AGREEMENT FOR INMATE CONFINEMENT

BETWEEN THE COUNTY OF SANTA FE AND

THE PUEBLO OF SANDIA

THIS AGREEMENT is made and entered into this 15th day of October, 2009, by and between the Pueblo of Sandia, New Mexico, herein referred to as the "Juvenile Detention Customer", and the County of Santa Fe, hereinafter referred to as the "County".

WHEREAS, the Juvenile Detention Customer, is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation of the Correction Customer's ordinances, arrested by the Juvenile Detention Customer's law enforcement officials, or arrested by other law enforcement agencies within the Juvenile Detention Customer's jurisdiction; and

WHEREAS, the County is the owner of the Santa Fe County Juvenile Detention Facility ("SFCYDP") which has, from time to time, vacant Juvenile bed space; and

WHEREAS, the County is willing to incarcerate the Juvenile Detention Customer's inmates on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED by both parties as follows:

1. **PURPOSE.** The purpose of the Agreement is to establish terms and conditions under which the County shall accept and detain, on a space available basis, the Juvenile Detention Customer's inmates who may be delivered to SFCYDP, from time to time for incarceration.

2. **COMPENSATION.**

   A. **PER DIEM.** The Juvenile Detention Customer shall pay the County $154.35 per full day or partial day no matter how little time of a twenty-four day it constitutes, for each Juvenile Detention Customer inmate confined at SFCYDP. A day is a twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending 23:59:59 p.m. The per diem rate will increase each year beginning on July 1, 2010, in an amount equal to five percent (5%) of the then current rate.

   B. **BOOKING FEE.** A $20.00 booking fee shall in addition be charged for each inmate booked into the SFCYDP. The booking fee will also increase beginning each year on July 1, 2010, in an amount equal to five (5%) of the then current rate. If an inmate is sentenced to serve multiple weekends as part of his or her judgment and sentence, the booking fee will apply only to the initial booking.

   C. **OTHER COSTS.** As provided herein, Juvenile Detention Customer shall also be responsible for and pay all incidental and/or related costs as may be provided. The County

shall have the right of subrogation to seek reimbursement of any medical, dental, and/or pharmaceutical costs paid for or on behalf of Juvenile Detention Customer's inmates.

3. **BILLINGS.** The County shall bill the Juvenile Detention Customer on a monthly basis and shall provide the Juvenile Detention Customer a statement containing: the names of the Juvenile Detention Customer's inmates; their booking numbers and dates of incarceration; the total numbers and dates of incarceration; the total number of days billed; and the total Juvenile Detention Customer inmate costs for the month. The Customer will pay the bill within thirty (30) days of receipt. If a bill is not paid within forty-five (45) days of the billing date, a late payment charge of 1.5% of the original bill shall accrue per month and be owed to the County.

4. **RIGHT TO DISAPPROVE INMATES.** The SFCYDP Director shall have the right to disapprove the housing of any Juvenile Detention Customer inmate in the SFCYDP. Additionally, the SFCYDP Director shall have the right to discontinue housing of any Juvenile Detention Customer inmate if housing the inmate ceases to be in the best interest of Santa Fe County, as determined in the sole discretion of the SFCYDP Director. The Juvenile Detention Customer shall remove the inmate from the facility within seventy-two hours notice of a determination by the SFCYDP Director to discontinue housing of any Juvenile Detention Customer inmate.

5. **TRANSPORTATION.** The Juvenile Detention Customer shall be solely responsible for all transportation costs for its inmates to and from SFCYDP, including emergency transportation.

6. **INMATE POSSESSIONS.** The County will store all inmate personal property which is removed from Juvenile Detention Customer inmates upon arrival at SFCYDP.

7. **MEDICAL CARE AND PROVISION OF SERVICES.**

   A. **ROUTINE ON-SITE CARE.** The County shall provide routine on-site medical care, routine dental care, and routine mental health care for Juvenile Detention Customer's inmates while they are detained at SFCYDP.

   B. **PRESCRIPTION PHARMACEUTICALS.** The Juvenile Detention Customer will reimburse the County for any pharmaceutical costs for the Juvenile Detention Customer's inmates reflected on the monthly billing statement provided by the County to the Juvenile Detention Customer.

   C. **OFF-SITE CARE.** The Juvenile Detention Customer shall pay all costs of off-site medical, dental and mental health care of its inmates at any off-site medical facility. The County shall make arrangements with specialists or hospitals for the treatment of Juvenile Detention Customer's inmates with health care problems that may extend beyond the services provided on-site but in no event will the County be responsible for charges

incurred by Juvenile Detention Customer's inmates for off-site care. Juvenile Detention Customer shall be responsible for the cost of all medical, dental, and/or mental health care provided away from the SFCYDP, including the cost of transportation to and from the medical facility and the cost of providing security, on behalf of the Juvenile Detention Customer, during a hospital confinement, which shall be at the rate of $20.00 per officer, per hour. Juvenile Detention Customer will also be charged $.32 per mile for transportation to and from an appointment. Juvenile Detention Customer shall be solely responsible for providing security for Juvenile Detention Customer inmates for any period of hospital confinement exceeding 24 hours.

D. **SERVICES.** Nothing herein contained shall be construed to require the County to provide services, treatment, facilities or programs for any inmates confined pursuant to this Agreement which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed to require the County to provide services, treatment, facilities or programs to Juvenile Detention Customer inmates above, beyond or in addition to that which is required by applicable law.

8. **TERM.** This Agreement shall become effective when signed by both parties. The term of this Agreement is four years. Nothing in this Agreement shall be construed to require the County to house Juvenile Detention Customer inmates at the SFCYDP indefinitely.

9. **TERMINATION.** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the **Correction Customer must pick up its inmates within the 60-day written notice period or be subject to triple charges ($463.05) per full or partial day beginning on the 61st day.** The County is under no obligation to accept the Juvenile Detention Customer's inmates.

10. **FACILITIES AND EQUIPMENT.** Any and all facilities and equipment used by the County pursuant to this Agreement, and any amendment hereto, shall remain the property of the County or of any entity with whom the County may enter into an agreement for the use or lease of that entity's property or facilities. The Juvenile Detention Customer shall not be responsible for the maintenance, upkeep, or repair of any County facility or property used pursuant to this Agreement.

11. **ESCAPES.** In the event any Juvenile Detention Customer inmate escapes from the County's custody, the County will use all reasonable means to recapture the inmate. The escape shall be reported to the Juvenile Detention Customer. The County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and

borne by the County; however, the County shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

12. **DEATH OF AN INMATE.**

A. **NOTIFICATION.** In the event of the death of a Juvenile Detention Customer inmate in the custody of the County pursuant to this Agreement, the County Coroner shall be notified. The Juvenile Detention Customer shall receive copies of any records made at or in connection with such notification.

B. **AUTOPSY AND DISPOSITION OF INMATE'S BODY.** The County shall perform, or have performed an autopsy on the body of a Juvenile Detention Customer inmate who died while in the custody of the County. The County shall notify the Juvenile Detention Customer of the death of Juvenile Detention Customer inmate and furnish information as requested and follow the instructions of the Juvenile Detention Customer with regard to disposition of the body. Juvenile Detention Customer hereby designates Governor Stuart Paisano as the official(s) authorized to request from and provide instructions to the County regarding deceased inmates. The body shall not be released except upon written order of said appropriate official(s) of Juvenile Detention Customer. The written order shall be provided within three calendar days of receipt by Juvenile Detention Customer of notice of such death. All expenses related to any necessary preparation of the body and shipment charges shall be paid by Juvenile Detention Customer. With Juvenile Detention Customer's consent, the County may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Juvenile Detention Customer. The provisions of this paragraph shall govern only the relations between or among the parties to this Agreement and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

C. **DEATH CERTIFICATE.** Juvenile Detention Customer shall receive a certified copy of the death certificate for any of its inmates who have died while in the County's custody.

13. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create, and by entering into this Agreement, both parties do into intend to create any right, title, or interest in or for the benefit of any person other than the County or the Juvenile Detention Customer, and no person shall claim any right, title, or interest under this Agreement, or seek to enforce this Agreement as a third party beneficiary of this Agreement or otherwise.

14. **INSURANCE.** Juvenile Detention Customer shall secure and retain an insurance policy naming the County as an additional insured and providing coverage against all claims, losses, damage and/or damages arising from the services to be performed by the County under this Agreement, including without limitation claims based on alleged violations of civil rights, and coverage to protect the County against all claims actions, losses, damage and or damages

arising under this Agreement. Such insurance shall be issued by a company which is permitted to conduct business in the state of New Mexico and which shall maintain a rating of not less than "A:7" in Best's Key Rating Guide.

During the life of this Agreement, Juvenile Detention Customer shall maintain an insurance policy for the mutual protection and benefit of it and the County, naming the County and its agents and employees as additional insured to cover claims that may arise out of or result from the County's services under this Agreement, whether performed by the County or by a subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall provide coverage as follows:

For claims for damages because of any person as a result of an act directly or indirectly related to the employment of such person by the County in the amount of one million fifty thousand dollars ($1,050,000.00);

For claims for bodily injury including without limitation claims for vehicular liability, occupational illness or disease, or death of employees, with the following limits: ten million dollars (10,000,000.00) each occurrence and ten million dollars ($10,000,000.00) aggregate.

All insurance policies required under this Agreement shall contain a provision that the County shall receive written notice at least thirty days prior to the cancellation of any of the coverage's provided under the policies. Juvenile Detention Customer shall provide the County certificates of insurance evidencing the required insurance and showing the County as additional insured.

15. **WORKER'S COMPENSATION.** The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.

16. **SUBCONTRACTING.** The County may subcontract the services to be performed under this Agreement.

17. **RECORDS AND AUDIT.**

    A. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to inmate housing and booking records. Such records shall be subject to inspection by the Juvenile Detention Customer, the Department of Finance and Administration and the State Auditor.

    B. **Customer Information.** The Juvenile Detention Customer shall provide as requested all court and/or arrest documents necessary to justify the Juvenile Detention Customer's inmate incarceration and shall furnish any and all criminal histories of Juvenile Detention Customer inmates in custody at SFCYDP.

18. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

19. **SCOPE OF AGREEMENT.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. **REPRESENTATION AND WARRANTIES.** The County hereby represents that it is in compliance with the Americans with Disabilities Act.

21. **NON-DISCRIMINATION.** The County is an Equal Opportunity Employer.

22. **ACCESS BY JUVENILE DETENTION CUSTOMER.** The Juvenile Detention Customer, through permission of the SFCYDP Director, may inspect the conditions under which its inmates are detained at the SFCYDP. Access to SFCYDP shall be coordinated through the SFCYDP Director, the Jail Administrator or their designee.

23. **SEVERABILITY.** Should any part of the Agreement be determined invalid or unenforceable by a court, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

24. **NOTICE.** All notices called for or contemplated under this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or three days after mailing to each party by certified mail, return receipt requested, postage prepaid, addressed as set forth below:

Santa Fe County
ATTN: County Manager,
CC: Legal Department
P.O. Box 276
Santa Fe, NM 87504

The Pueblo of Sandia
ATTN: Stuart Paisano, Governor
PO Box 6008
Bernalillo, NM 87004

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Customer

Joe M Pruyn

Authorized Signatory

Date: 10/15/09

Joe M Lujan Gov.

Printed Title of Authorized Signatory

County of Santa Fe

Michael Amaya

Santa Fe Board of County Commissioners, Chairperson

Date: 11/10/09

Attest to:

Valerie Espinoza

County Clerk

Date: 11/10/09

Approved as to legal form:

L Banaes for SCR

County Attorney

Date: 9-14-09