



OFFICE OF CIBOLA COUNTY CLERK

Michelle E. Dominguez

PO BOX 190

GRANTS, NM 87020

FACSIMILE TRANSMITTAL

TO:

Heidi

FROM:

Doreen Green

FAX:

1-313-660-1505

FAX:

505-285-2562

PHONE:

PHONE:

OF PAGES:

(Including cover sheet)

RE:

Contracts -

**U. S. Department of Justice
United States Marshals Service**

**Detention Services
Intergovernmental Agreement**


1. Agreement Number 51-11-0031		2. Effective Date See Block 19		3. Facility Code(s) 6T6		4. DUNS Number 05-444-2348	
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division 2604 Jefferson Davis Hwy Alexandria, VA 22301				6. Local Government Cibola County 114 McBride Rd, Suite A Grant, NM 87020 Tax ID#: 85-0291095			
7. Appropriation Data 15X1020				8. Local Contact Person Frank Salcido, Administrator			
				9. Tel: (505) 287-6942 Email: fsalcido@co.cibola.nm.us			
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.				11. Male 100 Female 5		12. \$50.13	
13. Optional Guard/Transportation Services to: <input checked="" type="checkbox"/> Medical Facility <input checked="" type="checkbox"/> U.S. Courthouse				14. Guard/Transportation Hourly Rate: \$18.00 Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.			
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 body governing the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i>				16. Signature of Person Authorized to Sign (Local) Signature _____ Edward J. Michael Print Name _____ Cibola County Commissioners Chairman Title _____ 7/5/11 Date			
17. Prisoner and 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 type="checkbox"/> BOP <input type="checkbox"/> ICE		19. Signature of Person Authorized to Sign (Federal) Signature _____ Mary Horsey Print Name _____ Grants Specialist Title _____ JUL - 5 2011 Date			



**U. S. Department of Justice
United States Marshals Service**

**Detention Services
Intergovernmental Agreement**

Continuation Signature Page

16. Signature of Person Authorized to Sign (Local)	
Signature	
Scott Vinson	
Print Name	
County Manager	
Title	Date 7-5-11
Signature of Person Authorized to Sign (Local)	
Signature	
Randolph M. Collins	
Print Name	
County Attorney	
Title	Date



201602267 Page 2 of 238: 024 P: 08598 11/23/2016 10:58 AM
 Elise Bro. Cibola County, NM Clerk and Recorder



Agreement Number 51-11-0031

Authority 3
 Purpose of Agreement and Security Provided..... 3
 Period of Performance 3
 Assignment and Outsourcing of Jail Operations 4
 Medical Services 4
 Receiving and Discharge of Federal Detainees 5
 Optional Guard/Transportation Services to Medical Facility 6
 Optional Guard/Transportation Services to U.S. Courthouse 6
 Special Notifications 7
 Prisoner Rape Elimination Act (PREA) 7
 Service Contract Act..... 7
 Per-Diem Rate 8
 Billing and Financial Provisions..... 8
 Payment Procedures..... 9
 Modifications and Disputes 9
 Inspection of Services..... 9
 Litigation 9
 Prisoner Rape Elimination Act Reporting Information 11

Agreement Number 51-11-0031

Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts 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 **Cibola County** (hereinafter referred to as the "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) to house federal detainees with the Local Government at the (hereinafter referred to as "the facility"). **Cibola County Detention Center**

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 Federal Performance-Based Detention Standards.

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

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than one-hundred twenty (120) calendar days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Page 3 of 11

Agreement Number 51-11-0031

Assignment and Outsourcing of Jail Operations

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 full range of medical care **inside** the detention facility. The level of care inside the facility should be the same 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 prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above-referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, 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 the medical care provider **not** the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All **outside** medical care provided to federal detainees must be pre-approved by the Federal Government. 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 detainees 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 USMS Inspection Guidelines, Form USM-218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical recordkeeping.

The facility shall have in place an adequate infectious disease control program which includes testing of all federal detainees for Tuberculosis (TB) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are used, they shall be read between 48 and 72 hours after placement.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the federal detainees

Agreement Number 51-11-0031

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 disease 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. When possible, generic medications should be prescribed. Medical records 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 prisoners.

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 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.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). 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 district United States Marshal (USM).

201602267 Page 6 of 238: 024 P: 00602 11/23/2016 10:58 AM
Elisa Bro, Cibola County, NM Clerk and Recorder

Agreement Number 51-11-0031

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 their 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. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

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 has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. 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. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

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 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 any U.S. Courthouse without a specific request from the USM who will provide the detainees 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.

Agreement Number 51-11-0031

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. 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 of a federal detainee, the Local Government shall immediately notify the Federal Government.

Prisoner Rape Elimination Act (PREA)

The facility is requested to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults. (See Page 11)

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: www.arnet.gov.

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.

Agreement Number 51-11-0031

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 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 **\$50.13**, and shall not be subject to adjustment on the basis of Cibola County actual cost experience in providing the service. **The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for thirty-six (36) months.** The per-diem rate covers the support of one (1) federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on the DSNetwork will be required before a new per-diem rate can 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 Boulevard, NW Suite 180
Albuquerque, NM 87102
(505) 346-6400**

Page 8 of 11



Agreement Number 51-11-0031

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.

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 on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

**Cibola County
114 McBride Rd., Suite A
Grants, NM 87020**

Modifications and Disputes

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.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both parties agree 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

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator to promote improvements to facility operations, conditions of confinement, and levels of services.

Litigation

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

Page 9 of 11

201602287 Page 10 of 238: 024 P: 08606 11/23/2016 10:55 AM
Ella Sro. Cibola County, NM Clerk and Recorder

Agreement Number 51-11-0031

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.

201602257 Page 11 of 238: 024 P: 08607 11/23/2018 10:58 AM
Elisa Bro, Cibola County, NM Clerk and Recorder



Prisoner Race 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 in

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 this 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

insensitive page
www.insensitive.com

Published February 2008



RECEIVED

2011 JUL 27 P 2:33

PRISONER OPERATIONS
DIVISION

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Two (2)	2. REQUEST FOR DETENTION SERVICES NO. 13-007	3. EFFECTIVE DATE OF MODIFICATION See Block 12B
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DETENTION OPERATIONS 2604 JEFFERSON DAVIS HIGHWAY ALEXANDRIA, VA 22301-1025	5. LOCAL GOVERNMENT Cibola County 114 McBride Rd., Suite A Grant, NM 87020	6. IGA NO. 51-11-0031
		7. FACILITY CODE(S) 6T6
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT N/A

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to add ICE. On Page 8 of 11, Billing and Financial Provisions, add the following address:

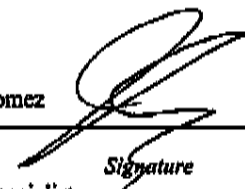
Immigration and Customs Enforcement
El Paso Field Office
1545 Hawkins Boulevard
El Paso, TX 79925
(915) 225-0885

11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO U.S. MARSHAL
---	--

12. APPROVAL

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
---------------------	-----------------------

<p>_____ Signature</p> <p>_____ TITLE</p> <p>_____ DATE</p>	<p>Jackie Gomez</p> <p> Signature</p> <p>Grants Specialist</p> <p>OCT 26 2012</p> <p>_____ TITLE</p> <p>_____ DATE</p>
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USMS HQ USE ONLY

Page 1 of 1

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 51-11-0031	2. Effective Date January 1, 2015	3. Facility Code(s) 6T6	4. PREA-ACA Modification <i>3</i>	5. DUNS No. N/A
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CS-3, 5 th Floor Washington, DC 20530-1000		7. Local Government Cibola County Detention Center 114 McBride Rd, Suite A Grant, NM 87020		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$50.13	10. Guard/Transportation Hourly Rate \$18.00		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>THE PURPOSE OF THIS MODIFICATION IS TO ADD THE PRISON RAPE ELIMINATION ACT (PREA) AND THE AFFORDABLE CARE ACT TO THE CURRENT IGA (SEE PAGE 2-4).</p> <p>The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. (See Attachment) The Facility must abide by all relevant PREA regulations.</p> <p style="text-align: center;">NO OTHER TERMS OR CONDITIONS OF THIS AGREEMENT ARE AFFECTED.</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
<p>A. LOCAL GOVERNMENT</p> <p>_____ Signature</p> <p>_____ TITLE</p> <p>_____ DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p><i>Mary Hanson</i> Signature</p> <p>Grant Specialist TITLE</p> <p><i>1/13/15</i> DATE</p>		

Agreement Number: 51-11-0031

Page 2 of 4

Rape Elimination Act Reporting Information**SEXUAL ASSAULT AWARENESS**

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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 genitals, 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

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201602257 Page 18 of 298 024 P: 00612 11/23/2016 10:58 AM
Elise Bro. Cibola County, NM Clerk and Recorder

U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

Agreement Number 51-11-0031

Page 3 of 4

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

201602257 Page 17 of 238: 024 P: 08613 11/23/2016 10:58 AM
Elisa Bro. Cibola County, NM Clerk and Recorder

U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

Agreement Number:51-11-0031

Page 4 of 4

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/>.

201602257 Page 18 of 238: 024 P: 08614 11/23/2016 10:59 AM
Elisa Bro. Cibola County, NM Clerk and Recorder



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

Washington, DC 20530-1000

January 1, 2015

Bob Gallagher
Cibola County Manager
Cibola County Detention Center
114 McBride Rd, Suite A
Grant, New Mexico 87020

Dear Mr. Gallagher:

Attached is a modification to Intergovernmental Agreement # 51-11-0031. The purpose of this modification is to incorporate the Affordable Care Act and the Prison Rape Elimination Act language. If you have any questions, please contact Mary Horsey, Grants Specialists at 202-307-5103.

Sincerely,

Tiffani Eason
Chief of Agreements

Enclosure

cc: Conrad E. Candelaria
United States Marshal
District of New Mexico

Alex Ramos
Chief Deputy U.S. Marshal
District of New Mexico

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192115FEP00000806	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/DCR	CODE ICE/DCR	7. ADMINISTERED BY (if other than item 6) ICE/DCR	CODE ICE/DCR
ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536		ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No. street county, State and ZIP Code) COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526		9A. AMENDMENT OF SOLICITATION NO. 00	9B. DATED (SEE ITEM 11)
CODE 0544423480000	FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. 51-11-0031 HSCEDM-14-F-IG086	10B. DATED (SEE ITEM 13) 04/23/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
Net Decrease: -\$1,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 054442348
CONTACT INFORMATION
Field Office Point of Contact: Christina Padilla, 915-225-1781
Contracting Officer's Representative (COR): Tonya Sims, 915-225-1798
Contracting Officer: Gregory Anderson 202-732-2559

The purpose of this modification is to deobligate \$1,000.00 in excess funds from the Cibola County, NM Task Order HSCEDM-14-F-IG086.
Exempt Action: Y
Delivery: 30 Days After Award
Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tony M. Boyd County Manager	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gregory Anderson
15C. CONTRACTOR/OFFEROR Tony M. Boyd	15D. UNITED STATES OF AMERICA
15E. DATE SIGNED 9-15-2015	15F. DATE SIGNED

NM 7540-01-62-8070 Previous action unusable
STANDARD FORM 30 (REV. 10-85) Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 51-11-0031/HSCEDM-14-F-IG086/P00003	PAGE 2	OF 2
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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF Cibola

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Discount Terms: Net 30</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE 900 WASHINGTON DC 20536</p> <p>Accounting Info: ERODETN-000 BA 31-12-00-000 18-62-0400-40-00-00-00 GE-25-72-00- ----- 000000</p> <p>FOB: Destination Period of Performance: 05/01/2014 to 04/30/2015</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>DETAINEE HOUSING IN ACCORDANCE WITH USMS IGSA 51-11-0031. BED DAY RATE: \$50.13/DAY</p> <p>Deobligate \$1,000.00 from FFMS Item 1: MDL 1</p> <p>The funded amount for this CLIN has decreased: From: \$1,000.00 By: (\$1,000.00) To: \$0</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>The obligated amount of this Task Order has decreased: From: \$1,000.00 By: (\$1,000.00) To: \$0</p>				-1,000.00

201602257 Page 21 of 238 024 P: 08617 11/23/2016 10:58 AM
Elise Bro, Cibola County, NM Clerk and Recorder



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REG. NO. 192115FEP00000806	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (if other than Item 6) ICE/DCR	ICE/DCR	
ICE/DCR ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536		ICE/DCR ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (prev. street, county, state and ZIP Code) COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 1) 9C. MODIFICATION OF CONTRACT/ORDER NO. 51-11-0031 HSCEDM-14-F-IG086 9D. DATED (SEE ITEM 1) 04/23/2014	
CODE 0544423480000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 18, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
Net Decrease: -\$1,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
X Unilateral Modification

14. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 054442348
CONTACT INFORMATION
Field Office Point of Contact: Christina Padilla, 915-225-1781
Contracting Officer's Representative (COR): Tonya Sims, 915-225-1798
Contracting Officer: Gregory Anderson 202-732-2559

The purpose of this modification is to deobligate \$1,000.00 in excess funds from the Cibola County, NM Task Order HSCEDM-14-F-IG086. Two (2) attempts were made on 09/02/2015 and 09/09/2015 to obtain a Cibola County bilateral signature on this modification via email, however, no responses were received from the county and the Government is therefore Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gregory Anderson
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
15D. UNITED STATES OF AMERICA	15E. DATE SIGNED 9/14/2015

N8N 7540-01-153-8070 Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	51-11-0031/HSCEDM-14-F-IG086/P00003	2	2

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

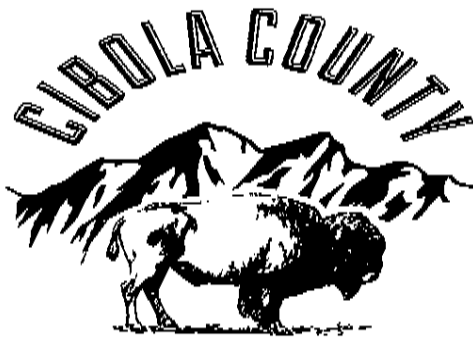
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>exercising this modification unilaterally. Exempt Action: Y Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE 900 WASHINGTON DC 20536</p> <p>Accounting Info: ERODETN-000 BA 31-12-00-000 18-62-0400-40-00-00-00 GE-25-72-00- ----- 000000 FOB: Destination Period of Performance: 05/01/2014 to 04/30/2015</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>DETAINEE HOUSING IN ACCORDANCE WITH USMS IGSA 51-11-0031. BED DAY RATE: \$50.13/DAY</p> <p>Deobligate \$1,000.00 from FFMS Item 1: MDL 1</p> <p>The funded amount for this CLIN has decreased: From: \$1,000.00 By: (\$1,000.00) To: \$0 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>The obligated amount of this Task Order has decreased: From: \$1,000.00 By: (\$1,000.00) To: \$0</p>				-1,000.00

HBN 7846-01-100-1007

201602267 Page 23 of 238: 024 P: 08619 11/23/2016 10:58 AM
Elisa Bro. Cibola County, NM Clerk and Recorder



OPTIONAL FORM 350 (4-85)
Sponsored by GSA
FAR 101.0191 B3,110



OFFICE OF CIBOLA COUNTY CLERK

Michelle E. Dominguez

PO BOX 190

GRANTS, NM 87020

FACSIMILE TRANSMITTAL

TO:

Heidi

FROM:

Doreen Green

FAX:

1-313-660-1505

FAX:

505-285-2562

PHONE:

PHONE:

OF
PAGES:

(Including cover sheet)

RE:

Contracts -

**Agreement between
Cibola County, New Mexico
and
Corrections Corporation of America**

THIS Agreement is made and entered into by and between Cibola County (the County), a political subdivision of the State of New Mexico and Corrections Corporation of America (CCA), a Maryland corporation with its principal offices located at 10 Burton Hills Boulevard, Nashville, Tennessee 37215.

WHEREAS, the County intends to enter into an Intergovernmental Service Agreement (IGSA) with the United States Immigration and Customs Enforcement (ICE), a copy of which is attached hereto as Exhibit A;

WHEREAS, CCA owns the Cibola County Correctional Center in Milan, New Mexico (Facility) and desires to house federal inmates at the Facility pursuant to the IGSA;

WHEREAS, the County desires CCA to house federal inmates at the Facility pursuant to the IGSA; and

WHEREAS, the County will benefit from CCA's housing of the government's inmates at the Facility through the creation of jobs and the payment of applicable property taxes.

WHEREAS, this Management Agreement is subject to NMSA 1978, Section 13-1-98(M).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, CCA and the County hereby agree as follows:

1. The County shall enter into the IGSA with ICE, and the County may enter other/additional IGSA's for services to be provided at the Facility, subject to CCA's advance written approval.
2. The County shall place federal inmates at the Facility as directed by the applicable federal entity pursuant to the attached IGSA.
3. For every federal inmate accepted into custody at the Facility, CCA shall provide services in compliance with the terms of the applicable IGSA, which shall be appended to and incorporated into this Agreement.
4. The County will not amend or otherwise change the terms of the IGSA without the advance written approval of CCA. CCA is not obligated to house inmates at the Facility if the IGSA is changed without its written approval.

5. Should CCA desire to seek an increase in per diem from the federal government under the IGSA, CCA shall provide all documentation necessary and appropriate to that effort, and the County shall provide all necessary and reasonable cooperation in the pursuit of the increase. Any such increase in per diem rests in the sole discretion of the federal government.
6. CCA 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 from the performance of the specific duties outlined in this Agreement. Nothing herein shall be construed to require CCA to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from any Habeas Corpus action or other action challenging the validity of a conviction or sentence.
7. The County shall pay CCA all funds received pursuant to the IGSA within 10 working days of the County's receipt of the funds from the government, less an administrative fee of \$0.50 per day per inmate. CCA agrees to submit the necessary documentation for payment as set forth in the IGSA. The County will not be responsible for payment of funds owed but not rendered by the federal government.
8. The term of this Agreement shall commence on date of the last signature and run concurrent with the term of the IGSA unless otherwise terminated as provided herein.
9. Either party may terminate this Agreement for convenience on sixty (60) days written notice to the other party.
10. The failure of performance of any of the terms and conditions of the Agreement resulting from causes beyond the control and without fault or negligence of the parties, including but not limited to acts of God, war, civil insurrection or riot, shall not be a breach.
11. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person or entity, including but not limited to, inmates held pursuant to the IGSA.
12. This Agreement shall be interpreted under the laws of the State of New Mexico. Venue shall be in the 13th Judicial District Court, County of Cibola. Neither party shall be responsible for the attorneys' fees of the other.
13. This Agreement shall not be altered, changed or amended except in writing

signed by both parties.

14. This Agreement incorporates all the agreements, covenants and understandings between the parties. No prior contract or understandings, verbal or otherwise, of the parties and/or their agents shall be valid or enforceable unless embodied in this Agreement.
15. 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.
16. 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.
17. The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
18.
 - a. **Conflict of Interest/Governmental Conduct Act.** 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:

- i. 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;
- ii. 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; or (iv) if the Contractor is a public officer or employee of the County, 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(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
19. 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.
20. No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
21. All notices sent pursuant to this Agreement shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

County: Tony Boyd, County Manager
700 E. Roosevelt Ave. Suite 50
Grants, NM 87020

CCA: Scott Irwin
General Counsel
Corrections Corporation of America
10 Burton Hills Boulevard Nashville, TN 37215
Fax number: 615-263-3020

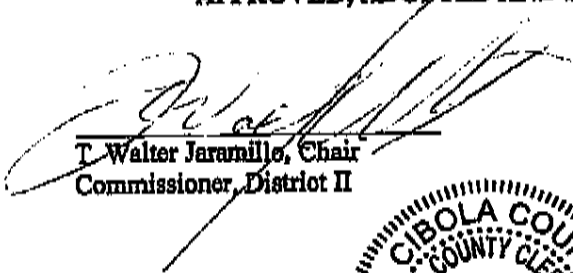
and

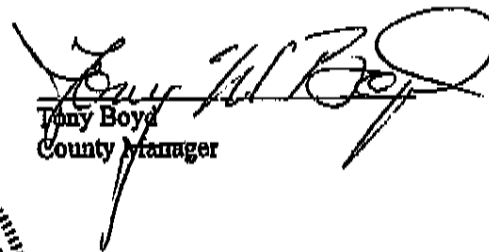
Warden
Cibola County Correctional Facility
2000 Cibola Loop
Milan, New Mexico 87021
Fax number: 630-792-5636

23. No waiver of any breach of the terms or conditions of this Agreement shall be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing signed by the party charged.

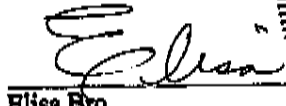
BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 26th day of October, 2016.


T. Walter Jaramillo, Chair
Commissioner, District II

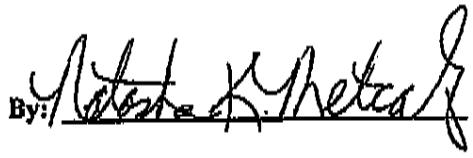

Tony Boyd
County Manager

Attest:


Elisa Bro
Cibola County Clerk



CORRECTIONS CORPORATION OF AMERICA

By: 

Date: 10/28/16

10/27/2016 08:49

(FAX)15052855434

P.003/004

Dept. of Finance and Administration/Local Government Division

Signature: Michael Manion for Rick Lopez
 Title: Deputy Director ~~Director~~
 Date: 10/27/16 (23)

10/27/2016 00:30

10/27/2016 00:30

10/27/2016 00:30

New Mexico Attorney General/Authorized Representative

Signature: Jania Maestas
Title: Deputy Attorney General
Date: Oct. 28, 2016

10/27/2016 08:49

(FAX)15052855434

P.004/004

Risk Management Division
Dept. of General Services

Signature: *[Handwritten Signature]*

Title: Risk Management Litigation Bureau Chief

Date: October 28, 2016



NEW MEXICO • EST. 1901

OFFICE OF CIBOLA COUNTY CLERK

Michelle E. Dominguez

PO BOX 190

GRANTS, NM 87020

FACSIMILE TRANSMITTAL

TO:

Heidi

FROM:

Doreen Green

FAX:

1-312-660-1505

FAX:

505-285-2562

PHONE:

PHONE:

OF
PAGES:

(Including cover sheet)

RE:

Contracts -

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR	ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 930 WASHINGTON DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (Incl. street, county, State and ZIP Code) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NH 870202526		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0544423480000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HROIGSA-17-0003	10B. DATED (SEE ITEM 15) 10/28/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/> ONE-SIDE	A. THE CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation code, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.105(a).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OR
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Bilateral Modification

14. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 054442348
Program PO: Bernadette Davis 915-856-5513
COR: Tonya Sims 915-856-5540
ALT COR: Todd Mitchell 915-856-5539

OAQ POC:
Contracting Officer: William Quigley 202-732-2120
Contract Specialist: Arnold Casterline 202-732-2394
Warden: Brian Koehn 520-483-7717



Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Jack Molera</i>	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William Quigley
15B. CONTRACTOR/OFFICER <i>(Signature of person authorized to sign)</i>	15B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	15C. DATE SIGNED 11/10/17

NSN 7540-01-182-8070 Previous edition unusable
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FPMR (41 CFR) 101-11.6

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EROIGSA-17-0003/P00001	2	5

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification to the IGSA for the Cibola County Correctional Center located in Milan New Mexico is to capture the agreement for additional medical staff and add transportation services in support of the Cibola County Correctional Center. The increase in medical staff has resulted in changes to CLINs 0001,0002, and 0003. The Transportation Services have been added as CLINs 0004 Fixed routes and 0005 On Demand Transportation.</p> <p>Cibola County hereby agrees to:</p> <ol style="list-style-type: none"> 1) staff medical positions as per the attached Medical Staffing Plan (Attachment 7-M); 2) provide detainees with access to a language line that offers trained interpreters over the phone and/or via video remote, including instant access to interpreters who speak Spanish and Haitian Creole; 3) Cibola County must hire interpreters, with at least one Spanish language interpreter and at least one Haitian Creole language interpreter to provide interpreter services at the medical clinic and, when available, at other facility locations. 4) On demand Transportation in support of the Cibola County Correctional Center may only be performed at the direction of the COR, ALT COR and/or the Contracting Officer. <p>ICE hereby agrees to:</p> <ol style="list-style-type: none"> 1) place no more than 500 detainees in the facility until sufficient medical staff (as determined by ICE Health Service Corps (IHSC)) has been hired and cleared, and the Mental Health Unit (MHU) will not be operational until sufficient medical staff (as determined by ICE Health Service Corps (IHSC)) has been hired and cleared. The detainee population will be allowed to incrementally increase as the number of cleared staff increases towards full medical staff (57 FTEs), as determined by IHSC; 2) limit new intakes to 250 per week; 3) detail a Detention Services Manager (DSM) to Cibola at least two weeks a month. <p>Furthermore, the El Paso Field Office Field Medical Coordinator (FMC) will conduct weekly calls with the Cibola Health Service Continued ...</p>				

FORM 7500-01-103-0007

OPTIONAL FORM 330 (4-88)
Sponsored by GSA
FAR (48 CFR) 63.702



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EROIGSA-17-0003/P00001	3	5

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Administrator to discuss any issues or concerns; ICE's inspection contractor will conduct a full PBNDS 2011 annual inspection of Cibola 90 days after the first detainee is admitted. The inspection will include a Quality of Medical Care (QMC) review by a registered nurse and medical subject matter expert (SME). IHSC will also conduct a site visit at Cibola within 6 weeks of detainees first arriving at the facility and then at least quarterly for the first year, to monitor the quality of care.</p> <p>Attachment 7-M: Medical Staffing Plan Attachment 7-T: Transportation Staffing Plan Exempt Action: Y Delivery Location Code: ICE-ERO DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-SPC-FAO-PIC Williston VT 05495-1620 USA</p> <p>Period of Performance: 10/28/2016 to 10/27/2021</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>Fixed Monthly Rate after ramp up for Detention Services 0- 847 detainees \$2,547,179.57 per month Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 11/01/2016</p>	60	MO	2,547,179.57	
	<p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>				
0002	<p>Bed Day rate 848 and above: \$55.43 Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 11/01/2016</p>	190925	EA	55.43	
	<p>Change Item 0003 to read as follows (amount shown Continued ...</p>				

MM 7548-01-103-007

OPTIONAL FORM NO. 306 (4-88)
Revised by GSA
FBI (43 CFR) 101.116



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EROIGSA-17-0003/P00001	4	5

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Is the obligated amount):				
0003	<p>Ramp up Bed Day Rate</p> <p>Ramp: Fixed rate for month 1: Initial four weeks(1 week at 250 beds, 3 weeks at 500 beds) = \$1,211,157.50</p> <p>Fixed rate for month 2: Four weeks (500 bed four weeks) = \$1,384,180.00</p> <p>ICE would pay a bed day rate of \$98.87 for any detainees over 500 within the first 60 days.</p> <p>The pricing for the ramp would start as soon as the first detainee was sent to Cibola. The fixed amounts represent the # of beds listed times the \$98.87 rate ICE was given by CoreCivic.</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 11/01/2016</p> <p>Add Item 0004 as follows:</p>				
0004	<p>Fixed Route Transportation</p> <p>Annually \$1,171,661.00 = \$97,638.41 monthly</p> <p>Fixed Routes in support of Cibola County Correctional Center:</p> <ol style="list-style-type: none"> \$1,171,661 fixed rate annually, \$97,638.41 Monthly fixed rate. <ul style="list-style-type: none"> Cibola to ABQ airport (round trip) 5 days a week. Cibola to ABQ Sub Office (round trip) 5 days per week. Cibola, Torrance, to ABQ Sub Office (round trip) 5 days per week. Medical and local court runs will be performed by CoreCivic. On Demand Routes that are requested on a repetitive basis can be added to the confirmed/fixed routes upon request. This action may require renegotiation of Annual rate. <p>Obligated Amount: \$0.00 Product/Service Code: S206 Continued ...</p>	60	MO	97,638.41	0.00

HEH 7540-01-102007

OPTIONAL FORM 336 (4-85)
Sponsored by GSA
FPMR (41 CFR) 101-11.6



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EROIGSA-17-0003/P00001	5	5
NAME OF OFFEROR OR CONTRACTOR			
COUNTY OF CIBOLA			

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0005 as follows:</p> <p>On Demand Transportation</p> <p>On demand transportation at a rate of \$6.23 per mile. There is a maximum mileage of 375,000 annually. 60 months mileage 1,875,000</p> <ol style="list-style-type: none"> \$6.23 per mile rate for On Demand Transportation. Lodging costs (MI&E) are included in the Mileage rate. All Requests for On Demand Transportation shall come from the COR, ALT COR , and/or the Contracting Officer. Any On Demand route ordered shall begin within (12) twelve hours of the request from the COR, ALT COR, and/or Contracting Officer. On Demand Routes include but are not limited to Destination identified: Sandoval Detention Center, Cibola County Sheriff, Metropolitan Detention Center, and Central New Mexico Correctional Facility. A looped route from Cibola to the Roswell Sub Office, then to Torrance (round trip) up to 5-days a week. Cibola to Florence route. It is expected the requirement will eventually be a daily fixed meet and greet. However, the location has not been determined at this time. Maximum allowable Mileage is 375,000 miles annually. CoreCivic will notify the Government when 75% of the 375,000 miles annually (281,250 miles) have been used so that renegotiation for any additional On Demand transportation can be achieved. <p>Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	1875000	MI	6.23	0.00

MM 7540-01-103-0007

OPTIONAL FORM 336 (4-88)
Specified by GSA
FAR #8 CFR 101.110





Cibola - Medical Staffing
1,100 ADP

Position	HISC Recommendation
HSA	1
LPN/LVN***	16
Mid-Level Provider (MLP)	6
Pharm Tech**	1
Dentist	1
Physician	2
RN***	16
CQ RN	1
Total FTE	57.00

11/23/2016

Transportation Staffing Plan
Cibola County Correctional Center

- **Confirmed Routes: 8 staff**
- **Unconfirmed Routes: Will be staffed by ICE Cleared Transportation Officers to meet the requirements.**
- **Totals: 8 staff**

Attachment 7-T

201700232 Page Tot78: 024 P: 09901 02/02/2017 03:48 PM
Michelle E. Dominguez, Cibola County, NM Clerk and Recorder
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100