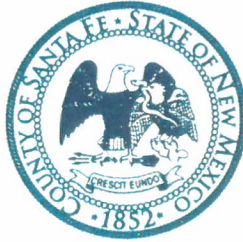


AMENDED AGENDA II.B.4

Henry P. Roybal
Commissioner, District 1

Anna Hansem
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

Date: October 31, 2017

To: Board of County Commission

From: Tony Flores, Deputy County Manager

Via: Katherine Miller, County Manager
Pablo Sedillo III, Public Safety Department Director

Subject: Request Approval of a Detention Services Intergovernmental Agreement with the United States Department of Justice – United States Marshall’s Service Prisoner Operations Division for Per Diem Rates and Guard/Transportation Hourly Rates and Authorize the County Manager to Finalize and Execute the Agreement.

Background and Summary:

Santa Fe County contracted for a review and analysis of the per diem and guard/transportation hourly rates for detainees of the United States Department of Justice - United States Marshall’s Service (USMS) housed at the Santa Fe County Adult Detention Facility.

As a result of the review, the County submitted a request to increase the per diem and guard/transportation hourly rates to the USMS for consideration. The County has been notified that the per diem rate of \$80.00 per day/per inmate and the guard/transportation hourly rate of \$26.99 is acceptable and provided the County with a Detention Services Intergovernmental Agreement for execution.

Recommendation:

Staff is recommending approval of the Detention Services Intergovernmental Agreement with the United States Department of Justice – United States Marshall Service and that the Board authorize the County Manager to finalize and execute the Agreement.

Amelioration of the
I.B.I.

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

**Detention Services
Intergovernmental Agreement**

1. Agreement Number 51-99-0030		2. Effective Date		3. Facility Code(s) 6MT		4. DUNS Number 05-32971-31	
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division, CG-3, Suite 3000 Washington, DC 20530-0001				6. Local Government Santa Fe County Detention Center 4312 NM Rout 14 Santa Fe, NM 87505 Tax ID 85-6000073			
7. Appropriation Data 15-1020/X				8. Local Contact Person Derek Williams, Warden			
				9. Telephone: 505-428-3204 Email: djwilliams@santafecountynm.gov			
Services				Estimated Number of Federal Beds		Per Diem Rate	
10. This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.				11. Male: 132 Female: 24 Total: 156		12. \$80.00	
13a. Optional Guard/Transportation Services to: <input checked="" type="checkbox"/> Medical Facility <input type="checkbox"/> Jail to Jail <input checked="" type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS 13b. <input type="checkbox"/> Department of Labor Wage Determination				14. Guard/Transportation Hourly Rates is \$26.99			
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>				16. Signature of Person Authorized to Sign (Local) _____ Signature Katherine Miller _____ Print Name County Manager _____ Title _____ Date _____			
17. Federal Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female		18. Other Authorized Agency User <input checked="" type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE		19. Signature of Person Authorized to Sign (Federal) _____ Signature Aisha Ogburn _____ Print Name Grants Specialist _____ Title _____ Date _____			

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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **Santa Fe County Detention Center** (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **Santa Fe County Detention Center, 4312 NM Route 14 Santa Fe, NM 87505** (hereinafter referred to as "the Facility") designated in #6 page 1.

The population(hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance and Termination

This Agreement is effective upon the date of signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide Federal detainees with the same level and range of care **inside** the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

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

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

Affordable Care Act

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

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

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

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **forty-eight (48) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

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

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

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

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **forty-eight (48) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

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

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

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

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

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

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #14 on page one (1) of this Agreement. After **forty-eight (48) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

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

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

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

Restrictive Housing and Suicide Prevention

The Local Government shall have written policies, procedures, and practices requiring that all detainees in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than 40 minutes apart, on an irregular schedule. Detainees who are violent or mentally ill or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal detainees are under constant observation.

The Local Government shall immediately notify the concerned Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. The report shall be submitted to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.

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

For the purposes of this Agreement, "restrictive housing" means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this Agreement, "vulnerable population" means juveniles and individuals with serious mental illness.

Prison Rape Elimination Act (PREA)

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

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <http://www.dol.gov/oasam/regs/statutes/351.htm>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

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

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #12 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **Santa Fe County Detention Center** actual cost experience in providing the service.

The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **forty-eight (48) months**. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After **forty-eight (48) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

**United States Marshals Service
District of New Mexico
Pete V. Domenici U.S. Courthouse
333 Lomas Blvd. NW, Suite 180
505-346-6400**

**Immigration and Customs Enforcement
Enforcement and Removal Office
El Paso Field Office
11541 Montana Avenue
El Paso, TX 79925
919-225-1901**

**Bureau of Prisons
Residential Reentry Management Office
727 East Cesar E. Chavez Blv
Suite B-138
San Antonio, TX 78206
210-472-6225**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

Disputes

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

Inspection of Services

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

Modifications

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- **Using Abusive or Obscene Language**
- **Sexual Assault**
- **Making a Sexual Proposal**
- **Indecent Exposure**
- **Engaging in Sex Act**

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information

confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

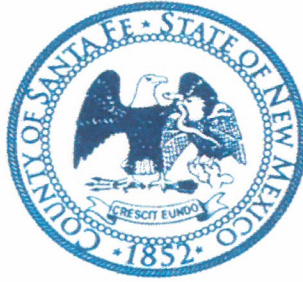
- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, **at no expense to you**, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

Published February 2008

REVISED III, 13.7



MEMORANDUM

DATE: October 31, 2017
TO: Board of County Commissioners
VIA: Geraldine Salazar, Santa Fe County Clerk *G.S.*
FROM: Steve Fresquez, BOE Chief Deputy *Steve Fresquez*

RE: INTRODUCTION AND POSSIBLE ACTION ON RESOLUTION NO. 2017- _____, A RESOLUTION DESIGNATING THE POLLING PLACES OF EACH PRECINCT IN SANTA FE COUNTY, NEW MEXICO, AND CONSOLIDATING PRECINCTS.

ISSUE:

On the agenda for your consideration: Pursuant to NMSA 1978, Section 1-3-2, NMSA, not later than the first Monday in November of each odd-numbered year, the Board of County Commissioners shall, by resolution designate the polling place for each precinct in the county.

The resolution designating polling places may also consolidate precincts. The County Clerk recommends that all precincts be consolidated for the 2018 Primary and General Elections.

The prerequisites for consolidation, as stated in the resolution, have been met. Pursuant to NMSA 1978, 1-3-4(d), if precincts are consolidated every polling place for the 2018 election cycle shall be a voting convenience center. This means that any Santa Fe County qualified registered elector may vote at any polling place/voting convenience center on Election Day, regardless of the precinct in which the qualified registered elector resides. In other words, a voter does not have to vote at a polling place/voting convenience center located within the voter's consolidated precinct on Election Day but, rather, can vote at any polling place/voting convenience center.

Finally, the County Clerk recommends that two consolidated precincts have two polling places/voting convenience centers, for the convenience of the voters and to provide accessibility to the polling place.

REQUEST ACTION:

Santa Fe County Clerk Geraldine Salazar respectfully requests that the Board of County Commissioners support this agenda item and approve the resolution.

REVISED III. 15. 1

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

RESOLUTION NO. 2017 – _____

**A RESOLUTION
DESIGNATING THE POLLING PLACES OF EACH PRECINCT IN SANTA FE
COUNTY, NEW MEXICO, AND CONSOLIDATING PRECINCTS.**

WHEREAS, Section 1-3-2 NMSA 1978 requires that, by no later than the first Monday in November of each odd-numbered year, the Board of County Commissioners (Board) of Santa Fe County (County) by resolution must designate the polling place of each precinct in the County and (ii) consolidate any precincts pursuant to NMSA 1978, Section 1-3-4; and

WHEREAS, in order make voting more convenient and accessible to voters, the Board wishes to consolidate precincts pursuant to NMSA 1978, Section 1-3-2(A)(4) and 1-3-4, as set forth herein;

WHEREAS, the Board finds that each polling place designated in this resolution complies with the provisions of NMSA 1978, Section 1-3-7, titled Polling Places; and

WHEREAS, the Board finds that those precincts that are consolidated to create Voting Convenience Centers meet the requirements of NMSA 1978, Sections 1-3-4 and 1-3-7, will be available to voters of any precinct in the county to cast a vote at the Voting Convenience Center, will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays for voters in the voting process, shall have a broadband internet connection and real-time access to the state-wide voter registration electronic management system, and are centrally located within the consolidated precinct; and

WHEREAS, for those consolidated precincts with two polling places, the Board finds that the interest of the convenience of the voters and providing accessibility to the polling place justifies the creation of additional polling places within the consolidated precinct; and

WHEREAS, the Board finds that none of the consolidated precincts designated herein are composed of more than ten precincts; and

WHEREAS, the Board of County Commissioners finds that each polling place set forth herein provides individuals with physical mobility limitations an unobstructed access to at least one voting machine.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners as follows:

Section 1. Consolidation of Precincts. Precincts in Santa Fe County shall be consolidated as set forth hereafter in Section 2 of this Resolution, Designation of Polling Locations. Any voter may vote in any consolidated precinct in Santa Fe County, regardless of precinct in which the voter resides.

Section 2. Designation Polling Locations. The location and designation of each polling place for each consolidated precinct is set forth as follows:

Precincts Included in Consolidated Precinct	Polling Place(s)/Voting Convenience Center(s) Within Consolidated Precinct
1, 2, 3, 4, 58, 79	Tony E. Quintana Elementary 20 E Sombrillo Road Highway 106
5, 40	San Ildefonso Pueblo Visitor Center 74 Povi Kaa Drive
59, 60	Pojoaque Middle School 1797 State Road 502
23, 61, 87	Nambe Community Center 180 A State Road 503
6, 7, 8	Tesuque Pueblo Intergenerational Center 39 TP 804
10, 22, 28, 30	Montezuma Lodge 431 Paseo de Peralta
9, 36, 44, 47, 55	Atalaya Elementary 721 Camino Cabra
48, 57	Glorieta Pass Fire Station #2 366 Old Denver Hwy
11, 20, 21, 24, 25, 26, 27, 33	Gonzales Community School 851 W. Alameda Street
42, 43, 45, 46, 52, 53	St. John's Methodist Church 1200 Old Pecos Trail

31, 32, 34, 41	Salazar Elementary School 1231 Apache Avenue
35, 50, 51, 76, 77	Chaparral Elementary School 2451 Avenida Chaparral
37, 54, 81	Christian Life Church 121 Siringo Road
29, 38, 39, 49, 74, 78	Santa Fe County Fair Building 3229 Rodeo Road
64, 66, 67, 80, 82, 83, 90	El Camino Real Academy 2500 S Meadows Road
75, 86, 89	Nina Otero Community School 5901 Herrera Road
12, 62	La Cienega Community Center 136 Camino San Jose
14, 72, 88	Turquoise Trail Charter Elementary School 13 A San Marcos Loop St. Joseph's Parish Hall 2 E. Waldo Street
13, 68	Hondo Fire Station # 2 645 Old Las Vegas Hwy.
17, 63, 65, 69, 71	Max Coll Corridor Community Center 16 Avenida Torreon
16, 19	Stanley Cyclone Center 22 W. Kinsell Avenue
15, 18, 73, 84, 85	Edgewood Elementary School 171 State Road 344
56, 70	Amy Biehl Community School 301 Avenida del Sur

PASSED, APPROVED, AND ADOPTED THIS 31ST DAY OF OCTOBER,
2017.


THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By: _____
Henry P. Roybal, Chair

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Approved As To Form:



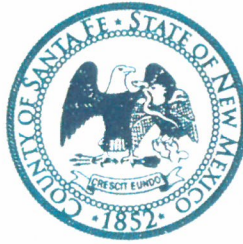
Gregory S. Shaffer, Santa Fe County Attorney

AMENDED AGENDA III. B.8

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 18, 2017*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Purchasing Manager*

VIA: *Katherine Miller, County Manager*
Michael Kelley, Public Works Director
Mark Hogan, Projects Division Director

ITEM AND ISSUE: BCC Meeting October 31, 2017

REQUEST APPROVAL OF CONSTRUCTION CONTRACT NO. 2017-0281-PW/KE BETWEEN SANTA FE COUNTY AND KIMO CONSTRUCTORS, INC. IN THE AMOUNT OF \$3,766,014.50, EXCLUSIVE OF GRT FOR THE CONSTRUCTION OF SECTION "A" OF THE SANTA FE RIVER GREENWAY AND TRAIL FROM FRENCHY'S FIELD TO SILER ROAD, ALLOWING THE COUNTY MANAGER TO COMPLETE CONTRACT TERMS, AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT AND PURCHASE ORDER. (PURCHASING/BILL TAYLOR, PROJECTS/MARK HOGAN)

SUMMARY:

The Purchasing Division and the Public Works Department are requesting County Manager signature approval on the KIMO Constructors, Inc. construction contract and purchase order in the amount of \$3,766,014.50 exclusive of GRT for the Construction of Section "A" of the Santa Fe River Greenway and Trail from Frenchy's Field to Siler Road Contract No. 2017-0281-PW/KE.

BACKGROUND:

On May 8, 2017, the Purchasing Division issued a Qualifications-Based Request for Proposal (RFP) # 2017-0281-PW/KE for the restoration of approximately 1 mile of the Santa Fe River to a more natural condition by the removal of unwanted debris, grading, boulder structure placements, and the planting of native willows, cottonwoods and grasses. A 10 foot wide, multi-modal concrete trail will also be constructed on the north side of the river for the entire length of the Project for a project budget total of \$3,849,971.10 excluding GRT

The County received three (3) proposals from the following Offerors:

8.8. III 404932 090444Δ

Meridian Contracting, Inc., Albuquerque, New Mexico
KIMO Constructors, Inc., Bosque Farms, New Mexico
RMCI General Contractors, Inc., Albuquerque, New Mexico

Meridian Contractors was ranked the most qualified Offeror with 853 point and an initial cost proposal of \$5,361,196.00 excluding GRT. After 2 months of negotiations and value engineering with the Offeror, an acceptable cost that met the project budget was not achieved with Meridian. The Best and Final Offer from Meridian was in the amount of \$4,429,994.00 excluding GRT and therefore negotiations were terminated.

The County entered into contract negotiations with the second ranked, qualified Offeror, KIMO Constructors. Their initial cost proposal was \$4,579,179 exclusive of GRT. After negotiations and value engineering, KIMO provided a proposal meeting the original intent of the RFP's Scope of Work and a bid of \$3,766,014.50 excluding GRT and Contingency that meets the County's budget.

ACTION REQUESTED:

The Purchasing Division and the Public Works Department are requesting BCC approval of Contract No. 2017-0281-PW/KE with KIMO Constructors, Inc. in the amount of \$3,766,014.50 excluding GRT for the construction of the Section "A" of the Santa Fe River Greenway and Trail from Frenchy's Field to Siler Road and request signature authority be granted for the County Manager to execute the Construction Contract with KIMO and the purchase order.