



CIBOLA COUNTY BOARD OF COMMISSIONERS

Jack Moleres
Chairman

Robert Armijo
1st Vice Chairman

Robert Windhorst
2nd Vice Chairman

Daniel Torrez
Commissioner

Martha Garcia
Commissioner

**Special Meeting
September 11, 2017 at 5:30 p.m.
Cibola County Commission Chamber
700 East Roosevelt Ave, Suite 50**

- 1) **Call to Order**
- 2) **Roll Call**
- 3) **Pledge of Allegiance**
- 4) **Prayer**
- 5) **Approval of Agenda**
- 6) **Action Items**
 - a) Consideration of Contract with Core Civic for Inmate Housing
 - b) Approval to Transfer Detention Staff to Sheriff's Department
 - c) Consideration of Salary and Benefits for Sheriff's New Booking Staff
 - d) Consideration or Resolution 17-43 Furloughs & RIF
- 7) **Executive Session**

Pursuant to NMSA 1978, Section 10-15-1 (H) (2) & (7) (2013) the following matters may be discussed in closed session:

 - a) Edminsten v. BOCC
 - b) Toledo v. BOCC
 - Motion and roll call vote to go into Executive Session for the stated reasons
 - Board meets in closed session
 - Motion and vote to go back into regular session
 - Summary of items discussed in closed session
 - Motion and roll call vote that matters discussed in closed session were limited to those specified in Motion. For closure and that no final action was taken, pursuant to the authority in § 10-15-1 NMSA 1978

8) **Announcements**

The next Regular Commission Meeting will be held on Thursday, September 28, 2017 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

9) **Adjournment**

"If you are an individual with a disability who is in need of a reader, amplifier, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the Cibola County Commission Chamber 700 E. Roosevelt Ave. Suite 50, Grants, NM 87020, phone (505)287-9431 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Cibola County Administration if a summary or other type of accessible format is needed."

INMATE HOUSING AGREEMENT

THIS AGREEMENT is made by and between Cibola County, New Mexico, hereinafter referred to as the "County" and CoreCivic, Inc., a Maryland corporation, hereinafter referred to as the "Contractor" or "CoreCivic" upon execution of both parties, hereinafter referred to as "Parties".

WHEREAS, the County has a need for housing for County inmates;

WHEREAS, authority exists in the laws and regulations of the County and funds have been budgeted, appropriated and otherwise made available for the purposes of this Agreement; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Contractor is willing to contract for the confinement of a minimum of 120 adult male and female pretrial or convicted misdemeanants or felons in the custody of the County at the following facility ("Facility"):

Facility Name	Facility Address	City	State/Province	Zip/Postal Code
Cibola County Correctional Center	2000 Cibola Loop	Milan	New Mexico	87201

WHEREAS, the County is empowered to enter into contracts and agreements with a private entity for the provision of correctional services; and

WHEREAS, the Contractor has legal authority to enter into an agreement with the County;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES:

It shall be the responsibility of the Contractor to confine and supervise adult male and female inmates committed to or in the custody of the County in a constitutionally adequate manner. The County shall be responsible to assign a minimum of 120 inmates at all times under this Agreement. Contractor shall provide to such inmates care and treatment, including the furnishing of subsistence and all necessary on-site routine medical care; to provide for their physical and psychological 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.

2. **TERM:**

This Agreement shall be in full force and effect beginning September 12, 2017 and shall continue three (3) years thereafter, unless sooner terminated by notice from either party in accordance with Section 3 of this Agreement. Upon mutual agreement, the parties may renew this Agreement for additional terms of one or more years at the expiration of the initial three-year period.

3. **TERMINATION:**

This Agreement may be terminated by either party for convenience, with sixty (60) days written notice from the terminating party mailed to the other party.

4. **RIGHT OF INSPECTION:**

The County shall have the right to inspect, at any reasonable time, the Facility in which its inmates are confined.

5. **INMATE INFORMATION:**

Prior to the delivery of inmates to the Facility, separate information packets for each individual inmate shall be provided electronically by the County to the Facility. To the extent the information is available at or after the time of transfer, the information provided by the County should include the inmate's classification; full information and all necessary documents relating to the case history; physical, clinical and medical records to include medical clearance in the form of a negative PPD and/or chest X-ray and executed medical release certifying that the inmate has not been diagnosed with tuberculosis; judicial and administrative rulings and orders relating or pertinent to the inmate and the sentences, if any, pursuant to which confinement is to be had or to continue; information relative to the inmate's participation in a Security Threat Group (STG); information regarding inmate's involvement in any past or ongoing investigation involving a serious facility-based incident, identification data, photographs, and fingerprints.

6. **DELIVERY AND RELEASE OF INMATES:**

The Sheriff will assign at least one County employee ("County Employee") to work at the Facility twenty-four hours each day, seven days each week. The County Employee will be responsible for the initial booking, data entry, and NCIC check of inmates assigned to the Facility for housing. The County Employee will additionally conduct an NCIC check prior to each inmates' release to confirm that there are no active warrants under the County's Originating Agency Identifier ("ORI") number. The County Employee may additionally serve as the designee pursuant to Rule 6-408 NMRA 2017 to effectuate the release of inmates. At no additional cost to the County, the Contractor will designate adequate space within the Facility for use by the Sheriff, in which the County Employee will perform these duties. After completion of the initial booking,

data entry and NCIC check, the County or other arresting agency will deliver the inmates to the Contractor together with the documentation required pursuant to Section 5 above. County inmates may be housed with inmates from other jurisdictions. The County agrees that the Contractor shall not house any injured inmates unless and until the County has furnished an acceptable medical release signed by medical personnel, certifying that the inmate may be incarcerated.

7. TRANSFER OF INMATE FUNDS/PERSONAL PROPERTY:

Personal funds due transferred inmates shall be provided by the County upon transfer of the inmate to the Facility, to be credited to the account of the transferred inmate by the Contractor. Upon return of the inmate to the County, the Contractor shall issue payment to the County in the amount due the inmate at the time of return within five days of transfer. The County will package and identify the personal property of each inmate offender prior to transferring the inmate offender to the Facility. The County will ensure inmate property is transferred to the Facility on the day of inmate transfer. The County will not transport inmate property to the Contractor's facility if the property violates the Contractor's policies or procedures. Any property sent from the County to the Contractor that violates the Contractor's policies and procedures will be mailed out of the Contractor's facility at the County's expense.

8. INMATE WORK:

- (a) County inmates may be assigned to programs designed to simulate real world work experience by the Contractor. It is understood and agreed that this provision does not create an employer/employee relationship subject to the Federal Fair Labor Standards Act; and that such work is performed as part of the custodial arrangement.
- (b) If the Cibola County Sheriff elects to engage the inmates in County work projects, the Sheriff shall be responsible for all related inmate transportation and supervision. The Contractor shall cooperate with the County in making the inmates available for this purpose.

9. DISCIPLINE:

The Contractor shall have physical control and the power to exercise disciplinary authority over all inmates from the County consistent with accepted correctional practices and all applicable constitutional standards, provided: (1) the disciplinary action is reasonable and proportionate in relation to the violation; (2) the action taken is impartial and nondiscriminatory; (3) the action is neither arbitrary nor retaliatory; (4) the discipline is not physically abusive; and (5) the inmates are afforded both substantive and procedural due process.

Inmates who have violated the Contractor's rules and regulations will be subject to the same disciplinary rules and regulations as any other inmate housed at the Facility. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the laws and regulations applicable to the County or the State of New Mexico.

10. RECORDS:

Access to County inmate records, including medical records, will be made available by the Contractor to the Board of County Commissioners or its designees.

11. RETAKING OF INMATES:

The Contractor will surrender any of said inmates to the proper officials of the County upon demand made to the Contractor and presentation of official written authority to receive said inmate.

12. PHOTOGRAPHING AND PUBLICITY:

Institutional or other officials of the Contractor shall not be authorized to release publicity concerning inmates without the County's approval. The Contractor may photograph inmates from the County as a means of identification for official use only; however, photographs of an inmate may be disseminated to appropriate law enforcement officials and to the press in the event of any escape from the Facility by such inmate, or where otherwise required by law.

13. COST AND REIMBURSEMENT:

The per diem for housing of County inmates at the Facility shall be \$54.00 per inmate per day. On the anniversary date of this Contract each year, the per diem rate shall automatically increase by a percentage that is equivalent to the percentage increase in the Consumer Price Index (CPI-U) for the preceding 12 month period.

The County shall be billed monthly by the Contractor based on the minimum population guarantee of 120 inmates per day, plus the applicable per diem rate for each additional County inmate housed at the Facility each day. The County shall pay the Contractor for the day the Contractor takes custody of an inmate and every subsequent day the inmate remains in the custody of the Contractor.

Payment shall be made by the County within thirty (30) days of receipt of the Contractor's invoice.

The parties agree, if necessary, to engage in good faith negotiations to amend this Contract to achieve commensurate reduction in services corresponding to any proposed or necessary per diem reduction.

The parties recognize that rates agreed upon in this contract are based upon current law,

applicable policies, ACA standards, regulations and economic conditions in effect as of the date of this Agreement. If changes in law, policy, ACA standards, regulations or economic conditions increase the cost of Contractor's fulfillment of its obligations under the Agreement, the parties agree to review the changes and negotiate a modification of the Agreement in good faith to provide adequate compensation for the additional services.

14. TRANSPORTATION:

The Contractor shall provide up to 20 round trip transports each week for the purpose of transporting inmates to and from the 13th Judicial District Court, Magistrate Court, Village Court and Municipal Court. The Contractor is not responsible to provide security for the inmates while attending court. Additional transportation and security needed shall be provided by the County at the County's expense or may be provided by the Contractor and reimbursed by the County at the actual costs of security including mileage at the prevailing GSA mileage rate. The current hourly guard rate is \$33.82 per hour.

15. FOOD SERVICE:

Contractor shall provide food service in accordance with ACA standards. Inmates shall be provided three meals daily, with no more than fourteen (14) hours between the evening meal and breakfast.

16. UTILITIES:

Contractor shall pay for all utility costs incurred in the performance of this Agreement.

17. VISITATION:

Contractor shall provide physical space, furniture, equipment and supervision for visitation in accordance with applicable ACA Standards. Contractor shall only offer non-contact visitation to inmates at the Facility.

18. COMMISSARY:

Contractor shall provide a commissary for the inmates in accordance with ACA Standards. The Contractor shall retain all commissary revenues.

19. ACCESS TO COURTS:

Contractor shall ensure that inmates have adequate access to the courts, consistent with applicable law and ACA Standards.

20. LAUNDRY AND CLOTHING:

Contractor shall provide inmate clothing and laundry services in accordance with applicable law and ACA standards.

21. TELEPHONES:

The Contractor shall provide a telephone system for use by County inmates. The Contractor shall retain all telephone revenues.

22. POLICIES:

Inmates from the County housed at the Contractor's Facility shall be subject to the policies and procedures as well as the rules and regulations of the Contractor.

23. INDEMNIFICATION:

The Contractor shall indemnify, defend and hold harmless the County and its officers and employees from liability and any claims, suits, judgments and damages to the extent such claims, suits, judgments and damages arise as a result of the Contractor's acts and/or omissions in the performance of this Agreement. The County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the County in connection with the performance by Contractor of Contractor's duties according to this Agreement. Nothing herein be construed to require Contractor to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising with respect to any Habeas Corpus action or any other action challenging the validity of a conviction or sentence. 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 five (5) days after it receives notice thereof, notify the legal counsel of Cibola County and the County's insurance carrier by certified mail.

24. DEATH OF AN INMATE:

In the event of the death of an inmate, the Contractor shall promptly notify the County. Arrangements shall be made for a fingerprint (right thumb or right index) to be taken. The coroner shall be requested to review all deaths. The County shall furnish instructions and information regarding the disposition of the body. All expenses relative to any necessary preparation and delivery of the body shall be reimbursed by the County. The provisions of this paragraph shall govern only the relations between the parties and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

25. MEDICAL:

(a) Except as otherwise stated herein, the costs of providing routine on-site medical services such as sick call and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies, mental health or dental services, customarily provided to persons sentenced to confinement in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed inmate day rate as provided by this Agreement.

(b) The County is responsible for all off-site medical, mental health and dental services, prescription drugs and associated treatments, including all costs associated with hospitalization of an inmate. Unless and except for emergency medical matters, the County shall be given at least twenty-four (24) hours advance written notice of any off-site medical services needed for County inmates.

(c) The County is responsible for all medical expenses related to the treatment of Hepatitis C and HIV/AIDS.

(d) The County shall provide transportation and security to such off-site medical services listed in paragraph (b). In the event of emergency, Contractor agrees to provide transportation and security. The County shall reimburse Contractor for actual costs of security including mileage at the prevailing GSA mileage rate. The current hourly guard rate is \$33.82 per hour.

(e) Contractor has the right to arrange for the health care provider to bill the County directly for the costs of medical care. If the health care provider refuses to bill the County directly, the County shall reimburse CoreCivic for such costs within thirty (30) days of receipt of an invoice from the Contractor, in accordance with Section 13 of this Agreement.

(f) The Contractor shall receive written authorization for any inmate requiring off-site medical attention in all non-emergency situations. The Contractor shall notify the County as soon as practicable of an emergency medical situation.

(g) Upon transfer of an inmate to the Facility, the County agrees to provide a seven (7)

day supply of the inmate's current prescribed medication to the extent that the County possesses such medication.

26. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the County Commission, this Agreement shall terminate upon sixty (60) days written notice provided by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

27. EMERGENCY PLAN:

The Contractor shall develop and implement a written procedure outlining the coordination of law enforcement activities in the case of riot, rebellion, escape, or other situations requiring assistance from city, county or state law enforcement agencies.

28. GOVERNING LAW:

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in Cibola County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the state and federal courts located in of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. INDEPENDENT CONTRACTOR STATUS:

The Contractor shall perform its duties hereunder as a contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed an agent or employee of the County.

Contractor shall pay when due all required employment taxes and income tax withholding including all federal and state income tax on any moneys paid pursuant to this Agreement. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or a third party provides such coverage and that the County does not pay for or otherwise provide such coverage. Contractor shall provide workers' compensation insurance and unemployment compensation in accordance with applicable law.

Contractor shall have no authorization, express or implied, to bind the County to any agreements, liability or understanding except as expressly set forth herein.

30. NOTICES:

Any notice provided for in this Agreement shall be in writing and served by personal delivery or by certified mail, return receipt requested, postage prepaid, or by a national overnight courier service at the addresses listed in below until such time as written notice of a change is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

CORECIVIC:

Scott Irwin, General Counsel
10 Burton Hills Boulevard
Nashville, TN 37215

And

Warden
Cibola County Correctional Center
2000 Cibola Loop
Milan, New Mexico 87201

COUNTY:

Cibola County Manager
700 East Roosevelt, Suite 50
Grants, NM 87020

31. ASSIGNMENT:

No right or interest pursuant to this Agreement shall be assigned or delegated by the Contractor without the prior written permission of the County. However, the Contractor is authorized to subcontract with any entity for the performance of the Contractor's obligations hereunder provided each such subcontractor agrees to be bound by all applicable provisions of this Contract. The Contractor acknowledges it will not by the act of subcontracting be absolved or released from any obligations under this Contract and will remain responsible for all performance under this Contract. The authorization granted herein with reference to subcontracting shall be limited to individual areas of service within the Contract but in no event shall any party other than Contractor be the primary operator of the Facility.

32. THIRD-PARTY BENEFICIARY:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the County and the Contractor that any entity, other than the County or the Contractor receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

This Agreement is not intended to create any rights, liberty interest or entitlement in favor of any inmate. The Agreement is intended only to set forth the contractual rights and responsibilities of the contract parties.

33. MODIFICATION AND WAIVER:

This Agreement contains the entire agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach.

34. HEADINGS:

Headings herein are for convenience of reference only and shall not be considered any interpretation of this Agreement.

35. TIME OF THE ESSENCE:

Time is of the essence in the performance of all of the parties' obligations and duties under this Agreement.

36. SEVERABILITY:

If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such provision, to the extent this Agreement is then capable of execution within the original intent of the parties.

37. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall, at all times during the performance of its obligations of this Agreement comply with all applicable federal, state and local laws and regulations.

38. INSURANCE

Contractor shall secure and keep in force during the term of this Agreement, commercial general liability insurance covering any and all claims of any nature arising out of this Agreement. The County shall be endorsed on the policy as an additional insured and Contractor shall furnish a certificate of insurance coverage and a copy of the additional insured endorsement to the County prior to commencement of this Agreement. Contractor shall furnish annually to the County a certificate of insurance as evidence the policy is in effect. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence. The policy may not be cancelled or modified without thirty (30) days prior written notice to the County.

39. FORCE MAJEURE:

Neither County nor Contractor shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

40. ACCREDITATION:

Contractor agrees to maintain ACA accreditation.

41. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT:

41.1 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.

41.2 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:

- 41.2.1 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 County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;
- 41.2.2 this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (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.
- 41.2.3 in accordance with Section 10-16-8(C) 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 County whose official act, while in County employment, directly resulted in the County's making this Agreement;
- 41.2.4 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
- 41.2.5 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 County.
- 41.3 Contractor's representations and warranties in this Section are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in this Section 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 this section 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 County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.
- 41.4 All terms defined in the Governmental Conduct Act have the same meaning in this Article 41.

42. 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.

43. EQUAL OPPORTUNITY COMPLIANCE:

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, 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.

44. WORKERS COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers 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 County.

45. RECORDS, FINANCIAL AUDIT AND INSPECTION

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 County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

46. MEDIATION

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such

mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the County's insurer and the parties shall utilize a striking process until a mediator is agreed upon.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first written above.

CIBOLA COUNTY

By: _____

Date: _____

CORECIVIC, INC.

By: Natasha K. Metcalf

Date: 9-11-17

CoreCivic Status 09/07/2017 2:19 pm

Housing Inmate per day

\$54.00 * 120 inmates * 365 days

Pay for full admit & exit days

Includes:

Housing

Food

Health care access

Inmate Phone Services

Commissary

Transportation

20 Round Trips (drop-off & pick-up) per week

Transport 21 + Corcivic will charge \$32.00 per hour

\$33.82 * 10 hrs per week * 52 weeks

Personnel

(1) Booking Supervisor @ \$14.50 per hour

(2) Booking Coordinators @ \$14.00 per hour

(5) Booking Technicians @ \$13.00

Mandatory OT

Summary

Housing

Transport - Estimated

Personell Wagees & Benefits

7 transfer from detention center & 1 vacant position

\$ 54.00
\$ 2,365,200.00

\$ 17,586.40

	Wages	Benefits	Annual Totals
(1) Booking Supervisor @ \$14.50 per hour	\$ 32,422.00	\$ 11,991.12	\$ 44,413.12
(2) Booking Coordinators @ \$14.00 per hour	\$ 62,608.00	\$ 23,555.24	\$ 86,163.24
(5) Booking Technicians @ \$13.00	\$ 145,340.00	\$ 53,775.00	\$ 199,115.00

\$ 329,691.36
\$ 41,203.89
\$ 370,895.25

\$ 2,365,200.00
\$ 17,586.40
\$ 370,895.25

\$ 2,753,681.65

Excludes Contracts with IT providers
Excludes Computers and support equipment

CoreCivic From the 15th of Sep to end of Fiscal Year

Housing Inmate per day

\$54.00 * 120 inmates * 289 days

Pay for full admit & exit days

Includes:

Housing

Food

Health care access

Inmate Phone Services

Commissary

Transportation

20 Round Trips (drop-off & pick-up) per week

Transport 21 + Corcivic will charge \$32.00 per hour

\$33.82 * 10 hrs per week * 41 weeks

Personnel

(1) Booking Supervisor @ \$14.50 per hour

(2) Booking Coordinators @ \$14.00 per hour

(5) Booking Technicians @ \$13.00

Summary

Housing

Transport - Estimated

Personell Wagees & Benefits

7 transfer from detention center & 1 vacant position

\$ 54.00
\$ 1,872,720.00

\$ 13,866.20

	Wages	Benefits	Annual Totals
(1) Booking Supervisor @ \$14.50 per hour	\$ 22,620.00	\$ 4,317.84	\$ 26,937.84
(2) Booking Coordinators @ \$14.00 per hour	\$ 43,680.00	\$ 18,882.84	\$ 62,562.84
(5) Booking Technicians @ \$13.00	\$ 101,400.00	\$ 31,836.36	\$ 133,236.36

Mandatory OT	\$ 222,737.04
	\$ 30,902.92
	\$ 253,639.96

\$ 1,872,720.00
\$ 13,866.20
\$ 253,639.96
\$ 2,140,226.16

Excludes Contracts with IT providers

Excludes Computers and support equipment



**CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 17-43**

FURLOUGHS OF APPOINTED OFFICIALS

WHEREAS, the Board of County Commissioners met in a Special Meeting on September 11, 2017 at 5:30 p.m. at 700 E. Roosevelt Ave., Suite 50, Grants, New Mexico; and,

WHEREAS, the Board of County Commissioners passed Resolution 17-15 "Benefits and Salaries of Appointed Officials" on February 9, 2017, that in pertinent part, set the salary rate of appointed officials in Paragraph 4; and,

WHEREAS, Resolution 17-15, Paragraph 5 reserves the right of the Board of County Commissioners to revisit the Resolution subject to the availability of funds; and,

WHEREAS, furloughs have been imposed on most employees of the County in order to avoid additional reductions in force.

NOW, THEREFORE BE IT RESOLVED that the salary rate of the Chief Deputy Assessor, the Chief Deputy Clerk, and the Chief Deputy Treasurer as established by Resolution 17-15, Paragraph 4, will be reduced by one furlough day per pay period until further notice.

NOW, THEREFORE BE IT FURTHER RESOLVED that Resolution 17-15 is otherwise valid and unchanged by this Resolution.

APPROVED, ADOPTED, and PASSED on this 11th day September, 2017.

Jack Moleres, Chairman

Robert Armijo, Vice Chair

Robert Windhorst, Member

Martha Garcia, Member

Daniel Torrez, Member

ATTEST:

Michelle Dominguez
County Clerk