

SANTA FE BOARD OF COUNTY COMMISSIONERS

COMMISSION CHAMBERS

COUNTY ADMINISTRATION BUILDING

1965796

SPECIAL MEETING

August 15, 2001 - 10:00 A.M.

Notice of Special Meeting & Agenda

Notice is hereby given that the Santa Fe Board of County Commissioners will hold a Special Meeting on Wednesday, August 15, 2001, at 10:00 a.m. in the Commission Chambers at the County Administration Building, 102 Grant Avenue, Santa Fe, New Mexico. The Special Meeting is to discuss the following items:

I. Call to Order

II. Roll Call

III. Approval of Agenda

IV. Consent Calendar

A. Resolution No. 2001 – A Resolution Requesting a Transfer from the General Fund (101)/Local DWI Program to the General Fund (101)/Sheriff Department to Budget Grant Revenue for Expenditure in Fiscal Year 2001 (Community, Health & Economic Development Department)

B. Resolution No. 2001 – A Resolution Requesting a Transfer from the General Fund (101)/Local DWI Program to the General Fund (101)/CHEDD Administration Department, DWI Screening Program, and Finance Department to Budget Grant Revenue for Expenditure in Fiscal Year 2001 (Community, Health & Economic Development Department)

C. Resolution No. 2001 – A Resolution Requesting a Transfer from the Housing Section 8 Funds (227/228) to the Housing Operations Fund (517) to Budget a Reduction of Subsidy Revenue in Fiscal Year 2001 (Community, Health & Economic Development Department)

V. Staff and Elected Officials Items:

A. Land Use Department

1. Request Authorization to Enter into a Lease Purchase Agreement with the Trust for Public Land to Purchase Thornton Ranch II for the County's Wildlife, Mountains, Trails and Historic Places Program

2. Request Authorization to Acquire the Following Real Property for the Wildlife, Mountains, Trails and Historic Places Program:

a. Thornton Ranch II - Located near the Galisteo Basin off County Road 42, Township 14 North, Range 9 East, Section 28

B. Matters from the County Attorney, Steven Kopelman**1. Executive Session**

- a. Discussion of Pending or Threatened Litigation
- b. Discussion of Possible Purchase, Acquisition or Disposal of Real Property or Water Rights

C. Matters from the County Manager, Samuel O. Montoya

1. Request Authorization to Enter into Operation, Management and Maintenance Agreement with Management & Training Corporation for the Santa Fe County Adult Detention Facility

VI. Public Hearings

- A. Request Authorization to Proceed with Negotiations for the County Open Lands and Trails Planning Advisory Committee (COLTPAC) Recommended Vista Grande Ranch Trail Corridor Project – Located at the Ortiz Mine Grant, Township 13 North, Range 8 East

VII. Adjournment

The County of Santa Fe makes every practical effort to assure that its meetings and programs are accessible to the physically challenged. Physically challenged individuals should contact Santa Fe County in advance to discuss any special needs (e.g., interpreters for the hearing impaired or readers for the sight impaired).

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SANTA FE
BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING

August 15, 2001

Paul Duran, Chairman
Paul Campos
Javier Gonzales
Jack Sullivan
Marcos Trujillo

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SANTA FE COUNTY
SPECIAL MEETING
BOARD OF COUNTY COMMISSIONERS

August 15, 2001

This regular meeting of the Santa Fe Board of County Commissioners was called to order at approximately 10:25 a.m. by Vice Chairman Marcos Trujillo, in the Santa Fe County Commission Chambers, Santa Fe, New Mexico.

Roll Call preceded the Pledge of Allegiance and indicated the presence of a quorum as follows:

Members Present:

Commissioner Paul Duran, Chairman [late arrival]
 Commissioner Marcos Trujillo
 Commissioner Javier Gonzales
 Commissioner Paul Campos
 Commissioner Jack Sullivan

Members Absent:

None

III. APPROVAL OF THE AGENDA

COMMISSIONER TRUJILLO: Sam, are there any changes to the agenda?

SAMUEL MONTOYA (County Manager): No changes, Mr. Chairman.

COMMISSIONER TRUJILLO: No changes. Okay, do I hear a motion to approve the agenda?

COMMISSIONER SULLIVAN: Move for approval.

COMMISSIONER TRUJILLO: Got a motion.

COMMISSIONER GONZALES: Second.

COMMISSIONER TRUJILLO: Seconded. All those in favor? [Unanimous] All those opposed? [Chairman Duran was not present for this action.] The ayes have it.

IV. CONSENT CALENDAR

- A. Resolution No. 2001-118. A resolution requesting a transfer from the general fund (101)/Local DWI program to the general fund (101)/Sheriff Department to budget grant revenue for expenditure in fiscal year 2001**
- B. Resolution No. 2001-119. A resolution requesting a transfer from the general fund (101)/Local DWI program to the general fund (101)/CHEDD Administration Department to budget grant revenue for expenditure in fiscal year 2001**
- C. Resolution No. 2001-120. A resolution requesting a transfer from the Housing Section 8 funds (227/228) to the Housing Operations fund (517) to budget a reduction of subsidy revenue in fiscal year 2001**

COMMISSIONER TRUJILLO: Do you want to read that into the record?

MR. MONTOYA: Mr. Chairman, either way. We can read it into the record or ask that the Commissioners approve the Consent Calendar unless they want to pull any specific item, Mr. Chairman.

COMMISSIONER TRUJILLO: Does the Commission want to isolate any item in the Consent Calendar. There are three items, A., B., and C.

COMMISSIONER SULLIVAN: Move for approval.

COMMISSIONER GONZALES: Second.

COMMISSIONER TRUJILLO: Got a motion, second. All those in favor?

[Unanimous] [Chairman Duran was not present for this action.]

BECKY BUSTAMANTE (County Clerk): Mr. Chairman, for the record, it's Resolution 2001-118, 119 and 120.

COMMISSIONER TRUJILLO: Thank you, Becky.

V. STAFF AND ELECTED OFFICIALS ITEMS

- A. Request authorization to enter into a lease purchase agreement with the Trust for Public Lands to purchase Thornton Ranch II for the County's Wildlife, Mountains, Trails and Historic Places program**

ALINA BOKDE (Planner): Mr. Chairman, Commissioners, on June 14, 2001, the Board of County Commissioners authorized staff to proceed with negotiations for the purchase of 656 acres within the Thornton Ranch. This property is adjacent to existing County open space of 780 acres that the County purchased in October, 2000. The Trust for Public Land has closed on the property with the Thornton family on August 7, 2001. The purchase that TPL has done and that the County will support through this lease purchase agreement if adopted has leveraged the opportunity for the Trust for Public Land to enter into a three-year purchase option of 5800 acres for conservation oriented development with the goal of protecting over 5000 acres of additional public open space and creating a north-south trail corridor that

will assist in the development of a primary trail system in accordance with the Open Land and Trails Plan.

Attached in your packets is the proposed lease purchase agreement with the Trust for Public Land. This agreement establishes the payment schedule for acquiring this property. Two payments are proposed. The first payment of \$1.4 million, on or before August 17, 2001, and a second payment of \$430,000 on or before December 31, 2001. The payment schedule is in accordance with available funding from the \$12 million bond and the anticipated issuance of the second \$8 million bond.

The lease purchase agreement will also allow the County to use the property for public use and access during the lease term, so starting on Friday with our first lease payment, the County then would be able to enter the property and use it for public access. Staff is requesting authorization to enter into the lease purchase agreement with the Trust for Public Land to purchase the Thornton Ranch property for \$1,830,000 with funds from the general obligation bonds that establish the County's Wildlife, Mountains, Trails and Historic Places program.

COMMISSIONER TRUJILLO: Thank you, Alina. Any questions of Alina?

COMMISSIONER GONZALES: Move for approval for discussion.

COMMISSIONER TRUJILLO: Got approval for discussion.

COMMISSIONER CAMPOS: Second.

COMMISSIONER TRUJILLO: Second.

COMMISSIONER GONZALES: Just briefly, Alina, and my thanks to the COLTPAC members for working through this issue. I know it's caused everyone to become very innovative and creative in how we try and acquire these lands for public use. But one of the concerns that I had last year prior to going into the second round of bonds was COLTPAC coming up with some type of management schedule or management solution to how we'll actually begin to prepare the properties and be able to use the properties for public use. I'm just wondering what the status is of that, because we continue to be—we're doing our job. We're acquiring thousands of acres but I haven't seen anything come forward that says here's a plan to actually manage the properties so that the public could use it.

MS. BOKDE: Mr. Chairman, Commissioner Gonzales, very good question. Staff has been working with a number of partners on management of properties and I would be happy to come back, maybe at the end of next month, with a presentation to the Board on where we are with the management. We have, on a number of properties we have partners that are currently managing the properties with the County, or the County is developing a process right now to engage the community in development of the plans.

The County is working right now with a technical advisory committee that has been visiting all of the sites to come up with initial recommendations on management and operation and maintenance costs for each of the properties. The committee is actually meeting this Friday and we're going to be finalizing all their recommendations for the various properties, and then that will be the stepping stone to enter into a dialogue with other partnering agencies and community organizations.

COMMISSIONER GONZALES: Great. I know because we're busy I

wouldn't ask you to necessarily do that at this point. I think my message is more directed to the COLTPAC members and this tech advisory committee that while I really appreciate the work that they're doing, one of the things that I did ask last year of the COLTPAC Committee is that they become very serious about coming forward with management solutions and it sounds to me like that's happening. I think that's great. At the time that it's completed is when I would suggest that you come back possibly before the Board to present those options, but I would hope that that's sooner than later. Because I'm actually anxious to use the properties as well, but I know that there are issues of liability and preparation and we don't want the public going on the properties if they're not suitable or ready to be able to prevent any type of harm or injury.

But if we're getting ready to go into the school system and one of the goals of all these properties was to create educational opportunities for our school children, and I just want to make sure that the taxpayers have stepped up to the plate. They've spent the money. I think we need to be obligated in making sure we step up to the plate and make the properties available for them.

MS. BOKDE: Mr. Chairman, Commissioner Gonzales, just two more points of information. At the last COLTPAC meeting, the committee has divided themselves into sub-committees to address issues now that we've finished kind of this last round of acquisition. They've recommended that we wait another year before the County considers another set of applications for acquisition, and they want to spend this year really working on a lot of these issues, such as management, looking at matching funds, looking at the acquisition process and how can that be better improved to benefit both the County and the applicant. So the committee is recognizing this need and really moving in that direction.

And then the second point of information is that on a number of properties we've been working with, I anticipate that we'll be bringing management plans forward for the Board's approval in the next six months, at least three to four of them. So I'm hoping that this next year will really be time where we can concentrate more on the management of these properties.

COMMISSIONER GONZALES: And I appreciate the fact that you're looking for the matching funds because that is something we committed to the public as well that if they approved this bond issue that we would go out and try and get Land and Water Conservation monies and other monies that might be available and I would hope that we'd follow through on that commitment as well. Thank you.

COMMISSIONER TRUJILLO: Alina, in the interim, we purchased some land in Chimayo. That's a pretty fertile piece of land. The grass is getting pretty high and before you know it, between now and October it will dry up and it will cause some health and safety issues, regarding fire and that. How are we going to take care of that? Is somebody going to cut the grass? Are we going to let the community graze some animals or what's going to happen in that area?

[Chairman Duran joins the proceedings at this point.]

MS. BOKDE: Mr. Chairman, in reference to the property in Chimayo that hopefully the County will be closing on next month and staff will be coming forward with

authorization to close on that property, when that application came before both COLTPAC and the Board, the landowner of the property, Esperanza Vigil, expressed a desire to help the County assist in the maintenance of that property through a lease contract or a lease agreement with the County. So at this point staff is reviewing a lease agreement with Ms. Vigil to look at the possibility and COLTPAC as well and that will come before the Board to look at the possibility of maintaining that property, the acequias that run through it, making sure that the cattle grazing continues at a level that is sustainable and suitable for that land.

And this lease option that we're looking at would be up to five years with the landowner. So these items will come before the Board, but because that property specifically, as you said, has more demand for maintenance, we're looking at a lease option with the landowner who has been on the property and would like to continue to help with the County in terms of maintaining that property.

COMMISSIONER TRUJILLO: Thank you. Any further discussion?
Commissioner Sullivan.

COMMISSIONER SULLIVAN: Alina, I'd like to reiterate the importance of investigating the matching funds. We've talked about that before so if you could include in your presentation next month what concrete steps you've taken and recommendations that you have because I sense that nothing's free and if we need to do grant writing, there's going to be an expense to that unless we have volunteers who can do it, but regardless of whether it's by volunteer or by someone being paid to do it, we need a plan of what we're going to do, where we're going in terms of grant applications, where, what we're trying to achieve through those applications in terms of an overall plan.

So if you could encourage that sub-committee that's working on that particular issue to come up with a report by next, by the end of September or in time for the end of September's meeting, I think that would be very useful.

MS. BOKDE: Mr. Chairman, Commissioner Sullivan, I fully agree. Yesterday, in fact, I did speak to the federal lobbyist that the County has under contract and there are a number of things that we're going to be moving on fairly quickly now that properties like the Thornton Ranch and some others that the Board has approved staff to move forward with meet certain criteria, they're going to be working with us to try to access some of the Land and Water Conservation funds. And also County staff has been—recently, we've been invited and are attending a meeting, a coalition group that has developed around land and water conservation funding and the CARA funding, and that's called Keep New Mexico Enchanting.

So this group has come together with federal agencies, state agencies, the County, non-profit organizations, and we're all looking at what the criteria is going to be that will establish the distribution for funding for matching grants and how do we best support the state's efforts, because they're the ones who are going to be distributing these funds. How can we support their effort to meet the requirements in order to access these federal funds. So I think things are—now that there's been a commitment at the federal level to fund programs such as acquisition of open space, I think there's a lot of activity building around how do we then take

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those next steps.

So I would be happy to work with COLTPAC and bring a report to the Board as to what we've done so far, where we are and a plan of action on how we can get some of these funds.

COMMISSIONER TRUJILLO: Any further discussion? If not, we've got a motion and a second. All those in favor? [Unanimous] Opposed? The ayes have it. Let the record show that Chairman Paul Duran has attended the meeting. Take over, sir.

CHAIRMAN DURAN: All right. You guys have been here all night, huh?

- V. A. 2. **Request authorization to acquire the following real property for the Wildlife, Mountains, Trails and Historic Places Program**
a. **Thornton Ranch II – Located near the Galisteo Basin off County Road 42, Township 14 North, Range 9 East, Section 28**

MS. BOKDE: Mr. Chairman, Commissioners, with the approval of the lease purchase agreement, this second item basically addresses how we'll make those payments with the lease purchase agreement to TPL and the funds, we're basically requesting authorization to use bond monies to pay \$1,830,000 with funds from the general obligation bonds. So this is a request to receive authorization from the Board to use these funds for the purchase of Thornton Ranch. Again, this property is 656 acres. The appraisal, as of July 3, 2001 came out at \$2.1 million and the purchase price is \$1.83 million, and this does include the five percent contribution to the operation and maintenance fund that will come back to the County.

CHAIRMAN DURAN: Any questions of Alina?

COMMISSIONER GONZALES: Move for approval.

COMMISSIONER TRUJILLO: Second, Mr. Chairman.

CHAIRMAN DURAN: There's a motion and a second. Any further discussion? I just have one. Steve, you've reviewed this contract, the lease purchase, and it complies with all requirements?

STEVE KOPELMAN (County Attorney): Mr. Chairman, our office has reviewed it and has signed off on it. That's correct, yes.

CHAIRMAN DURAN: Okay. Those in favor signify by saying "aye."
[Unanimous] Opposed? Motion carries.

- V. B. **Matters from the County Attorney**

CHAIRMAN DURAN: We're going to skip over Matters from the County Attorney and move to item C.

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V. C. Matters from the County Manager

1. **Request authorization to enter into operation, management and maintenance agreement with Management & Training Corporation for the Santa Fe County Adult Detention Facility**

MR. MONTROYA: Mr. Chairman, members of the Board, good morning. Mr. Chairman, we come before you today to bring a contract instrument that staff has been working on for approximately eleven months. We specifically address today the management and operations of the Adult Facility for Santa Fe County. Mr. Chairman, just to give a quick preface on the issue, going back to the 11-month calendar that I mentioned earlier, back around September, October of 2000, the County prepared and let a request for proposals for any interested vendor to manage and operate not only the Adult Facility but also the Juvenile Facility, Mr. Chairman.

By the close of the date for the RFP, three specific vendors had proposed to the County to manage and operate the respective facilities. Mr. Chairman, we then established a screening committee that was comprised of County staff and a district judge, the County Sheriff and a City Councilor. Mr. Chairman, the intent of the screening committee was to look at the proposals and rank and rate them and then submit those rankings and ratings back to the County staff for negotiating and also for communicating back to the Board that the vendors were qualified and ask your concurrence to begin the negotiating process.

Mr. Chairman, the company that was ranked first was Management and Training Corporation of Utah. Mr. Chairman, we began then to negotiate with the company to attempt to construct an instrument, a contractual instrument that could be brought to you today for your review. Mr. Chairman, before we actually go to the instrument and begin to talk about the specific components, I want to take this opportunity to thank the members of the County staff that have worked on this proposal. I want to thank Mr. Kopelman, Ms. Miller, Mr. Flores from the purchasing section. I also wanted to thank Sheriff Sisneros for helping us construct the contract instrument.

Mr. Chairman, we do have some representatives of MTC here today. We have Mr. Lane McCotter, who is the director of business development and also Mr. Hall Youngblood, who is counsel for MTC. If I could ask them to stand. These gentlemen are here, Mr. Chairman, to answer any questions as we begin to look at the contract instrument at that time.

Mr. Chairman, I want to tell you a little bit about MTC before we begin to discuss the instrument. MTC, Mr. Chairman, has 14 contracts around the country, in Texas, Arizona, New Mexico, California, Ohio, Canada and Australia. It is the third largest private operator doing adult correctional facilities in the world. MTC in addition operates 23 job corps centers for the Department of Labor around the country. Mr. Chairman, MTC is a privately held company since about, has been in operation since the mid-sixties.

Mr. Chairman, in our attempt to construct this instrument before you today, we have learned from our previous experiences with our current contractor and have hopefully

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addressed all of the particular issues that I believe are important to Santa Fe County and the operations of not only the adult but the juvenile facility. Mr. Chairman, at a glance, I want to explain to you the content of the contract and I also would defer to Mr. Kopelman and to Ms. Miller at the appropriate time should there be any specific questions and then also allow for any direct questioning from the Commission to the MTC representatives.

But I want to point out that the contract in general, Mr. Chairman, provides for a continuation of a public-private relationship between Santa Fe County and a private vendor. In this case we are recommending Management and Training Corporation of Utah. It provides for a three-year contract term. The contract value over a three-year period is estimated at \$27 million, Mr. Chairman. The inmate per diem that is set in the contract over this three-year period is as follows: The first year, the inmate per diem will be \$39 per prisoner-day; the second year will be \$40 per prisoner-day and the third year will be \$41 per prisoner-day.

Mr. Chairman, the contract provides that the operator shall manage the facility in accordance with ACA standards, which are the national correctional standards in this country, the American Corrections Association standards. Emphasis is also placed, Mr. Chairman, on comprehensive educational programs to the inmates, for the inmates, and also a strong focus on reintegration back into the community. Mr. Chairman, I also wanted to point out that this contract has a very important feature in it, that it that it provides for outreach to the community. There is a certain section in the contract on page 27 that talks about community relations and also incorporates the resolution that the County Commission passed earlier on dealing with an advisory committee and recommendations that might come up from those individuals.

CHAIRMAN DURAN: Did you say page 27, Sam? I'm sorry.

MR. MONTOYA: Yes, Mr. Chairman. On page 27, the community relations program is identified on that particular page. Also, Mr. Chairman—

CHAIRMAN DURAN: It's not on page 27.

MR. MONTOYA: I'm sorry it's on—the contract it has the new tabs, Mr. Chairman. I was going to explain to the Commission, I might as well do that at this point that the contract that you have on the bench is the current contract and it has been tabbed with blue tabs. These are some of the minor changes that have come up in the last 24 to 48 hours that have been incorporated into the instrument. We tabbed them so that at the appropriate time, we can go to each of those tabs and tell you about those minor changes.

CHAIRMAN DURAN: Has this contract been made available to the public?

MR. MONTOYA: Mr. Chairman, we have shared it with several individuals that have contacted us for review.

CHAIRMAN DURAN: Is there anyone out there that would like a copy of this right now? I think it's important since this is a public hearing that the people that came to participate have copies of it. How long will it take us to—

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MR. MONTOYA: Mr. Chairman, we are in the process of making copies for the members or any interested citizen.

CHAIRMAN DURAN: Thank you.

MR. MONTOYA: Mr. Chairman, the last issue I wanted to cover relative to the contract itself is that there is a half-million dollar performance bond in the body of the contract that would provide for our ability to draw on that performance bond should there be an issue relative to the ability to operate the facility, which we don't believe will occur or be necessary.

Mr. Chairman, I also wanted to point out that our staff contacted bond counsel, Hughes and Strumor, and asked them to make certain that the contract that was being drafted was not inconsistent with the bond indenture that is currently in place to basically pay this facility off. We have been notified by Tommy Hughes, who is one of the principals in the firm that there is no language that is in conflict with the bond indenture and that is not an issue or a problem. And I thought that it's important to mention that for the record in terms of our due diligence in our attempt to construct an instrument that is within the parameter of all legal questioning or review.

Mr. Chairman, I want to point out that one of the major issues that is before us here, not only is the contract before you, important that it be reviewed and discussed and hopefully adopted today, but there is the element of time. And the issue is that the current contract with Cornell Corrections, who is our current vendor, their contract expires on September 30, 2001. We are quickly approaching that date. We have approximately 45 days left in that calendar and it is important that should the Commission deem it appropriate to execute this contract today that the transition begin its process. The transition of incorporating the staffing pattern there, bringing over the third party commitments for not only health care but food service, all of these elements are important and I think there needs to be a certain level of confidence that that transition will be smooth and that there will not be many bumps in the road.

I have been consulting with the existing warden, sitting warden to make certain that both of these corporate entities talk to each other at the appropriate time based on your action today.

Mr. Chairman, I want now to allow the Commission to ask any specific questions. I want to defer to Mr. Kopelman for any comments or Ms. Miller if they have any at this time.

CHAIRMAN DURAN: Any questions of staff?

COMMISSIONER GONZALES: Questions as they relate to the contract?

COMMISSIONER SULLIVAN: Is this for the contract? Or general?

COMMISSIONER GONZALES: Because I just grabbed this contract now, so I'm not sure I'm prepared to ask any questions concerning it. Are you planning on going over it or—

MR. MONTOYA: Mr. Chairman, what I would like Mr. Kopelman to do and Ms. Miller to do is talk about the process of constructing a contract and then we'll go

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through the document article by article.

CHAIRMAN DURAN: This is going to take some time and I was wondering—there's one more case on the agenda, which I don't think is going to take a lot of time. How about if we set this aside and do the request for authorization, which is item VI. A. So they don't have to spend hours watching us go through this contract. Is that okay with everyone?

COMMISSIONER GONZALES: Yes. It will give us time to get the extra copies in for the public.

CHAIRMAN DURAN: Okay, so we're just going to move off this for a few minutes and go to the public hearing.

VI. PUBLIC HEARINGS

A. Request authorization to proceed with negotiations for the County Open Lands and Trails Planning Advisory Committee (COLTPAC) recommended Vista Grande Ranch trail corridor project located at the Ortiz Mine Grant, Township 13 North, Range 8 East

COMMISSIONER GONZALES: It's a simple authorization, Mr. Chairman, maybe I could just move for approval of that authorization to proceed forward. I'm familiar with this tract and that's a motion to move forward.

COMMISSIONER TRUJILLO: And it's a recommendation by the advisory committee, so I second that.

CHAIRMAN DURAN: Okay, just for the record, staff and COLTPAC are requesting approval to proceed with negotiations for the Vista Grande Ranch trail corridor project with the following conditions. And we'll just enter those conditions into the record. There are five of them.

[The conditions are as follows:]

1. \$600,000 cap on the open space acquisition and \$350,000 cap on the trails and associated campgrounds and parking areas. The \$350,000 would come from the \$2 million set aside that the Board approved for trail acquisition at the June 14, 2001 meeting.
2. The applicant will secure a trail connection to Gold Mine Road in the west and a viable road connection to County Road 55A in the east.
3. The trail alignment will be determined by the actual constructed location of the trail, and the width of the trail easement will be adjusted in consultation with the applicant to provide the most usable trail, grade and location without isolating property.
4. The attached map identifies the area of a private conservation easement that will be set aside by the applicant.
5. This project will return to COLTPAC for final approval and recommendation to the

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Board.

CHAIRMAN DURAN: So this is basically just to authorize them to go into negotiations and then bring it forward after they've done so. Are there any other questions? Those in favor signify by saying "aye." [Unanimous] Opposed? Motion carries.

Didn't want you to sit there all afternoon, Al. Okay, Sam, we'll go back to the contract now. Thank you.

V. C. Matters from the County Manager

2. Request authorization to enter into operation, management and maintenance agreement with Management & Training Corporation for the Santa Fe County Adult Detention Facility

MR. KOPELMAN: Mr. Chairman, members of the Commission, Katherine and I will go through the contract fairly quickly and summarize the different sections and then at any point that there are any questions we'll be happy to respond. The contract, on page 3 are the basic recitals, which are standard fare for a contract of this type and it just sets forth the fact that the County and MTC desire to contract with each other and the agreement is subject to the approval of the Attorney General's office, Risk Management Division of General Services, and also Local Government for the Department of Finance and Administration.

Article I sets forth the definitions that are used in the agreement, and I just point out real quickly, contract monitor is a very important component of this whole arrangement. The contract monitor is the person appointed by the Santa Fe County Manager that oversees MTC's compliance with this agreement. Also, I would point out sub-section N, which are operating standards, and these are the standards, and this is really the critical component of this contract. These are the standards to which the operator must adhere and as it indicates, not only federal, state, local laws, rules, codes and regulations and court orders, but also the operating standards include operations in accordance with applicable ACA standards.

As Sam pointed out, the ACA are the national standards for operation of detention facilities. So the operator will be obligated to comply and be in accordance with the ACA standards.

COMMISSIONER GONZALES: Steve, can I ask you a quick question on the jail administrator. It says that the MTC will be appointed the administrator. Is that with concurrence from the Manager and the Sheriff or one of the other?

MR. KOPELMAN: Mr. Chairman, Commissioner Gonzales, the contract, a later provision as we'll go through, it's under scope of services, I believe the Sheriff will have the right to approve the warden and then the second in command also.

COMMISSIONER GONZALES: Thank you.

MR. KOPELMAN: Article II are the basic standard representations and warranties that are generally required in all such agreements and they deal with the fact that

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MTC is appropriately incorporated, has the authority to enter into this contract. The transactions set forth in the contract won't violate any of their prior agreements or Articles of Incorporation, or their bylaws. There's no existing defaults under their contracts. They're not in violation of law. There's no pending or known litigation that in any way would impair or affect adversely their ability to enter into this agreement.

There's a disclosure provision that says that there's no material facts that impact their ability to perform this contract and they represent and warrant that they shall operate, maintain and manage the jail in accordance with all operating standards. Similarly, on page 7, subsection B, the County's representations and warranties, and again, the legal right to enter into this agreement, that the operation, management and maintenance of the facility is solely for public purpose and public use. We're in compliance with Open Meetings Act, etc. That's very standard procedures.

COMMISSIONER GONZALES: In the event any of these were to change, Steve, would that warrant for either the County or MTC the ability to discontinue the contract?

MR. KOPELMAN: Mr. Chairman, Commissioner Gonzales, that would constitute an event of default. And as we go through that later, that gives—both parties have a right to cure, but if they're not able to cure the default then that would be a basis to terminate.

COMMISSIONER GONZALES: Thank you.

MR. KOPELMAN: That's correct. Article III deals with scope of services and I guess Katherine and I will summarize this.

KATHERINE MILLER (Finance Director): Mr. Chairman, Commissioners, the first area dealt with staffing. This is based upon MTC's proposal for a relief factor and how they will staff the facility. This section requires them to maintain staffing at the levels that they propose. This staffing proposal was also reviewed by outside counsel and by the Sheriff and the County staff as to whether this was adequate staffing. So this section deals with security staffing specifically and it's an agreement that they will maintain a specific staffing level. That was a very critical issue for our facility.

COMMISSIONER CAMPOS: Ms. Miller, could you explain the 1.61, the relief, the second sentence? What does that mean?

MS. MILLER: A relief factor in a facility where there's 24-hour pulse and seven days a week, individuals need to take leave. There's sick leave, things like that. They need to have more than one FTE for that position, and that relief factor is that 1.61 for every position. There is .61 of an additional person to cover that for the time that somebody is on leave or absent from the facility, so that if someone is sick, there is somebody to cover that position.

COMMISSIONER CAMPOS: Does this meet the ACA standards? What if the ACA determined that this was a correct number?

MS. MILLER: Mr. Chairman, Commissioner Campos, the ACA standards do not have a specific number for a relief factor. It is all dependent on the facility and the type of inmate at the facility. So this is a professional judgement based upon the industry standards. You could say there's an interesting standard of 1.7 but that's based upon the level of security

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needed as well and 1.61 is considered adequate for our facility and the ACA standards require that they stay within a ten percent variance of that.

COMMISSIONER CAMPOS: Thank you.

COMMISSIONER GONZALES: Mr. Chairman.

CHAIRMAN DURAN: Commissioner.

COMMISSIONER GONZALES: Katherine, over the last three years or however long the facility has been built, what has been the staffing pattern that has taken place and I understand there are different methods of operation, but just give me an idea, based on the amount of population that we've had in the facility and guards to protect the inmates in the facility. What has been that staffing ratio?

MS. MILLER: The staffing ratio that Cornell has used has actually changed over the course of the current contract. They chose to go to a different type of staffing, about eight months ago, six, eight months ago, to actually increase the staffing there based upon their method of managing the facility. And that actually has about, I believe five more security personnel than MTC is proposing. But not more than—MTC's proposal is very similar to the way that Cornell had initially staffed the facility.

COMMISSIONER GONZALES: So maybe you can explain to me real quick, just so I understand. Because I've been out to the facility and I understand that we've got the pods and in these pods they were designed to minimize, or to create efficiency in staffing the facility. Basically, they were built to minimize the number of personnel in there. So how many people will actually be staffing these pods during the day. Or give me an idea of where we are now and where we're going to be going to.

MS. MILLER: Actually, it might be good for Lane to address this issue because they specifically know which posts that they are staffing that way. And they are probably much better at answering that question than I would be.

COMMISSIONER GONZALES: Great. And Mr. McCotter, I just want to understand—and thank you for being here. I just want to understand the layout as to how many guards you're going to have. I know we have in each pod there's like a central, if I remember correct, area to operate multiple pods and then you have roving guards, from what I understand, or from what I've seen in the past. How are you going to propose to actually staff these pods?

LANE MCCOTTER: Mr. Chairman, Commissioners, I do not have that staffing pattern in front of me. I apologize for that. I didn't know that question would come up. So I don't have specific numbers. I would tell you that all the housing units will be housed 24 hours a day, seven days a week in what we refer to in corrections as the direct supervision method. What that means is that we will have officers in contact with the inmates in those housing pods 24 hours a day. We will have roving officers, as you indicated, Commissioner Gonzales, that will rove from pod to pod, but we will have stationary people there.

In addition to that, we also have control rooms that oversee each of these, 24 hours a day, seven days a week. I can't give you specific numbers as we speak without the staffing pattern in front of me, but we designed that and our bid contained the numbers that were

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adequate, based on the design of the facility itself. Every facility is designed a little different way and we felt, with the architectural design that was there that we have staffed totally for direct supervision, 24 hours a day, seven days a week.

COMMISSIONER GONZALES: So how many inmates can potentially be in one pod that you're offering direct supervision in?

MR. MCCOTTER: I don't have the design in front of me, I'm sorry.

MS. MILLER: Mr. Chairman, Commissioner Gonzales, our facility is designed for 672 inmates and there are four housing units. They are staffed slightly differently based on the type of inmate as well.

COMMISSIONER GONZALES: Okay. Help me understand again, and I apologize for I may be using the incorrect words, but the actual units where the cells are located. Are those called pods?

MR. MCCOTTER: Pods. Housing pods.

COMMISSIONER GONZALES: So those are the rooms that you walk in and there are two stories and you have the cells that are on both sides.

MR. MCCOTTER: Yes, sir, and they're overseen by control room 24 hours a day.

COMMISSIONER GONZALES: Yes. One control room is seeing multiple pods, is that correct?

MR. MCCOTTER: Correct. But we have officers stationed in every pod and that's what direct supervision is.

COMMISSIONER GONZALES: Twenty-four hours a day, seven days a week, you'll have one officer situated there. Where in your staffing—I apologize, Mr. McCotter—but where in your staffing were you able to recognize the ability to decrease? If you're going to have a direct method of supervision and the actual number of guards are actually going to be less than what's currently in place, where did those positions come from?

MR. MCCOTTER: We did not know what the staffing pattern of any of our competitors were to include the competitor that's operating the facility at this point in time. We started with the basic design of the facility and all the requirements of the request for proposals, based on all the requirements, how many officers is it going to take to do what the request for proposals said, and that's what we based our staffing on.

COMMISSIONER GONZALES: Okay. I appreciate that. Help me understand your priority in staffing. So you'll go—you'll always have one individual in every pod. Is that right?

MR. MCCOTTER: At least one.

COMMISSIONER GONZALES: At least one individual, and then you'll always be staffing the---

MR. MCCOTTER: The control room.

COMMISSIONER GONZALES: The control room. So that we know, in terms of the care and the security of the inmates, those will always be in place.

MR. MCCOTTER: And we also have roving officers—

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COMMISSIONER GONZALES: And you have the roving officers—

MR. MCCOTTER: --that connect all the time.

COMMISSIONER GONZALES: Then over them, you'll have general supervisors or what have you.

MR. MCCOTTER: We'll have sergeants, lieutenants, deputy wardens.

COMMISSIONER GONZALES: So that might be the place where maybe there was some differences that occurred.

MR. MCCOTTER: Yes sir.

COMMISSIONER GONZALES: Okay. Thank you.

MS. MILLER: Mr. Chairman, Commissioner Gonzales, another issue on that staffing is that quite a bit of the staffing that MTC saved on over Cornell is in the administrative area.

COMMISSIONER GONZALES: Thank you.

MS. MILLER: Not in the security area.

COMMISSIONER GONZALES: I think it's important and I appreciate the fact that there's going to be at least one guard in every pod and one in the control room and one roving. I think that that just adds to more security and that's good.

MS. MILLER: Any more questions, Commissioners on the staffing area of the contract?

COMMISSIONER GONZALES: Can you just help me understand the provision that says that when a staff position is not staffed due to vacancy and has not been filled for a period of 30 consecutive days, that the MTC will remit back to the County the amount of the salary of the vacant position.

MS. MILLER: Mr. Chairman, Commissioner Gonzales, what that is is that if the facility, for instance, we don't have an inmate population that requires as much staffing, their budget and the per diem that is charged I this contract is made up of an annual budget and so many positions. And what MTC has agreed to do, is that if they don't fill a position and they're not using overtime to cover that post, that they will refund that portion of our per diem that is going to cover that position to the County, so that they will not profit from leaving a position open.

COMMISSIONER TRUJILLO: So what I understand the staffing plan is that this paradigm has been validated by the contractor in other facilities, probably, and there is some sort of prediction of success based on the model here.

MR. MCCOTTER: Yes sir, that is correct. We've been doing this for ten years [inaudible] the design of the facility and all the requirements in the request for proposals and then we design the facility staffing [inaudible]

COMMISSIONER TRUJILLO: Thank you.

MR. MCCOTTER: And I do have the staffing plan now before me. I apologize I didn't have it earlier.

COMMISSIONER GONZALES: I appreciate that. I'm okay with your answers, Mr. McCotter. Just a question on the vacant positions. Is there, what are the

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remedies? They just pay us and they go on? Or is there an issue that if this is a continuous, if there's a continuous vacancy that that could be considered a default? My concern is that maybe it's easier for them to pay, them or any other operator, to basically just pay rather than going through the process of having to train and to keep it filled and to—it might be cheaper to still manage their costs through this provision. Is there something that allows the County, if this is a continuous practice to ask them to remedy it, one, if they don't to find them in default. And again, this is for any operator that would be—

MR. KOPELMAN: Mr. Chairman, Commissioner Gonzales, this particular section needs to be read in concert with the entire contract and the provisions of default are pretty clear that remedies are what we call cumulative. So in other words, this isn't a sole remedy. They would have to make that payment. But if in fact they're not in requirement with the staffing requirements over any extended period of time, that would constitute an event of default which they would have to cure and remedy.

COMMISSIONER GONZALES: Thank you.

MR. MCCOTTER: Mr. Chairman, Commissioners, I believe that in response to your question, that it certainly would not ever be cheaper for us to do what you just said. What we will do, because these positions are mandatory positions, we will man those positions in overtime until the hiring process can be completed, plus that individual we hire would have to go through a certification and training requirement and sometimes that's quite lengthy. It takes two weeks to do that, the process of certifying before we put them into that environment.

So during that training process and while those people are in training, we will use overtime to fill those positions because they are mandatory and it's required they be manned 24 hours a day. It is certainly cheaper for us to hire than to use overtime.

COMMISSIONER GONZALES: I appreciate that. Thank you. Are we going to have a budget portion to this contract? So we would be able to address what happens in the event where these things take place? Okay. Thanks.

MS. MILLER: Mr. Chairman, Commissioners, that's the section on staffing, what's mandatory in staffing and again their staffing proposal or the staffing plan that was in their proposal. The next section is on records. This is pretty standard as far as having the jail management system, which is an online, real-time jail management system where we can access that information as to who is in the facility and track billings in the facility through that system and also having their records department open 24 hours a day, seven days a week to provide relevant information to the law enforcement officials, the courts, bonding agencies and citizens.

Record keeping, we just went into detail with MTC as to what we expect in the way of record keeping and the standards of record keeping. And also through reporting requirements to the local, state, and federal law enforcement agencies.

The area of the facility and records access, this an area of concern—

COMMISSIONER TRUJILLO: Katherine, going back to records, I don't see an area here regarding audits. Will audits take place on a regular basis?

MS. MILLER: Mr. Chairman, Commissioner Trujillo, there is a section on financial statements towards the back in our monitoring section, that they will, that anything

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that we are legally able to have access to, we have the ability to audit—we require copies of their financial statements and their audits and we also can audit their financial records concerning the budget of this facility.

COMMISSIONER TRUJILLO: Beyond financial records, I was looking at an audit regarding documentation, performance, compliance, things like that.

MR. MONTOYA: Mr. Chairman, Commissioner Trujillo, if you look on page 10, item 5, it goes specifically to the fact that there would be compliance requirements set forth by the ACA standards for records in every capacity.

COMMISSIONER TRUJILLO: Okay. Thank you.

MS. MILLER: Also, Commissioner Trujillo, there is a section on monitoring and reporting, towards the back of the contract, for all those type of compliance areas.

CHAIRMAN DURAN: Katherine, I have a question on page 9, Records, where you have MTC shall provide an online, real-time jail management computer program. Is it possible to have that information accessible here at the County Administration Building?

MS. MILLER: Mr. Chairman, we did talk to the contractor that provides, the subcontractor that actually developed this software. We can check into that. That wasn't something that we asked them, but we can check into that and work with MTC on that issue. It's a software program that actually tracks from the booking to the release of the inmate and all the data associated with that and connects with their, or is associated with the actual physical file of their warrant and everything.

CHAIRMAN DURAN: I guess my request is could you check into the possibility of being able to access the records here at this facility through a dial-up system of some sort. I think it's important that once we develop this oversight committee that it would be good if we could sit down with a computer and access the data in their—when they're doing whatever they're going to be doing overseeing the facility. And rather than have to go down to the jail to do that, I think it's real easy to be able to dial up, access the data and then we could project it off of a computer on to a screen and it would, I think assist that committee.

MS. MILLER: Mr. Chairman, we can check into that. We didn't, but we did build in a provision that the contract monitor have an office at the facility and access to all this information at that same time. So we do have access, the County does have access to that information, but from a dial-up basis to this building we don't and we will look into that.

CHAIRMAN DURAN: Great.

COMMISSIONER GONZALES: There is actually software available. It's kind of interesting to listen to the chair talk about that issue that's called CRM software, that's customer relationship management.

CHAIRMAN DURAN: It's easy.

COMMISSIONER GONZALES: So what it does, it allows for the gathering of information to be quantified and prioritized so it would be very easy, if there was an issue of inmate complaints, or a history of problems in the facility, there would a point to enter into this software and then the software would be able to prioritize it, tell the number of occurrences, what was responded, when it took place.

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CHAIRMAN DURAN: It would just be a read-only file.

COMMISSIONER GONZALES: I've never heard of CRM being used in jail facilities but that might be a way to look at that. That's the thinking, Mr. Chairman. Smart tech guy you are.

CHAIRMAN DURAN: Thank you. I'd like to also recognize Councilor Chavez here in the audience. Welcome. I'm glad you could make it.

COUNCILOR MIGUEL CHAVEZ: (Away from microphone) Thank you, chairman and members of the Commission, staff. I apologize for not being able to really stay with the process intimately but I have been following it through contact with other members of the community who have [inaudible] I wanted to be here because obviously we're going to have to contract, the City and the County contract separately. So I wanted to know as much about it as I could now and I hope we move forward with contract for this facility. So thank you.

CHAIRMAN DURAN: Thank you. Okay, Katherine.

MS. MILLER: I believe, Mr. Chairman, we're on page 11 now unless there's any questions prior to that. Page 11, we have facility and records access. The County Commission contract monitor and County Manager have access to the facility at any time, subject to reasonable security considerations. That's if there's anything occurring at the facility that would pose a security risk. And then the Sheriff or the Sheriff's designee are permitted access at any time.

Training: We've require MTC to provide a basic level of correctional officer training for new employees with a minimum of 80 hours preliminary training and then 40 hours of in-service training per year for all their correctional officers. This is actually above the ACA standards. And also they will have security staff assigned to an emergency unit, will have an additional 40 hours of specialized training and the County can participate in the MTC training program.

Under the medical, we spent quite a bit of time on the medical section because of the issues under our current contract. One of the ways to address this is to actually share in the cost of any off-site medical. So the first \$500, in an inmate has to be taken off site for medical care and treatment, the first \$500 of charges are covered by MTC or the MTC subcontractor. They also are responsible for \$500 annually per inmate for prescriptions, eyeglasses, hearing aids, things of that nature. So if an inmate is in need of those and they have to be taken either off site for it or to be provided there, MTC covers the first \$500 annually for this.

Another provision that we have is that MTC's subcontractor will have contracts with any of the medical care providers in the community and that when they're taken off site, they will take them to one of the providers that they have a contract with and that MTC, when those bills come in, those bills will be reviewed for off-site and by MTC's subcontractor and the County and then we would authorize payment of that and then reimburse MTC for the portion that we might be responsible for. And that's in paragraph G.

COMMISSIONER SULLIVAN: Mr. Chairman.

COMMISSIONER TRUJILLO: Commissioner Sullivan.

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COMMISSIONER SULLIVAN: Katherine, two questions on the medical. One is who provides the off-site medical transportation?

MS. MILLER: Mr. Chairman, Commissioner Sullivan, the off-site medical for the first, the transportation is provided by MTC. If it's an ambulance, they send a guard. They also for the first ten days have a guard with that inmate. After that time we're responsible for the cost of that either through one of our deputies or through reimbursing them for having a guard with that inmate.

COMMISSIONER SULLIVAN: Because I noticed on the transportation for the work-release inmates that the County provides the transportation for that. So for medical trips to the hospital, MTC provides the vans and the transportation and the security for that?

MS. MILLER: Mr. Chairman, Commissioner Sullivan, we actually, the vans that are at the facility are owned by the County and those are a part of the contract. What vans we own and what we do have at the facility are there for the operator's use to transport our inmates. We specifically state that we provide the vans on the inmate work detail. If any vans that are not there that are required for other services, like this medical, if they need additional vans, then they would need to provide those. But they are able to use the vans that we do have at this facility but two of them are for the inmate work crews and if they need something in addition to that, then they would provide that.

COMMISSIONER SULLIVAN: But the cost, whether it's ambulance or vans and so forth and the coordination of that, that's all MTC's responsibility, up to \$500, after which the County begins to pick up the entire tab? Or a portion?

MS. MILLER: Commissioner Sullivan, we pick up the tab for medical care above and beyond the \$500, yes.

COMMISSIONER SULLIVAN: And the second question I had on Indigent was in sub 1. b. was MTC may require non-indigent inmates to pay up to \$5 for each infirmary visit. Who and how is the indigent and non-indigent status determined?

MS. MILLER: Commissioner Sullivan, currently, our indigent is determined by our Indigent Department in the same way we determine indigent care for any indigent person in the county. And we've considered just to continue that.

COMMISSIONER SULLIVAN: The question is this individual may not be—we determine if someone is indigent because they applied for benefits or reimbursement for medical services. This inmate may not have applied for any medical services prior to being incarcerated, but might go for routine infirmary visits. So is there some mechanism as each inmate is booked in that they are classified as indigent or non-indigent or how does that work?

MR. KOPELMAN: Mr. Chairman, Commissioner Sullivan, I would think that in situations like this that if an inmate is unable to pay, it would be something that would be investigated immediately then. I don't think this is a situation where the inmate, the inmate will never be denied medical care; that's not an issue. It would be something that would be done after the fact then to ascertain whether or not in fact the inmate is indigent. But there's never going to be a question of any medical care being denied. The medical care is given up front and as G. 1.a. says, all inmates that need medical, dental or psychiatric care are treated

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immediately and there is a preliminary medical screening upon admission.

We can probably work out some of the guidelines on that issue. It's anticipated that MTC will be providing us a series of guidelines and procedures that the County will be reviewing with them and we can certainly address this point in those guidelines and procedures.

COMMISSIONER SULLIVAN: Thank you.

COMMISSIONER GONZALES: Mr. Chairman, just a few questions on the medical side. Item 1.a states that for any off-site care that MTC will pay for the first \$500 worth of visits. That's probably enough to get our people into the door, but in terms of the actual care, is that, is it determined that whether they are financially capable that they would either pay for that care or is the County required to pay for that care?

MR. KOPELMAN: Mr. Chairman, Commissioner, the County may be obligated to pay up front. The County certainly has a right to reimbursement. If the inmate has insurance, the insurance would cover that.

COMMISSIONER GONZALES: What kind of facilities, or what kind of capabilities are going to be on-site by MTC to do extensive care? I mean, if we're talking about, we have a lot of people in the facility that are in there for substance abuse or substance use. We have a lot of unfortunately mentally ill individuals who find their way into the facility. What is going to be the capacity for MTC to provide those services, or is just going to be an assessment and then for MTC it may be easier to defer them to an off site than to treat them on-site. And I don't even know, it may not be the best place to treat them on-site, so we may want them off-site too. How do we address that.

MR. MONTOYA: Commissioner, I think that question should go directly to the MTC representatives, but they have talked to us and also brought to the negotiating table their partner that will provide medical services in the facility and we have been assured by this provider that there is going to be comprehensive medical at the facility. Only when they are unable to treat a serious case that then there will some kind of an external medical review sought.

COMMISSIONER GONZALES: So there will be rehabilitation programs that are on-site for substance abuse for individuals who may—whether alcohol or drug use.

MR. MONTOYA: That is correct.

COMMISSIONER GONZALES: Rather than just being locked up. Is it a requirement of the contract that they actually enter into a program on-site or will it be determined based on medical need that they'll go into that program?

MR. MONTOYA: Mr. Chairman, our understanding is that there is going to be a comprehensive program for services in all of those areas including education, etc. But Mr. McCotter might want to address specifically the programs that they have available to the inmate.

MR. MCCOTTER: Mr. Chairman and Commissioner Gonzales, we do have a comprehensive medical program. We have staffed the facility for 24 hours a day, seven days a week. There is a nurse on duty 24 hours a day, seven days a week. In booking, that's where we're going to do immediate screening of all inmates coming in. Under the American

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Correctional Association ACA standards, the doctors have final say on the treatment of anyone. We can't override that. The County can't override that, if we're going to maintain ACA standards as we have designed this whole operation to do.

If the doctor feels that that care can be provided within the facility, we will provide it within the facility. We have a small infirmary operation there. However, if the doctor feels that due to the medical requirement, whether it be psychiatric, medical or whatever, that they need off-site treatment, and we'll have those contracts in place, they will go off-site and that will be monitored fully by our medical staff, which is Physicians Network Association out of Lubbock, Texas, they're the contractor for all medical services with us, they will oversee and monitor that and when an individual can be treated at the facility they will be brought back but we have to defer to the physicians.

COMMISSIONER GONZALES: Mr. McCotter, tell me about the medical facilities that you're envisioning at the facility. Will they be simply an assessment facility. If you have one nurse that's there, while I think the nurse is well, good intentioned and capable. They're limited in the type of medical service that can be provided to 700 inmates.

MR. MCCOTTER: I didn't mean to indicate there's only one nurse available. There's one nurse available 24 hours a day in booking. We will have other medical staff available in the infirmary area for treatment of the inmates that are already there.

COMMISSIONER GONZALES: Can you tell me about the number of medical staff that you'll have available?

MR. MCCOTTER: Medical staff, we have 16.48 medical staff, including the medical administrator. We have physicians under contract, dentists under contract, psychiatrists under contract. We have registered nurses. We have 1.61 registered nurses, LVNs, we have 9.8.

COMMISSIONER GONZALES: I'm sorry, what's an LVN?

MR. MCCOTTER: Licensed Vocational trained people. They're not full fledged nurses. They're one step under a nurse, and we have 9 of those available on staff.

COMMISSIONER GONZALES: So, can you tell me, I'm assuming that you're going to be subcontracting all that out.

MR. MCCOTTER: Yes sir, we are.

COMMISSIONER GONZALES: Could you tell me what your contract is going to call for with them? Is it going to be to just, again, is it going to be to simply do assessments or is it going to be also to include on-site treatment.

MR. MCCOTTER: Definitely on-site treatment. Triage if necessary on the medical emergencies. We have for example, we have the registered nurses on duty 24 hours a day, seven days a week, at least one. We also have LVNs, we will have two per shift at all times at the facility, working with the inmate population. We have pharmacy technicians and I've already mentioned the contract medical doctors who will do daily sick call and those kinds of activities.

COMMISSIONER GONZALES: Mr. McCotter, can you tell me about your company's experience in dealing with and how you've dealt with the mentally ill in your other

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facilities that find their way into the facilities? Unfortunately, in Santa Fe as in many counties around the country, that's been the best that we've been able to offer, sadly to say. But being that if you are given the care of these individuals, what is your company's experience in dealing with the mentally impaired?

MR. MCCOTTER: We do have a contract psychiatrist for difficult cases that are identified on booking. And then based on the recommendations of psychiatrists, they can be taken off-site for full treatment. We pay for the first \$500 of that treatment that is directed by the psychiatrist, then it becomes, the County will have to make a decision at some point in time how they want to deal with that, if it goes beyond that. That's a very difficult area to deal with and you're right, we deal and screen many psychological cases as they come in.

Now we do have, and you mentioned drug and alcohol abuse treatment, we will have a full fledged drug and alcohol abuse treatment program within the facility to deal with those cases that can be handled within the facility itself.

COMMISSIONER GONZALES: Can you tell me briefly about that program?

MR. MCCOTTER: Well, it's available on screening. The inmate cannot be forced to participate but we try to make them all available. We have found that somewhere upward of 80 to 90 percent of all inmates coming into a facility such as this will have drug and alcohol abuse problems. Now, we can't force them to participate but we will encourage them, and every inmate will be assigned a counselor as part of their program who will encourage them to participate in these programs, and they will be made available to anyone that will participate, and we encourage that as much as we possibly can.

COMMISSIONER GONZALES: As part of your record keeping, are you gathering statistics on that, or will you be able—

MR. MCCOTTER: We'll be happy to gather statistics. We'll know that everyone that's referred that has that kind of problem, the counselors will maintain that on each individual.

COMMISSIONER GONZALES: Thank you. My next question goes to G.1.d. where it talks about that MTC shall be responsible for the first \$500 annually per inmate. I'm assuming that's County inmate for the aggregate cost of prescriptions, eyeglasses, hearing aids, dentures and other types of medical needs. Have we done any type of analysis as to again, \$500 does not go very far, what the budgetary impact will be to the County to continue to fulfill those types of needs for County inmates.

MS. MILLER: Mr. Chairman, Commissioner Gonzales, actually this is not a common occurrence. The type of things under the current contract that we see most charges for are x-rays. That's probably the most common, ultrasounds, x-rays for broken bones. And most of the bills that we currently have because under our existing contract, we do not have this cost-sharing. I'm trying to remember all the ones that we do have. If I've even seen any for glasses. It's usually surgery and x-rays.

COMMISSIONER GONZALES: In your estimate, are you concerned that we're going to have costs in excess of \$500 in providing these services to inmates?

MS. MILLER: Mr. Chairman, Commissioner Gonzales, I don't believe that

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this will be a large cost to the County.

COMMISSIONER GONZALES: Thank you.

MR. MONTOYA: Mr. Chairman, Commissioner Gonzales, I also wanted to add that the County in its relationship with St. Vincent Hospital under the MOA that we've got working with them for services, we also want to be able to provide services to indigent people under that particular umbrella and inmates would qualify under that respective initiative. We also want to make certain that we're going to have a contractual relationship with several providers in the community, should they need to receive any of those particular services. So to answer your question, I think we have other mechanisms to provide medical services to those in need.

COMMISSIONER GONZALES: I think that's a good point, Mr. Chairman, Sam, and to the individuals from MTC that we've got a community that's enormously capable of treating individuals that find their way into this facility whether it's dealing with mental issues, dealing with substance abuse issues, we have that capability but it takes a commitment, I think, by the operator and by the County to find those collaborations and get people referred to these people. And I don't know if that's a part of this contract. If not, I think it should be. I think that we should require not only ourselves but the operators to take on that extra effort and really reach out to the community and see what we can do to treat these individuals who find their way into our facility. Because many of these individuals for whatever bad circumstance end up in the facility and we ought to find a way to take advantage of some really great non-profits that exist to address these issues. So is that in the contract?

MS. MILLER: Mr. Chairman, Commissioner Gonzales, on page 27 and 28 in the community relations program, we did include the Santa Fe County Health Care Network, that they would be a part of that program to address health issues, and all the opportunities that are available in the community.

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN DURAN: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Two additional questions also for Mr. McCotter. When we toured the facility several months ago, the biggest area, the biggest problem area that I personally saw was the intake classification area. And that's probably not the contractor's fault necessarily as much as it is that Santa Fe County doesn't have a detox facility. We're working on one. But that intake classification becomes the Santa Fe County detox facility. Having seen that, which I'm going to assume you have; do you have any suggestions, recommendations, avenues of approach that you would be planning to initiate in that regard?

MR. MCCOTTER: Mr. Chairman and Commissioner Sullivan, I have not seen specifically that in operation at this facility, however, I am very familiar in our other facilities and how to deal with that. McKinley County is probably one of the highest areas in the state with detox problems—arrests on weekends, holidays and things of that nature. That is the reason we required from our medical staffing pattern to have available 24 hours a day, seven days a week, a full time nurse in booking. Exactly to deal with that issue, who will be there to

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treat as these people are brought in by law enforcement officials.

Then based on the initial medical screening of that nurse, if immediate additional medical care is needed, they will be able to call the on-call physician to deal with that if there is an emergency of that type that should develop. Otherwise that nurse will supervise the detoxification efforts that are ongoing in booking at that point in time, until we've completed initial classification and moved the individual to a housing unit. To make a long story short, we have staff full time and a nurse just to try to deal with that specific issue.

COMMISSIONER SULLIVAN: My second question and I guess this will go to Katherine. Regarding these cost-sharing proposals, how do we handle another event that we noticed when we were there, was the suicide watch. There was actually I think two individuals that were under suicide watch and that required a full time corrections staff person to be there at the cell door 24 hours a day. Is that because it's internal, an event like that, is that a total MTC responsibility or do we cost share in something of that sort?

MS. MILLER: Commissioner Sullivan, that is MTC's responsibility. It's covered under the per diem.

COMMISSIONER SULLIVAN: That's part of the mental care situation, but that's all covered under the per diem.

MR. MCCOTTER: Mr. Chairman, Commissioner Sullivan, it is also an ACA requirement that we be prepared 24 hours a day to deal with anyone identified by medical staff as suicide risk, and we would place them under special observation at that point in time and that is covered very clearly under ACA standards.

COMMISSIONER SULLIVAN: Okay. Thank you.

CHAIRMAN DURAN: I'm going to skip to somewhere, I don't know where it is. But I was wondering how you all dealt with the security issue, basically relative to the people that are escaping or that have escaped. It's my understanding that there really wasn't any detection devices around the perimeter and had there been, they would have caught these guys that escaped. And I was wondering, motion detectors attached to a siren, just pretty basic. Have you required that MTC do something over and above what Cornell did out there relative to that?

MR. MONTROYA: Mr. Chairman, if you could go to page 19, Section R, we specifically addressed this issue relative to the security questions that you were asking about and queried also the Sheriff and asked him for his counsel on this and I believe this particular section here would go to the availability of a reasonable installation of a security alert system that I think would cover that issue.

CHAIRMAN DURAN: Well, but it says security alert system or device intended to detect inmate penetration of the interior ceiling, exterior walls and windows of the facility. Does that mean perimeter fencing?

MR. MONTROYA: Mr. Chairman, I believe that—

CHAIRMAN DURAN: Rather than that, why don't you just make sure that we change this so that it deals with that. I don't think it says that. I think it says the facility and it references spaces within the walls of the facility but it mentions nothing about some kind of

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security alert system in the yard or in the perimeter surrounding it.

MR. MONTROYA: Mr. Chairman, in looking over at the MTC representatives, I don't believe they have a problem with that.

CHAIRMAN DURAN: I wouldn't think so. And then the only other concern that I had when I went and inspected it with Commissioner Sullivan was the holding period, the holding area. When I was there one time, there was like 25 people or more, but more importantly there was like ten people in one of those little cells and they were sleeping, some of them were just sleeping on the concrete floors. Some of them were sleeping on those little naugahyde pads. And I was just wondering if when you take over if you could give that some thought, some consideration. I really think that it was a little inhumane for me. And I know it's only for like 24 or 48 hours, but it's unfortunate that some of our citizens get thrown in jail. I just think that it's our responsibility to be humane when they are incarcerated.

MR. MCCOTTER: Mr. Chairman, I assure you we will pay attention to that and work with you very carefully on that. We're not familiar with what's happening there now so as soon as we can get there and do the evaluation we will address that issue.

CHAIRMAN DURAN: Okay. And then the last thing was in the—they call it something else now—solitary confinement area. What do they call it?

MR. MCCOTTER: We call it administrative segregation.

CHAIRMAN DURAN: In that area, I spoke to a few inmates that, and I don't know, it's kind of hard to believe some of them, but giving them the benefit of the doubt, they indicated to me that they hadn't talked to their attorneys for weeks, had no idea how long they were going to be in that particular area and most of them really had no hope or any idea when they would be able to get back into the—and maybe some of them don't deserve it but even so, they should have some idea of what their term is going to be in that particular area. They should have the right to their legal counsel. I'm not saying that Cornell did this but I just think that locking them up and forgetting about them isn't the way that I think this Commission would like to approach that particular program out there.

MR. MCCOTTER: Mr. Chairman, administrative segregation is an area that must be managed very, very carefully. We will meet all ACA standard requirements for administrative segregation and they are quite clear. We will have a clear-cut policy and procedure that deals with all administrative segregation and all requirements. Access to courts are a legal requirement and I assure you they will be given access to courts through their attorneys. They will also, under our system, have an assigned counselor that will meet with them almost daily to address issues, problem areas, concerns. Our main goal is to get them out of that environment back into the general population. And so every one of those individuals will have a counselor that will be assigned to them when they are placed in administrative segregation, normally for major rules violations or whatever it may be for the good order and safety and security of the facility.

But we will have someone there that they can deal with on a daily basis, their counselor, to help them gain access to an attorney. They will know what they need to do to work their way out of that area. Our goal is to try to ensure that no one stays there more than 30 days, not

always can that happen based on their conduct while there.

CHAIRMAN DURAN: Right. I understand that.

MR. MCCOTTER: Everything is based on their conduct.

CHAIRMAN DURAN: I'm just giving you kind of a heads-up because I know that once this oversight committee gets structured and is in operation that that's one of the areas that they're going to check into and make sure that it's running as it should. Thank you.

MR. KOPELMAN: Mr. Chairman, members of the Commission, picking up again, we reviewed a lot of the medical provisions and I just draw your attention on page 13-3. is the receiving screening that talks about the minimum that the screening will cover and what forms will be provided. Paragraph 4 deals with the sick call, how at designated times each day in the facility infirmary and/or housing unit where the nurse will examine those patients who require medical care.

Paragraph 5 talks about routine medical, mental health and dental care and again, we've kind of been through this generally.

Paragraph 6 deals with emergency medical treatment, provided both on and off-site and again, it depends on the nature of the emergency whether care would be provided in-house or whether they'd have to go off-site.

Paragraph 7 deals with communicable disease control. Paragraph 8 addresses pharmaceutical services, and again, all of this is in accordance with the ACA requirements.

On page 16 at the top, medical records are maintained on each inmate, again in accordance with operating standards. Paragraph 10 deals with an issue that brought up about providing transportation and security. That's MTC's responsibility to provide transportation and security for inmates to and from medical appointments, emergency room, etc.

Paragraph H on food service, again, MTC shall provide food service in accordance with the operating standards. The following sections briefly deal with other ACA requirements. I bring your attention on the bottom of page 16, top of page 17 to the section on programs and special services. This sets forth some of the programs that will be provided including suicide prevention, there'll be a mail delivery system, recreational facilities, outdoor and indoor, a volunteer program to assist inmates. There'll be a library provided. There will be academic program, vocational training, habilitation, rehab programs.

Paragraph 7 on page 17 provides and requires MTC to provide appropriate religious programs for inmates. I don't know if there are any questions on these sections.

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN DURAN: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Yes, I had one what I felt was an omission there and that was the alcohol and drug abuse program that's cited in the grant applications paragraph below it. That paragraph says that MTC will develop its alcohol and drug abuse program with the intent of including them in the County's efforts to secure outside funding for such programs. So that was a little unclear to me. It sounded like a drug abuse and alcohol abuse program would only take place if there were outside funding but Mr. McCotter has testified that they will have such a program in place and I'm glad to hear that. It seems like that

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should go up in to paragraph F if that's a provided program. Am I correct Mr. McCotter?

MR. MCCOTTER: Yes, we will have an in-house program and the reason we actually offered that outside area because we've been successful in McKinley County in working with the County officials and getting some special grants to treat some severe alcoholic and drug abuse situations. So we will seek with this County staff to try to do the same thing here, but we will run a program within the facility.

COMMISSIONER SULLIVAN: And we very much want to do that. That was one of the recommendations that come out of Commissioner Duran's and my trip to the jail, was that we could better coordinate with the providers that we have who have programs, and our own programs, County programs and DWI programs, to work at the jail. The a limited time period of course is a problem. The typical incarceration period is 15 to 30 days so we can't rehabilitate a substance abuser, normally, in that period. But we can start.

MR. MCCOTTER: I might add to that sir, that one of the things that we try to do is to develop a transition program for your Count inmates so that if we have initiated a drug and alcohol abuse program in conjunction with the local community, that when that individual gets out and automatic referral is made to try to continue that treatment and just not drop them the minute they walk out the front gate of the detention facility. And we stress our transition program in that regard.

COMMISSIONER SULLIVAN: That's excellent. I'm looking forward to seeing how that works. Mr. Kopelman, should that program be up under paragraph F?

MR. KOPELMAN: Mr. Chairman, Commissioner Sullivan, we can certainly expressly refer to that. We will add that into the contract. I think paragraph L on grant applications is above what their general requirement would be, that in addition to providing the alcohol and drug programs, they are also obligated to cooperate and try to help us get additional funds for these programs.

COMMISSIONER SULLIVAN: Excuse me. I mean paragraph K. I was looking at the draft that's in our book. In your new draft, it's paragraph K.

MR. KOPELMAN: That would be the appropriate place, Mr. Chairman, Commissioner.

COMMISSIONER SULLIVAN: To specify that they will contractually, not just gratuitously be providing a drug and alcohol abuse program.

COMMISSIONER GONZALES: Mr. Chairman.

CHAIRMAN DURAN: Commissioner.

COMMISSIONER GONZALES: I'm sorry, on page 16, to the issue of transportation, why would we not include MTC shall provide transportation and security for all inmates to and from medical appointments, emergency rooms, hospitals in the county, from locations in the county following escape from a facility and recapture, and to and from district court appearances?

MR. KOPELMAN: Mr. Chairman, Commissioner Gonzales, the issue of transportation to court, to and from court, is dealt with in another section. Basically at this point, MTC will be doing an evaluation of that so that may be a program we might be

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switching to later. At this point, they're really just in a mode of gathering data to figure out what that's going to entail, what the costs would be. But that is in a later section of the contract.

COMMISSIONER GONZALES: So they're going to gather data and determine whether they want to provide that service?

MR. KOPELMAN: Mr. Chairman, Commissioner Gonzales, right now, the way it works at most facilities is the Sheriff's Department is responsible for court security.

COMMISSIONER GONZALES: I understand that. But I mean if this operator were to pick this up, that would free up more sheriffs to be out on the road protecting the community.

MR. KOPELMAN: Mr. Chairman, Commissioner, that's correct although the court security are not fully commissioned officers. They're usually retired.

COMMISSIONER GONZALES: But the transport officers are fully commissioned, right?

MR. KOPELMAN: The transport officers I believe are, yes.

COMMISSIONER GONZALES: So those would be the individuals that would be—

MR. KOPELMAN: And that's something we're exploring now and we're going to see what the bottom line costs would be, whether they would be able to provide it. We'll be meeting with the Sheriff on that. So that will be an ongoing process and discussion.

COMMISSIONER GONZALES: Do you know how long it will take to determine whether MTC wants to do that or not, or whether we would require them to do it?

MR. KOPELMAN: Mr. Chairman, Commissioner, I think it's something that will be done in relatively short order. We're actually getting the data together. As you'll see in the section of this contract, if we make the determination, they will do it.

COMMISSIONER GONZALES: Okay. Great.

MR. KOPELMAN: Okay, but we still need to get that data and that's what we're doing now.

COMMISSIONER GONZALES: Okay.

MR. KOPELMAN: Okay, on top of page 18, there's a provision regarding the commissary, and toward the bottom of that paragraph it provides that the revenues earned in excess of those needed for expenses in operating the commissary are placed in the Inmate Welfare Fund, which is dealt with in subsection O on page 18 and for the way that works is that all excess revenues that come from the commissary services, telephone services and other types of programs like those, go into what's deemed the Inmate Welfare Fund. The monies in that fund are used specifically for inmate programs, and all of those programs have to be approved by the County before MTC can make any expenditures of that fund for programs.

COMMISSIONER GONZALES: Would these be like good behavior type programs, where they use this money to give inmates—what would they use that money for?

MR. MONTOYA: Mr. Chairman, I wanted to point out that the current contractor, Cornell, has this type of an agreement with the County and the type of expenditures

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that we considered upon their request was additional recreation facilities, possibly, additions to the building that would enhance the inmate and in some cases, a direct service to the actual inmate by buying different items.

CHAIRMAN DURAN: What are we talking about in terms of dollars?

MR. MONTOYA: Well, we were talking that we had approximately over \$100,000 at one point in time and we made some structural changes to the facility from that fund and I believe we had an additional five other requests, a total of about six different requests to the County.

CHAIRMAN DURAN: And this was all money derived from the excess revenues? From the commissary?

MR. MONTOYA: Yes. Well, actually from phone services and more specifically from services to the phone.

CHAIRMAN DURAN: Okay. Do we have any involvement in how that money is spent? Are we going to have any input into that?

MR. MONTOYA: Mr. Chairman, we will be required to approve any requests that come from the vendor for expenditure of that money, so yes, we will have oversight.

CHAIRMAN DURAN: Because I'd like for it to be used for what it's—it's called the Inmate Welfare Fund. Maybe we should use it for that purpose.

MR. MONTOYA: Understood, Mr. Chairman.

CHAIRMAN DURAN: Where are we, Steve?

MR. KOPELMAN: At the bottom of page 18 now. Section Q deals with furniture, fixtures and equipment and provides that the first order of business would be to prepare a property inventory and the County holds title to the FF&E.

On page 19, MTC is responsible for maintaining the facility and this paragraph sets forth what responsibilities the County would have and which MTC would have with respect to replacement and maintenance for FF&E. These are pretty standard provisions.

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN DURAN: Commissioner Sullivan.

COMMISSIONER SULLIVAN: On the paragraph S 1, on of the issues that also came up was the differentiation between maintenance and capital improvements, or capital improvement required for the facility over the normal course of operation. And I see that we say that the County is responsible for the cost of repair or replacement of any building system or structural component, including the HVAC system, roof, walls, floors and fixtures caused by a design or a construction defect or necessitated due to building system having met its life expectancy, or otherwise inoperable due to no fault of MTC.

One issue and I don't know if it's been corrected yet is one of the major hallway electronic doors was inoperable at the jail when we toured it and it was a major cost to fix it. It hadn't been fixed. It was propped open. And I recall reading in here that mechanical, electronic doors and so forth were all covered as an MTC responsibility, so that answers that particular problem. But I see this as being awful vague and who decides what it is.

Now I believe in the other contract there was a limit of some dollars, \$10,000 or

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something, I recall a number, that if a maintenance event resulted in an expenditure of an excess of x-dollars it became a capital improvement cost. But I don't see that here. Was there a particular reason for that?

MR. KOPELMAN: Mr. Chairman, Commissioner Sullivan, I think the language that we put in here is fairly standard in terms of—this is similar, somewhat, to a landlord-tenant situation although here of course it's really an operator and the owner. But I don't think the amount is really a determinative factor as to who's responsibility. For example, if due to the negligence of MTC's employees, there's major damage done to the HVAC system that costs \$50,000, that's their responsibility then. If they've caused it. But we're insured. This is part of our insurance that we have for the building itself.

So all of these matters are insured. MTC has its insurance for the operational component and anything they do. We have our insurance for the building structure. And usually, if there's a close call and there's some ambiguity, the insurance companies are going to get together and discuss who is responsible and who's not. The claims will be filed by both of us, then.

COMMISSIONER SULLIVAN: For example, painting, interior painting. What would that be classified as?

MR. KOPELMAN: I believe that would generally be MTC's responsibility.

COMMISSIONER SULLIVAN: I see them shaking their heads.

MR. MCCOTTER: Yes sir, Mr. Chairman and Commissioner Sullivan. That would be normal, routine maintenance.

COMMISSIONER SULLIVAN: What areas, Mr. McCotter, what areas might we anticipate could be problem areas, disagreements on the difference between maintenance and—because this is a used facility. We're selling you a used car here. We're not selling you a new one. It has no warranty. It has a few defects in it, at least that I noted.

MR. MCCOTTER: Mr. Chairman and Commissioner Sullivan, having not had access to the facility, to go through it, I'm not really sure as we stand here what those areas could be. It was mentioned for example, the HVAC systems, those kinds of things that were installed in the facility that we hope are covered in some kind of warranties and things of that nature. I'm just guessing now what could possibly fall into that category. Until we've had an opportunity to go through the facility in depth and look at all the systems that have to be maintained on a daily basis, then we could come up with a list of areas and discuss them with the County.

COMMISSIONER SULLIVAN: That was going to be one of my suggestions. Just like we do the run-through, Katherine and Steve on the FF&E, that we do what we would call in the engineering profession a punchlist evaluation of maintenance and/or capital improvements. For example, if they see a roof leak, dripping on the floor, I assume they're going to ask the County to repair the roof. And it would be good at the start of the contract to establish what the contractor feels are any County responsibilities in so far as capital improvements are concerned.

MS. MILLER: Mr. Chairman, Commissioner Sullivan, it was the intent of the

County and MTC to do the walk-through not just with FF&E but the entire facility and note the condition of everything and go from that point. As you said, like a punchlist.

COMMISSIONER SULLIVAN: Thank you.

CHAIRMAN DURAN: Okay, Steve?

MR. KOPELMAN: On page 20 now, we're at inmate work, subsection T deals with inmate work within the facility and subsection U is the County inmate work crews. A fair amount of time was put into working on the County inmate work crew section and the Sheriff had a lot of input and was in concurrence with what eventually came up here.

CHAIRMAN DURAN: I'm in favor of these work crews. I think we should expand the program that we have that Cornell was using and have them pick up trash and other mundane tasks.

MR. MONTOYA: Mr. Chairman, I would like to point out to the members of the Board that this particular program has been a very worthwhile program to the County, particularly to the Public Works Department. We've utilized these individuals to do riprap work and to do gation basket work, to pick up trash, to do pruning, to do a lot of sandbag filling. Lots of different projects that are labor intensive and it has been an exceptional program and I would concur with the chairman that it is a program we need to retain and possibly expand.

CHAIRMAN DURAN: Good.

MR. KOPELMAN: On page 21, you'll note paragraph 5 talks about the recruitment, that MTC will recruit inmates. These are only Santa Fe County inmates. They have to be willing and able to perform the tasks and the Sheriff has to approve each one to be able to work on the County inmate work crew.

Continuing through the contract, on page 22, inmate work release program, there's a provision for that here. Subsection W deals with visitation and court access and again, this is accordance with all provisions of law including the ACA and local laws, federal requirements under the US Constitution in terms of visitation and access to courts.

Subsection X deals with the grievance procedures that MTC, within 30 days of the date that this agreement becomes effective, has to provide to the County their grievance procedures for inmates at the facility and the County has a right to approve that particular document. And again, requirement that the grievance process is in accordance with all operating standards.

COMMISSIONER TRUJILLO: Steve, Mr. Chairman, I'm reading a letter here that you received from Mitch Buszek? Did you get a chance to read this recommendation regarding the grievance procedure? That the grievance process be handled either by the contract monitor, the advisory committee, so that the County has a direct loop for accountability? What do you think about that suggestion?

MR. KOPELMAN: Mr. Chairman, Commissioner Trujillo, we discussed that at length with MTC and with Mitch and I think what MTC will be doing is they will be providing a list of the grievances as soon as they happen to the County. So the County will be involved in that process from the beginning. The way that's going to be monitored and controlled is through a numerical system so that every time there's a new grievance, that would

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be the next number. So we would be told of all of these grievances as soon as they happen and the contract monitor would be involved in that process.

So I think it's, I think what Mitch is suggesting is in fact de facto what will happen, although the grievance process is controlled by MTC out of necessity and in accordance with the ACA requirements, they have to control the grievance process, but we will have a lot more input, I believe, than we've ever had before.

COMMISSIONER TRUJILLO: Good. Thank you.

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN DURAN: Commissioner Sullivan.

COMMISSIONER SULLIVAN: The visitation and court access brings to mind an issue. It's probably as well to bring it here as any place. For example, as I recall, understanding Cornell procedure is that you're limited, the family is limited to a certain number of visits per week. I think it's two. It may only be one. And the inmate, the family doesn't know of course if some other member has visited them until they come out to the facility and are turned away as they were, as they have been. And it brings up the issue which we've discussed earlier, in earlier meetings about having a rules of procedure type of document, which is in addition to the operating standards. And I heard you mention that they'll be developing that.

So I'm interested in knowing just a little bit more about that. Is that, are we going to have oversight over that document? Are we going to have final approval authority? Is this a document that will be handled to inmates once they arrive in the facility so they will know how many visits are allowed? Or do we address that a little bit later on? If so, we'll just defer that until we get to it.

MS. MILLER: Mr. Chairman, Commissioner Sullivan, page 38, under Policies and Procedures, that is a part of the Policies and Procedures manual that they will be required to provide to us within 30 days of execution of this agreement. So that is all part of and inclusive of that manual. It's a sub-manual to the Policies and Procedures.

COMMISSIONER SULLIVAN: Let me ask Mr. McCotter. Is this—we probably don't want to hand a 5-page Policies and Procedures manual to the inmates but have you done this in other facilities that you operate?

MR. MCCOTTER: Mr. Chairman and Commissioner Sullivan, yes, sir. We provide an orientation. Once an inmate is processed into a facility, we provide an inmate manual that covers all of these basics. It will cover visitation, commissary privileges, literally, mail, literally all of the procedures that they need to adapt to within the facility. Visitation will be part of that inmate manual.

COMMISSIONER SULLIVAN: And that's a physical, paper document?

MR. MCCOTTER: A paper document, yes.

COMMISSIONER SULLIVAN: That's handed to the inmate once he's detoxed. Or she.

MR. MCCOTTER: Yes sir, it is.

COMMISSIONER SULLIVAN: Thank you.

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MS. MILLER: Mr. Chairman, Commissioners, if we could go to page 23, the issue at the top, providing security for court appearances. Just to clarify, that was not something we asked for in the solicitation although we did discuss this at length with MTC in providing that. It will require an increase to the per diem because it was not included in their proposal. So it is something that we, rather than hold up this contract, we said we will address that, look at what it would cost for MTC to do it versus what it costs us to do it in-house.

Section AA deals with third party agreements to house non-County inmates. As you know, the County uses about 300 to 320 beds for our inmates and then the excess capacity is filled by other agencies. This section goes in detail how we will work with MTC to fill those excess beds with non-County inmates. MTC provided the County with a marketing plan in the proposal but we're also requiring them to provide a more comprehensive marketing plan for the third party agreements within 30 days of the effective date of this agreement. Then we will meet with them weekly, the contract monitor or the County staff until we have a contract monitor concerning the progress of their marketing efforts. We want for them to work with other agencies as to the issues that need to be addressed in negotiating those agreement.

Then also, to note n paragraph 3 of that section that there is a change with House Bill 124 that all inmates that are federal inmates or out-of-state inmates need to have approval with the Secretary of the Department of Corrections. So this is addressed also in paragraph 3, that MTC's responsible to adhering to that requirement.

All the agreements with other agencies are agreements with the County. That's a requirement of the bond and revenue for that inmate care needs to do into our facility revenue trust account. That's addressed in Sections 4 and 5.

CHAIRMAN DURAN: Excuse me, Katherine. Councilor Chavez, you had a question?

COUNCILOR CHAVEZ: In this section under third party arrangements, I guess the City would fall under this section because it does state in here that it includes County and municipal jurisdictions. So just for clarification, that's my understanding. Is that your intention to include the City as a third party?

MS. MILLER: Mr. Chairman, I can answer that. They're not a third party to this agreement. They are what we call third party agreements. They are separate agreements with each entity to be negotiated based upon the services that are required for those inmates. And they are stand-alone agreements.

CHAIRMAN DURAN: We're going to trade you beds for water. That's a joke.

COUNCILOR CHAVEZ: I'm not sure if this is a fair question or not, I don't want to start trading anything right now. But would we be considered the City or the County [inaudible] we know it's a fine line but under this contract, or under this, then are we included in with the County, as I think we should be, or separate? Where do we fall?

CHAIRMAN DURAN: Well, my understanding is that this agreement is between the County of Santa Fe and the jail operator. It has nothing to do with the City or any other entity that might be using the facility to house their prisoners. Our agreement

with the City will be separate, be a separate agreement outside of this agreement. Is that—
MS. MILLER: That is correct.

CHAIRMAN DURAN: I think we all want to work towards being one, but I don't think we're going to do it in this agreement.

COMMISSIONER SULLIVAN: Mr. Chairman and Councilor Chavez, I think the issue is that the City's inmates are, under this agreement, the County's inmates. So the few City inmates that we have of that 300-some that are County—is that not correct?

CHAIRMAN DURAN: No, they're separate.

MS. MILLER: Mr. Chairman, they are not County inmates.

MR. MONTOYA: This is more of an intergovernmental agreement between the City and the County for placement of inmates that need to be segregated for court proceedings as well, record keeping, the entire issue. So, if we have intergovernmental agreements with tribes, as an example, they all have to be separate and distinct, and that would be the same situation for the City.

CHAIRMAN DURAN: Isn't that under a joint powers agreement that we work with the City?

MR. MONTOYA: It's under an intergovernmental agreement, Mr. Chairman.

CHAIRMAN DURAN: Okay.

COUNCILOR CHAVEZ: Is it possible for the City to enter into a separate contract with MTC for [inaudible]

CHAIRMAN DURAN: I don't think you have a facility.

HALL YOUNGBLOOD: If I could respond, my name is Hall Youngblood. I'm counsel to MTC. The best way to look at the structure is that this is a County facility, and for purposes of all the other governmental entities, forget who's running it. That doesn't matter right now. The County has their own inmates in their own facility. The City is going to enter into a contract with the County to put City inmates into a County facility. The County happens to have hired a private company to operate that facility, but there's a separate contract between the City and the County, between the feds and the County, to put those inmates in a County facility.

If the City were to say, in the contract between the City and the County, we want our inmates to wear purple uniforms, then regardless of who's running this facility, if the County agrees to that, those inmates have to have purple uniforms. And whether the County personnel, or where MTC, the subcontractor provides those uniforms, the City inmates are going to get purple uniforms. What I'm trying to say is the City's going to contract with the County for the City inmates in the County facility. The County is hiring MTC to operate that facility for them. You all agree that's the basic structure of how it is?

MS. MILLER: Mr. Chairman, to answer a question that came up, all contracts, based upon the bond indenture, need to be with the County. They cannot be with the private operator.

COUNCILOR CHAVEZ: [inaudible]

MR. MONTOYA: Councilor Chavez, it's an intergovernmental agreement.

COMMISSIONER GONZALES: Mr. Chairman.

CHAIRMAN DURAN: Commissioner.

COMMISSIONER GONZALES: As to item number five, I'm not sure—
have we gotten to item number five?

CHAIRMAN DURAN: What page?

MS. MILLER: We're there right now.

COMMISSIONER GONZALES: Actually, item number four. I think this is a pretty important sentence. Inmates provided—we're talking about non-County inmates and intergovernmental agreements and it states here that provided that the non-County inmates to be housed at the jail are acceptable to the Sheriff. So is that language, does it give the Sheriff the ability to say yes or no to the type of inmate coming in?

CHAIRMAN DURAN: Where are you reading that Commissioner, please?

COMMISSIONER GONZALES: Page 24, number 4. My concern is this. We all know that there are different levels of inmates up there, and my concern is in our effort to try and manage our costs more effectively that we would end up with some of the less desirable inmates from other states coming into our facility. I know the Sheriff has been really concerned about that, very cognizant. I just want to make sure he maintains that authority to do his own due diligence and decide if he doesn't want to risk the facility or risk the care of the inmates in the facility that he could say no without there being any repercussions to this contract or the operator being able to come back and say, well, now you have to pay us more because we tried to bring inmates but you said no. I just want to make sure that we're okay with that.

MS. MILLER: Mr. Chairman, Commissioner Gonzales, that is exactly what the intent of this is. And he does have the authority over the classification of the inmate as to whether they're acceptable in our facility.

COMMISSIONER GONZALES: So Sheriff, can you tell me, in your mind how you would approach looking at—I know we have a history with the federal government, the marshals and the DOP, so I think you have a really good understanding as to the type of inmates coming in from that, but let's say the state of Illinois, the state of Alaska, Hawaii, all these states that are needing to find other beds, let's say they were going to come in. We found that they wanted to come in to Santa Fe County. Had a pretty decent contract. What type of evaluation would you go through to do some type of assessment of the non-County inmate?

RAY SISNEROS: Mr. Chairman, Commissioner Gonzales, one of the things I'd be asking for is the complete history of that inmate from the other facility, because I need to see the propensity for violence of that individual, the escape risk of that individual and the classification that individual had in other facilities. If that individual is a problem type individual, I would not approve him to come here. But I also want to remind the Commission that recently there's a new state law that was enacted that Representative King sponsored the bill, where if you have more than ten inmates being transferred from

an out-of-state facility into New Mexico, those inmates have to be approved by the State Secretary of Corrections.

So if Mr. Perry says no to inmates that I would say yes to, under that bill if it's more than ten inmates, then he controls the issues.

COMMISSIONER GONZALES: But what about vice versa? What if he says yes? Are you given the authority to say no?

SHERIFF SISNEROS: Under this contract, I could say no. Yes.

COMMISSIONER GONZALES: And the state statute allows for you to be more restrictive on the type of inmate coming in?

SHERIFF SISNEROS: Under the state statute, it only talks about the number of ten or more, where Mr. Perry's authority would kick in. If, say, MTC wants to bring in nine inmates, just under that cap, and none of the nine meet my criteria, then I would not accept them.

COMMISSIONER GONZALES: Okay. Mr. McCotter, can I ask you in terms of what your marketing plan—we're probably going to get to that some other place near, but what type of non-County inmates you envision being at this facility, based on what you know about the need out in the country for more beds and the types of individuals that you would envision that you would envision coming to Santa Fe?

MR. MCCOTTER: Mr. Chairman and Commissioner Gonzales, yes sir. We will be recruiting minimum and medium custody inmates. No maximum security inmates. And let me just further add, for example down in McKinley County now, we have 120 inmates from the state of Idaho. When we signed that contract, the local sheriff, with his representative and our representative, went to the state of Idaho and reviewed every record of every inmate that was proposed to come to that facility. And we worked together, literally, arm in arm to determine those that would not come. And we would reject those inmates that had a serious history of escape or whatever we felt that was not the type of facility we wanted to move to that particular facility. We'd do exactly the same thing with the Sheriff here.

COMMISSIONER GONZALES: You mentioned looking out for medium security inmates. Can you tell me what offenses would classify as a medium security individual?

MR. MCCOTTER: That's where you run into problems. Every state Department of Corrections and county facility has their own classification system, normally, minimum, medium and maximum. Sometimes those criteria vary. There is no definitive definition that this is not automatically a medium custody inmate.

COMMISSIONER GONZALES: Can you help me understand what type of medium custody, what type of offenses would be in our facility?

MR. MCCOTTER: Property offenders and felony offenders that have not committed capital homicide and serious rapes and things of things of that nature. Now, let me be very clear, having run state correctional facilities for over 16 years in three different states. We do have medium custody inmates in state facilities that have done all of those

things but normally they're not classified medium until they've been in that system probably well over ten years. And because of their actions within that facility, they get down-graded to more privileges of either medium or in-house minimum custody inmates.

COMMISSIONER GONZALES: Is it unreasonable, Sheriff, or Mr. McCotter to ask that maybe some document be provided as an amendment to this or a follow-up amendment that would exactly say the type of offenses that would be acceptable in that facility? And what would not, so that not only the Commission knew but the public knew the type of individuals that would be in there? Is that unreasonable? It may be. I don't know that. But it would be helpful for me to understand what are going to be the guidelines that you're looking for. Is it going to be just on property offenses. You say serious rape. What would be not serious rape? Those are all things that—and I know that there may be varying levels of offenses against individuals.

SHERIFF SISNEROS: Mr. Chairman, Commissioner Gonzales, like Mr. McCotter said, everybody has their own view of classification, but to attempt to classify just be crimes is not going to give you a proper classification. You could have someone with just a property crime, felony level, that for whatever reasons, the Undersheriff and I might have information that we know that this is a very dangerous individual. They could have finalized their parole on a murder conviction or a serial rapist for that matter, and they're re-arrested on a property crime. To put them as a medium or minimum classification just on the crime itself won't take into consideration their past history. And the same thing would deal with someone even on a first offense, but if they have a number of misdemeanors involving violence or domestic violence for that matter, they may be a higher risk individual that we want to classify higher. To try to do it with just the charge itself if difficult.

COMMISSIONER GONZALES: So basically, you're saying that you would rather not have to state what the offenses are and we would just—which I am perfectly fine with, but you would say just leave it up to the sheriff to solely decide in your judgement what would be acceptable and what would not be acceptable?

SHERIFF SISNEROS: Mr. Chairman, Commissioner Gonzales, to put it on the list, you're not only tying the sheriff's hands, you're tying MTC's hands. Because then you have no flexibility if it's on this list. And you have to have that flexibility on the classification. The other part of it might be the mental state of that prisoner at the time. There's many variables.

COMMISSIONER GONZALES: I'm not trying to push that issue, Sheriff. I'm trying to look for guidance from you. If you feel that the way it's written that we'll be able to assure that the facility stays safe from individuals coming in through your review and MTC's review, I'm fine with your assertion of that. But if there are ways that we could—all I'm asking if there are ways that the contract could be a little bit more fine-tuned so that these non-County inmates that the public or that the Commission would understand exactly what kind of inmates are they.

Maybe it's just a matter or quarterly or annually giving us some statistics as to the

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type of inmates that have been in and what they're offenses have been. I don't even know if we need that. I know in my discussions with the community there is concern, or there can be concern about the type of people that come in. I want to make sure that we have the internal controls. If you feel comfortable that that's in place, I'll go with what your recommendation is.

SHERIFF SISNEROS: Mr. Chairman, because of the reasons I stated earlier, that's about the only way we could do it. You have to rely on our experience and expertise or our stupidity for that matter.

CHAIRMAN DURAN: Okay, I think we've had enough discussion about this item and I'm going to take control of this meeting a little bit more right now. Commissioner Trujillo has to leave here in about an hour. We have still half the contract to go through so what I'm going to do is take each section and ask the Commission if they have any questions and we're going to take it that way. Are we through with page 24? Are there any questions on page 24? And if there's something that you really need to tell us about, if you don't mind jumping in and giving us an explanation. But if we're going to get through this contract with all of us here, we need to move along. Is that okay with the rest of you?

COMMISSIONER CAMPOS: I think that's appropriate. I think we're moving slowly.

CHAIRMAN DURAN: Okay, so on page 25, authority, use of force. Are there any concerns or questions the Commission has? I'll give you a few minutes to look through that.

How about page 26, HH, safety and security procedures?

COMMISSIONER TRUJILLO: On the safety and security procedures, will we have a safety officer? Will the contractor have a safety officer to make sure that there's compliance with OSHA standards and all the other federal requirements?

MR. MCCOTTER: Mr. Chairman and Commissioner Trujillo, we have a training and safety lieutenant that will be addressing all of the safety issues in the facility on a daily basis.

COMMISSIONER TRUJILLO: Where is says accessibility, to we have a stipulation in here regarding handicap accessibility and that sort of thing?

MR. YOUNGBLOOD: I don't know if there's any specific provision on accessibility, Commissioner. I apologize.

COMMISSIONER TRUJILLO: Are we going to include that? I think that the facility should be accessible to handicapped individuals.

MR. MCCOTTER: Mr. Chairman and Commissioners, it is my understanding, and again, we haven't had access to the facility, that it was actually designed to ADA standards and we're assuming that it is and that means that it is fully accessible and has handicapped accessibility. If that's not the case, we will be glad to work with the staff to determine what would need to be done to bring it in compliance with ADA, but ADA's been around a long time and I would really be surprised if it didn't meet

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all the federal ADA requirements.

COMMISSIONER TRUJILLO: I think that we need to include that in here, that there is actually ADA compliance. Americans with Disability compliance. We need to make sure that that's the case.

MS. MILLER: Mr. Chairman, Commissioner Trujillo, our facility is designed to ADA standards.

CHAIRMAN DURAN: I have a question on escapes. I've had some calls and I think a lot of the Commissioners have from people who live out there. In the past, there used to be a light that would go on whenever there was an escape so that those people that were driving home at night knew that something was amiss. I mentioned this to you a couple weeks ago. Did that get in here at all, or did you go over that with MTC?

MS. MILLER: Yes we did, Mr. Chairman. About the middle of paragraph a, MTC shall also notify the public through a County-approved emergency notification system. And that will be in place before they take over full operation.

CHAIRMAN DURAN: Okay. Any questions on page 26? On page 27, that fixed fee cost reimbursement, do you need to explain that to us at all briefly?

MS. MILLER: Mr. Chairman, Commissioners, what that is is if there is an escape, we're automatically reimbursed \$5,000 from MTC for our share of time in assisting with anything dealing with the escape.

CHAIRMAN DURAN: Okay. Any other questions on page 26?

COMMISSIONER GONZALES: Per inmate? Per escapee? Or per instance?

MR. MONTOYA: Mr. Chairman, per occurrence, I believe.

CHAIRMAN DURAN: Per occurrence per inmate, or just per occurrence?

MR. MONTOYA: Per incident is the language.

CHAIRMAN DURAN: Okay. What is an incident? Does that cover ten guys?

COMMISSIONER GONZALES: One guy or ten guys.

CHAIRMAN DURAN: One guy or ten guys, that's an incident.

MS. MILLER: Correct.

MR. MONTOYA: Could be, Mr. Chairman. Yes.

CHAIRMAN DURAN: Or if they all got up and left. Page 28, any questions, comments? Is this the advisory committee?

COMMISSIONER TRUJILLO: That's the one before, community relations.

CHAIRMAN DURAN: Just so that MTC has an idea of what commitment we've made to the community, we have agreed to put together an advisory committee. I forget what the make-up of it is. I think Councilor Chavez is part of that committee and I don't think there were—I wouldn't be concerned that we're out there trying to tell you how to operate the facility, but occasionally, we would want to visit and offer some suggestions, some insights and actually, the committee would make recommendations to

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the Commission and then we would in turn make these, have a meeting with you so we can address the concerns and issues that were brought up through the advisory committee. And hopefully work together on trying to resolve the issues and concerns. But we did make that commitment to the community.

MR. MONTOYA: Mr. Chairman, that is specifically on page 40 b.

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN DURAN: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Yes, and I think it's important to understand, I think the duties are under this community relations program here of the committee, and then further on, they talk about the community advisory committee being substituted for the community relations program committee described here. But I think, my understanding of it is that this is not an oversight committee; it's an advisory committee. There is statutory oversight that requires that we as County Commissioners make periodic visits, I believe it's twice a year.

CHAIRMAN DURAN: Voluntary visits.

COMMISSIONER SULLIVAN: To the—unannounced, to the facility, to both of our facilities, which we do. I see that responsibility as being one of oversight. We must then make a report to the judge on the results of our visits, which we do. And that's an important function and one I'm glad to participate in. The advisory committee is also extremely useful because very often there's a great deal of misinformation or non-information out in the public and providing that solves 90 percent of the problem.

But those are my, that's my understanding of the process.

MS. MILLER: Mr. Chairman, Commissioner Sullivan, just a note. This community relations committee is something that MTC has established in McKinley and they offered to do the same here and we said that we already have a commitment for the advisory committee. So we'd like to either merge that idea, but basically, that there would be one committee and they will work with whatever that committee is and it will contain members from the community.

CHAIRMAN DURAN: Okay, page 28, MTC equipment. Seems pretty standard language to me. On page 29—are there any questions on page 29. That deals with the effective date and term. This is for a two-year contract?

MR. MONTOYA: Three years, Mr. Chairman.

CHAIRMAN DURAN: Oh, three years. Okay.

MS. MILLER: Three years with the option to terminate after two.

CHAIRMAN DURAN: Okay.

MR. MONTOYA: Mr. Chairman, it is also important to note that there's 180 days written notice requirement.

CHAIRMAN DURAN: Okay. Then the inmate per diem rate. Has there been an increase in our per diem rate at all, or did this stay pretty constant with what we were paying?

MS. MILLER: Mr. Chairman, Commissioners, there is a definite increase

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in the per diem that we pay. It's a completely different structure. The way our current contract with Cornell works is it's \$14 a day for County inmates and then 93.5 percent of the revenue off of all non-County inmates goes to Cornell. This is a straight per diem, across the board for every inmate. This does not include all of our costs that are associated with debt service on the facility, oversight, management of County staff of the facility, capital purchases, things like that. Those costs are in addition to this cost. But this—so this is \$39 a day for a County inmate or a non-County inmate. In other words, we pay MTC the same amount per inmate no matter who it is, but then when we negotiate our rates with other agencies above and beyond this to cover our costs.

CHAIRMAN DURAN: So if the US Marshal, if we have inmates from the US Marshal, they would—it would be \$39 per inmate, plus whatever we were able to negotiate with them that would be their payment?

MS. MILLER: Mr. Chairman, for instance the US Marshals pay currently under their IGA \$65 a day. We would, out of that \$65, owe MTC \$39 for the care of the inmate and then our facility costs, which will be spread out over all of the inmates, would be what we'd use the difference between the \$39 and the \$65.

CHAIRMAN DURAN: So the County of Santa Fe is going to contract with the US Marshal, not MTC.

MS. MILLER: Correct.

CHAIRMAN DURAN: In the past, wasn't it Cornell that did that?

MS. MILLER: Not in this facility. Our bond requirements are that all contracts are with the County on this facility. In our old facility, that's true. The contracts could be with the operator and the other agency.

CHAIRMAN DURAN: But that difference between the \$39 and whatever the US Marshals Office pays is directly paid to MTC or the operator.

MS. MILLER: No. The difference is retained by the County and it is not profit. It goes to cover our costs associated with this facility, which range anywhere from \$2 million to \$3 million a year, not including the cost of the care of our inmates.

CHAIRMAN DURAN: Okay. So then it's a fixed fee that MTC gets per inmate.

MS. MILLER: Correct.

CHAIRMAN DURAN: And it increases a dollar for each contract year.

MS. MILLER: Yes.

MR. MONTROYA: Mr. Chairman, we could also point out that the overhead, or to pay the bond expense that we have, we'd have to collect about fifty bucks a day per inmate to break even.

MS. MILLER: Actually, it's more like \$58 a day per inmate, and that's on those beds. But then we still have debt service on the 300 to 320 beds that we cover. In total, it's anywhere between \$2.5 to \$3 million that we need to recover from that difference between the \$39 we pay the operator and whatever we charge other entities.

CHAIRMAN DURAN: So just for purposes of Councilor Chavez, what

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does it cost us per inmate, the hard costs to the County? Not the \$39, but what does it actually cost us per inmate?

MS. MILLER: Across the board, it's almost \$60 per inmate, including our debt service, our staff time, the cost of our operator. It runs approximately \$55 to \$60 an inmate, depending on the inmate population.

CHAIRMAN DURAN: Okay.

COMMISSIONER TRUJILLO: Mr. Chairman.

CHAIRMAN DURAN: Commissioner.

COMMISSIONER TRUJILLO: How does the revised schedule affect the bottom line cost of running, of operating the facility, compared to the previous contractor? What's the bottom line here?

MS. MILLER: Mr. Chairman, Commissioner Trujillo, one of the difficult things to see, the County's cost for, if you were to just look at \$39 a day for our inmates, is over \$4 million. Then we still have debt service and things like that. All of that needs to be covered by revenues off of the other beds in order for us not to have to put in more. It is all dependent on how many beds we fill with non-County inmates as to how it affects our bottom line and what the average pre diem of those beds is to the other agencies. Not the per diem to MTC but what we charge the other agencies to be in our facility.

And depending on the population, hopefully we can maintain a population between 600 and 625, that's including 310 Santa Fe County inmates, at an average per diem to the other agencies anywhere from \$55 to \$65.

MR. MONTOYA: Mr. Chairman, I think it's also important to note that on page 31, we have included an incentive to hopefully keep those beds full so that we're able to stay in budget and provide a full operation there.

CHAIRMAN DURAN: Any other questions on that section? If not, we'll move to Article VI, page 31. Any questions on Article VI, which starts on page 31. Page 32, local hiring preferences. So you will be trying to hire existing employees and try not to import from outside the community whenever possible? Thank you. Subcontracting and assignment, move to page 33, employee background investigations, non-discrimination, key personnel.

MS. MILLER: Mr. Chairman, I just want to point out the key personnel is where the County has oversight over who's selected as the warden and the deputy warden.

CHAIRMAN DURAN: What does that mean? We can say yea or nay?

MS. MILLER: Yes.

CHAIRMAN DURAN: Is that standard? It doesn't matter. Never mind.

MR. MONTOYA: It's a good provision to have.

CHAIRMAN DURAN: Default by MTC, page 33, 34. Then the rest is pretty boilerplate, isn't it? Opportunity to cure, the County's remedies, disputes. If you have any questions about these please let us know. On page 35, indemnification of the County.

MR. MONTOYA: Mr. Chairman, I want to point out that this section was

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very key to the concern from the Commission about indemnification and liability issues relative to the operation. So it's an important section.

CHAIRMAN DURAN: Was this—did Crane participate in any of this?

MR. MONTOYA: Mr. Chairman, he did at some point. He provided us a format, kind of a boilerplate and we used that to construct the contract, based on the negotiations directly with the MTC representatives.

CHAIRMAN DURAN: Has he seen this final draft?

MR. KOPELMAN: Mr. Chairman, he hasn't but we've actually improved upon his boilerplate. We negotiated this pretty vociferously and there were some interesting changes with MTC's counsel to get here. But I think we got what we needed here and I think it's certainly adequate in my view. And it gives us more than what Crane had suggested, to be honest with you.

MR. MONTOYA: Mr. Chairman, in their counsel's words, he said we beat them up pretty good.

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN DURAN: Commissioner Sullivan.

COMMISSIONER SULLIVAN: We wanted to make sure, or make clear the fact that the jail is being run by a private operator does not eliminate the County from the potential of lawsuits. If there's negligence at the facility, the County may very well be brought into a suit, in addition to the operator. Is that not correct, Mr. Kopelman?

MR. KOPELMAN: Mr. Chairman, Commissioner Sullivan, that's correct and the way the contract reads, the arrangement reads that if the lawsuit is based on the negligence or the actions or inactions of the operator, and we get named, they have an obligation then to defend us and to indemnify us if there's any judgement against the County. If the lawsuit is based in part upon the County's actions, then we could actually be liable if we've done something aside from their operation of the facility.

COMMISSIONER SULLIVAN: Typically looking for the deep pockets in any situation like this, we would assume that both the County and the operator would be named.

MR. KOPELMAN: Mr. Chairman, Commissioner, that's usually what happens. That's correct.

COMMISSIONER SULLIVAN: I just want to be sure the Commission, I'm sure they are, and the public that it doesn't abrogate our responsibilities to be active participants in this jail operation.

CHAIRMAN DURAN: So on page 36, waiver of defenses, property insurance, amounts and types of insurance. Page 37, indemnification still required.

COMMISSIONER CAMPOS: Mr. Chairman.

CHAIRMAN DURAN: Commissioner.

COMMISSIONER CAMPOS: Just a quick question, Mr. Montoya, you have under page 37, \$10 million for each occurrence and \$10 million aggregate. How did you arrive at that number as being adequate to protect?

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MR. MONTOYA: Mr. Chairman, we understand that that's the industry standard and also, we consulted several other contracts and also Mr. Crane to determine a reasonable amount and that seemed to be the appropriate amount, Mr. Chairman.

COMMISSIONER CAMPOS: You also have the same amount for civil rights. You think that's also a safe number?

MR. KOPELMAN: Mr. Chairman, Commissioner Campos, we do believe that it is adequate, yes.

COMMISSIONER CAMPOS: Do you have any umbrella coverage or anything in case you had a loss in excess of \$10 million? Would you have umbrella coverage?

MR. KOPELMAN: Mr. Chairman, Commissioner, it's possible. I don't remember now. I reviewed MTC's insurance certificates and I can't recall now whether they did have umbrella coverage beyond the \$10 million. I just don't recall off-hand but I can certainly get that information.

COMMISSIONER CAMPOS: Yes, I would like to know that.

MR. KOPELMAN: Okay.

CHAIRMAN DURAN: Then on page 38, additional covenants. Any questions? Commissioner.

COMMISSIONER CAMPOS: Can we go back to page 37, performance bond. Could you, Mr. Kopelman, could you tell us how this bond would protect us? In what ways?

MR. KOPELMAN: Mr. Chairman, Commissioner Campos, the way that would work is that if MTC defaulted under the contract and they were terminated or if they just walked, this was the amount that we calculated that would be necessary to give us the cushion to be able to draw down on until we either took it over ourselves or brought in another operator. So that's the general idea is to be able to enforce their, MTC's contractual obligations to operate the facility adequately.

COMMISSIONER CAMPOS: Thank you.

CHAIRMAN DURAN: Page 38, 39, 40.

COMMISSIONER GONZALES: Can I, just a quick question back on 39, the use of local suppliers and subcontractors. What's reasonable and how do we monitor that?

CHAIRMAN DURAN: Which one was that? Tell me again.

COMMISSIONER GONZALES: It's the use of local suppliers and subcontractors, MTC shall make reasonable efforts to purchase supplies for the facility from local businesses and to hire its subcontractors locally. I mean it's good language but how do you enforce it, how do you know if it's going to happen?

MR. KOPELMAN: Mr. Chairman, Commissioner Gonzales, I think as a practical matter, if MTC were going to purchase supplies from other than local businesses or hire other subcontractors, they would confer with us and let us know why they weren't going to be able to use a local subcontractor. And I think it's just a question of sitting

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down and saying, and them giving us a reasonable basis for why they couldn't. And if there's a dispute about it, then we need to deal with it and take it from there.

COMMISSIONER GONZALES: Mr. McCotter have you done an analysis of our community to see if our community can in fact support supplies and provide subcontractors to support services at our facility.

MR. MCCOTTER: We have not done a formal analysis. I used to live here for four years. I know a lot of the local contractors here in the area. Our policy at MTC is that we do as much business locally as we possibly can. We anticipate no problem here at all in the City of Santa Fe. You are very diverse. You have many businesses here. Only if it was just an outrageous price that we could get something so much cheaper someplace would we come to the County and request to go outside the County.

COMMISSIONER GONZALES: For your subcontractors, are you going to require the same of them, in the subcontractors that you have, utilize local businesses?

MR. MCCOTTER: Yes sir. Medical, food services, those areas likewise.

COMMISSIONER GONZALES: So is there language in here that requires you or basically you'll just, it's part of your standard procedure.

MR. MCCOTTER: It's part of our standards and procedures. We've always done this in all the areas we've worked in.

COMMISSIONER GONZALES: Great. If we can just send direction to staff to make sure—I believe Mr. McCotter, but to make sure that that's in there.

MR. MCCOTTER: I would just add to that that our track record historically with hiring is that we've hired 90 percent local everywhere we've operated. At least 90 percent. Normally more in excess of that. And we'll try, obviously to do the same here.

COMMISSIONER GONZALES: Thank you.

CHAIRMAN DURAN: Page 40, contract monitor, citizens advisory committee, reporting, policies and procedures manual. Page 41, quality control program, statistics, relationship with user agencies.

MR. MONTOYA: Mr. Chairman, I want to point out that on page 41, item E, that is a very important component and we believe from a staff level that this quality control program is going to assist the jail monitor to make certain that quality control systems are put in place at the facility and that they are monitored consistently.

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN DURAN: Commissioner Sullivan.

COMMISSIONER SULLIVAN: On page 40, policies and procedures manual. It says this includes without limitation and then it lists a number of things, inmate grievances and disciplinary actions, personnel policy and so forth. I'd like to see visitation added into those things that are required in the policies and procedures manual.

MR. MCCOTTER: We'd have no problem with that at all. It would normally be there.

COMMISSIONER SULLIVAN: It would normally be there regardless.

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CHAIRMAN DURAN: Page 42.

MR. MONTOYA: I wanted to add one additional comment to the question posed by Commissioner Campos. We checked the insurance documents that MTC has and they have coverage up to \$20 million, Mr. Chairman.

CHAIRMAN DURAN: Thank you.

COMMISSIONER CAMPOS: Does that mean we have to amend the contract or is that just part of the umbrella coverage?

MR. MONTOYA: Mr. Chairman, I would just say that it's additional coverage that exceeds the contract requirement.

CHAIRMAN DURAN: Okay.

COMMISSIONER CAMPOS: But if it's not in the contract, they could reduce it.

MR. KOPELMAN: Mr. Chairman, Commissioner Campos, the RFP didn't require anything above the \$10 million.

CHAIRMAN DURAN: Page 42.

MR. KOPELMAN: Mr. Chairman, just real quickly on the bottom of page 42, we had negotiated that the Sheriff request an additional sentence on the very bottom under furloughs and good conduct time that somehow got omitted here, but it basically required that the MTC would calculate the good conduct time and provide that to the Sheriff and then the Sheriff in accordance with state law would either approve it or not approve it. It's just a clarification and elaboration somewhat upon what's in there already.

CHAIRMAN DURAN: Okay. Page 43, 44 and 45.

MR. KOPELMAN: Mr. Chairman, also we had talked about and it didn't find its way in here a boilerplate provision regarding no third party beneficiaries to the contract, so that would be added in.

COMMISSIONER CAMPOS: Mr. Chairman.

CHAIRMAN DURAN: Commissioner.

COMMISSIONER CAMPOS: Page 44, item G, prohibition against assignment, Mr. Kopelman. It says basically notwithstanding the foregoing sentence, MTC may assign this contract to an affiliate or subsidiary or purchaser of substantially all the assets of MTC. If something should happen to MTC, they assign another company, Cornell or Wackenhut, I mean, can they do that? Is that what that means?

MR. KOPELMAN: Mr. Chairman, Commissioner Campos, the intent here was that if, for example, if MTC is taken over by another company.

COMMISSIONER CAMPOS: I understand the first part of the sentence, but the last phrase, or purchaser of substantially—they could be bought out by Cornell, or—

CHAIRMAN DURAN: Could we change that? Could we add something to that that would say that any assignment would have to have Board of County Commission approval, but said approval would not be unreasonably withheld.

MR. YOUNGBLOOD: I'm sorry. My office is in Texas and I'm just

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conditioned to say, "May it please the court" and I apologize for that. As far as we're concerned, yes, you can take out the entire second sentence, and just say any assignment has to be approved by the County as far as we're concerned.

CHAIRMAN DURAN: I think that we can't unreasonably deny it.

MR. YOUNGBLOOD: There's an element of reasonableness that permeates this agreement.

COMMISSIONER CAMPOS: This is a very unique decision to the Board, to exercise its discretion. If we feel that you're assigned to someone and they're not the group we want to operate, I think the County has to have a great deal of discretion in making that determination.

Absolutely.

COMMISSIONER CAMPOS: This, I think needs some fine-tuning.

COMMISSIONER SULLIVAN: Mr. Chairman, I think the suggestion from the counsel was a good one. Just delete the second sentence.

MR. YOUNGBLOOD: Period. And any assignment has to be approved by the County. Period.

CHAIRMAN DURAN: Does that sound fine? Thank you.

COMMISSIONER CAMPOS: Is that okay, Steve? Mr. Kopelman?

CHAIRMAN DURAN: Okay, page 45. What do you want, Sam?

COMMISSIONER CAMPOS: I have a question for Mr. McCotter. In the past with Cornell, they've had difficulty filling all their vacancies. There's been a lot of turnover. Sometimes, 20, 25 maybe even more. I'm not sure, that's what I've heard. How do you plan to deal with that issue?

MR. MCCOTTER: That is an issue that is literally countrywide in corrections. It's very difficult jobs that correctional officers go through. I've been dealing with that for 33 years. We're going to have an ongoing recruiting campaign from day one and work towards that. But the first thing we're going to do is actually we're going to hire in at higher salaries. We're going to do everything that we can to retain the current employees that are already trained by offering them a higher salary. Then obviously, the reason we negotiated the additions in the per diem rates is that we want to insure pay raises annually to those staff.

In addition to that, we have about a 30 percent payroll benefits package, which we hope will be attractive to retain employees with us in the long term. We have a good 410K plan that we offer our employees and we feel that with our benefit package coming in initially, we felt that because of the high cost of living in the Santa Fe area, the first thing that needed to be done is salaries needed to be increased. And we think that alone will help stem some of those that are now going to other opportunities, job opportunities and to other areas. So that's our first way of trying to combat losing good qualified correctional officers that are already here. We hope to retain as many of those as we possibly can.

COMMISSIONER CAMPOS: Another question. What is your plan for New Mexico? You have the facility at McKinley. If you get this facility—what is the

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MTC plan for New Mexico?

MR. MCCOTTER: Well, we love New Mexico and my heart's here. I've been here many times and we feel that if other opportunities present themselves we obviously would like to bid against competitors in other opportunities here in New Mexico.

We do not have anything else on the horizon. We are going to concentrate strictly on the Santa Fe and McKinley County here. There's nothing as we speak today that's out there that we're going after. We're going to concentrate first of all on what's here and try to improve everything here as much as we possibly can and make this a partnership that everyone is very, very happy with. And we feel we've already done that in McKinley County and we intend to do the same thing in Santa Fe County.

COMMISSIONER CAMPOS: One concern is conflicts. We view this facility as a regional facility and that's a long term—it seems to me that if for example, if you went to San Miguel County and got a contract with them or Taos County, that might be in conflict with Santa Fe County. What are your thoughts about that?

MR. MCCOTTER: I'm not sure, Commissioner, I understand the question again. Would you—

COMMISSIONER CAMPOS: Well, we view this facility as a regional facility. If an opportunity should open to MTC in San Miguel County, Taos County, Rio Arriba County, that might be a conflict with Santa Fe County. Would MTC pursue such—

MR. MCCOTTER: If we felt there was a conflict with Santa Fe County, the answer is no. You are our customer and we're going to work with you first before we pursue anything. And if we felt that it was in conflict with Santa Fe County, we would not pursue it.

COMMISSIONER CAMPOS: Thank you.

CHAIRMAN DURAN: Mr. Chairman. Mr. McCotter, let me just say by looking at your company profile, I'm impressed by the personnel and certainly the board of directors seems to have a lot of depth and in fact a lot of expertise in the area of education that's part of what attracts me to looking favorably at this contract is that prior to corrections, MTC was built on education principles and job corps principles and I'm hoping and expecting that those principles have found their way into the delivery of service in the area of corrections. Because as you note in your profile, you state that you want to continue to grow through a philosophy that includes providing inmates with needed educational components for a successful re-entry into society.

That's somewhat conflicting, because as you succeed in the latter part, where you're educating them and they're successfully re-entering into society, hopefully the recidivism goes down and your business goes away. It's kind of working your way out of the business. But I don't know necessarily, nor have I necessarily seen, but I hope it's just a matter of how you do your operations that the educational component of MTC has a very strong presence, a very strong influence out at our facility and it's not just a matter or warehousing. It's not a matter of minimizing costs so that you can show that the facility was a success but that you really live up to that philosophy.

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MR. MCCOTTER: Mr. Chairman and Commissioner Gonzales, you hit on the heart and soul of what Management & Training Corporation is all about. We took all of the core principles that we've been involved in for over 30 years and education and job training and vocational training in the job corps arena, which we think, obviously, we do that better than anyone else in the entire country. And we have more contracts with the federal government in job corps than anyone else. But we added the security component and brought in security experts into MTC to implement this. And we believe, we will not even bid a contract that warehouses inmates. We do not believe that. Education and those other programming elements that we have developed with this particular contract are absolutely essential to the basic values of MTC.

And we think that's what sets us apart in this arena from all of our other competitors. We may not ever be the low bid on a corrections contract because everything we bid, we add in all of these components of education, programming, drug and alcohol abuse, life skill components, because we do not want these people to come back. We stress that we're trying to change inmates' lives. And that's what we're all about. And that's the other reason MTC is not a publicly traded company. Once you become publicly traded, you then have to answer to those shareholders in growth and profit. If we don't grow any other facility in the next two years, that's fine with us. We will continue to develop the contracts we have in place and meet those standards and that's why we've never gone public.

COMMISSIONER GONZALES: What type of facility do you have at Post, Texas at the Giles W. Dalby Federal Bureau of Prisons?

MR. MCCOTTER: The Dalby facility is an 1100-bed medium custody facility for the Federal Bureau of Prisons.

COMMISSIONER GONZALES: What type of inmates are in there?

MR. MCCOTTER: It's unique. It's immigration type inmates. Illegal immigrants that have committed federal offenses in the United States and sentenced to do time in federal prison. All of them are illegal immigrants that we worked with in that particular facility. It's an 1100-bed medium custody facility.

COMMISSIONER GONZALES: I'm somewhat sensitive as you can imagine, to that issue, considering what the County, our experience last year in taking a look or seriously considering an INS facility here and what I've come to learn since that is that there is a flaw—and this is completely different from this. I'm just moving off for a quick second. But I do believe that the US immigration policy is flawed towards these illegal immigrants who find their way into the correctional system and that in many cases, these correctional systems are just warehouses for them until their deported.

But I would hope—and I don't want to take up your time but I would hope in this facility that it isn't just a warehouse facility for these illegal immigrants.

MR. MCCOTTER: We will be working with these people as long as we have them.

MR. MONTROYA: Mr. Chairman, before the staff makes its final

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recommendation, I would ask the Board to allow any interested party or citizen to make any comments relative to this proposed contract at this time.

CHAIRMAN DURAN: Are there any of you out there that would like to address the Commission? Would the first speaker please step forward and state your name for the record please.

VAL WHITLEY: Thank you, Mr. Chairman and Commission. My name is Val Whitley, 432 Alamo Drive.

CHAIRMAN DURAN: Excuse me, Mr. Whitley and all of you. I hope you're not planning to go through this contract item by item.

MR. WHITLEY: I'm not. I've had enough of that and I have to get going, so I'd like you to let go first here. I do have just some kind of general comments that I hope this Commission will have learned from our experience with Cornell. And I also have been asked to come here and express, although it's fantastic, the difference between this contract and the last contract that we had. It's an incredible improvement and I think this Commission and the staff has listened to the public and listened to a lot of concerned people that have to deal with this jail every day.

I'm a criminal defense attorney. I deal with the jail facilities in this town every day. I deal with how the judges deal with them, how law enforcement deals with them, and this is a vast improvement. So I want to throw that out there. I think they're also some problems. There's a lot of vagueness in this, but I think a lot of those can be ironed out if the Commission is truly committed to having an advisory committee that's going to have some effect, because there are going to be day to day problems and things that pop up that need to be addressed. And we've seen in the past that they were not addressed by Cornell and that the contract monitor that this Commission and the County chooses is going to be incredibly important to this process.

This whole process won't be any better than the last one if we don't have a court monitor that's truly disinterested, that's not attached to corrections, that's going to represent the people of the community and the County, both in looking at the financial part of it and also the citizens' rights and how they're treated in this jail, and I think there needs to be a total divorce from Cornell in that sense. I think there were a lot of employees that were very good employees that worked out there that should be looked at to be retained. I think if this company is going to be the one that gets this contract that they review the records and the grievances against people that worked out there, take the good and maybe not keep going with some of the employees that were bad. Take a close look at the administration. I think administration we had with Cornell in our prisons and jails was a major, major problem. I think the administration was not really willing to communicate, not really willing to listen to suggestions from the community.

And this is all well and good if this happens here, but this contract is, what's going to be important to it is the commitment for the advisory committee and the commitment that, because it's very vague. If you look at so many things are referring to operating standards. What are the operating standards. If any of you have actually looked at—what

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is it? the ACA standards are. Most of them are very vague and ambiguous standards. And one thing that we're concerned about in the legal community, which has not been handled well out here, which is an important concern is that a lot of, most of the people that are local citizens that are in the jail are not in their serving sentences. They're in there in the pre-adjudicatory phase or they've been accused of crimes. A lot of the reason they're in there, the people that are in there in that sense, are people that have no money to bond out. So we're looking at a lot of poor people being represented by the Public Defenders Office, and we're very understaffed.

But what we've had out here is an incredible problem with access, legal counsel access to the defendants that are in there, and most of the people that really are talking to attorneys in the jail, are people that are in the pre-adjudicatory phase. People that are serving sentences there aren't talking to attorneys that much. It's usually people that have pending charges and have not been found guilty of anything yet, have their full rights that they should have, and we don't have access.

The problem that we heard over and over and over and over again from Cornell was, it wasn't in the contract. We don't have the staff for that. And so I would ask this Commission, because I'm concerned here about this, that this, there's very little mention about attorney visits here. It just says per the operating standards. We would like to see that this Commission negotiate some more concrete standards and that any advisory committee include people from the courts and law enforcement and I understand law enforcement has had a lot of involvement here and that's wonderful. You can tell their involvement, but people that work with the courts. Perhaps even a judge's secretary that has to do the scheduling. And people from criminal defense attorneys and prosecutors that deal with the jail every day, need to be included because we have concrete suggestions to make that are going to help the whole system run more smoothly.

And one of those is that makes the system work is attorney visitation. It's a basic right of inmates. We have three visiting rooms out there for 625 inmates, which is a basic flaw in the design. That's all there is. And we have not been allowed 24-hour access, which we should have, because things, emergencies happen. Families are concerned, people are thrown in jail. It's just been recently that Cornell was even willing to have an officer assigned for attorney visits. I think that needs to be adequately staffed.

People are coming up here from Las Cruces, making an appointment to visit an inmate, only to come up here and find out that they're on count and so they can't be brought. Although we deal with that in our state facilities every day. Those people are put on out count, and there are ways to work through these problems. There's not been enough communication. I just hope that this company, if they come in here is willing to do that and there are people in the community that are willing to work with that and have concrete suggestions.

So those are just some of the things, but I'm concerned with the staffing for 580 people when we're talking that the County is really looking to create incentives so we can get up to 600 or 625 and keep that jail full. And that we've got a plan here, staffing for

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580. I'm concerned about that because that has been the recurring problem we've had over the last contract. Every time we turned around and said, What about the programs you promised? What about attorney visits? What about all these sort of things? What about the library? We don't have the staff for it and our contract doesn't make us have the staff for it. How many times did we hear that?

So I'm concerned about that staffing thing, but all in all, I think the main problem with this contract, along with all the good things in the contract, is it's vague on a lot of very concrete, day to day issues like attorney visits and the grievance procedures for inmates. But it's good to see that those have to be worked out. And what I would like to just ask a question about that, on the various things that we're saying have to be worked out within 30 days of entering the contract, for example the grievance, the policies and procedures manuals and things like that, is there going to be any input from the public on any of this stuff, the people that are actually involved in the process that understand what kind of grievances are made out there and the short shrift they're given now, for example?

CHAIRMAN DURAN: Mr. Whitley, why don't you do us a favor and provide us a list of suggestions that you have relative to tightening up some of the vagueness in this contract and when we sit down and review the policies and procedures and, actually, when we put the advisory committee together, you're more than welcome to participate in that and help us develop some programs with MTC that address your concerns and the vaguenesses that you perceive are in this contract.

MR. WHITLEY: Okay. But what I would like to do know, and I know several people that couldn't be here were concerned about is the vote that's going to be taken. Is there going to be a vote taken today to actually approve this contract without any more input?

CHAIRMAN DURAN: We're going to vote on whether to approve it or not approve it.

MR. WHITLEY: Okay. So any sort of tightening up or anything like that would be moot.

MR. MONTROYA: Mr. Chairman, I don't believe that it would be moot because I agree with the chairman that when we begin to put together the various procedures or processes that are indicated in the contract, I think then we'll reach out and ask for people to help us with the suggestions such as the chairman's request to you.

CHAIRMAN DURAN: If you have some specific suggestions to specific articles in this contract, please feel free to tell us what you think so we can make some decisions. We're making a decision today, unless the Board decides to table it.

MR. WHITLEY: Okay.

CHAIRMAN DURAN: But I didn't see in this contract anything that was alarming. I thought it was a pretty good contract. But maybe I didn't see something that you saw.

MR. WHITLEY: Well, I think I stated too that I actually do think it's a good contract. It's an amazing contrast between the last contract that we had. But again, a

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lot of it is going to be day to day details and I—maybe all it would require, and I would suggest, is that this advisory committee have some really teeth in it. That anything that they suggested wouldn't just be vetoed by a private company because it wasn't cost-effective.

CHAIRMAN DURAN: The advisory committee really doesn't have any teeth. This Commission is the one that has the teeth. The advisory committee will make their recommendations to us and if we as the Board believe that they're appropriate and changes need to be made, we'll make those changes.

MR. WHITLEY: Right. What I really meant by the advisory committee was that ultimately the County, the party that's entering this contract, would have some way to—I mean it's one thing talking about we're going to do this, but the problem we've had in the past is compliance. Hasn't that been the problem we've had in the past. People complain and complain and complain and there hasn't really been any teeth in the contract for compliance. I know Mr. Donatelli asked me to raise this because he couldn't be here today and he was provided in advance for this contract. One of the problems that he's consistently had over the years dealing with the state system, even dealing with the state system, not a private corporation, was that always falling back, well, it's in compliance with ACA standards. But then when they go to the ACA standards on attorney visitation, it's very vague. It says it should be what's reasonably adequate for the facility. Those are the kinds of things ACA says.

CHAIRMAN DURAN: In our last contract, we didn't have a provision for an advisory committee. It was inspections by the Commission itself and that was basically it, wasn't it? We were the oversight committee and now we have developed an advisory committee. So there is a difference from the last contract to this contract, from the last operator. The last operator wasn't required to give us the opportunity to have input into how they operated the facility. This particular contract allows us that and we made sure that in the negotiations with them that they provided that opportunity. I think that's why we have such a good contract.

MR. MONTOYA: Mr. Chairman, I simply wanted to point out a couple of other steps that need to actually occur here that allow for more input and more discussion. And that is that this contract still has to go to the Attorney General. If the Commission executes it today, it still has to go to the Department of Finance. So there's still several layers of review that this process needs to go through. And I think it's also important to mention to Mr. Whitley that it's not functional to put in day to day operations into a contract instrument because if you need to change that day to day operation, you have to bring the contract back to the Board to change it. Whereas we are proposing that we put together processes and procedures that can be done with the Manager and with the public. So, Mr. Chairman, that is conceptually why we chose not to do it that way and I hope Mr. Whitley sees the merit in that.

[Commissioner Trujillo left the proceedings at this point.]

MR. WHITLEY: No, I understand that every little detail can't but the

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process. That there really be a process. If there's something that needs to be changed, for example on the, if it comes back and their whole thing that's proposed by this company about what the grievance process is going to be and there's a lot of objection in the community, or amongst the legal community to that, what's going to be our recourse?

MR. MONTTOYA: Well, Mr. Chairman, I think there's a commitment from the administration and most definitely from the Commission that we will work to try to put the best process and procedure together that makes the most sense. And clearly I think the chairman has already enunciated the fact that the Commission is committed to making that process work, and that the lines of communication will definitely be open to those people that are interested in this issue.

CHAIRMAN DURAN: We need to move on this, Mr. Whitley. Is there anything specific that you would like for us to consider?

MR. WHITLEY: One thing, I would like to ask just one question and that's the question that's on all my colleagues' minds is how, what the process is going to be to choose the contract monitor. Is there going to be—is that a decision made by Commissioners?

CHAIRMAN DURAN: It's going out for an—I think my understanding is that we're putting together a job description and it's going to go out for an RFP.

COMMISSIONER GONZALES: A notice.

MR. MONTTOYA: Mr. Chairman, members of the Board, we have created a job description and it is under announcement as we speak. It's on its second week of announcement in newspapers and—

CHAIRMAN DURAN: I'm actually meeting with someone today that has expressed an interest in it.

MR. WHITLEY: And I had just one quick final question on the work release program and there's some problems with work release that hopefully can be addressed down the road, but there was no mention of an electronic monitoring program which we presently have in effect that Cornell is actually handling. And there's nothing in that about the contract and I was wondering about that.

MR. MONTTOYA: Mr. Chairman, Mr. Whitley, we are going to be negotiating that in the second tier of the contract, which is the juvenile contract. So we will address that as we bring that contract forward to you, Mr. Chairman.

CHAIRMAN DURAN: Oh, so the electronic monitoring will be a program that MTC is not involved in.

MR. MONTTOYA: Correct.

CHAIRMAN DURAN: Okay.

MR. WHITLEY: That's fine. Thank you.

CHAIRMAN DURAN: Thank you.

COMMISSIONER CAMPOS: Mr. Chairman.

CHAIRMAN DURAN: Yes.

COMMISSIONER CAMPOS: Just a statement to Mr. Whitley. I think

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we're very committed to having public input, your input. I think it makes things work better and I know there's some problems but I think we can work them out, and you have my commitment that I will work closely with you and other people that are interested.

MR. WHITLEY: Well, I appreciate that and I think this contract makes it clear that there has been a lot of listening to the concerns of the community and I appreciate that. Thank you.

CHAIRMAN DURAN: Next speaker please.

MITCH BUSZEK: Mr. Chairman, members of the Commission, my name is Mitch Buszek. I would like somewhere between two and five minutes and if I go over two minutes and you don't want to hear it—

CHAIRMAN DURAN: No, is there anything specific in this contract—

MR. BUSZEK: There are specific things, sir. First off, I would like to thank the Commission and the members of the staff for the work that's gone into this contract and the process. We've raised, the community has raised issues over the past year and I really feel very good about the good faith, time and energy that you all have put into it.

CHAIRMAN DURAN: Thank you. Can you direct us to the specific paragraph that you have concern with first?

MR. BUSZEK: Page 40 is a specific request. Item B is a citizens advisory committee. I would like to request that you eliminate three words from that section.

CHAIRMAN DURAN: I'm sorry sir. I was distracted here. Page 12?

MR. BUSZEK: I'm sorry, Page 40, item B is the citizens advisory committee. Now the context here is that MTC has offered to put together a community relations committee, which I applaud. I feel good about that. I would like to request you to eliminate the word "may" in the first line and the words "if created" in line four. Because this, the way it's worded right now sounds like you might do the advisory committee.

CHAIRMAN DURAN: So in the first sentence, you want it to say "The County may appoint..."

MR. BUSZEK: No, shall appoint. Because you've already passed that resolution that you were going to.

CHAIRMAN DURAN: Right. Okay.

MR. BUSZEK: And then on line four, at the end of the line, "if created." My commentary is that I don't see any conflict with that community relations committee that MTC would set up. I think if you eliminate those three words it's congruent with your action in the past on this item and that the details can be worked out as we go.

COMMISSIONER GONZALES: Mr. Chairman.

CHAIRMAN DURAN: Okay. Commissioner.

COMMISSIONER GONZALES: I guess my only point about that, Mitch, and I appreciate you bringing it forward is that the resolution, because it is a resolution that calls for the creation, could also be subject of this Commission or future Commissions be

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rescinded if they decided that they didn't want the jail advisory committee for whatever reason. And I'm assuming that the reason "may" is in there is that if in the effect, it was rescinded that it would still be in compliance with this contract without the contract forcing the issue if the Commission decided again that they did not want to continue having this committee.

MR. BUSZEK: I appreciate your response and I guess my concern is that, just from the County's standpoint, to have that advisory committee in place gives you that loop of recommendations to you.

COMMISSIONER GONZALES: I think it's important and as you know, I'm in support of that, but what I'm saying is that over the term of this contract this Commission will change and if when it changes, for instance when me and Marcos leave a year from now, that there may be an effort to do away with it. And if that's the case and the Commission supports it, then the contract language wouldn't necessarily require that. So we're not binding future Commissions from deciding or determining whether they want this or not.

CHAIRMAN DURAN: I frankly don't have a problem with changing either one of them. I think that we made a commitment to the community. I think we shall appoint an advisory committee and I think that putting "if created" does throw some doubt on whether or not we would do that. So I disagree with Commissioner Gonzales on that. I don't mind changing that in the contract. I guess I need to hear from the other two.

COMMISSIONER SULLIVAN: Mr. Chairman, I think legally, this is a contract between Santa Fe County and MTC. And it's not a contract between Santa Fe County and Santa Fe County. So we don't have to say in here what we are or what we aren't going to do. I think we've all been very clear on that resolution, where we stand on that issue and we've said by resolution that we intend to do that and in fact we discussed the timing of it to be as soon as the new operator was designated. So I think that's all there. I don't think we want to perhaps give MTC a reason to claim that we're in default in the contract because we haven't acted on a provision of the contract that we legally couldn't. It's word semantics, it's wordsmithing. I think if Mr. Buszek or any citizens are concerned about the commitment of this current Commission, I think the commitment is there to do that. Mr. Chairman, I would not support changing the language.

CHAIRMAN DURAN: This is a contract that we are entering into with our jail operator and they need to be aware that we are going to appoint a citizens advisory committee and there's no doubt that we're going to create it and if you want to be—this gives us an out when we've made a commitment to the community. And you, Commissioner Sullivan and Commissioner Gonzales have made that commitment along with all of us and why throw doubt on that commitment that we've made? They need to be aware that we are going to do that.

COMMISSIONER CAMPOS: Mr. Chairman.

CHAIRMAN DURAN: Commissioner.

COMMISSIONER CAMPOS: I agree with Commissioner Gonzales and

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Commissioner Sullivan. I don't think we need to change the language. I think this is a political decision. I think this Board is committed to this idea, but things may change. That's a political issue for the others.

CHAIRMAN DURAN: It's not going to change. So what's your other point?

MR. BUSZEK: Two other items.

MR. YOUNGBLOOD: Mr. Chairman, could I interrupt here on a point that deals with these committees. There are two entities described in this contract. It is the community relations committee at the front of the contract, and the citizens advisory committee at the end of the contract. They are both in there because MTC has successfully used the community relations committee in McKinley County. That language has worked well and that's why it's there. You have passed a resolution relating to the citizens advisory committee and that's why that language is there. What is intended is one entity of the public that will report to the County, not two different entities, and I want to make sure at least that was the intent of staff and MTC and that is certainly out intent. That is how we interpret this. And I want to make sure everyone understands it.

CHAIRMAN DURAN: Thank you. What's your next point, sir.

MR. BUSZEK: On the medical cost item—

CHAIRMAN DURAN: What page is that?

MR. BUSZEK: I don't have the page, but it was the \$500 per inmate per incident item. It's a budget request I think of Mr. McCotter.

CHAIRMAN DURAN: Right.

MR. BUSZEK: The contract language committed MTC to pay \$500 per off-premises visit to a facility. I'm just wondering if there's a budget line item that says how many \$500 items there are in the budget.

MR. MONTOYA: Page 12, Mr. Chairman.

CHAIRMAN DURAN: How can we guess how many people are going to get sick?

MR. BUSZEK: They should have something in their budget that says that it's ten people or 100 people.

CHAIRMAN DURAN: Well, if it's 100 people, that 101st person doesn't get treated?

MR. BUSZEK: That's always a budget question for the provider, I think, the contractor, is how much are they setting aside for that. I don't know. Is that a valid question?

CHAIRMAN DURAN: No, it's not a valid question. That's what Commissioner Campos said.

MS. MILLER: (Away from microphone) Mr. Chairman, it's covered by the subcontractor. It is in their fee, the contractors, to cover that cost and [inaudible] whether that cost is spread out over the entire per diem [inaudible]

MR. BUSZEK: So it's covered in the per diem rate.

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MS. MILLER: Yes. Yes. It's not a separate thing that we pay.

MR. BUSZEK: The third item, and this is my last item, is on page—it's the grievance item. I think it's page 22. And Commissioner Trujillo brought this item up earlier. My experience in grievance complaint processes and specific experience with the New Mexico Regulation and Licensing Department is that when you've got a grievance against somebody or something, the grievance best goes to a third party entity that can process that. I think I agree with Steve that we've come a long way in terms of improving the protocol and I guess that final step would be to have a third party entity, either the contract monitor, the advisory committee or the Sheriff be the one that collects and processes those grievances.

CHAIRMAN DURAN: Okay. I think the language where it says "and shall be reasonably acceptable to the County" gives us flexibility on that.

COMMISSIONER GONZALES: I don't know if it specifically states though, Mr. Chairman, it states here that MTC will develop and maintain grievance procedures. The question is who owns and who maintains the actual grievances? This identifies procedures, but what happens when an inmate need to file a grievance? Who are they filing that grievance with?

MR. KOPELMAN: Mr. Chairman, Commissioner Gonzales, that's part of the operation of the facility. The grievance gets filed with MTC.

COMMISSIONER GONZALES: So isn't there some merit to what Mr. Buszek is saying that if there's a grievance against MTC, which we're assuming that's why the grievance would be filed, that it would be filed with an independent—with the contract monitor or with the Sheriff? It seems that from a check and balance system that's more appropriate.

MR. KOPELMAN: Mr. Chairman, Commissioner Gonzales, the standard protocol in every facility, this is part of operations. We have the right to monitor how they deal with the grievance. That's an internal process they have. We are putting the contract monitor much more into this process than was ever done before. I think we need to see whether this is going to work or not. I think it will. If the contract monitor remains very active and is on top of the situation, and if MTC complies with the requirements, which is to immediately provide notice, the monitor then will be involved in the process, and if there are real serious problems in terms of how MTC processes the grievances, then it goes to the next step, which would be probably the advisory committee and the Commission.

So again, the key as Val Whitley indicated, I think in this contract, is having an active, competent, professional contract monitor. That's critical. If the contract monitor isn't able to do what we're expecting and anticipating, the contract is not going to work. That's correct.

MR. BUSZEK: My closing comment is thank you very much for your time and commitment to this process and thanks to staff. This is really extraordinary work.

CHAIRMAN DURAN: Thank you.

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MR. BUSZEK: Thank you.

CHAIRMAN DURAN: Next speaker please.

KAYLIN IGLOPEK: My name is Kaylin Iglopek. My address is 320 Calle Loma Norte, 87501.

CHAIRMAN DURAN: Are there specific paragraphs in the contract that you would like for us to—

MS. IGLOPEK: Well, I didn't take down specific paragraphs. I also want to say that I've been involved with government for my whole life almost, particularly on the state level, and I have been involved in getting people involved in issues. And I think the public is ready to speak, is one of the most important rights we have and the right to be heard, and the right not to be hurried, and the right, sometimes, not always, to be last so that we're only speaking to one or two people. So I'll make the best comments I can make. I feel that I should be allowed to say what I have to say.

And the first thing I want to say is that I'm a student of government and that I feel privatization should never, every have been entered in in the justice system. That the government should be responsible for our judicial system, through the courts, through the police, through the sentencing. And a lot of the problems of today's contract, and having to look at it so carefully is because we're trying to guarantee the rights that the citizens and this public body have and would have if we had a public system.

We have to define every accessibility to public documents, how often we can tour the prison, what public comments, whether this committee, can make, the advisory committee can make. Real changes or just give advice. Why should we ever lock out the public from a justice system? The whole belief of the public in our democracy and that it works is that it's an open system, and we're purposefully here closing out a whole branch to it.

The second item that concerns me about—overall, this is overall, not no individual pieces. So the first is are we defining clearly enough public assess here? There are parts where I don't think that we are. And we shouldn't have to fight for that access. Our justice system is a public policy system. We could not even make comments until today when the contract was being decided because the contract system is private. We can't get into the RFP system. So we have moved a public policy issue into a private arena.

The second concern that I have is basic humane treatment for prisoners. That really isn't addressed and I appreciated the comments that the gentleman made on the ACA standards, which are industry standards, not public standards, about the treatment of prisoners.

There was a question about solitary confinement. On the state level, this is a very serious issue. People are kept in solitary confinement up to two years or three years. So I think more should be defined about humane treatment of prisoners. Relating to diet, but mainly the confinement issue. And the visits are a part of this. We have no code of ethics, nothing in law about what is humane treatment of prisoners that I know of, and I don't think ACA standards cover that.

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I wanted to speak to the issue of out-of-state prisoners and other prisoners being brought into the prison. State law, House Bill 124 was mentioned. I didn't have it with me, but I think there is a question as to whether it covers County contracts with private prisons. I think it may only cover state contracts with private prisons and I think you need to look at that. Because on the state level, the issue of out-of-state prisoners' classification has been a very hot issue. Prisoners are moved very fast. I was just in Torrance County and they received something like 40 Hawaiian prisoners overnight. And for one person to have to screen all the classification, that is the Sheriff, and determine whether this person fits aptly into a County situation is a very big responsibility. And if misclassified prisoners were put in, and there was altercation and some inmates were killed or whatever, the County would have a very big liability.

Also part of that law was how the private contractor should respond if there is an emergency at the prison. And this is because of other incidents that have happened in state private prisons, and I don't think that's spelled out in this contract. It says the locality must be notified, but it sounds like after the incident. I think the state law required notification within 15 minutes or something, to the locality of an emergency situation.

The content of the education programs came up, but we never got that really clarified. You can have different levels of programs on alcohol and drug addiction and I think it would be, maybe not written into the contract but really good to have something to say about if there are other contractors dealt with about really look into which programs offer the best help.

The mental health programs were kind of passed over. Visitation policy wasn't too clear, especially since on the state level they've gone to a thing called video visits. Those are non-contact visits and the family visiting doesn't get anywhere near the prisoner; it's done by video as it implies. So what is allowed in the form of visitation?

The discussion about staff, it was said that if it cannot be covered by overtime, there's no limit that the overtime that the corrections officers may be allowed to do. The state is short 200 corrections officers right now. Many corrections officers are working double shifts and there is no limit. Only when the officers refuse because they're too exhausted to cover thing.

I also again want to say in the records accessibility, it still isn't clear to me what is public documents, there's some reference in there of what will be given to the County. Are those public? That is, I as a citizen, can come in and look at them, have easy access to them? Again, why would we want to keep the public out? Sadly, there are too few people that are really interested in public issues, and for those who are, every opportunity should be made.

And finally, there is—two people have spoken about the grievance procedure. I'm going to add my voice to that. How can you have a grievance procedure where the grievance is made against the entity that will rule on the grievance? That's a clear conflict of interest. And if you were a prisoner and you were being held in, and your treatment within prison depended on your behavior, would you even dare to make a grievance? I

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can't believe that we're shutting our eyes to that protection, human rights protection for people. And it doesn't sound like it was going to be changed.

Finally, about the community relations people, there refers to meetings between the community relations group and the prison officials. It does not say whether those meetings will be open to the public who are not members of that committee. And I do not think that combining the—community relations to me, community relations in this context sounds like public relations, which is quite different than an advisory committee. And I hope that an advisory committee would have some teeth in it. Again, again, the County are elected officials of the public and the public really has much to say. Thank you very much.

CHAIRMAN DURAN: Thank you. For the next few speakers, I just want to remind you that we're here today to discuss the request of authorization to enter into operation, management and maintenance agreement with Management & Training Corporation for the Santa Fe County Adult Detention Facility. I would like for all of you to speak directly to the issue.

KAREN MERRIWEATHER BAILEY: Mr. Chairman and Commissioners, my name is Karen Merriweather Bailey. I live at 1677 Cerro Gordo Road, Santa Fe. I want to commend you on having an open hearing where citizens can come and participate. I do not have a specific issue related to the contract, but a general issue and that is when I heard that we were going to have the hearing, my issue is about religion. It's about chaplains, it's about caring for the spiritual needs of these inmates.

When CCA was operating our detention facility, the warden was very open to the kind of work that we do to counseling and working with inmate. As a previous speaker said, most of the people in a detention center are waiting to be adjudicated. There's tremendous fear, anxiety, and they're waiting to hear what's going to happen to their lives. The academic programs and the training are very important but so is the spiritual. And one of the things that happened when Cornell took over is they basically shut us down. It got to the point where the program, not the individuals we were working with in the facility, but in management, they refused to even answer and return phone calls. We had several programs that we were working on and there was great enthusiasm from the staff but not from the administration.

And as a previous speaker said, there was not only poor access, there was no access. My request simply is that as you make these decisions, and I applaud your advisory committee concept, as you make these decisions, I would hope that you would keep this in mind and realize, as I'm sure you do, that there is a need for this kind of counseling also. That it can be interdenominational and that it doesn't need to be relegated to percentages because one denomination is larger than another that they have more access. But that just there is a way that those inmates who have these needs can have them addressed. And I thank you very much for all of your good work and I applaud what you're doing in your contract. Thank you.

CHAIRMAN DURAN: Thank you. Next speaker please.

MR. MCCOTTER: Mr. Chairman, for one minute, I'd like to respond to

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one of the previous speakers.

CHAIRMAN DURAN: I'm going to see if there's other speakers first and if there's—

COMMISSIONER SULLIVAN: Mr. Chairman, point of order. I think we want to let everyone speak and we're running into a time situation. We have executive committee coming as well here. We need to get to a vote.

CHAIRMAN DURAN: How many more of you would like to speak. Okay, I'm sorry, you're going to be limited to three minutes.

REGINALD WHITEHEAD: County Commissioners, my concerns I on page 16. My name is Reginald Whitehead, 1889 Camino Cabo, Santa Fe, New Mexico. Page 16, H, in regards to food services. My concern is the meals in which the inmates would be receiving, in the event of the property meal they would be receiving and are we prepared for such things as *e. coli*, a break-out of *e. coli* and etc. Would somebody comment on that?

COMMISSIONER GONZALES: How do we ensure, maintain the integrity of the food that's being served to the inmates? Are there standards that you use in buying your food, or—

MR. MCCOTTER: We have a full sanitation program, obviously. It is part of ACA standards that we will maintain. Once there is a break-out of any kind of problem involving some kind of something going through the facility, then it becomes a medical issue, and physicians would then dictate exactly what we would do from that time forward to make sure that we maintain the health of the inmates that are established there. It becomes a medical issue once something is identified. Prior to that, of course, it's a sanitation issue, which is part of our program and we have sanitation staff, food service staff to deal with those issues on a daily basis.

We have not had any problem like this in any of our other facilities but it's something that I think all of us that operate facilities always worry about those items.

MR. WHITEHEAD: I have reviewed this contract and sat here in this meeting and I would like to say that I think this is a very good contract, and I definitely as a citizen of this county would want Management and Training Corp. to have this contract. Thank you.

CHAIRMAN DURAN: Thank you. Next speaker please. Sir, I must remind you, you have three minutes. If you can go directly to anything in this contract you would like to change so that we can consider that.

RANDY MARVIN: My name is Randy Marvin, I'm a lieutenant at Cornell Corrections. Mr. Chairman, Commissioners, ladies, I would like to request one thing, since I deal with a lot of the online staff that's basically young and inexperienced, that they don't have the communications that they should have with administration due to the fact that being young and inexperienced and over the last two, three months, since I've worked shift work, 16-hour shifts out there, that a lot of the concern was to be real close to administration and the warden, deputy warden and assistant warden or senior warden,

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whatever they supply us with, is that they would like a spokesperson as a correctional officer to basically deal with situations and deal directly with the wardens at that time.

It seems that would probably be possible with the new MTC due to the fact that once they come across a situation and they are in front of the warden or assistant warden they seem to freeze up but once they are away from them, they have several issues, due to the fact they have some type of a spokesperson as a correctional officer there to basically help them out. Do you have anything of the sort? Of that?

CHAIRMAN DURAN: Is it working, Rudy? Sir, maybe you can come back over to the podium and then we'll let the representatives from MTC respond from where they are.

MR. MCCOTTER: Thank you, Mr. Chairman. We've always felt that we've had good communications in all of our facilities. We have open communications. We have regular staff meetings. We have, as I'm sure you do, shift meetings where hopefully, any issues can be brought up. We have never had a specific spokesperson that is designated as a spokesperson because we have three shifts, 24 hours a day and we feel that the way we operate our shift and our shift meetings and our training programs, the access, our warden and our other top officials that are in the facility on a daily basis. We hope that they will always be open with us and candid with us in suggestions and that we will have a good communications system throughout the facility on all shifts, all time, rather than trying to designate one person as a spokesperson.

I've run correctional facilities all over the country and I've never found that those types of systems work, where you have one person that's designated. They become bitch sessions and things of that nature. We'd like to have all the people available to speak at any time with the warden. He'll have an open door policy that anyone can come in and talk to him about any issue, regardless of who they are, administrative staff, correctional officers, whether they're in the chain of command, supervisors or not, we do maintain an open door policy that they have access to the warden at all times to express recommendations, concerns or whatever it might be.

MR. MARVIN: That's actually what I would like to hear. I wish MTC good luck with the contract. You have a lot of good officers, a lot of positive staff out there right now, looking for a change. You're very fortunate to have a good Undersheriff, the Sheriff here in Santa Fe as well as the Commissioners that we have here. So I think you're off to a good start. Hopefully, things will work out.

CHAIRMAN DURAN: Thank you.

COMMISSIONER SULLIVAN: And let me just understand your comment. You're a current Cornell employee?

MR. MARVIN: Correct, sir.

COMMISSIONER SULLIVAN: So you're talking about a procedure of communication between the employees. We've dealt with communications, grievance procedures and so forth with regard to inmates but you're bringing up what I think is a good question, good issue, and that is communications between employees of the operator

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and yourself. Is that your concern?

MR. MARVIN: Correct. For a good example, as I'm doing my shift, I'll bring up several issues but they'll only come up in front of the assistant warden, warden, and we're all there. And of course they ask any questions, nobody asks the questions due to the fact they don't want to say the wrong thing and maybe lose their job and so forth. So a lot of them were just requesting maybe we should get one spokesperson that we feel comfortable with that we can go for us and go ahead and talk with the warden, assistant warden and the administration. I don't know if that was possible or not.

COMMISSIONER SULLIVAN: Or, alternatively, one person within MTC that you felt comfortable with at any point in time. And ombudsman type person that you could go to without feeling that you'll get on the warden's blacklist as it were.

MR. MARVIN: What happens there is we have a lot of young staff too, a lot of unexperienced staff, a lot of people that really don't know how to communicate and authority kind of scares them a lot.

COMMISSIONER SULLIVAN: Do you feel that Mr. McCotter's direction sounds good?

MR. MARVIN: Yes, it does sound good. I'm a very positive person so I hope it does work out at that point. Time will tell.

COMMISSIONER GONZALES: Thank you. And thank you for everything you do at the facility. And please make sure you convey that to your officers. I think that does bring up an important component, Sam, at some point here, much sooner than later, that there's going to need to be a visit by yourself and members of MTC to begin the process of visiting with the staff to relay the assurances that this will be a positive change and that they won't have to fear too much for their jobs and I think if there's concurrence with the Commission we'd direct that to be done immediately if this contract is voted for.

MR. MONTROYA: Mr. Chairman, Commissioner Gonzales, I started that process this morning by discussing the issue with the sitting warden and some of the higher managers at the Cornell level. I also talked to Mr. McCotter and asked that if the Commission acts affirmatively on this contract today, that we attempt to schedule a preliminary meeting even later this afternoon to develop a procedure and a process to communicate with the staff at the facility.

COMMISSIONER GONZALES: Right. And I think the first thing, even sooner if possible is that there does need to be sent a statement to the staff indicating that the commitment by the new operator to hold them in place and to continue the training and these are people who work hard. They care about their families and change can be scary and we need to do everything we can in our power both from the operator and from management to our management to make sure that the officers out there feel comfortable that we're going to protect them and watch out for them as well.

MR. MONTROYA: Understood, Mr. Chairman and Commissioner Gonzales. We also understand that this is a difficult time for the employees and my earlier

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comments about the importance of a smooth transition go directly to those issues. Mr. Chairman, I want to thank all of the people that have contributed or made comments about the content of the contract. I want to point out to one speaker that the humane treatment of inmates is always the major goal, the major objective. We want to make sure that these people are treated with dignity and that they do have meaningful programs that are available to them as they go through the course of their sentencing.

Mr. Chairman, I also want to point out that at the County jail, there's no one that sits in that facility for any longer than 364 days and I also want to point out that communication is very, very important and we want to make sure that that is a major priority with the MTC management and the staff.

I also want to indicate to all of the contributors of comments and technical language and in particular I wanted to advise the one speaker that talked about the religious elements. There is a provision on page 17 in the contract that there will be a religious advisory committee formed that is representative of all the different religions in the community to make recommendations to management as to how to make certain that those religious functions and elements are protected and they're available to the inmates.

Mr. Chairman, with that, I would like to recommend to the Board of County Commissioners that you adopt the management maintenance agreement before you with Management & Training Corporation as amended during the course of this meeting, Mr. Chairman. I stand for any questions.

COMMISSIONER SULLIVAN: So moved.

COMMISSIONER CAMPOS: Second.

CHAIRMAN DURAN: There's a motion and a second. And that's amended with those amendments?

COMMISSIONER SULLIVAN: As amended. Yes.

CHAIRMAN DURAN: Changing "may" to "shall" and take out "if created?"

COMMISSIONER SULLIVAN: No, no. Not those amendments. The amendments that the staff has proposed.

CHAIRMAN DURAN: Okay. Any further discussion? Those in favor signify by saying "aye." [Unanimous] Opposed? Motion carries. [Commissioner Trujillo was not present for this vote.]

Good work.

MR. MONTOYA: Thank you very much.

COMMISSIONER GONZALES: One other question. I'm sorry. This might have been already addressed. I know we're putting it up for notice. Is it your intent, Sam, to actually have a recommendation—or actually this contract monitor is going to be like any other employee, which you're not going to make a recommendation to the Commission. You're going to make a decision, I'm assuming, on that. When will that contract monitor be in place?

MR. MONTOYA: Mr. Chairman, Commissioner Gonzales, my intent is to

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hopefully fill this position within the next 14 to 20 days.

COMMISSIONER GONZALES: Okay. Thank you.

V. B. MATTERS FROM THE COUNTY ATTORNEY

1. Executive session

a. Discussion of pending or threatened litigation

b. Discussion of possible purchase, acquisition or disposal of real property or water rights

Commissioner Sullivan moved to go into executive session pursuant to NMSA Section 10-15-1 (1) to discuss the matters delineated above. Commissioner Campos seconded the motion which passed upon unanimous roll call vote with Chairman Duran and Commissioners Campos, Gonzales and Sullivan all voting in the affirmative. [Commissioner Trujillo was not present for this action.]

CHAIRMAN DURAN: Excuse me, Mr. McCotter, you had a word?

MR. MCCOTTER: I merely wanted to thank the Commission and compliment you on strong, professional and might I say, aggressive staff.

CHAIRMAN DURAN: That was the question I was going to ask you. When they said that we beat them up pretty bad, I hope that you went back and read the contract again.

[The Commission met in executive session from 2:10 to 2:50.]

Commissioner Sullivan moved to come out of executive session having discussed only the matters outlined in the agenda, and Commissioner Campos seconded. The motion passed by unanimous voice vote. [Commissioner Trujillo was not present for this action.]

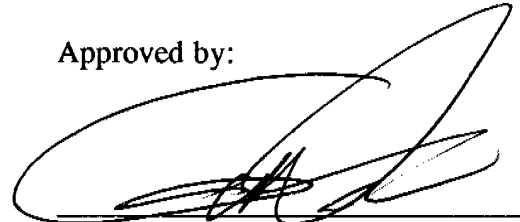
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ADJOURNMENT

Chairman Duran declared this meeting adjourned at approximately 2:50 p.m.

Approved by:

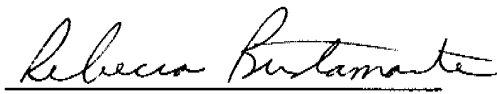


Board of County Commissioners
Paul Duran, Chairman

Respectfully submitted:

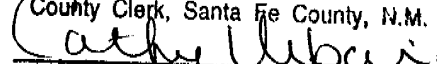

Karen Farrell, Commission Reporter

ATTEST TO:


REBECCA BUSTAMANTE
SANTA FE COUNTY CLERK

COUNTY OF SANTA FE 1170 } ss 465
STATE OF NEW MEXICO
I hereby certify that this instrument was filed
for record on the 29 day of Aug A.D.
20 01 at 2:25 o'clock P.M.
and was duly recorded in book 1965
page 196-865 of the records of

Santa Fe County
Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.


Deputy

