

Santa Fe County
Adult Detention Facility

PREA REPORTING

This Intergovernmental Agreement is made and entered into by and between the Santa Fe County Adult Detention Facility, hereinafter referred to as the "SFADF", and the Valencia County Detention Center, hereinafter referred to as the "VCDC".

The Jail Rape Elimination Act, 42 USC 15601 (PREA), and implementing standards, require jails to provide a means for inmates to make claims of abuse. PREA standard 28 CFR 115.51(b) provides:

The agency shall also provide at least one way for inmates to report sexual abuse, sexual assault or sexual harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward inmate reports of sexual abuse, sexual assault, and sexual harassment to an agency office, allowing the inmate to remain anonymous upon request.

It is the purpose of this Agreement is to establish the process and protocols for reporting purposes pursuant to the PREA standard 28 CFR 115.51, whereby an inmate under the jurisdiction of an agency may contact a public entity or office that is not part of the agency to report sexual abuse, sexual assault, or sexual harassment.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth and incorporated herein. The work shall include:

1. Provide inmate with contact information for the other party.
2. Provide mailing materials to the inmate.
3. Reporting requirements by each party.

PERIOD OF PERFORMANCE

The term of this Agreement will be from the date of last signature by the parties hereto to June 1, 2024, unless terminated sooner.

PAYMENT

This is a non-financial Agreement. Neither party shall seek compensation for work performed under this Agreement.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect the work described herein. These records shall be subject to full access and the right of examination, inspection, review and audit by both parties, other personnel duly authorized by either party, and by such state and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party unless otherwise agreed. Requests for disclosure will be forwarded to the furnishing party. The receiving party will not disclose or make available this material to any third parties without giving notice to the furnishing party and giving it reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the responsible party are not erroneously disclosed to third parties. Each party shall be responsible to comply with its state laws and regulations regarding public access to public records.

INDEPENDENT CAPACITY

The employees or agents of each party shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or facility within 15 business days. If failure or violation is not corrected this Agreement may be terminated immediately by written notice of the aggrieved party to the other party.

GOVERNANCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. The Statement of Work of this Agreement; or
- c. Any other provisions of this Agreement, including materials incorporated by reference

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable by either party in whole or in part, without express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The listed below parties shall be responsible for and shall be the contact person for all communication and billings regarding the performance of this Agreement.

The PREA Coordinator for SFADF is:

Mandy Perez
maperez@santafecountynm.gov
(505)428-3863


The PREA Coordinator for VCDC is:

Brittany Marquez
brittany.marquez@co.valencia.nm.us
(505)565-8900


COUNTERPART SIGNATURES

This Agreement may be executed in one or more identical original counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept signature pages communicated or delivered by electronic means as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement.


KATHERINE MILLER
County Manager
Santa Fe County

10.4.19
Date

Approved as to form:

Rachel A. Brown
Interim County Attorney

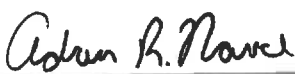
10-1-19
Date


Gary L.J. Giron
Finance Director

10/1/19
Date


DANNY MONETTE
County Manager
Valencia County

12/18/2019
Date


ADREN NANCE
County Attorney
Valencia County

18 December 2019
Date