		*0.636*
C12	*DeArmond Springs Rd.*		*0.698*
		Total Miles	*23.525*

Special Projects

C63	*Anaconda Rd. - Cut trees.*
C7	*Cubero Loop & Village Roads - Fix barrier walls, patching, sweep.*
C18A	*Lobo Creek Rd. - Shoulder work, sweep.*
C59	*Dwight Small Rd. - Patching*
C10	*Castillo & Diaz Rd. - Patching.*
C8	*Encinal, Cubero Rd. - Patching.*
C14A	*Canada Rd. - Patching, clean cattleguards*
C17	*Mt. Taylor Addition - Sweeping.*
C18	*Horace Mesa Rd. - Sweeping.*
C19	*Catina Rd. - Sweeping.*

C19A	*Cantina Homestead Rd. - Sweeping.*
C19B	*La MoscaTank Rd. - Sweeping.*
C15	*Rinconada Rd. - Clean cattle guards.*
C1	*Marquez Rd. - Clean cattleguards.*
C29	*Plano Colorado - Install cattle guard.*
	Haul fire truck & water truck to yard.
	Rio San Jose Project - Clean ditch.

Snow Removal

C49	*Zuni Canyon Rd.*
C18A	*Lobo Creek Rd.*
C30	*Bluewater South*
C48A	*Timber Lake Rd.*
C31N	*Bluewater North*
C18	*Horace Mesa Rd.*
C19	*Cantina Rd.*
C19A	*Cantina Homesites Rd.*
C19B	*La Mosca Tank Rd.*
C20	*San Mateo*
C59	*Dwight Small Rd.*
C62A	*Paxton Springs Rd.*
C18B	*La Jara Mesa Rd.*
C17A	*Walter Rd.*
C24	*Elkins, Berryhill, Tietjen*
C23	*Ralph Card Rd.*
C21	*Murray Acres*
C22	*Broadview Acres*
C25	*Roberts Rd.*
C28	*Bluewater Village*
C33	*Candy Kitchen Rd.*
C41	*Pie Town Rd.*
C48A	*Mallery Rd.*
C47	*Mesa Ridge Rd.*
C42	*Back Country By Way*

Cibola County Road Dept.

515 W. High Street
Grants NM 87020
505-285-2570 Phone Fax 505-287-3656

MAINTENANCE REPORT

January 2016

DEPARTMENT	UNIT NO.	PARTS & OIL	SHOP TIME	RATE	TOTAL COST
Sheriffs	G-68418	50.74	2	$ 21.00	$ 92.74
				TOTAL	$ 92.74
Road Dept.	139	18.70	0.5	$ 11.00	$ 24.20
Road Dept.	151	54.53	2	$ 11.00	$ 76.53
Road Dept.	151	$15.03	0.5	$ 11.00	$ 20.53
				TOTAL	$ 121.26

Cibola County Road Dept.

515 W. High Street
Grants NM 87020
505-285-2570 Phone 505-287-3656 Fax

FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT

January 2016

UNLEADED					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-18461	#VALUE!	#VALUE!	N/U	0.000	$ -
G-18473	0.00	#DIV/0!	16	0.000	$ -
G-18464	#VALUE!	#VALUE!	N/U	0.000	$ -
G-02084	#VALUE!	#VALUE!	N/U	0.000	$ -
G-15638	#VALUE!	#VALUE!	N/U	0.000	$ -
G-29800	0.00	#DIV/0!	25	0.000	$ -
G-29091	0.28	6.38	136	21.300	$ 37.70
G-23696	0.16	10.98	403	36.700	$ 63.60
G-23697	0.21	8.29	485	58.500	$ 101.88
G-39980	1.42	1.20	12	10.000	$ 17.04
G-39988	0.15	11.00	143	13.000	$ 22.13
G-57384	0.12	14.02	918	65.500	$ 112.56
G-57619	0.00	#DIV/0!	50	0.000	$ -
G-57618	0.15	11.12	139	12.500	$ 21.30
146	#VALUE!	#VALUE!	N/U	0.000	$ -
G-66164	0.31	5.77	N/U	10.400	$ 18.42
G-66165	#VALUE!	#VALUE!	N/U	0.000	$ -
G-70482	0.19	9.45	190	20.100	$ 35.58
G-78718	0.11	15.77	2,385	151.200	$ 263.94
G-64239	0.10	16.98	859	50.600	$ 87.59
G-86952	0.12	14.72	212	14.400	$ 24.52
G-86953	0.08	22.45	833	37.100	$ 64.99
G-86954	0.10	17.38	956	55.000	$ 94.72
G-91750	0.10	17.06	1,744	102.200	$ 177.17
G-34769	#VALUE!	#VALUE!	N/U	0.000	$ -
503	5.23	0.34	113	333.300	$ 590.83
Extra card	#DIV/0!	0.00	0	7.200	$ 12.40

TOTAL GAS	***999.000***	***$ 1,746.37***

DIESEL FUEL					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-50237	0.14	13.21	148	11.200	$ 20.20
G-18484	#VALUE!	#VALUE!	N/U	0.000	$ -
G-18476	#VALUE!	#VALUE!	N/U	0.000	$ -
G-18795	#VALUE!	#VALUE!	N/U	0.000	$ -
G-30550	0.43	4.07	303	74.400	$ 129.64
G-30549	0.42	4.26	690	162.100	$ 291.26
G-38441	0.44	4.11	1,091	265.300	$ 477.32
G-67372	0.23	8.37	528	63.100	$ 122.87
G-67371	0.48	3.68	746	202.800	$ 357.85
G-70782	0.45	3.84	58	15.100	$ 26.31
Distributor	#VALUE!	#VALUE!	N/U	0.000	$ -
Water Truck	0.00	#DIV/0!	161	0.000	$ -
New Transport	0.50	3.96	1,100	277.600	$ 553.55
305	1.27	1.42	17	12.000	$ 21.65
306	#VALUE!	#VALUE!	N/U	0.000	$ -
307	6.88	0.26	104	403.300	$ 715.72
308	1.96	0.91	79	87.000	$ 154.80
309	#VALUE!	#VALUE!	N/U	0.000	$ -
310	#VALUE!	#VALUE!	N/U	0.000	$ -
311	3.77	0.47	23	49.200	$ 86.65
312	#VALUE!	#VALUE!	N/U	0.000	$ -
313	#VALUE!	#VALUE!	N/U	0.000	$ -
314	4.10	0.43	60	139.600	$ 245.75
416	6.06	0.29	110	375.500	$ 666.55
417	6.14	0.29	86	294.500	$ 528.17
418	6.92	0.25	62	243.300	$ 429.07
501	5.23	0.34	113	333.300	$ 590.83
Extra card	#VALUE!	#VALUE!	N/U	0.000	$ -
TOTAL DIESEL				**3009.300**	**$ 5,418.19**

***N/U = NOT USED**

Audre

Cibola County Road Dept.

515 W. High Street
Grants NM 87020
505-285-2570 Phone 505-287-3656 Fax

FUEL REPORT CIBOLA COUNTY BY DEPARTMENT

January 2016

SHERIFF'S DEPARTMENT

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-85515	0.12	14.84	2,361	159.079	$ 279.68
G-85514	$0.09	19.96	1,966	98.500	$ 170.31
G-61113	#VALUE!	#VALUE!	N/U	0.000	$ -
G-68384	#VALUE!	#VALUE!	N/U	0.000	$ -
G-68920	#VALUE!	#VALUE!	N/U	0.000	$ -
G-68922	#VALUE!	#VALUE!	N/U	0.000	$ -
G-68921	$0.14	12.04	2,098	174.300	$ 302.30
G-68418	#VALUE!	#VALUE!	N/U	0.000	$ -
G-72224	#VALUE!	#VALUE!	N/U	0.000	$ -
G-72225	#VALUE!	#VALUE!	N/U	0.000	$ -
G-75188	#VALUE!	#VALUE!	N/U	0.000	$ -
G-78152	#VALUE!	#VALUE!	N/U	0.000	$ -
G-78153	$0.12	13.70	222	16.200	$ 27.59

G-78154	#VALUE!	#VALUE!	DNTI	40.800	$	70.35
G-78717	#VALUE!	#VALUE!	N/U	0.000	$	-
G-78720	$0.10	17.62	1,265	71.800	$	125.78
G-78721	#VALUE!	#VALUE!	N/U	0.000	$	-
G-78722	$0.14	12.19	1,253	102.800	$	180.35
G-78723	#VALUE!	#VALUE!	N/U	0.000	$	-
G-86096	$0.14	12.38	3,177	256.600	$	449.16
G-86996	#VALUE!	#VALUE!	N/U	0.000	$	-
G-85471	$0.19	11.77	899	76.369	$	169.57
A-190-ULS	#VALUE!	#VALUE!	N/U	0.000	$	-
G-88607	$0.13	13.13	3,756	286.000	$	496.78
G-88606	$0.14	12.22	3,886	317.926	$	554.72
G-88608	$0.14	12.73	2,177	171.048	$	298.40
G-88605	$0.16	11.00	2,227	202.500	$	350.71
Max Pro Armored Truck	$0.00	#DIV/0!	46	0.000	$	-
G-90204	$0.10	17.85	4,004	224.257	$	390.59
G-90205	$0.09	19.11	1,966	102.900	$	178.15
3035	#VALUE!	#VALUE!	DNTI	12.000	$	20.44
4479	$0.15	11.51	2,504	217.500	$	377.10
4481	$0.14	12.23	4,450	364.000	$	631.62
207902	$0.16	13.93	5,319	381.850	$	867.74
259	$0.08	21.23	3,117	146.800	$	263.99
443	$0.17	5.47	2,782	508.400	$	459.68
445	$0.17	10.51	2,096	199.400	$	352.69
9058	$0.13	12.85	2,551	198.500	$	344.31

2219	$0.10	18.25	5,614	307.587	$ 559.56
TOTAL SHERIFF'S				4637.116	$ 7,921.57

MANAGERS

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
7466	#VALUE!	#VALUE!	DNTI	0.000	$ -
TOTAL MANAGERS				0.000	$ -

RURAL ADDRESSING

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G60137	$0.00	#DIV/0!	47	0.000	$ -
TOTAL RURAL ADDRESSING				0.000	$ -

EMERGENCY MANAGEMENT

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-86167	$0.17	11.86	1,272	107.211	$ 222.00
TOTAL EMERGENCY MANAGEMENT				107.211	$ 222.00

BUILDING & GROUNDS

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-67587	$0.11	18.31	375	20.482	$ 42.38
TOTAL BUILDING & GROUNDS				20.482	$ 42.38

I.T.(DATA PROCESSING)

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST

G-90878	$0.08	22.92	510	22.247	$ 42.25
G-53547	$0.00	#DIV/0!	144	0.000	$ -
TOTAL DATA PROCESSING				22.247	$ 42.25

ASSESSORS

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-78714	#VALUE!	#VALUE!	N/U	0.000	$ -
G-78715	#VALUE!	#VALUE!	N/U	0.000	$ -
G-81964	#VALUE!	#VALUE!	N/U	0.000	$ -
TOTAL ASSESSORS				0.000	$ -

DETENTION

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-60185	#VALUE!	#VALUE!	DNTI	0.000	$ -
G-24336	#VALUE!	#VALUE!	DNTI	0.000	$ -
G-57383	$0.19	9.85	602	61.086	$ 114.33
G-59969	#VALUE!	#VALUE!	DNTI	0.000	$ -
G-60180	#VALUE!	#VALUE!	DNTI	0.000	$ -
G-61368	$0.41	4.63	122	26.328	$ 50.00
G-63072	$0.00	#DIV/0!	9	0.000	$ -
G-73152	#VALUE!	#VALUE!	N/U	0.000	$ -
G-78719	$0.09	19.62	852	43.432	$ 80.75
G-79636	#VALUE!	#VALUE!	DNTI	0.000	$ -
G-79879	#VALUE!	#VALUE!	N/U	0.000	$ -
G-85729	$0.07	24.48	1,327	54.215	$ 94.75

X-tra Card	#VALUE!	#VALUE!	N/U	0.000	$ -
TOTAL DETENTION				185.061	$ 339.83

ROAD DEPT. MOTORPOOL

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-18474	#VALUE!	#VALUE!	N/U	0.000	$ -
TOTAL ROAD DEPT. MOTORPOOL				0.000	$ -

CONSOLIDATED DISPATCH

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-70403	0.00	#DIV/0!	114	0	$ -
Generator	#VALUE!	#VALUE!	N/U	0	$ -
TOTAL CONSOLIDATED DISPATCH				0.000	$ -

CLERKS OFFICE

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-64240	#VALUE!	#VALUE!	N/U	0.000	$ -
G55649	0.24	7.96	641	80.535	$ 153.00
G-72255	0.11	16.72	314	18.776	$ 35.66
G-86995	0.08	24.05	358	14.885	$ 27.00
TOTAL CLERKS				114.196	$ 215.66

DWI PROGRAM

G-53823	#VALUE!	#VALUE!	N/U	0.000	$ -
G-45051	#VALUE!	#VALUE!	N/U	0.000	$ -

G-85669	0.09	19.92	538	27.002	$ 48.58
TOTAL DWI PROGRAM				27.002	$ 48.58

*DNTI = DID NOT TURN IN / *N/U = NOT USED

Cibola County, NM

Detail Report with Activity and Encumbrance
Account Detail
Date Range: 07/01/2015 - 01/31/2016

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
Fund: 563 - CONSTRUCTION FUND							
563-085-445-00101	PROFESSIONAL SERV.	0.00	1,885,199.48	1,885,199.48	0.00	2,313,630.55	2,313,630.55
Post Date	**Packet Number** / **Number** / **Description**		**Project Account**	**Amount**	**Running Balance**	**Encumbrance**	**Running Balance**
07/22/2015	39651 2nd 07/22/15					74,757.00	74,757.00
Vendor:	Southwest Abatement, Inc - 04430						
07/22/2015	39651 2nd 07/22/15					5,359.87	80,116.87
Vendor:	Southwest Abatement, Inc - 04430						
07/22/2015	39651 2nd 07/22/15					1,620.00	81,736.87
Vendor:	Southwest Abatement, Inc - 04430						
07/22/2015	39651 2nd 07/22/15					192.25	81,929.12
Vendor:	Southwest Abatement, Inc - 04430						
08/12/2015	39721 AUGUST 12, 2015					1,500.00	83,429.12
Vendor:	MAG ELECTRIC LLC - 28585						
08/12/2015	39721 AUGUST 12, 2015					86.30	83,515.42
Vendor:	MAG ELECTRIC LLC - 28585						
08/12/2015	39721 AUGUST 12, 2015					-1,500.00	82,015.42
Vendor:	MAG ELECTRIC LLC - 28585						
08/17/2015	39737 AUGUST 17, 2015					1,066,771.54	1,148,786.96
Vendor:	JAYNES CORPORATION - 28588						
08/17/2015	39737 AUGUST 17, 2015					1,066,771.54	2,215,558.50
Vendor:	JAYNES CORPORATION - 28588						
08/17/2015	39737 AUGUST 17, 2015					1,066,771.54	3,282,330.04
Vendor:	JAYNES CORPORATION - 28588						
08/17/2015	39738 OPEN PO WAS 39439					678,698.36	3,961,028.40
Vendor:	NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					678,698.36	4,639,726.76
Vendor:	NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39737 AUGUST 17, 2015					428,000.00	5,067,726.76
Vendor:	JAYNES CORPORATION - 28588						
08/17/2015	39737 AUGUST 17, 2015					84,008.26	5,151,735.02
Vendor:	JAYNES CORPORATION - 28588						
08/17/2015	39738 OPEN PO WAS 39439					20,001.19	5,171,736.21

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563-085-445-00101	PROFESSIONAL SERV. - Continued	0.00	1,885,199.48	1,885,199.48	0.00	2,313,630.55	2,313,630.55
Post Date	**Packet Number / Number / Description**		**Project Account**	**Amount**	**Running Balance**	**Encumbrance**	**Running Balance**
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					20,001.19	5,191,737.40
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					11,770.00	5,203,507.40
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					10,477.58	5,213,984.98
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					10,477.58	5,224,462.56
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					8,575.00	5,233,037.56
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					8,575.00	5,241,612.56
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					7,074.38	5,248,686.94
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					7,074.38	5,255,761.32
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					-7,074.38	5,248,686.94
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					-8,575.00	5,240,111.94
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					-8,575.00	5,231,536.94
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					-10,477.58	5,221,059.36
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					-20,001.19	5,201,058.17
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39738 OPEN PO WAS 39439					-678,698.36	4,522,359.81
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
08/17/2015	39737 AUGUST 17, 2015					-1,066,771.54	3,455,588.27
	Vendor: JAYNES CORPORATION - 28588						
08/17/2015	39737 AUGUST 17, 2015					-1,066,771.54	2,388,816.73
	Vendor: JAYNES CORPORATION - 28588						
08/18/2015	APPKT00058 1016 ELECTRIC WORK 700 E. ROOSEVELT 220			86.30	86.30		
	Vendor: 28585 - MAG ELECTRIC LLC **Payment Number:** 83312						

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563-085-445-00101	PROFESSIONAL SERV. - Continued	0.00	1,885,199.48	1,885,199.48	0.00	2,313,630.55	2,313,630.55

Post Date	Packet Number	Number	Description	Project Account	Amount	Running Balance	Encumbrance	Running Balance
08/18/2015		39721	AUGUST 12, 2015				-86.30	2,388,730.43
	Vendor: MAG ELECTRIC LLC - 28585							
08/21/2015		39758	AUGUST 21, 2015				233,796.40	2,622,526.83
	Vendor: HIGH DESERT ROOFING, INC. - 28596							
08/27/2015	APPKT00076	1	OPEN PURCHASE ORDER		30,820.84	30,907.14		
	Vendor: 28588 - JAYNES CORPORATION **Payment Number:** 83322							
08/27/2015		39737	AUGUST 17, 2015				-30,820.84	2,591,705.99
	Vendor: JAYNES CORPORATION - 28588							
09/15/2015	APPKT00129	16412	OPEN PO CONTINUED 39439		60,188.91	91,096.05		
	Vendor: 03429 - NCA ARCHITECTS PLANNERS AIA **Payment Number:** 83438							
09/15/2015		39738	OPEN PO WAS 39439				-60,188.91	2,531,517.08
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429							
09/21/2015	APPKT00134	5256PHASEII	MOBILIZATION 17,16,14,12,10,5 + BANK		192.25	91,288.30		
	Vendor: 04430 - Southwest Abatement, Inc **Payment Number:** 83358							
09/21/2015		39651	2nd 07/22/15				-192.25	2,531,324.83
	Vendor: Southwest Abatement, Inc - 04430							
09/21/2015	APPKT00134	5256PHASEII	AIR CLEARANCE		1,620.00	92,908.30		
	Vendor: 04430 - Southwest Abatement, Inc **Payment Number:** 83358							
09/21/2015		39651	2nd 07/22/15				-1,620.00	2,529,704.83
	Vendor: Southwest Abatement, Inc - 04430							
09/21/2015	APPKT00134	5256PHASEII	TAX		5,359.87	98,268.17		
	Vendor: 04430 - Southwest Abatement, Inc **Payment Number:** 83358							
09/21/2015		39651	2nd 07/22/15				-5,359.87	2,524,344.96
	Vendor: Southwest Abatement, Inc - 04430							
09/21/2015	APPKT00134	5256PHASEII	ABESTOS ABATEMENT 17,16,14,12,10,5 + BANK		74,757.00	173,025.17		
	Vendor: 04430 - Southwest Abatement, Inc **Payment Number:** 83358							
09/21/2015		39651	2nd 07/22/15				-74,757.00	2,449,587.96
	Vendor: Southwest Abatement, Inc - 04430							
09/22/2015	APPKT00139	001	SMITH'S RE-ROOF		78,176.00	251,201.17		
	Vendor: 28596 - HIGH DESERT ROOFING, INC. **Payment Number:** 83430							
09/22/2015		39758	AUGUST 21, 2015				-78,176.00	2,371,411.96
	Vendor: HIGH DESERT ROOFING, INC. - 28596							
09/25/2015		39866	SEPTEMBER 25, 2015				10,268.98	2,381,680.94
	Vendor: APIC SOLUTIONS, INC - 28629							
09/25/2015		39866	SEPTEMBER 25, 2015				3,430.00	2,385,110.94

Account	Name			Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563-085-445-00101	PROFESSIONAL SERV. - Continued			0.00	1,885,199.48	1,885,199.48	0.00	2,313,630.55	2,313,630.55
Post Date	**Packet Number**	**Number**	**Description**		**Project Account**	**Amount**	**Running Balance**	**Encumbrance**	**Running Balance**
	Vendor: APIC SOLUTIONS, INC - 28629								
09/25/2015		39866	SEPTEMBER 25, 2015					270.11	2,385,381.05
	Vendor: APIC SOLUTIONS, INC - 28629								
10/07/2015	APPKT00186	APPLICATION NO:2	TAX			2,736.96	253,938.13		
	Vendor: 28588 - JAYNES CORPORATION		**Payment Number:** 83552						
10/07/2015		39737	AUGUST 17, 2015					-2,736.96	2,382,644.09
	Vendor: JAYNES CORPORATION - 28588								
10/07/2015	APPKT00186	APPLICATION NO:2	OPEN PURCHASE ORDER			34,865.78	288,803.91		
	Vendor: 28588 - JAYNES CORPORATION		**Payment Number:** 83552						
10/07/2015		39737	AUGUST 17, 2015					-34,865.78	2,347,778.31
	Vendor: JAYNES CORPORATION - 28588								
10/22/2015	APPKT00218	5653-2	SMITH'S RE-ROOF			97,400.00	386,203.91		
	Vendor: 28596 - HIGH DESERT ROOFING, INC.		**Payment Number:** 83584						
10/22/2015		39758	AUGUST 21, 2015					-97,400.00	2,250,378.31
	Vendor: HIGH DESERT ROOFING, INC. - 28596								
11/12/2015		39737A	PRE-CONSTRUCTION OPEN PO					1,553,672.81	3,804,051.12
	Vendor: JAYNES CORPORATION - 28588								
11/12/2015		39737A	PRE-CONSTRUCTION OPEN PO					1,553,672.81	5,357,723.93
	Vendor: JAYNES CORPORATION - 28588								
11/12/2015		39737A	PRE-CONSTRUCTION OPEN PO					1,510,356.22	6,868,080.15
	Vendor: JAYNES CORPORATION - 28588								
11/12/2015	APPKT00245	Item - INV0000325 :	APPLICATION #3			-365,654.49	20,549.42		
11/12/2015		39737A	PRE-CONSTRUCTION OPEN PO					359,576.42	7,227,656.57
	Vendor: JAYNES CORPORATION - 28588								
11/12/2015	APPKT00245	Item - INV0000325 :	TAX			-81,271.30	-60,721.88		
11/12/2015	APPKT00245	Item - INV0000325 :	GRT 7.875%			-28,795.00	-89,516.88		
11/12/2015	APPKT00242	INV0000325	GRT 7.875%			28,795.00	-60,721.88		
	Vendor: 28588 - JAYNES CORPORATION								
11/12/2015	APPKT00242	INV0000325	TAX			81,271.30	20,549.42		
	Vendor: 28588 - JAYNES CORPORATION								
11/12/2015		39737	AUGUST 17, 2015					-81,271.30	7,146,385.27
	Vendor: JAYNES CORPORATION - 28588								
11/12/2015		39737A	PRE-CONSTRUCTION OPEN PO					-359,576.42	6,786,808.85
	Vendor: JAYNES CORPORATION - 28588								
11/12/2015		39737	AUGUST 17, 2015					-362,313.38	6,424,495.47

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563-085-445-00101	PROFESSIONAL SERV. - Continued	0.00	1,885,199.48	1,885,199.48	0.00	2,313,630.55	2,313,630.55

Post Date	Packet Number	Number	Description	Project Account	Amount	Running Balance	Encumbrance	Running Balance
	Vendor: JAYNES CORPORATION - 28588							
11/12/2015	APPKT00242	INV0000325	APPLICATION #3		365,654.49	386,203.91		
	Vendor: 28588 - JAYNES CORPORATION							
11/12/2015	APPKT00246	3	PRE-CONSTRUCTION OPEN PURCHASE ORDER		394,449.49	780,653.40		
	Vendor: 28588 - JAYNES CORPORATION		**Payment Number:** 83717					
11/12/2015		39737A	PRE-CONSTRUCTION OPEN PO				-394,449.49	6,030,045.98
	Vendor: JAYNES CORPORATION - 28588							
11/12/2015		39737	AUGUST 17, 2015				-1,066,771.54	4,963,274.44
	Vendor: JAYNES CORPORATION - 28588							
11/12/2015		39737A	PRE-CONSTRUCTION OPEN PO				-1,553,672.81	3,409,601.63
	Vendor: JAYNES CORPORATION - 28588							
12/01/2015	APPKT00269	5653-3	SMITH'S RE-ROOF		48,220.41	828,873.81		
	Vendor: 28596 - HIGH DESERT ROOFING, INC.		**Payment Number:** 83894					
12/01/2015		39758	AUGUST 21, 2015				-48,220.41	3,361,381.22
	Vendor: HIGH DESERT ROOFING, INC. - 28596							
12/08/2015	APPKT00283	16423	CHANGE ORDER #2		11,000.00	839,873.81		
	Vendor: 03429 - NCA ARCHITECTS PLANNERS AIA		**Payment Number:** 83996					
12/08/2015		39738	OPEN PO WAS 39439				-11,000.00	3,350,381.22
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429							
12/08/2015	APPKT00283	16423	OPEN PO CONTINUED 39439		506,742.80	1,346,616.61		
	Vendor: 03429 - NCA ARCHITECTS PLANNERS AIA		**Payment Number:** 83996					
12/08/2015		39738	OPEN PO WAS 39439				-506,742.80	2,843,638.42
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429							
12/10/2015	APPKT00285	1646	TAX		162.07	1,346,778.68		
	Vendor: 28629 - APIC SOLUTIONS, INC		**Payment Number:** 84260					
12/10/2015		39866	SEPTEMBER 25, 2015				-162.07	2,843,476.35
	Vendor: APIC SOLUTIONS, INC - 28629							
12/10/2015	APPKT00285	1646	LABOR		2,058.00	1,348,836.68		
	Vendor: 28629 - APIC SOLUTIONS, INC		**Payment Number:** 84260					
12/10/2015		39866	SEPTEMBER 25, 2015				-2,058.00	2,841,418.35
	Vendor: APIC SOLUTIONS, INC - 28629							
12/10/2015	APPKT00285	1646	VIDEO SURVEILLANCE EQUIP HEALTH CENTER		6,161.39	1,354,998.07		
	Vendor: 28629 - APIC SOLUTIONS, INC		**Payment Number:** 84260					
12/10/2015		39866	SEPTEMBER 25, 2015				-6,161.39	2,835,256.96
	Vendor: APIC SOLUTIONS, INC - 28629							

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563-085-445-00101	PROFESSIONAL SERV. - Continued	0.00	1,885,199.48	1,885,199.48	0.00	2,313,630.55	2,313,630.55
Post Date	**Packet Number** **Number** **Description**		**Project Account**	**Amount**	**Running Balance**	**Encumbrance**	**Running Balance**
01/04/2016	39738 OPEN PO WAS 39439					8,575.00	2,843,831.96
	Vendor: NCA ARCHITECTS PLANNERS AIA - 03429						
01/06/2016	APPKT00308 APPLICATION #4 PRE-CONSTRUCTION OPEN PURCHASE ORDER			437,232.97	1,792,231.04		
	Vendor: 28588 - JAYNES CORPORATION **Payment Number:** 84094						
01/06/2016	39737A PRE-CONSTRUCTION OPEN PO					-437,232.97	2,406,598.99
	Vendor: JAYNES CORPORATION - 28588						
01/14/2016	APPKT00318 APP #5 PRE-CONSTRUCTION OPEN PURCHASE ORDER			92,968.44	1,885,199.48		
	Vendor: 28588 - JAYNES CORPORATION **Payment Number:** 84174						
01/14/2016	39737A PRE-CONSTRUCTION OPEN PO					-92,968.44	2,313,630.55
	Vendor: JAYNES CORPORATION - 28588						
	Total Fund: 563 - CONSTRUCTION FUND:	**0.00**	**1,885,199.48**	**1,885,199.48**	**0.00**	**2,313,630.55**	**2,313,630.55**
	Grand Totals:	**0.00**	**1,885,199.48**	**1,885,199.48**	**0.00**	**2,313,630.55**	**2,313,630.55**

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563 - CONSTRUCTION FUND	0.00	1,885,199.48	1,885,199.48	0.00	2,313,630.55	2,313,630.55
Grand Total:	**0.00**	**1,885,199.48**	**1,885,199.48**	**0.00**	**2,313,630.55**	**2,313,630.55**

Contract ID#_____

CIBOLA COUNTY

WH PACIFIC

PROFESSIONAL SERVICES CONTRACT #____**FY2016**_____

THIS AGREEMENT is made and entered into by and Cibola County, hereinafter referred to as the "Agency," and **WH Pacific**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below. This Agreement is made pursuant to the Board of Cibola County Commissioners acceptance on February 17, 2016 in open meeting of Contractor's proposal in response to the Agency's Request for Proposal #CC-FY-16-001, in compliance with State and Local Procurement Codes.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. On-call Engineering Services as needed, where needed in a professional manner, in accordance with industry standards.

The receipt of the deliverables contemplated under this Agreement shall assist the Agency in obtaining its goal(s).

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars ($_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (200,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the (CCC). All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(OR CHOICE – MULTI-YEAR – A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars ($_____) in FY2016. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____) in FY 2016.**

B. Payment in the remainder of FY15, FY16, FY17 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Cibola County Commission. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY COUNTY MANAGER. This Agreement shall terminate on June 30th unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the

Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by Cibola County for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of Cibola County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Cibola County reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind Cibola County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall

any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and Cibola County from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of Cibola County and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the

Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other

liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

22. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employee's contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the

stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: Cibola County, 515 West High Street, Grants, NM 87020

To the Contractor: WH Pacific, 6501 Americas Parkway NE, Suite 400, Albuquerque, NM 87110

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

Contract ID#_____

By: _____ Date: _____
Cibola County Manager

By: _____ Date: _____
WH Pacific (Legal Representative)

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number:_____

Julie A. Quintana

From: Quest Title Company <jhurtado@qtco.org>
Sent: Thursday, February 11, 2016 11:26 AM
To: julieQ@co.cibola.nm.us
Subject: Commission meeting

Julie,

The President, Keith Ford would like to make a short presentation to the commissioners about Uranium Capitol Speedway's 2016 season at the meeting.
Let me know if this meeting is possible or the March meeting.

Thanks,JO

Quest Title Company
1016 Rodeo Rd
Grants, NM 87020
(505) 287-4383
(505) 287-4384 fax

Cibola County Purchasing

Frances R Medina CPO, Purchasing Agent
515 West High Street
Grants, New Mexico 87020
Phone (505) 285-2513 • Fax (505) 285-5434

Date: February 11, 2016

To: Cibola County Commissioners

Subject: Proposal # CC-2016-0002 for an On-Call Architectural Firm

Cibola County recently went out for proposal # CC-2016-0002 for an On-Call Architectural Firm. The following firms presented proposals which were opened on the 29th day ofJanuary at 3:30pm.

- NRWM
- Huitt-Zollars
- Molzencorbin
- New Republic
- Wilson and Company
- NCA

The designated committee consisting of County Manager, Tony Boyd; Finance Director, Joseph Sanders; Projects Coordinator, Judy Horacek, and Purchasing Agent, Frances Medina has evaluated the proposals received using the evaluation criteria identified in the RFP. The Committee is recommending that Huitt-Zollars be given the On-Call Architect Contract. With your Approval the Committee will be contacting the above-mentioned bidder soon to negotiate a contract.

NOW, THEREFORE BE IT RESOLVED THAT THE BOARD HEREBY, Approves Huitt-Zollars as the On-Call Architect for Cibola County for Proposal # CC-2016-0002.

APPROVED, AND PASSED on this 17th day of January, 2016.

Robert Armijo
Commissioner, District I

T. Walter Jaramillo
Commissioner, District II

Jack Moleres
Commissioner, District III

Patrick Simpson
Commissioner, District IV

Lloyd Felipe
Commissioner, District V

Attest:

Elisa Bro
Cibola County Clerk

TOTALS		TONY	JOSEPH	JUDY	FRANCES	average of all scores
	MRWM	0	38	0	95	did not provide requested information
	Huitt-Zollars	158	160	153	150	155.25
	Molzencorbiin	162	147	118	140	141.75
	New Rebublic	100	60	120	138	104.5
	Wilson and Co	164	165	147	139	153.75
	NCA	167	145	148	149	152.25

Cibola County Commission
T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice-Chair
Jack Moleres, 2nd Vice-Chair
Patrick Simpson, Commissioner
Lloyd F. Felipe, Commissioner

Cibola County
515 West High Street
Grants, New Mexico 87020
Phone (505) 287-9431 – Fax (505) 285-5434

Tony Boyd
County Manager

Resolution No. 16-14

Fiscal Year 2016
BUDGET ADJUSTMENT No. 3

WHEREAS, the Board of County Commissioners of the County of Cibola is the duly constituted governing body of the County and serves *ex officio* as the County Board of Finance with authority for establishing, monitoring, and adjusting the County's budget; and

WHEREAS, budget adjustments are required to establish new transfers; to allow for budget increases and decreases to revenues and expenditures to offset any unanticipated revenues and/or expenditures; and to correct amounts when required; and

WHEREAS, the budget adjustments and the associated line items with amounts stated on the **attached, *Schedule of Budget Adjustments*** is essential.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, *ex officio* COUNTY BOARD OF FINANCE that the adjustments included in this document are deemed necessary to the operations of the County for the 2015 fiscal year ending June 30, 2016.

PASSED, APPROVED and ADOPTED by the governing body at its regular meeting on the 17th day of February 2016.

THE BOARD OF COUNTY COMMISSIONERS:

T. Walter Jaramillo, Chairman

Robert Armijo, 1st Vice-Chair

ATTEST:

Jack Moleres, 2nd Vice-Chair

Elisa Bro, County Clerk

Patrick Simpson, Member

Lloyd F. Felipe, Member

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: Cibola County
FISCAL YEAR: 2015-2016
DFA Resolution Number:

(A) ENTITY RESOULUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
16-14	220(Indigent)	EXPENDITURE	$170,000	$45,194	$215,194	Increse in cost for 1/16 Medicaid support
					$0	
16-14	101(Other)	EXPENDITURE	$478,574	$250,000	$728,574	Increase in expenditures and revenue to refelct being awarded the OSAP
	101(Grant-Federal)	REVENUE	$156,749	$100,000	$256,749	Grant, and purchase of land.
					$0	
16-14	101(Exectutive-Legislati	EXPENDITURE	$1,079,781	$200,000	$1,279,781	Increase to cover leagal and other professional services.
					$0	
16-14	101(Finance & Administr	EXPENDITURE	$2,446,140	$35,000	$2,481,140	Increase to cover ovetime and additional offices supplies.
					$0	
16-14	209	REVENUE	$580,025	$40,000	$620,025	Increase for State Fire Marshal grant award
16-14	209	EXPENDITURE	$843,450	$374,487	$1,217,937	Increase to reflect grant award and use of carryover funds
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	

ATTEST: _____
Title (Date)

_____
Mayor/Board Chairman (Date)

CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 16-15

OPPOSING U.S. FISH & WILDLIFE SERVICE WOLF RECOVERY PROGRAM

WHEREAS, the Board of Cibola County Commissioners met in a Regular Meeting on Wednesday, February 17, 2016 at 5:00 p.m. at 515 West High Street, Grants, New Mexico; and,

WHEREAS, NMSA 1978, Section 4-37-1 (1995) provides that Counties have the power to, "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of any county or its inhabitants"; and,

WHEREAS, in January 2015, the Fish and Wildlife Service finalized changes to the Mexican Wolf Experimental Population Rule in Arizona and New Mexico, enlarging the recovery area from I-10 to the Mexican Border, and a tenfold increase in the area where Mexican wolves can initially be released from captivity; and,

WHEREAS, the areas of the County which are within the expanded reintroduction and release area, offer abundant open space for cover, water, and a smorgasbord of commercial animals for a food source, and expressed its concern that the wolves would remain in the vicinity of the ready supply of food and water unless actions were taken to prevent or control the dispersion; and,

WHEREAS, 40 C.F.R. 1508.5 provides that state agencies, local governments, tribal governments and other federal agencies may serve as cooperating agencies during the EIS process if they have either jurisdiction by law or special expertise; and,

WHEREAS, Fish & Wildlife Service has not sufficiently considered our customs, culture, and the economy of our county; and,

WHEREAS, despite the Fish & Wildlife Service's belief that it has developed a program that will compensate counties for losses that Counties incur from the Mexican Wolf, it is outrageous to think that compensation is even quantifiable where it has taken years for the ungulate population to develop as a result of the dedicated efforts from sportsmen, ranchers, county agencies, and the State Game and Fish; and,

WHEREAS, on September 29, 2015 the New Mexico Game Commission voted unanimously to uphold Game and Fish Department Director Alexandra Sandoval's denial of Fish and Wildlife's release request to release additional wolves in New Mexico based on the fact the Department did not know how many wolves would be released or where they would be set loose; and,

WHEREAS, on October 1, 2015 the Fish and Wildlife services proposed numerous potential wolf release sights in Cibola's sister adjoining counties to the South, which will affect Cibola County as "wolves" are not limited to human political boundaries; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Cibola that the Board stands in stark opposition of the newly released Record of Decision and Final Rule in regard to the Wolf Recovery Program, and maintains that this decision is a blatant violation of NEPA requirements.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of County Commissioners of the County of Cibola that it determines the action taken by the Fish & Wildlife Service to be unconstitutional, and their decision undermines our ability to protect the health, safety and welfare of our citizens.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of County Commissioners of the County of Cibola that it calls upon our representatives in the U.S. House of Representatives and the U.S. Senate to call for an investigation into the Fish & Wildlife Service's disregard of the positions of the local and state government, and to de-fund the wolf recovery program.

APPROVED, ADOPTED, AND PASSED on this 17th day of February, 2016.

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Pat Simpson
Commissioner, District IV

_____
Lloyd Felipe
Commissioner, District V

Attest:

_____
Lisa Bro
Cibola County Clerk

On Wed, Jan 27, 2016 at 3:23 PM, Chris Gatton <chris@giddenslaw.com> wrote:

David,

Due to a change in circumstances, Sunnyland wanted me to contact the County, through you, to see if the County is willing to resolve the settlement through a lump sum payment now rather than payment over two years.

As you recall, the settlement is for $440,00 over two years (with $220,000 paid in Oct 2016 and Oct 2017).

Sunnyland is willing to pay cash now if the County will accept less. Ignoring for now that we probably need the State's approval as well, what Sunnyland can offer is $100,000 now.

If the County is unwilling to accept that, please ask them to at least make a counter offer if they are interested in the prospect of immediate payment.

Time is of the essence on this one, as Sunnyland has the $100,000 available now. They will need to scramble if the County makes a counter-offer to try to get additional funds.

RUN FOR THE WALL 2016

Dear Cibola County Commissioners:

My name is Marie Garcia and I represent the Run for the Wall Midway Route, here in Cibola County. First of all I would like to Thank you for your help the past 2 years with your generous donation in helping to feed our Veterans as they journey from California to Washington DC for Memorial Day.

I come before you again asking for your help. The Lunch will be catered by Tena Catering. The cost of the lunch is $4,300.00, which is the amount I would like to ask for.

The Run for the Wall Midway Route will be here on Thursday, May 19, 2016, and will be held at the Milan Elementary, where we will serve lunch and have an assembly so that the children can meet the Veterans. Then we will go to the Vietnam Memorial to present a wreath and have a small ceremony.

The Run for the Wall Central Route will be here on Friday May 20, 2016, to present a wreath, and have a small ceremony at the memorial.

The Sherriff and I are working on the routes to bring in the Veterans safely.

I appreciate your help in this matter.

Thanking you in Advance.

Marie Garcia

Marie Garcia
505-290-0371

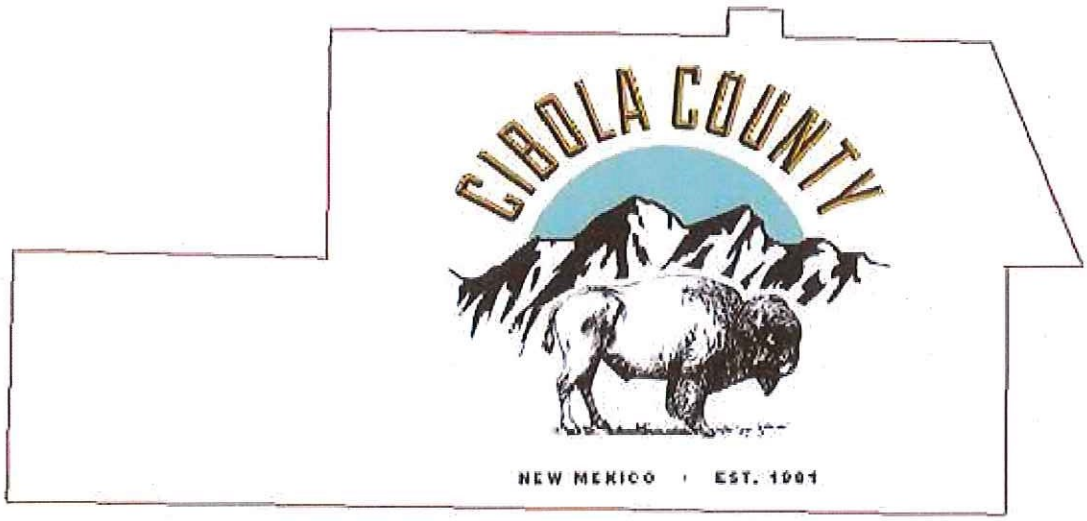
Tony Boyd

From: Michael Allen <mike@co.cibola.nm.us>
Sent: Tuesday, February 02, 2016 4:24 PM
To: 'Tony Boyd'
Subject: RE: Some early ideas on a new county logo

Heres a couple revised images.
The lower image is the transparent image that the NMTourism dept made for our web site...coming soon...
When it overlaid over another image, the words New Mexico, and 1981 show up







CIBOLA COUNTY

NEW MEXICO • EST. 1981

CIBOLA COUNTY

NEW MEXICO • EST. 1981

CIBOLA COUNTY

EST. 1981

CIBOLA COUNTY

EST. 1981


CIBOLA COUNTY
NEW MEXICO • EST. 1981

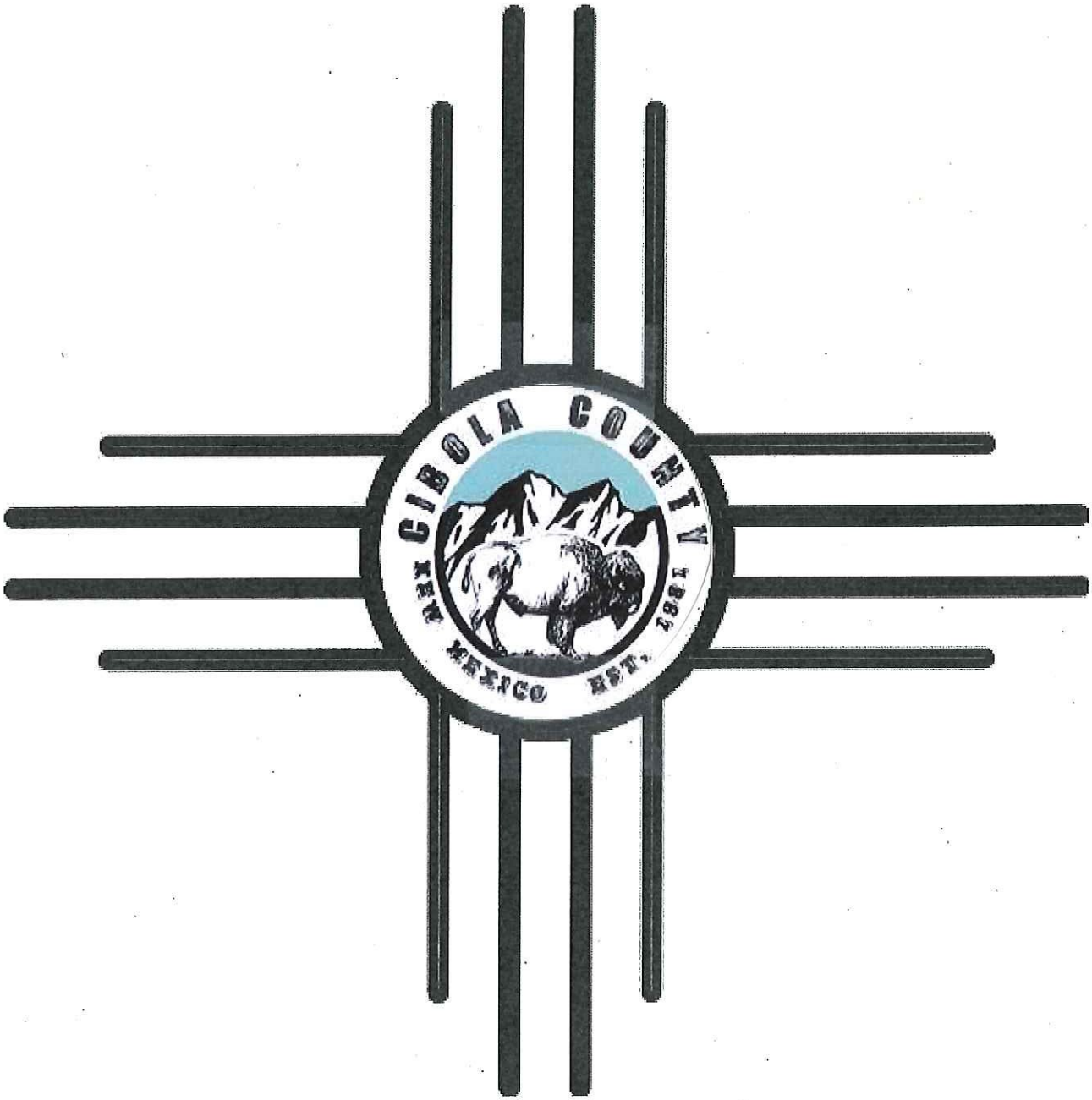


From: Tony Boyd [mailto:tboyd@co.cibola.nm.us]
Sent: Tuesday, February 2, 2016 9:19 AM
To: 'Michael Allen' <mike@co.cibola.nm.us>
Subject: RE: Some early ideas on a new county logo

Mike,
Are these what were provided on the new website when we reviewed it? I like the one with "CIBOLA COUNTY" in an arch above the mountains, but would like to see it in the turquoise!

From: Michael Allen [mailto:mike@co.cibola.nm.us]
Sent: Tuesday, February 02, 2016 8:45 AM
To: 'Julie A. Quintana' <julieq@co.cibola.nm.us>; tboyd@co.cibola.nm.us; 'Yvette Hernandez' <yhernandez@co.cibola.nm.us>
Subject: Some early ideas on a new county logo

I'm working on some other logo ideas as well. Do you like the turquoise sky or the gold sky?
Another color ?


CIBOLA COUNTY
NEW MEXICO
EST. 1981

Program - Bataan Memorial - Cibola County Complex

~~April 9 2015 - 4:30 PM~~

** SAMPLE - DRAFT **

4:25 (music? TBD - PA system by Richard Jones)

4:31 Welcome - Announcer - Aaron Dean, American Legion Post 80

4:33 Invocation by Rev. Garland Moore, Immanuel Baptist Church, Milan

4:36 Pledge of Allegiance

4:38 - 5:05 approx: Speakers:

- **Cibola County Chairman, Walter Jaramillo**
- **Mayor of Grants, Martin 'Modey' Hicks**
- **NM Dept of Veterans Services, Tyrra Saavedra**
- **Barbara Romero, District Director for Congressman Stevan Pearce**
- **Colonel Donnie Quintana, Chief of Staff of the Joint Staff, New Mexico National Guard**
- **Cibola County Historical Society - POW Info - Steve Owen**
  - *(Handouts - CCHS - Cibola County Veterans in the 1941-42 NM National Guard)*

5:05 Closing Remarks - American Legion Post 80

Taps - Grants High School (names TBD)

GEORGE W. KNOTTS
MAYOR

MARCELLA SANDOVAL
VILLAGE MANAGER

VIVIAN L. BRUMBELOW
MAYOR PRO-TEM

TRUSTEES
HELEN M. DAYAN
ORLANDO R. GALLEGOS
FELIX O. GONZALES

Village of Milan

P.O. Box 2727•623 URANIUM AVENUE
MILAN, NEW MEXICO 87021

February 8, 2016

Mr. Tony Boyd
County Manager
Cibola County
515 W. High Street
Grants, NM 87020

RE: Mirabal Park Multi-purpose Flood Control Facility
Request for funding

Dear Mr. Boyd,

The Village of Milan is formally requesting $35,000.00 from Cibola County to assist in the future funding of Phase I, Mirabal Park flood control. Phase I is comprised of rock removal, excavation, maintenance road and ramp, and slope stabilization. Phase I is a retention pond that will alleviate flooding in the local area.

Attached is the programming statement and the PowerPoint Presentation shared with the County Commission in January. Thank you in advance for your consideration and regional collaboration. Please feel free to contact me at 505-285-6694.

Sincerely,

Marcella Sandoval

Marcella Sandoval
Village Manager

County Detention Center	Proposed Bed Rate	Current Bed Rate	Number of Inmates currently housed
Bernalillo	75.00	54.00	0
Catron	75.00	54.00	1
McKinley	70.00	57.00	7
Mora	75.00	54.00	1
Rio Arriba	65.00	54.00	19
Sandoval	72.00	0.00	0
San Miguel	75.00	54.00	1
Socorro	72.00	54.00	2
Taos	67.00	54.00	0
Valencia	67.00	54.00	14
Village of Milan	65.00	54.00	7
City of Grants	65.00	52.00	58
USPTS	75.00	57.00	0
PTS	75.00	57.00	0
STS	75.00	57.00	1
USAF		57.00	0
Pueblo of Laguna		54.00	1
Pueblo of Acoma		54.00	0
USMS		50.13	23
APPO	$70.00	$57.00	1
Average			

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND ADULT PROBATION/PAROLE OFFICE FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Administrators/Directors of Adult Probation Parole Office, hereinafter referred to as "(A.P.P.O.)," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of (A.P.P.O.) at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. (A.P.P.O.) **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. (A.P.P.O.) **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide (A.P.P.O.) inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact (A.P.P.O.) for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. **TRANSPORTATION.**

a. Responsibilities of (A.P.P.O.).

i. Transporting inmates to the Facility.

ii. Returning inmates to (A.P.P.O.) who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to (A.P.P.O.).

ii. Transport to Court when requested by (A.P.P.O.).

4. **PRISON RAPE ELIMINATION ACT OF 2003**

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. (A.P.P.O.) agrees to pay Cibola at the rate of seventy dollars ($70.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. (A.P.P.O.) agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to (A.P.P.O.), not belonging to (A.P.P.O.), may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by (A.P.P.O.) personnel. Findings by (A.P.P.O.) will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for (A.P.P.O.) inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of (A.P.P.O.) or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to (A.P.P.O.) for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit (A.P.P.O.) to audit, examine, and make excerpts or transcripts from such records relating to (A.P.P.O.) inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. (A.P.P.O.) agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that (A.P.P.O.) failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when (A.P.P.O.) removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to (A.P.P.O.) and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and (A.P.P.O.) shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of (A.P.P.O.) for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the (A.P.P.O.) Administrators/Directors making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To State of N.M. (A.P.P.O.): _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF (A.P.P.O.)
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND BERNALILLO COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of Bernalillo County, hereinafter referred to as "Bernalillo," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Bernalillo County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. Bernalillo **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. Bernalillo **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide Bernalillo inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact Bernalillo for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. **TRANSPORTATION.**

a. Responsibilities of Bernalillo.

i. Transporting inmates to the Facility.

ii. Returning inmates to Bernalillo who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to Bernalillo.

ii. Transport to Court when requested by Bernalillo.

4. **PRISON RAPE ELIMINATION ACT OF 2003**

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. Bernalillo agrees to pay Cibola at the rate of seventy-five dollars ($75.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. Bernalillo agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to Bernalillo, not belonging to Bernalillo, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by Bernalillo personnel. Findings by Bernalillo will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Bernalillo inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Bernalillo or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Bernalillo for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Bernalillo to audit, examine, and make excerpts or transcripts from such records relating to Bernalillo inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Bernalillo agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Bernalillo failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Bernalillo removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Bernalillo and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Bernalillo Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Bernalillo County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Bernalillo County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To County of Bernalillo: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF BERNALILLO
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND CATRON COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of Catron County, hereinafter referred to as "Catron," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Catron County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. Catron **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. Catron **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide Catron inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact Catron for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. **TRANSPORTATION.**

a. Responsibilities of Catron.

i. Transporting inmates to the Facility.

ii. Returning inmates to Catron who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to Catron.

ii. Transport to Court when requested by Catron.

4. **PRISON RAPE ELIMINATION ACT OF 2003**

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. Catron agrees to pay Cibola at the rate of seventy-five dollars ($75.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. Catron agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to Catron, not belonging to Catron, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by Catron personnel. Findings by Catron will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Catron inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Catron or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Catron for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Catron to audit, examine, and make excerpts or transcripts from such records relating to Catron inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Catron agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Catron failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Catron removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Catron and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Catron Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Catron County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Catron County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To County of Catron: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF CATRON
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND THE CITY OF GRANTS FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the City of Grants, hereinafter referred to as "Grants," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 3-18-20 (1965) provides that, "a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners," and;

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. Scope of Responsibilities

1. **Municipal Inmate.** Cibola agrees to confine and house individuals, who are over the age of eighteen (18), arrested my Municipal Law Enforcement Officers for violation of the Municipality's laws or who are sentenced to detention or confinement by the City of Grants Municipal Court (hereinafter "Municipal Inmates") subject to the terms and restrictions of this Agreement, at the Cibola County Detention Center ("Facility").

2. **Acceptance of Municipal Inmate.** The admission to the Facility of a Municipal Inmate is dependent upon:

   i. Cibola will be responsible for the care, custody, and control of inmates after such time that the inmates are delivered and accepted to the Facility's custody, along with the necessary paperwork.
   ii. Available Space.
   iii. Full Compliance with Section A (4) of this Agreement.

3. **Standards of Care.** It shall be the responsibility of Cibola to confine and supervise municipal inmates at the Facility. Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

4. **Medical Services.**

   a. Grants will furnish to the Facility a Health Status Transfer Form. The Facility will not accept Municipal Inmates if they do not clear the Facility's initial medical assessment. It is the responsibility of Grants to transport and obtain medical or psychological treatment for those persons in the custody of Grants who have not been accepted by the Facility.

   b. Grants will be responsible for authorized off-site medical expenses incurred;

   c. Grants will be responsible for off-site emergency medical expenses incurred;

d. Notification for emergency situations will be made by the Facility as soon as possible by means of an ER/Hospitalization Reporting Form.

e. Cibola will contact the City of Grants Municipal Judge for prior written authorization for any inmate requiring off-site, non-emergency, medical attention by using an Off-Site Healthcare Referral Form.

5. Transportation

a. Responsibilities of Grants.

i. Transporting inmates to the Facility.
ii. Returning inmates who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to Grants.
ii. Transport to Court when requested by Grants.

6. Prison Rape Elimination Act of 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. Compensation

a. Grants agrees to pay Cibola at the rate of sixty-five dollars ($65.00) per day per inmate.
   i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
   ii. A partial day will be considered a full day.
   iii. Medical services may be billed separately.
   iv. Grants agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
   v. Any charges billed to Grants, not belonging to Grants, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.
   vi. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

C. Inspection

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by Grants personnel. Findings by Grants will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Grants

inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of the City of Grants or Cibola County or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Grants for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Grants to audit, examine, and make excerpts or transcripts from such records relating to Grants inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Grants agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Grants failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. Term and Termination

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Grants removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. Property/Surplus Funds/Strict Accountability/Lead Agency

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Grants and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

d. Lead Agency. Cibola is designated as the lead agency and shall monitor the actions of Grants as they pertain to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from Cibola to Grants that Grants is in breach of its payment obligation sunder the Agreement, Grants fails to make payment within thirty (30) days after receipt of such notice. Grants and Cibola shall report and/or confer with one another upon specific requests.

F. Agreement and Amendment

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. Governing Law

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Grants Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1,

et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. Independent Contractor

Neither Cibola County nor its employees are considered to be employees of Grants County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. Appropriations

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon Grants making the appropriations necessary for the performance of this Agreement.

K. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To City of Grants: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____	_____
Robert Armijo Commissioner, District I	T. Walter Jaramillo, Chairman Commissioner, District II
_____	_____
Jack Moleres Commissioner, District III	Patrick Simpson Commissioner, District IV

Lloyd F. Felipe
Commissioner, District V

Attest:

_____

Elisa Bro
Cibola County Clerk

APPROVAL OF CITY OF GRANTS
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND MCKINLEY COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of McKinley County, hereinafter referred to as "McKinley," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of McKinley County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. McKinley **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. McKinley **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide McKinley inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact McKinley for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. **TRANSPORTATION.**

a. Responsibilities of McKinley.

i. Transporting inmates to the Facility.

ii. Returning inmates to McKinley who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to McKinley.

ii. Transport to Court when requested by McKinley.

4. **PRISON RAPE ELIMINATION ACT OF 2003**

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. McKinley agrees to pay Cibola at the rate of seventy dollars ($70.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. McKinley agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to McKinley, not belonging to McKinley, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by McKinley personnel. Findings by McKinley will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for McKinley inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of McKinley or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to McKinley for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit McKinley to audit, examine, and make excerpts or transcripts from such records relating to McKinley inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. McKinley agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that McKinley failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when McKinley removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to McKinley and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and McKinley Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of McKinley County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the McKinley County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To County of McKinley: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF MCKINLEY
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND MORA COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of Mora County, hereinafter referred to as "Mora," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Mora County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. Mora **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. Mora **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide Mora inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact Mora for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. **TRANSPORTATION.**

a. Responsibilities of Mora.

i. Transporting inmates to the Facility.

ii. Returning inmates to Mora who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to Mora.

ii. Transport to Court when requested by Mora.

4. **PRISON RAPE ELIMINATION ACT OF 2003**

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. Mora agrees to pay Cibola at the rate of seventy-five dollars ($75.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. Mora agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to Mora, not belonging to Mora, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by Mora personnel. Findings by Mora will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Mora inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Mora or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Mora for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Mora to audit, examine, and make excerpts or transcripts from such records relating to Mora inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Mora agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Mora failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Mora removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Mora and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Mora Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.,* NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq*., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Mora County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Mora County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To County of Mora: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF MORA
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND
PRISNOR TRANSPORT SERVICES (P.T.S.) FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County political subdivisions of the State of New Mexico, hereinafter referred to as "Cibola", and the Administrators/Directors of Prisoner Transport Services, hereinafter referred to as "(P.T.S.)," A transport contractor for governments.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of (P.T.S.) at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the Adult Federal Detention Center Standards common to jails.

2. **MEDICAL SERVICES.**

a. (P.T.S.) **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. (P.T.S.) **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide (P.T.S.) inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;

ii. (P.T.S.) for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.

iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. TRANSPORTATION.

a. Responsibilities of (P.T.S.).

i. Transporting inmates to the Facility.

ii. Returning inmates to (P.T.S.) who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to (P.T.S.).

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. (P.T.S.) agrees to pay Cibola at the rate of seventy-five dollars ($75.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. (P.T.S.) agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by (P.T.S.) personnel. Findings by (P.T.S.) will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for (P.T.S.) inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of (P.T.S.) or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to (P.T.S.) for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit (P.T.S.) to audit, examine, and make excerpts or transcripts from such records relating to (P.T.S.) inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. (P.T.S.) agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that (P.T.S.) failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when (P.T.S.) removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to (P.T.S.) and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and (P.T.S.) shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of (P.T.S.) for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the (P.T.S.) authorized Administrators/Directors making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To (P.T.S.) Administrator/Director: _____

Intentionally left blank

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF (P.T.S.)
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND RIO ARRIBA COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of Rio Arriba County, hereinafter referred to as "Rio Arriba," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Rio Arriba County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. Rio Arriba **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. Rio Arriba **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide Rio Arriba inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact Rio Arriba for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. **TRANSPORTATION.**

a. Responsibilities of Rio Arriba.
   - **i.** Transporting inmates to the Facility.
   - **ii.** Returning inmates to Rio Arriba who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to Rio Arriba.

ii. Transport to Court when requested by Rio Arriba.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. Rio Arriba agrees to pay Cibola at the rate of sixty-five dollars ($65.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. Rio Arriba agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to Rio Arriba, not belonging to Rio Arriba, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by Rio Arriba personnel. Findings by Rio Arriba will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Rio Arriba inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Rio Arriba or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Rio Arriba for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Rio Arriba to audit, examine, and make excerpts or transcripts from such records relating to Rio Arriba inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Rio Arriba agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in

whole or part that Rio Arriba failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Rio Arriba removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Rio Arriba and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Rio Arriba Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.,* NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq*., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Rio Arriba County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Rio Arriba County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To County of Rio Arriba: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF RIO ARRIBA
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND SAN MIGUEL COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of San Miguel County, hereinafter referred to as "San Miguel," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of San Miguel County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. San Miguel **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. San Miguel **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide San Miguel inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact San Miguel for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. **TRANSPORTATION.**

a. Responsibilities of San Miguel.

i. Transporting inmates to the Facility.

ii. Returning inmates to San Miguel who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to San Miguel.

ii. Transport to Court when requested by San Miguel.

4. **PRISON RAPE ELIMINATION ACT OF 2003**

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. San Miguel agrees to pay Cibola at the rate of seventy-five dollars ($75.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. San Miguel agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to San Miguel, not belonging to San Miguel, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by San Miguel personnel. Findings by San Miguel will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for San Miguel inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of San Miguel or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to San Miguel for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit San Miguel to audit, examine, and make excerpts or transcripts from such records relating to San Miguel inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. San Miguel agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that San Miguel failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when San Miguel removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to San Miguel and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and San Miguel Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.,* NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of San Miguel County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the San Miguel County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To County of San Miguel: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF SAN MIGUEL
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND SANDOVAL COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of Sandoval County, hereinafter referred to as "Sandoval," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Sandoval County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. Sandoval **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. Sandoval **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide Sandoval inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact Sandoval for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. **TRANSPORTATION.**

a. Responsibilities of Sandoval.

i. Transporting inmates to the Facility.

ii. Returning inmates to Sandoval who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to Sandoval.

ii. Transport to Court when requested by Sandoval.

4. **PRISON RAPE ELIMINATION ACT OF 2003**

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. Sandoval agrees to pay Cibola at the rate of seventy-two dollars ($72.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. Sandoval agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to Sandoval, not belonging to Sandoval, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by Sandoval personnel. Findings by Sandoval will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Sandoval inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Sandoval or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Sandoval for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Sandoval to audit, examine, and make excerpts or transcripts from such records relating to Sandoval inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Sandoval agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Sandoval failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Sandoval removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Sandoval and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Sandoval Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Sandoval County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Sandoval County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To County of Sandoval: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF SANDOVAL
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND SOCORRO COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of Socorro County, hereinafter referred to as "Socorro," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Socorro County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. Socorro **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. Socorro **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide Socorro inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact Socorro for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. **TRANSPORTATION.**

a. Responsibilities of Socorro.

i. Transporting inmates to the Facility.

ii. Returning inmates to Socorro who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to Socorro.

ii. Transport to Court when requested by Socorro.

4. **PRISON RAPE ELIMINATION ACT OF 2003**

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. Socorro agrees to pay Cibola at the rate of seventy dollars ($70.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. Socorro agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to Socorro, not belonging to Socorro, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by Socorro personnel. Findings by Socorro will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Socorro inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Socorro or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Socorro for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Socorro to audit, examine, and make excerpts or transcripts from such records relating to Socorro inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Socorro agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Socorro failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Socorro removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Socorro and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Socorro Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Socorro County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Socorro County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To County of Socorro: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF SOCORRO
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTYAND
SECURITY TRANSPORT SERVICES (S.T.S.) FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County political subdivisions of the State of New Mexico, hereinafter referred to as "Cibola", and the Administrators/Directors of United States Prisoner Transport Services, hereinafter referred to as "(P.T.S.)," A transport contractor for governments.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of (S.T.S.) at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the Adult Federal Detention Center Standards common to jails.

2. **MEDICAL SERVICES.**

a. (S.T.S.) **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. (S.T.S.) **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide (S.T.S.) inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;

ii. (S.T.S.) for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.

iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. TRANSPORTATION.

a. Responsibilities of (P.T.S.).

i. Transporting inmates to the Facility.

ii. Returning inmates to (S.T.S.) who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to (P.T.S.).

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. (S.T.S.) agrees to pay Cibola at the rate of seventy-five dollars ($75.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. (S.T.S.) agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by (S.T.S.) personnel. Findings by (S.T.S.) will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for (S.T.S.) inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of (S.T.S.) or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to (S.T.S.) for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit (S.T.S.) to audit, examine, and make excerpts or transcripts from such records relating to (S.T.S.) inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. (S.T.S.) agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that (S.T.S.) failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when (S.T.S.) removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to (S.T.S.) and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and (S.T.S.) shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of (S.T.S.) for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the (S.T.S.) authorized Administrators/Directors making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To (S.T.S.) Administrator/Director: _____

Intentionally left blank

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF (P.T.S.)
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND TAOS COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of Taos County, hereinafter referred to as "Taos," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Taos County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. Taos **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. Taos **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide Taos inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact Taos for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. TRANSPORTATION.

a. Responsibilities of Taos.

i. Transporting inmates to the Facility.

ii. Returning inmates to Taos who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to Taos.

ii. Transport to Court when requested by Taos.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. Taos agrees to pay Cibola at the rate of seventy-five dollars ($75.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. Taos agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to Taos, not belonging to Taos, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Taos personnel. Findings by Taos will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Taos inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Taos or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Taos for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Taos to audit, examine, and make excerpts or transcripts from such records relating to Taos inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Taos agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Taos failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Taos removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Taos and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Taos Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.,* NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Taos County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Taos County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To County of Taos: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF TAOS
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTYAND
UNITED STATES PRISINER TRANSPORT SERVICES (U.S.P.T.S.) FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County political subdivisions of the State of New Mexico, hereinafter referred to as "Cibola", and the Administrators/Directors of United States Prisoner Transport Services, hereinafter referred to as "(P.T.S.)," A transport contractor for governments.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of (U.S.P.T.S.)at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the Adult Federal Detention Center Standards common to jails.

2. **MEDICAL SERVICES.**

a. (U.S.P.T.S.)**will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. (U.S.P.T.S.)**will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide (U.S.P.T.S.)inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;

ii. (U.S.P.T.S.)for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.

iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. TRANSPORTATION.

a. Responsibilities of (P.T.S.).

i. Transporting inmates to the Facility.

ii. Returning inmates to (U.S.P.T.S.)who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to (P.T.S.).

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. (U.S.P.T.S.)agrees to pay Cibola at the rate of seventy-five dollars ($75.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. (U.S.P.T.S.)agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by (U.S.P.T.S.)personnel. Findings by (U.S.P.T.S.)will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for (U.S.P.T.S.)inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of (U.S.P.T.S.)or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to (U.S.P.T.S.)for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit (U.S.P.T.S.)to audit, examine, and make excerpts or transcripts from such records relating to (U.S.P.T.S.)inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. (U.S.P.T.S.)agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that (U.S.P.T.S.)failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when (U.S.P.T.S.)removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to (U.S.P.T.S.)and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and (U.S.P.T.S.)shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of (U.S.P.T.S.)for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the (U.S.P.T.S.)authorized Administrators/Directors making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To (U.S.P.T.S.)Administrator/Director: _____

Intentionally left blank

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF (P.T.S.)
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND THE VILLAGE OF MILAN FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Village of Milan, hereinafter referred to as "Village of Milan," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 3-18-20 (1965) provides that, "a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners," and;

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. Scope of Responsibilities

1. **Municipal Inmate.** Cibola agrees to confine and house individuals, who are over the age of eighteen (18), arrested my Municipal Law Enforcement Officers for violation of the Municipality's laws or who are sentenced to detention or confinement by the Village of Milan Municipal Court (hereinafter "Municipal Inmates") subject to the terms and restrictions of this Agreement, at the Cibola County Detention Center ("Facility").

2. **Acceptance of Municipal Inmate.** The admission to the Facility of a Municipal Inmate is dependent upon:

   i. Cibola will be responsible for the care, custody, and control of inmates after such time that the inmates are delivered and accepted to the Facility's custody, along with the necessary paperwork.
   ii. Available Space.
   iii. Full Compliance with Section A (4) of this Agreement.

3. **Standards of Care.** It shall be the responsibility of Cibola to confine and supervise municipal inmates at the Facility. Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

4. **Medical Services.**

   a. Village of Milan will furnish to the Facility a Health Status Transfer Form. The Facility will not accept Municipal Inmates if they do not clear the Facility's initial medical assessment. It is the responsibility of Village of Milan to transport and obtain medical or psychological treatment for those persons in the custody of Village of Milan who have not been accepted by the Facility.

   b. Village of Milan will be responsible for authorized off-site medical expenses incurred;

c. Village of Milan will be responsible for off-site emergency medical expenses incurred;

d. Notification for emergency situations will be made by the Facility as soon as possible by means of an ER/Hospitalization Reporting Form.

e. Cibola will contact the Village of Milan Municipal Judge for prior written authorization for any inmate requiring off-site, non-emergency, medical attention by using an Off-Site Healthcare Referral Form.

5. Transportation

a. Responsibilities of Village of Milan.

i. Transporting inmates to the Facility.
ii. Returning inmates who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to Village of Milan.
ii. Transport to Court when requested by Village of Milan.

6. Prison Rape Elimination Act of 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. Compensation

a. Village of Milan agrees to pay Cibola at the rate of sixty-five dollars ($65.00) per day per inmate.
   i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
   ii. A partial day will be considered a full day.
   iii. Medical services may be billed separately.
   iv. Village of Milan agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
   v. Any charges billed to Village of Milan, not belonging to Village of Milan, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.
   vi. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

C. Inspection

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by Village of Milan personnel. Findings by Village of Milan will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Village of Milan inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of the Village of Milan or Cibola County or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Village of Milan for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Village of Milan to audit, examine, and make excerpts or transcripts from such records relating to Village of Milan inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Village of Milan agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Village of Milan failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. Term and Termination

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Village of Milan removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. Property/Surplus Funds/Strict Accountability/Lead Agency

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Village of Milan and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

d. Lead Agency. Cibola is designated as the lead agency and shall monitor the actions of Village of Milan as they pertain to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from Cibola to Village of Milan that Village of Milan is in breach of its payment obligation sunder the Agreement, Village of Milan fails to make payment within thirty (30) days after receipt of such notice. Village of Milan and Cibola shall report and/or confer with one another upon specific requests.

F. Agreement and Amendment

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. Governing Law

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Village of Milan Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.,* NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. Independent Contractor

Neither Cibola County nor its employees are considered to be employees of Village of Milan County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. Appropriations

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon Village of Milan making the appropriations necessary for the performance of this Agreement.

Intentionally left Blank

K. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To Village of Milan: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF VILLAGE OF MILAN
(ATTACHED)

INTERGOVERNMENAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND VALENCIA COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of Valencia County, hereinafter referred to as "Valencia," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Valencia County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. **MEDICAL SERVICES.**

a. Valencia **will not** deliver to the Facility inmates who are:
   - **i.** mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
   - **ii.** have current off-site appointments;
   - **iii.** afflicted with air pathogen diseases or HIV;
   - **iv.** rejected by Cibola upon initial medical screening.

b. Valencia **will**:
   - **i.** Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
   - **ii.** Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola **will**:
   - i. Provide Valencia inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
   - **ii.** Contact Valencia for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
   - **iii.** Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. **TRANSPORTATION.**

a. Responsibilities of Valencia.
   - **i.** Transporting inmates to the Facility.
   - **ii.** Returning inmates to Valencia who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to Valencia.

ii. Transport to Court when requested by Valencia.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. Valencia agrees to pay Cibola at the rate of sixty-seven dollars ($67.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. Valencia agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to Valencia, not belonging to Valencia, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by Valencia personnel. Findings by Valencia will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Valencia inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Valencia or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Valencia for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Valencia to audit, examine, and make excerpts or transcripts from such records relating to Valencia inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Valencia agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in

whole or part that Valencia failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Valencia removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Valencia and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.

d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.

f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.

g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

a. This Agreement shall be governed by the laws of the State of New Mexico.

b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Valencia Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.,* NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq*., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Valencia County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Valencia County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Director, _____

To County of Valencia: _____

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

_____
Robert Armijo
Commissioner, District I

_____
T. Walter Jaramillo, Chairman
Commissioner, District II

_____
Jack Moleres
Commissioner, District III

_____
Patrick Simpson
Commissioner, District IV

_____
Lloyd F. Felipe
Commissioner, District V

Attest:

_____
Elisa Bro
Cibola County Clerk

APPROVAL OF COUNTY OF VALENCIA
(ATTACHED)