

## NOTICE OF MEETING OF THE SAN LUIS FACILITY DEVELOPMENT CORPORATION

In accordance with section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of San Luis Facility Development Corporation and to the general public that the Board Members of the San Luis Facility Development Corporation will hold a **Regular Meeting on Wednesday, May 29, 2019 at 5:30 p.m.** The meeting will take place at City Hall in **Council Chambers**, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

**THIS NOTICE IS APPROVED BY:**

/s/ Kay M. Macuil, Attorney for the San Luis Facility Development Corporation

### AVISO DE JUNTA DE LA CORPORACIÓN

De acuerdo con los Estatutos del Estado de Arizona "A.R.S § 38-431.01", se le informa a los miembros de la Corporación San Luis Facility Development Corporation y al público en general que los miembros de la Corporación San Luis Facility Development Corporation, tendrán una **Junta Regular el día miércoles, 29 de Mayo del 2019 a las 5:30 p.m .** La junta se llevará a cabo en el **Salón Del Cabildo** ubicada en el 1090 E. Union Street, San Luis, Arizona 85349. El público está cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona "A.R.S § 1-602.A.9", sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona "A.R.S. §1-602.A.9."

**ESTE AVISO ES APROBADO POR:**

/f/ Kay M. Macuil, Abogada de la San Luis Facility Development Corporation

**AGENDA**  
**SAN LUIS FACILITY DEVELOPMENT CORPORATION**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, Arizona 85349**  
**MAY 29, 2019**  
**5:30 p.m.**

PLEASE TAKE NOTICE THAT BOARD MEMBERS MAY ATTEND THE MEETING BY TELEPHONIC COMMUNICATION

PLEASE TAKE NOTICE: *The Chair or Acting Chair may change the order of the items.*

PLEASE TAKE NOTICE: *If authorized by law and by a majority vote of a present quorum of the Board of Directors, an executive session will be held immediately following the vote in accordance with A.R.S. §38-431.03(A) and the meeting will be temporarily recessed while the Board retires to executive session which will not be open to the public.*

**1. CALL TO ORDER/ROLL CALL**

**2. CONSENT AGENDA**

All matters are considered to be routine by the Commission and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

**2. A. MINUTES OF**

Meeting held April 9, 2019

**3. DISCUSSION AND POSSIBLE ACTION ITEMS:**

**3. A. EXECUTIVE SESSION**

Vote to hold an Executive Session pursuant to A.R.S. §§38-431.03(A) subsections (3) and (4)

Discussion and possible action on any and all matters regarding action to hold an executive session pursuant to A.R.S. §§38-431.03(A) subsections (3) and (4) for discussion or consultation for legal advice with the Board's Attorneys in order to consider the Board Members' position and instruct the Attorneys regarding the ICE's proposed agreement. **(Kay Marion Macuil, Corporation's Attorney and Outside Counsel, Bill Sims)**

**4. MOTION TO GO BACK INTO REGULAR SESSION**

5. Discussion and possible action on any all matters regarding the proposed inter-governmental service agreement (IGSA) by the U.S. Immigration and Customs Enforcement (ICE). to pay to reserve a number of beds at the San Luis Regional Detention and Support Center. **(Kay Marion Macuil, Corporation Attorney)**
  
6. Discussion and possible action on any and all matters regarding Resolution NO. 2019-01. A Resolution of the San Luis Facility Development Corporation Board of Directors adopting and approving the entering into an amendment to the Facility Operation and Management Agreement with LaSalle Corrections, L.L.C. to add duties described in an Inter-Governmental Service Agreement with Immigration Customs Enforcement.  
**(Kay Marion Macuil, Attorney for the Corporation)**
  
7. **DISCUSSION ITEMS:**
  
7. A. Discussion and possible directions to staff on any and all matters regarding the progress on the Request for Proposals for Operations. **(Kay Marion Macuil, Corporation Attorney)**

8. **ADJOURNMENT**

*Suggested adjournment by President: "Since we have come to the end of the items on the agenda and there is no further business, the meeting is adjourned."*

**San Luis Facility Development Corporation**

**2.A.**

Meeting Date: 05/29/2019

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Summary

**MINUTES OF**

Meeting held April 9, 2019

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**Attachments**

2019-04-09 Minutes

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**MINUTES**  
**SAN LUIS FACILITY DEVELOPMENT CORPORATION**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, Arizona 85349**  
**April 9, 2019**  
**5:30 p.m.**

PLEASE TAKE NOTICE

- Board Members will attend either in person, telephone, or video conference communication.
- The President or Acting President may change the order of the items.

If authorized by law and by a majority vote of a present quorum of the Board of Directors, an executive session will be held immediately following the vote in accordance with A.R.S. §38-431.03(a) and the meeting will be temporarily recessed while the board retires to executive session which will not be open to the public.

**Swearing-in of new member Marco Pinzon.**

Swearing in of Mr. Marco Pinzon took place at approximately 5:47 p.m. Janet Taylor, Notary Public performed the oath of office/swearing in.

1. **CALL TO ORDER/ROLL CALL** President Jenny Torres called the meeting to order at approximately 5:50 p.m.

Name	Present	Absent
<b>Director Maria Gonzalez</b>	X	
<b>Director Joe Harper</b>	X	
<b>Director Marco Pinzon</b>	X	
<b>Vice President John Starkey</b>	X	
<b>President Jenny Torres</b>	X	

**Others present:**

**Kay Marion Macuil, City Attorney. Attorney for the Corporation**  
**Janet Taylor, Legal Secretary, Clerk of the Board**  
**Tadeo A. De La Hoya, City Manager**  
**Monica Castro, Finance Director**  
**Jonathon Dumadag, IT Department**

**2. CONSENT AGENDA**

All matters are considered to be routine by the Commission and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

## **2. A. MINUTES OF**

Minutes of the Annual Meeting held November 27, 2018.

**MOTION:** Director Joe Harper and Vice President John Starkey to approve minutes of the Annual Meeting held November 27, 2018. Motion passed unanimously.

### **The vote was as follows:**

Director Maria Gonzalez – Aye  
Director Joe Harper – Aye  
Director Marco Pinzon – Aye  
Vice President John Starkey – Aye  
President Jenny Torres – Aye

## **3. DISCUSSION AND POSSIBLE ACTION ITEMS:**

**3.A.** Discussion and possible action on any and all matters regarding election of a secretary. **(Kay Marion Macuil, City Attorney, Attorney for SLFDC)**

**MOTION:** Director Marco Pinzon and Director Joe Harper to appoint Maria Gonzalez as secretary. Motion passed unanimously.

### **The vote was as follows:**

Director Maria Gonzalez – Aye  
Director Joe Harper – Aye  
Director Marco Pinzon – Aye  
Vice President John Starkey – Aye  
President Jenny Torres – Aye

**3.B.** Discussion and possible action on any and all matters regarding Request for Proposal for Operations. **(Kay Marion Macuil, Corporation Attorney)**

Kay Marion Macuil Attorney for the Corporation explained that she and President of the board Ms. Torres went to the detention center to let LaSalle know that this was coming. Ms. Macuil discussed briefly that they spoke to the Warden and Assistant Warden and that they were fully expecting this since our operating agreement was for one (1) year. Ms. Macuil also discussed that we had not been out to bid since the very beginning and at that time there was only one (1) response, and that was CEC. Ms. Macuil discussed that in the past it has always been a rush situation to get an operator to keep it going and now during the good times we thought it would be a good time to request proposals and see what we might find.

Secretary Maria Gonzalez asked when the current contract was due and Ms. Macuil stated November 30<sup>th</sup> this year.

Director Joe Harper asked if LaSalle did not want to continue and Ms. Macuil responded, they do it was us that set the contract for a year.

President Jenny Torres stated that we decided at the last meeting is that we were going to give them a one (1) year contract and then we were going to go out to bid for proposals and test the market. President Torres also mentioned there is a small pool of operators and that we are making it very broad. LaSalle can submit the contract they have, or they can propose something different, and it is also good for transparency purposes. We need to do this for the bondholders. LaSalle has done a very good job and has been the best operators we have had.

Board members discussed briefly Emerald leaving and what a great job LaSalle has been doing and that having David Rivas running the place has been our saving grace.

Vice President Starkey stated that if LaSalle is okay with us going out to bid and they are not nervous than he was okay with that.

**MOTION:** Vice President John Starkey and Director Joe Harper to approve Request for Proposal for Operations. Motion passed unanimously.

**The vote was as follows:**

Secretary Maria Gonzalez – Aye  
Director Marco Pinzon – Aye  
Director Joe Harper – Aye  
Vice President John Starkey – Aye  
President Jenny Torres – Aye

**3.C.** Discussion and possible action on any and all matters regarding correspondence between ICE and the U.S. Marshals regarding bed space in the San Luis Regional Detention and Support Center. **(Kay Marion Macuil, Corporation Attorney)**

Attorney for the Corporation Kay Macuil briefly discussed correspondence between ICE and the US Marshals regarding bed space and how after all this time the Marshals are asking ICE to let loose of some of their beds, and the Marshals said no.

President Jenny Torres stated and briefly discussed that again we have to look at this long-term and we want to keep the employees employed. And that we also need to consider a guarantee of beds and keeping the facility open.

**4. ADJOURNMENT**

*Meeting adjourned at approximately 6:21 p.m.*

**San Luis Facility Development Corporation**

**3.A.**

**Meeting Date:** 05/29/2019

**Department Head:** Kay Macuil, City Attorney, Attorney's Office

**Submitted By:** Kay Macuil, City Attorney, Attorney's Office

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**ITEM:**

**EXECUTIVE SESSION**

Vote to hold an Executive Session pursuant to A.R.S. §§38-431.03(A) subsections (3) and (4)

Discussion and possible action on any and all matters regarding action to hold an executive session pursuant to A.R.S. §§38-431.03(A) subsections (3) and (4) for discussion or consultation for legal advice with the Board's Attorneys in order to consider the Board Members' position and instruct the Attorneys regarding the ICE's proposed agreement. **(Kay Marion Macuil, Corporation's Attorney and Outside Counsel, Bill Sims)**

**SUMMARY:**

The Board Members can be properly advised by holding an executive session for the purposes described in the agenda item.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO HOLD AN EXECUTIVE SESSION AS DESCRIBED IN THE AGENDA ITEM.**

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**San Luis Facility Development Corporation**

**5.**

**Meeting Date:** 05/29/2019

**Department Head:** Kay Macuil, City Attorney, Attorney's Office

**Submitted By:** Kay Macuil, City Attorney, Attorney's Office

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**ITEM:**

Discussion and possible action on any all matters regarding the proposed inter-governmental service agreement (IGSA) by the U.S. Immigration and Customs Enforcement (ICE). to pay to reserve a number of beds at the San Luis Regional Detention and Support Center. **(Kay Marion Macuil, Corporation Attorney)**

**SUMMARY:**

ICE proposes the attached Inter-Governmental Service Agreement (IGSA) 70CDCR19DIG000008.

As of the writing of this Agenda Item, the final draft is still in progress. We will provide the final version by the time of the meeting.

Currently, ICE's contracts through a rider on the U.S. Marshals' Service IGSA which is attached without all of its modifications over the years such as the current wage. Under the Marshals' IGSA, ICE pays for the number of beds they fill.

ICE proposes a separate direct contract with the San Luis Facility Development Corporation, ICE will pay for a minimum of 250 beds per day whether ICE uses them or not (with exceptions). If ICE goes above the 250, they will pay per bed.

As of the writing of this Agenda item, Warden David Rivas is reviewing the proposal from an operational standpoint and will share his comments before the meeting. He will be out-of-state at the time of the meeting but said he could be available by phone if the Board has questions of him.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE THE FINAL IGSA WITH ICE AS PRESENTED ON MAY 29, 2019.**

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**Attachments**

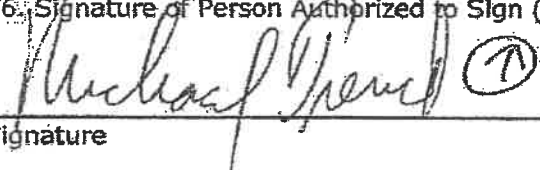

ICE IGSA

Marshals IGSA

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

**Detention Services  
Intergovernmental Agreement**

1. Agreement Number ODT-1-7-0002		2. Effective Date See Block 19		3. Facility Code(s) 602		4. DUNS Number 15-854-7752	
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division 2604 Jefferson Davis Hwy Alexandria, VA 22301				6. Local Government City of San Luis 406 North Avenue Yuma, AZ 85349 Tax ID#: 86-0376164			
7. Appropriation Data  15X1020				8. Local Contact Person Michael Trend, President			
				9. Tel: (928) 341-8520 Email: mtrend@cityofsanluis.org			
Services				Estimated Number of Federal Beds		Per-Diem Rate	
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.				11. Male 500		12. \$72.00	
13. Optional Guard/Transportation Services to:  <input checked="" type="checkbox"/> Medical Facility  <input checked="" type="checkbox"/> U.S. Courthouse				14. Guard/Transportation Hourly Rate: \$17.50  Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.			
15. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the body governing the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i>				16. Signature of Person Authorized to Sign (Local)  Signature Michael Trend Print Name President Title Date			
17. Prisoner and Detainee Type Authorized  <input checked="" type="checkbox"/> Adult Male  <input type="checkbox"/> Adult Female  <input type="checkbox"/> Juvenile Male  <input type="checkbox"/> Juvenile Female		18. Other Authorized Agency User  <input type="checkbox"/> BOP  <input type="checkbox"/> ICE  <input checked="" type="checkbox"/> U.S. CUSTOMS/ BORDER PATROL		19. Signature of Person Authorized to Sign (Federal)  Signature Mary Horsey Print Name Grants Specialist Title Date AUG - 3 2010			

Agreement Number ODT-1-7-0002

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Agreement Number ODT-1-7-0002

## **Authority**

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

## **Purpose of Agreement and Security Provided**

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) to house federal detainees with the Local Government at the **San Luis Regional Detention and Support Center** (hereinafter referred to as "the facility").

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

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees shall also be housed in a manner that is consistent with federal law and the Federal Performance-Based Detention Standards.

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

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

## **Period of Performance**

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

## **Assignment and Outsourcing of Jail Operations**

Overall management and operation of the facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government.

## **Medical Services**

The Local Government shall provide federal detainees with the full range of medical care **inside** the detention facility. The level of care inside the facility should be the same as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the facility to federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above-referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the facility to federal detainees. The Federal Government must be billed directly by the medical care provider **not** the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

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

Medical care for federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards ([www.usmarshals.gov/prisoner/standards.htm](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with USMS Inspection Guidelines, Form USM-218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical recordkeeping.

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

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

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medical record. Special requests for expedited TB testing and clearance (to include time-sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

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

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

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

### **Receiving and Discharge of Federal Detainees**

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

The Local Government shall not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

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

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

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### **Optional Guard/Transportation Services to Medical Facility**

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

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

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

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Optional Guard/Transportation Services to U.S. Courthouse**

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

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

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

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

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

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

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If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Special Notifications**

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

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

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

### **Prisoner Rape Elimination Act (PREA)**

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

### **Service Contract Act**

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: [www.arnet.gov](http://www.arnet.gov).

Federal Acquisition Regulation Clause(s):

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

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

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

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

### **Per-Diem Rate**

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

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

The firm-fixed per-diem rate for services is **\$72.00**, and shall not be subject to adjustment on the basis of **City of San Luis** actual cost experience in providing the service. **The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for thirty-six (36) months.** The per-diem rate covers the support of one (1) federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on the DSNetwork will be required before a new per-diem rate can be considered.

### **Billing and Financial Provisions**

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

Addresses for the components are:

**United States Marshals Service  
District of Arizona  
Sandra Day O'Connor U.S. Courthouse, Suite 270  
401 W. Washington Street, SPC 64  
Phoenix, AZ 85003  
(602) 382-8746**

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**U.S. Customs and Border Protection/U.S. Border Patrol  
Community Corrections Office  
National Finance Center  
P.O. Box 68908  
Indianapolis, IN 46268  
(317) 298-1200**

**United States Marshals Service  
Southern District of California  
U.S. Courthouse  
940 Front Street, Room B-150  
San Diego, CA 92101  
(619) 557-6620**

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

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

### **Payment Procedures**

The Federal Government will make payments to the Local Government on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

**City of San Luis  
406 North Avenue  
Yuma, AZ 85349**

### **Modifications and Disputes**

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

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

## Prisoner Rape Elimination Act Reporting Information

### SEXUAL ASSAULT AWARENESS

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

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

### Definitions

#### A. Detainee-on-Detainee Sexual Abuse/Assault

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

#### B. Staff-on-Detainee Sexual Abuse/Assault

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

### C. Staff Sexual Misconduct

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

### Prohibited Acts

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

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

### Detention as a Safe Environment

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

### Confidentiality

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

### Report All Assaults

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains,

medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

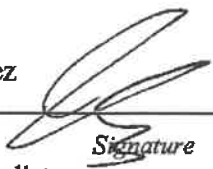
- Write a letter reporting the sexual misconduct to the person in charge of the United States Marshal. To ensure confidentiality, use special (legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file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

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

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

Confidential and a security matter  
do not disseminate

Published February 2008

1. MODIFICATION NO. Four (4) – see below	2. REQUEST FOR DETENTION SERVICES NO. 12-087	3. EFFECTIVE DATE OF MODIFICATION See Block 12B	
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DETENTION OPERATIONS 2604 JEFFERSON DAVIS HIGHWAY ALEXANDRIA, VA 22301-1025		5. LOCAL GOVERNMENT City of San Luis 406 North Avenue D San Luis, AZ 85349	
8. ACCOUNTING CITATION 15X1020		6. IGA NO. ODT-1-7-0002  7. FACILITY CODE(S) 6Q2	
9. ESTIMATED ANNUAL PAYMENT N/A		10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  The purpose of this modification is to:  1) Increase the Estimated Number of Federal Beds from 550 to 916.  2) Add the Bureau of Prisons (BOP) and Immigration and Customs Enforcement (ICE) to the IGA (see Page 2).  3) Correct the modification numbers for this IGA (see Page 2).	
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:			
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO U.S. MARSHAL	
12. APPROVAL			
A. LOCAL GOVERNMENT  _____ <i>Signature</i>  _____ TITLE DATE		B. FEDERAL GOVERNMENT  Jackie Gomez  _____ <i>Signature</i> Grants Specialist FEB 16 2012 _____ TITLE DATE	

- 2) Add BOP and ICE (continued from Page 1).

The billing addresses are as follows:

Bureau of Prisons  
Community Corrections Office  
U.S. Courthouse and Federal Bldg.  
230 N. First Avenue, Suite 405  
Phoenix, AZ 85004  
(602) 514-7075

Immigration and Customs Enforcement  
FOD - Phoenix  
2035 N. Central Avenue  
Phoenix, AZ 85004  
(602) 766-7030

- 
- 3) Correct the modification numbers for this IGA (continued from Page 1).

The modifications to this IGA that was effective 8/3/10 were numbered incorrectly. The correct numbers are as follows:

Modification No. 3 effective 11/30/10 is Modification No. 1.

Modification No. 4 effective 1/24/11 is Modification No. 2.

Modification No. 5 effective 2/4/11 is Modification No. 3.

**San Luis Facility Development Corporation**

**6.**

**Meeting Date:** 05/29/2019

**Department Head:** Kay Macuil, City Attorney, Attorney's Office

**Submitted By:** Kay Macuil, City Attorney, Attorney's Office

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**ITEM:**

Discussion and possible action on any and all matters regarding Resolution NO. 2019-01. A Resolution of the San Luis Facility Development Corporation Board of Directors adopting and approving the entering into an amendment to the Facility Operation and Management Agreement with LaSalle Corrections, L.L.C. to add duties described in an Inter-Governmental Service Agreement with Immigration Customs Enforcement.

**(Kay Marion Macuil, Attorney for the Corporation)**

**SUMMARY:**

This amendment is necessary as there are additional duties under the ICE agreement which LaSalle does not have under its rider with the U.S. Marshals' Inter-Governmental Service Agreement.

The documents will be provided at the time of the meeting.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2019-01.**

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**San Luis Facility Development Corporation**

**7.A.**

**Meeting Date:** 05/29/2019

**Department Head:** Kay Macuil, City Attorney, Attorney's Office

**Submitted By:** Kay Macuil, City Attorney, Attorney's Office

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**ITEM:**

Discussion and possible directions to staff on any and all matters regarding the progress on the Request for Proposals for Operations. **(Kay Marion Macuil, Corporation Attorney)**

**SUMMARY:**

The operating agreement with LaSalle Corrections expires December 1, 2019. On April 9, 2019, the San Luis Facility Development Corporation approved soliciting bids for operation of the San Luis Regional Detention and Support Center. The request for qualifications (RFQ) is open to arrangements that the respondents may wish to make. Please see the attached final Notice and RFQ.

We got the word out about the RFQ in these ways:

**Posted on the City of San Luis Website**

April 22, 2019, and continuing to the present.

**Published**

Yuma Sun on April 22, 23, 24, 25, 2019, four (4) consecutive days conforming to state statute.

Bajo El Sol on April 26, 2019

The Arizona Republic on April 22, 26, and May 1.

Direct Mailing to Operators

April 23, 2019, it was sent via FedEx

LaSalle,

GEO,

Core Civic (also by email on April 22, 2019)

MTC,

Immigration Center of America ( We contacted the Bond Underwriter, Mike Harling, and he gave us this new operator in the field.)

Jackie Crawford, Molasky Group, (Molasky Group develops facilities for government entities. Jackie Crawford is the former Director of the Department of Corrections for Nevada. She assisted with the initial RFQ)

**Email**

April 22, 2019, Hull Youngblood, former Emerald General Counsel

April 30, 2019, CGL Companies, which seems to a company that provides information to other companies (not in the detention business).

**Responses**

Responses are due July 1, 2019. So far, only MTC has requested more information. They asked for all

the prior operating agreements, which we provided by email on May 16, 2019.

**RECOMMENDATION / SUGGESTED MOTION:**

Discussion and possible directions to staff only, no action.

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