

**CONTRACT BETWEEN SANTA FE COUNTY AND
SAN JUAN COUNTY FOR HOUSING OF JUVENILE DETAINEES
(GUARANTEED)**

This Contract is entered into by and between Santa Fe County, New Mexico hereinafter referred to as "**Guest County**" and the Board of County Commissioners of San Juan County, New Mexico hereinafter referred to as "**San Juan County**," effective upon the date of last signature of the parties. The parties hereto are authorized to enter into this Contract pursuant to state and local purchasing procedures for contracts of this type and amount.

The Parties acknowledge that the Prior Agreement entered into between the parties on July 1, 2021 for Housing of Juvenile Detainees is hereby superseded and replaced in its entirety upon execution of this Agreement.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1. PURPOSE. The purpose of this Contract is to provide for the housing of Guest County's juvenile detainees ("**Detainees**") in the San Juan County Juvenile Services Center (sometimes, "**Facility**" or "**Center**").

ARTICLE 2. DEFINITIONS. As used herein, the following terms have the following meanings:

- A. Day: a 24-hour period that begins at 12:01 a.m. and ends at 12:00 a.m.
- B. Bed: space and associated accommodation at the Facility for a single detainee.
- C. Bed Day: any day when a Detainee is housed at the Facility for any fraction of the 24-hour period.
- D. Guaranteed Bed: space and associated accommodation at the Facility for one (1) detainee that is reserved for detainees from Guest County.
- E. Non-guaranteed Bed: space for one (1) detainee and associated accommodation that may be available to Guest County beyond the number of guaranteed beds but is not reserved for Guest County.
- F. Guest County Detainee: any person who (i) has been apprehended by Guest County law enforcement officers (Guest County Sheriff's Office, City Police Department, and the New Mexico State Police making arrests in Guest County) for a violation of law and who has been placed in detention by a person authorized in Section 32A-2-10(B), NMSA 1978 pursuant to the criteria for detention set forth in Section 32A-2-11, NMSA 1978 or (ii) for whom a detention order has been signed by a Children's Court Judge.

ARTICLE 3. SCOPE OF WORK. San Juan County agrees to house, feed, and provide medical care to Detainees from Guest County at the Facility, subject to the terms and conditions of this Contract as follows:

- A. Guaranteed Bed Days. Guest County shall pay for, and San Juan County shall reserve for Detainees from Guest County, Six (6) beds per day ("**Guaranteed Bed Day**").
- B. Non-Guaranteed Bed Days. Space permitting and as determined in the sole discretion of

the Facility Administrator, Guest County may house more than Six (6) Detainees in the Facility on any given day ("Non-Guaranteed Bed Days"). Guest County shall pay a separate rate for each Non-Guaranteed Bed Day used in addition to the total monthly cost for Guaranteed Beds Days.

- C. San Juan County will provide and operate the Facility in accordance with and as required by law. Except as specifically set forth herein, San Juan County will provide security and medical care for Detainees.
- D. Upon reasonable notice to San Juan County, Guest County may inspect the Facility at prearranged times.

ARTICLE 4. ACCEPTANCE OF DETAINEES BY SAN JUAN COUNTY:

- A. PRIOR TO TRANSPORT. Guest County shall contact San Juan County prior to beginning transport of a detainee from Guest County to alert the Center of the detainee being transported and to determine space availability if required space will be in excess of the 6-bed guarantee. San Juan County may deny placement for any intakes that exceed the 6-bed guarantee if space is not available, and this will be communicated to Guest County prior to transport. As to each Detainee, Guest County shall provide San Juan County with information relating to the pending charge, a summary of known medical and mental conditions, and any other relevant information at the time of this initial contact. San Juan County may refuse to accept any Detainee if the Detainee's presence would create an unreasonable risk, regardless if the 6-bed guarantee has been met; Such decision to be made and communicated prior to Guest County beginning the transport. No refund for guaranteed bed space will be given if a detainee is refused or subsequently removed from the facility due to unreasonable risk. Once the detainee arrives at the Center, Guest County shall stay at the Center and assist as needed during the intake and booking process.
- B. ADMISSION. Upon arrival in the Facility, all Guest County detainees shall complete a medical and mental health screening evaluation during the booking process. The decision of further medical care will be based on the San Juan County Juvenile Services Center Policy & Proc. #J-11:
 - 1. *Any juvenile showing signs or symptoms of serious illness or injury shall be examined by the Juvenile Detention Center medical staff or by a physician at a hospital in Guest County; or, San Juan Regional Medical Center's emergency room, prior to being admitted to the San Juan County Juvenile Detention Center.*
 - 2. *No juvenile showing signs or symptoms of serious illness or injury shall be admitted to the San Juan County Juvenile Detention Center unless the juvenile has first been examined by the Juvenile Detention Center medical staff or a physician.*

If a Detainee does not meet the requirements of the Policy, then San Juan County Staff may refuse acceptance and admittance of the Detainee. In this event, the arresting department shall be responsible for transporting the Detainee, providing access to medical and mental health care, and obtaining written medical clearance for incarceration. Should San Juan County change the criteria it uses to determine medical admissibility into the Center, San Juan County will give Guest County notice, in writing, of the change in criteria before it goes into effect. Guest County shall inform the appropriate law enforcement agencies of this possibility.

ARTICLE 5. CARE OF DETAINEES:

- A. General Medical Care. Guest County is responsible for the cost of medical expenses of all Detainees held under the terms of this Contract, except that Guest County shall not be responsible for medical services provided by San Juan County's medical staff employees or contract medical staff for which San Juan County does not incur a per visit or per service charge. San Juan County may not deny Detainees access to medical care. San Juan County does provide limited medical care within the Facility and may expand medical care services during the term of this Contract. San Juan County shall not be responsible nor liable for the cost of Detainee treatment for any pre-existing sickness, illness or injuries including any medications prescribed for any pre-existing condition. In case of emergency and San Juan County is unable to contact the Guest County Manager or designee, San Juan County may seek emergency care for detainee but will notify the Guest County Public Safety Department Director or designee as soon as possible.
- B. Transportation. Guest County shall be solely responsible for transporting Detainees to and from the Facility for court (if court is outside of San Juan County) or out-of-San Juan County appointments.
- C. Guard at Hospital. San Juan County shall be responsible for a Detainee at the hospital should the Detainee be admitted or until a release order is obtained. When possible, San Juan County will notify the Guest County Manager or designee prior to the transport to the hospital. If the Facility is unable to guard the Detainee, it will contact the Guest County Manager or designee for other options. If San Juan County is not able to contact the Guest County Manager or designee, the Detainee must be guarded at the hospital, and San Juan County is unable to guard the Detainee, San Juan County will make arrangements for a security company to guard the Detainee and Guest County will reimburse San Juan County for actual charges incurred by the security company.

ARTICLE 6. DETAINEE RELEASE: Both parties agree that the release of Detainees shall be made only pursuant to an order of a Judge of the Children's Court or other Court of competent jurisdiction. Guest County juvenile detainees will only be released to an appropriate parent or guardian physically at the Center or in Guest County after notice of pending release has been communicated to the Guest County Transport Officer located in the Guest Sheriff's Office, or Guest County Manager's Office, to arrange for transport back to Guest County.

ARTICLE 7. COMPENSATION:

- A. Standard Monthly Invoice for Guaranteed Bed Days. Guest County shall pay San Juan County the sum of \$10,500.00 dollars per Guaranteed Bed Day per calendar month, invoiced on a monthly basis, regardless of the number of guaranteed bed days actually used. The total Standard Monthly Invoice Amount for Six (6) guaranteed beds shall be \$63,000.00 per month, regardless of the number of days in the month.
- B. Additional Invoice for Non-Guaranteed Bed Days. Guest County shall pay San Juan County the sum of \$475.00 dollars per Non-Guaranteed Bed Day used to the extent that the number of actual bed days used by Guest County to house its Detainees on any given day exceeds the number of guaranteed beds Guest County has reserved. This amount will be billed in addition to the standard monthly invoice. If there are no days throughout the month that Guest County houses more than 6 detainees on the same day, Guest County will not be billed for any "Non-Guaranteed Bed Days" for that month.

Examples (for a contract with two (2) guaranteed beds):

- i. If during a single month with 31 days, Guest County had two (2) Detainees housed at the Facility for the first 10 days, three (3) Detainees housed at the Facility for the next 10 days, and zero (0) detainees housed at the facility for the remainder of the month, Guest County would be billed for 10 non-guaranteed bed days in addition to the standard monthly invoice.

# Days	# Guaranteed Detainees Housed	# Non-Guaranteed Detainees Housed	# Bed Days Due Over Standard Monthly Invoice
10	2	0	0
10	2	1	10x1=10 days
11	0	0	0

- ii. If during a single month with 31 days, Guest County had one (1) Detainee housed at the Facility for the first twenty (20) days, two (2) Detainees housed at the Facility for the next nine (9) days, and four (4) detainees housed at the facility for the remaining two (2) days of the month. Guest County would pay for four (4) Non-Guaranteed Bed Days in addition to the standard monthly invoice.

# Days	# Guaranteed Detainees Housed	# Non-Guaranteed Detainees Housed	# Bed Days Due Over Standard Monthly Invoice
20	2	0	0
9	2	0	0
2	2	2	2x2 = 4 days

- iii. If during a single month with 31 days, Guest County had five (5) detainees housed at the Facility for the first day of the month and zero (0) detainees housed at the facility for the remainder of the month, Guest County would pay for 3 non-guaranteed bed days in addition to the standard monthly invoice.

# Days	# Guaranteed Detainees Housed	# Non-Guaranteed Detainees Housed	# Bed Days Due Over Standard Monthly Invoice
1	2	3	1x3 = 3 days
30	0	0	0

- C. Terms. San Juan County shall invoice Guest County on a monthly basis. All payments shall be due within 30 days of the statement date.
- D. Adjustments. The daily and monthly rates will automatically increase by 5% annually on the first of July.

ARTICLE 8. FORCE MAJURE. San Juan County will make every reasonable effort to ensure the guaranteed beds can be made available at all times, however, circumstances may arise that are outside of the control of San Juan County where space may be limited (e.g. fire, flood, staffing shortages, building maintenance issues, riots, pandemic, etc). If such circumstances arise and a Guest County detainee who would otherwise occupy a guaranteed bed must be turned away or removed from the Facility, such decision shall be at the sole discretion of San Juan County. San Juan County shall not be in default of any obligation under this Agreement, however, and a prorated amount of the monthly guaranteed bed fee for the remainder of the month will be credited to Guest County. The refund amount will be determined based on the number of Guest County detainees that were turned away or removed from the facility and the number of days remaining in the month. -

ARTICLE 9. TERM: This Contract is effective upon the date of last signature of the parties and is in effect until terminated pursuant to Article 10 of this Contract.

ARTICLE 10. TERMINATION: This Contract may be terminated by either party without cause upon thirty (30) days' written notice sent to the individuals identified in Article 29.

ARTICLE 11. GOVERNING LAWS: This Contract is governed by local, state, and federal law. Both parties shall comply with the terms and conditions of the federal, state and local laws applicable to Juvenile Services as those apply to the activities of each.

ARTICLE 12. ASSIGNMENT: San Juan County shall not assign or transfer any interest in this Contract nor assign any claims for money due, or to become due, under this Contract without prior written approval of Guest County.

ARTICLE 13. SUBCONTRACT: San Juan County may subcontract any or all services or operations of the Center, subject to approval of Guest County, said approval not to be unreasonably withheld, as well as approval of any necessary contractual adjustments.

ARTICLE 14. RECORDS:

- A. San Juan County shall maintain adequate and satisfactory booking and custody records and accounts, including records of offenses classified by type of offenses and arresting agency.
- B. San Juan County shall provide one copy of an invoice to Guest County on a monthly basis as a condition precedent to receiving full payment for the detention, housing, care, and feeding of Detainees. The invoice shall include the Detainee's name, intake date, and release date (if applicable) and any charges in addition to the daily rate shall be itemized. As a condition precedent to paying any itemized charge, Guest County may request supporting documentation for the charge.
- C. Both parties shall keep a strict accounting of all receipts and disbursements on this Contract. Such records shall be available for inspection by the parties during business hours at the office of the respective parties.

ARTICLE 15. AMENDMENTS: This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties.

ARTICLE 16. WAIVER: Any waiver of breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by either party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other provided herein or by law.

ARTICLE 17. MERGER OF CONTRACT: This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Contract. No prior statements, representative promises, or agreements of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

ARTICLE 18. SOVEREIGN IMMUNITY: San Juan County and Guest County and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense(s) and/or do not waive any limitation(s) or liability pursuant to the New Mexico Tort Claims Act. No provision in this Contract modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to San Juan County, Guest County, and their public employees.

ARTICLE 19. LIABILITY: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Each party shall be solely responsible for the defense and satisfaction of any claim, suit, judgment, or settlement, including costs and attorneys' fees, based upon the conduct of its employees. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -30 (1976).

ARTICLE 20. CO-PARTNERS: Nothing herein contained is intended or should be construed in any way to create or establish the relationship of co-partners between the parties or to establish either as an agent, representative, or employee of the other for any purpose or manner whatsoever. Neither party nor its employees shall accrue leave, retirement, insurance, or any other benefits afforded to employees of the other as a result of this Contract.

ARTICLE 21. THIRD PARTY BENEFICIARIES: It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of this Contract to create the public or any other member thereof a third-party beneficiary or to authorize anyone not a party to this Contract to maintain pursuant to the provisions of this Contract a suit of any nature based upon this Contract.

ARTICLE 22. EQUAL OPPORTUNITY COMPLIANCE: San Juan County agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations and executive orders of the Governor, San Juan County agrees to assure that no person will, on the grounds of race, color, nation origin, sex, age, or disability, be excluded from employment.

ARTICLE 23. BREACH OF CONTRACT: Any action brought to enforce this Contract or for its breach shall be tried only by the Court, and jury trials shall not be allowed. Venue shall be proper only in San Juan County, New Mexico.

ARTICLE 24. LIMITATIONS OF LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under the Contract or any renewal thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

ARTICLE 25. INSURANCE: Both San Juan County and Guest County will maintain liability insurance or qualify as a self-insured entity, as required by law.

ARTICLE 26. PROCUREMENT CODE: The Procurement Code, NMSA 1978, Sections 13-1-21 through -199 (1979), imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities, and kickbacks.

ARTICLE 27. SEVERABILITY: If any clause or provision of this Contract is held to be illegal, invalid, or unenforceable, then it is the intention of the parties hereto that the remainder of this Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of this Contract can no longer be carried out by either party, this Contract is voidable and no damages shall accrue to either party.

ARTICLE 28. NOTICE TO PROCEED: It is expressly understood that this Contract is not binding upon either party until approved and signed by both parties

ARTICLE 29. NOTICES:

Invoices shall be sent by email. Guest County shall provide a preferred email address(es) to San Juan County by emailing the San Juan County Juvenile Services Center Director at bmbelt@sjcounty.net no later than 15 days after effective date of this agreement. The preferred email address may be changed anytime during the contract term by emailing the Director.

All other correspondence or notices shall be sent to:

For Guest County:
Santa Fe County Manager
102 Grant Avenue
Santa Fe, NM 87504

For San Juan County:
San Juan County Manager
100 S. Oliver Drive
Aztec, NM 87410

ARTICLE 30. DUPLICATE ORIGINAL DOCUMENTS: This document shall be executed in no less than two counterparts, each of which shall be deemed an original.

SAN JUAN COUNTY, NEW MEXICO

By: Mike Stark
Mike Stark, County Manager

Date: 7/25/24

APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY

By: Ellen Wayne

Approved By: Bowen Belt
Bowen Belt, Director
Juvenile Services Center
San Juan County

SANTA FE COUNTY, NEW MEXICO

By: Gregory S. Shaffer
Gregory S. Shaffer, County Manager

Date: 8/13/24

APPROVED AS TO FORM ONLY
SANTA FE COUNTY ATTORNEY

By: Roberta D. Joe for J.Y. 7/31/2024