

**FIRST AMENDMENT
to
INTERLOCAL COOPERATION AGREEMENT**

THIS AMENDMENT No. 1, is made and entered into this 25th day of ~~April~~ 2014 by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico ("County"), and Polk County, Texas, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County and the Contractor entered into an Agreement (CCN 2013-0562) dated August 19, 2013, herein after referred to as the "Original Agreement", whereby the Contractor agreed to provide housing and care of certain inmates at the CONTRACTOR'S Facility for the Bernalillo County Metropolitan Detention Center (MDC); and

WHEREAS, the County and the Contractor wish to amend the Original Agreement with the amendment contained herein: and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Section 1.01 (HOUSING AND CARE OF INMATES)** of the Original Agreement shall be amended to add the following paragraph:

Contractor will comply with provisions of the Prison Rape Elimination Act of 2003 ("PREA"), codified at 42 U.S.C. Sec. 15601 et seq., and with all applicable PREA Standards and MDC Policies related to PREA for preventing, detecting, monitoring and investigating any form of sexual abuse within Contractor's facility. Contractor acknowledges that, in addition to "self-monitoring requirements" MDC will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA Standards and MDC Policies shall be considered to be an event of default and may result in termination of the contract.

2. **Section 1.02 (MEDICAL SERVICES)** of the Original Agreement shall be amended to add the following sentence:

Contractor shall contact the MDC medical provider as soon as possible to obtain approval for any non-emergency offsite medical procedures.

3. **Section 1.03 (MEDICAL INFORMATION)** of the Original Agreement shall be amended to add the following sentence:

Contractor shall provide a completed Transfer Health Summary Form for each inmate upon return to MDC. (exhibit 1)

4. **Section 3.03 (RENEWALS)** the County hereby exercises its option to renew the term of the Original Agreement for an additional one year term (August 19, 2014 to August 18, 2015).

5. **Section 4.03 (RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES)** of the Original Agreement shall be amended to add the following sentence:

Contractor shall provide all disciplinary reports, investigative reports, reports of sexual assault victimization, and other related documents for any inmate returned to MDC for behavioral reasons under this section.

6. **Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement, notwithstanding that all parties are not signatories to the original or same counterpart or that signature pages from different counterparts are combined and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. Execution of this Agreement may be evidenced by facsimile signature.

7. **Approval Required**

This Amendment shall not become effective or binding until approved by the Board of County Commissioners or its designee.

8. **Terms and Conditions**

Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this First Amendment, in which event, the terms and conditions of this First Amendment shall control.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County and Contractor have signed this First Amendment as of the date of execution by the County Manager below.

Signature and Execution:

POLK COUNTY, TEXAS

By: *John P. Thompson*
County Judge (As Authorized and Approved
by the Polk County Commissioners Court by
Order
Dated 3/25/14

Date Signed _____ :

Oragel Lewis
Polk County Auditor

Kenneth Hammack
Polk County Sheriff

ATTEST:

Schelana Walker
Polk County Clerk



BERNALILLO COUNTY, NEW MEXICO

By: _____
Tom Zdunek, County Manager (As Authorized
and Approved by the Bernalillo County
Commissioners on:
Date _____

Date Signed _____

Bernalillo County Attorney

Date Approved

ATTEST:

Bernalillo County Clerk

