

FY-2027

SANTA FE COUNTY
INTERNAL PURCHASE REQUISITION (IPR)

FUND-COST CENTER-ACTIVITY:
REQUISITION NUMBER:
PURCHASE ORDER NUMBER:

247-1870-426

Ship To Code	DEPARTMENT / DIVISION :	Corrections
AJ	The Following Items to be Used On/At (Location):	

Enter address if different than Ship To Code Address Above		VENDOR #	VENDOR INFORMATION	VENDOR INFORMATION	VENDOR INFORMATION
SANTA FE COUNTY		24654	1st Quote (If Applicable)	2nd Quote (If Applicable)	3rd Quote (If Applicable)
ATTN:	Name:	<i>Dona Ana County</i>			
Adult Detention Facility		Address 1:			
28 Camino Justicia		City, State, Zip:			
Santa Fe, NM 87508		Contact / Phone 1:			
Requested By:	Richard Roybal	Contact / Phone 2:			

Line No.	DESCRIPTION (Note Unit Type Cost [ea, dz, pair, etc.])	LINE ITEM	Qty	Unit Cost	AMOUNT	Qty	Unit Cost	AMOUNT	Qty	Unit Cost	AMOUNT
1	Open Encumbrance for housing of Santa Fe County juveniles	73-07	1	\$5,000.00	\$5,000.00						
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											

Approval For Requisition	SUBTOTAL	\$5,000.00		
	SHIPPING/HANDLING			
	TAX (Services Only)			
	TOTAL CHARGES	\$5,000.00		
	<i>REQUESTOR CERTIFIES THIS REQUEST HAS BEEN PROCURED AT THE BEST OBTAINABLE PRICE.</i>			
Date Completed by Requestor:				
DATE SUBMITTED TO REQ CREATOR				
Date:				
Creator Name:				

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
DOÑA ANA COUNTY AND SANTA FE COUNTY
REGARDING THE HOUSING OF JUVENILE DETAINEES**

This Agreement is entered into this 16th day of April 2026, between the **Board of County Commissioners of Doña Ana County, New Mexico**, hereinafter referred to as "Dona Ana", and **Santa Fe County, Santa Fe County Adult Detention Facility**, hereinafter referred to as the "Sending County", both political subdivisions of the State of New Mexico and referred to collectively as the "Parties."

WHEREAS, NMSA 1978, §33-6-7 provides, "In those counties without juvenile detention homes, if the district judges of such counties shall determine it advisable that a juvenile within such counties should be transferred to a juvenile detention home for safekeeping or detention, and the board of county commissioners of the county in which the juvenile detention home is located agree [agrees] to said transfer, the county from which said juvenile is transferred shall bear the expense of the maintenance and upkeep of said juvenile in the juvenile detention home"; and

WHEREAS, NMSA 1978, §33-6-8 provides, "When it is deemed advisable by the judge of the district court of a county that does not have a juvenile detention home, that juvenile delinquents in his county be transferred for safekeeping or detention into juvenile detention homes located in other counties, then for the purpose of maintaining them in the juvenile detention homes there shall be budgeted by the county commissioners of the county in each year, sufficient funds to provide for the keeping of such juvenile delinquents in juvenile detention homes"; and

WHEREAS, Santa Fe County desires to make provision with Doña Ana County for the detention of minors or juveniles who are in the criminal custody of Santa Fe County. **NOW THEREFORE**, the Parties agree as follows:

I. DEFINITIONS

- a. **"Authorized party"** means the sending county or state employee with the authority to make decisions for the housing of the juvenile.
- b. **"Facility"** means the juvenile detention center of the receiving county.
- c. **"Juvenile"** means an individual who is under the age of eighteen (18) years over whom the sending county has the legal jurisdiction.
- d. **"Receiving county"** means the county wherein the juvenile detainee shall be housed pursuant to the terms of this Agreement.
- e. **"Sending County"** means the county wherein the delinquent act of which the juvenile detainee is accused is alleged to have been committed.

II. SERVICES

1. BASIC SERVICES

It shall be the responsibility of the receiving county to confine and supervise juvenile detainees committed to or in the custody of the Sending County at the receiving county's detention facility (hereinafter "Facility"). The receiving county shall provide to such juvenile detainees' care, to include the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the New Mexico Juvenile Detention Standards, 8.14.14 NMAC, common to juvenile detention facilities in New Mexico. The receiving county retains the right to refuse the admission of any detainee for any reason.

2. MEDICAL SERVICES

- a. The Sending County **will not** deliver to the Facility detainees who are:
 1. afflicted with air or bloodborne pathogen diseases;
 11. rejected by the receiving county upon initial medical screening.
- b. The Sending County **will:**
 1. Upon delivery of a detainee to the Facility, if applicable, furnish to the Facility a complete medical packet containing the medical history of the detainee. If the detainee does not meet qualified conditions, the Facility may refuse the detainee.
 11. Pay any medical expenses incurred, including without limitation, medically related transportation or security.
- c. The receiving county **will:**
 1. Provide detainees from the Sending County who require removal from the Facility for emergency medical services with the same medical care and services provided to detainees of the receiving county;
 - ii. Notify the Sending County of emergency situations as soon as practicable.

3. TRANSPORTATION

Transportation is the responsibility of the Sending County. The Sending County shall transport detainees to the Facility; return detainees who are not accepted into the Facility; transport detainees to and from scheduled Court appearances; and transport detainees to and from medical appointments. Should the Sending County request the receiving county to provide transportation, the Sending County shall be responsible for costs incurred, and the costs associated with the specific transportation needs shall be approved in advance between the Parties.

4. PRISON RAPE ELIMINATION ACT OF 2003

The Facility shall provide all detainees with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility shall maintain a policy of zero tolerance of all forms of sexual misconduct between detainees, staff, contractors, volunteers, and other detainees, and complies with the Prison Rape Elimination Act of 2003 (PREA) for prevention, detention, reporting, and treatment of victims of sexual misconduct.

III. COMPENSATION

1. The Sending County shall compensate the receiving county at the current daily rate in effect for juvenile detainees on a first come, first serve basis based on predetermined availability. The Sending County will contact the receiving county prior to transporting the juvenile detainee to confirm the availability. As applicable for the Sending County effective July 1, 2025, the juvenile prisoner daily rate is \$475.00 per detainee per day which will remain constant through FY 2026, July 1, 2025 through June 30, 2026. The FY 2026 rate and subsequent annual rates are subject to change in accordance with the prevailing rates for providing the services. The Sending County will be notified in writing of any rate changes. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - a. A partial day shall be considered a full day.
 - b. The Sending County shall be responsible for the cost of all off-site medical appointments. Medical services may be billed separately.
 - c. The Sending County shall make payment to the receiving county within thirty (30) days of receipt of monthly invoice.
 - d. Any charges billed to the Sending County, not appropriately charged to the Sending County, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.
2. If the Juvenile Manager identifies a detainee as a maximum-security risk, an additional forty (\$40.00) per day per detainee shall be charged. A maximum-security risk is a detainee that is considered disruptive to normal programming and alternative programming has to be specifically implanted. If the Juvenile Manager and Medical or Mental Health Staff identifies a detainee as a mental health patient requiring twenty-four (24) hour care or who is assigned to the medical pod, an additional fifty (\$50.00) per day per detainee shall be charged.
3. The receiving county shall notify the Sending County upon intake if the detainee's classification requires additional charge. If events transpire that elevate the security risk of the detainee, the Sending County shall be notified upon such determination. A three (3) day grace period shall be granted to allow the Sending County time to retrieve the detainee or sustain the charge.

IV. REFERRALS AND BOOKING

1. Admission. The Sending County shall contact the receiving county prior to transporting a juvenile to the Facility for admission and shall designate the authorized party in the Sending County's jurisdiction for the purposes of coordinating housing decisions.
2. Authorization. The Sending County shall provide to the receiving county the following:
 - a. Warrant, Court Order, or Class III authorizing detainment by a Juvenile Probation Officer with probable cause.
 - b. A written parental notification.
 - c. Confirmation that the Juvenile Probation Officer has been notified.
3. Acceptance and Removal. The receiving county retains final and absolute right to refuse acceptance, or request removal, of any juvenile detainee based on violent or disruptive behavior, classification status, or found to have a medical condition that requires medical care beyond the scope of the Facility's healthcare provider. The receiving county shall notify the Sending County upon such determination and shall allow the Sending County reasonable time to make alternative arrangements for the juvenile.

V. INSPECTION

1. In-Person. The Sending County may contact the receiving county for a tour of the Facility by the Sending County's Warden, juvenile manager or designee.
2. Audits. Upon at least five (5) business day's written notice and during normal business hours, there shall be made available to the Sending County for examination all of the receiving county's records with respect to the areas covered by this Agreement. The receiving county shall permit the Sending County to audit, examine, and make excerpts or transcripts from such records relating to detainees of the Sending County and this Agreement.
3. Records. Records shall be maintained by the receiving county in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. The Sending County shall be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that the sending county failed to disclose any detainee information in violation of the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended by Public Law No. 104-231, 110 Stat. 3048, or the New Mexico Inspection of Public Records Act (IPRA), NMSA 1978, §§ 14-2-1 *et seq.*

VI. TERM AND TERMINATION

This Agreement shall become effective upon approval of both Parties. The term of this Agreement is from the date the last party approved this Agreement (the "effective date") through June 30th of each year. This Agreement will automatically renew on July 1st of each fiscal year for an additional three (3) years unless either party gives written notice of its intent to terminate this Agreement. This Agreement may be terminated by either of the Parties upon written notice delivered to the other party at least thirty (30)

days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when the Sending County removes its last detainee from the Facility and compensates the receiving county for all amounts due and owing under this Agreement.

VII. PROPERTY/SURPLUS FUNDS AND STRICT ACCOUNTABILITY

1. Property. No property shall be acquired as a result of this Agreement, and it does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the Parties upon termination.
2. Surplus Funds. There shall be no surplus money as a result of this Agreement as the fees billed by the receiving county are for services rendered to the Sending County, and the fees collected by the receiving county shall be transferred to the receiving county's general fund as required by law.
3. Strict Accountability. Each Party shall be strictly accountable for all receipts and disbursements under this Agreement.

VIII. AMENDMENT

This Agreement contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Parties. All prior written agreements between the Parties for the housing of juvenile detainees are repealed with the approval of this Agreement.

IX. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the governing body of each Party making the appropriations necessary for the performance of this Agreement.

X. ASSIGNMENT

Neither Party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other Party.

XI. COMPLIANCE WITH GOVERNING LAW

This Agreement shall be construed in agreement with the laws of the State of New Mexico. The Parties shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Parties shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of

1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this MOA. The Parties shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

XII. CONFIDENTIAL INFORMATION

Any confidential information, not subject to disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as Amended by Public Law No. 104-231, 110 Stat. 3048, or the New Mexico Inspection of Public Records Act (IPRA), NMSA 1978, §§ 14-2-1 *et seq.*, given to or developed by either party, its officers, directors, employees, agents, or sub-consultants in the performance of this Agreement shall be kept confidential and shall not be made available to any individual, organization, or other entity by either party without prior written approval of the Parties.

XIII. CONFLICTS OF LAW

If any provision of this Agreement conflicts with governing federal or state law or county ordinances, then that law or ordinance shall supersede the conflicting provision of this Agreement.

XIV. DISPUTE RESOLUTION

1. Disputes shall be resolved by arbitration in accordance with the rules and procedures of the New Mexico Uniform Arbitration Act, NMSA 1978, §44-7A-1, and judgment upon the award rendered may be entered into any court having jurisdiction.
2. This Agreement shall be governed by the laws of the State of New Mexico.
3. In the event of litigation, venue shall be in the receiving county.
4. Should it become necessary for the receiving county to institute legal action to collect amounts due and prevail, the receiving county shall recover reasonable attorney's fees and costs from the Sending County.

XV. HIPPA COMPLIANCE

As applicable, the Parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event either party receives patient records or information (Protected Health Information as defined by HIPAA).

XVI. INDEPENDENT CONTRACTOR

Neither the receiving county nor its employees are considered to be employees of the Sending County for any purpose whatsoever. The receiving county is considered an independent contractor with respect to the Sending County at all times in the performance described herein.

XVII. LIABILITY

Each Party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Each Party shall be liable for its own actions and shall not be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred by either Party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, as amended.

XVIII. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, or by email as follows. Where sent by email, on the date that the email is received; however, if the time of deemed receipt of any notice is not before 5:30 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day.

<p>To Doña Ana County: Bryan Baker, Director Doña Ana County Detention Center 1850 Copper Loop Las Cruces, New Mexico 88005 Telephone: 575-647-7600 Email: bryanb@donaanacounty.org</p>	<p>To Santa Fe County: Derek Williams, Warden Santa Fe County Adult Detention Facility 28 Camino Justicia Santa Fe, NM 87508 505-428-3231 djwilliams@santafecountynm.gov</p>
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XIX. SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonably capable of completion.

XX. SUBCONTRACTING

Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to and adhere to each applicable provision of this Agreement including the provisions of NMSA 1978, §§ 33-6-7 and 33-6-8.

XXI. WAIVER

Any waiver of any breach of any condition in this Agreement 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 either party from declaring a default for any succeeding breach of the same condition or another condition.

XXII. ENTIRE AGREEMENT

All of the agreements, covenants, and understandings between the Parties concerning the subject matter of this Agreement have been merged into this written Agreement. No prior agreement, covenant, or understanding, oral or written, of the Parties or their agents shall be valid or enforceable unless specifically embodied or incorporated by reference herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date of last signature below.

SANTA FE COUNTY


DOÑA ANA COUNTY



Gregory S. Shaffer Date
Santa Fe County Manager

4/16/2026

Date



Scott Andrews
Doña Ana County Manager

Approved as to form:

Roberta D. Joe for W.B. 4/3/2026
Walker Boyd Date
Santa Fe County Attorney

Mr. Anderson,

Upon review of the proposed changes to the IGA, it appears most of those changes are minor stylistic changes for which I have no objection. However, I recommend the following changes be rejected:

1. In the title and preamble and any other places the other party is referred to, the other party should remain "Santa Fe County" because that is the governmental entity authorized by law to enter into contracts and who may sue or be sued.
2. In section VI(3), I recommend rejecting the proposed changes. I see no reason why DACDC should agree to abide by any records retention rules of Santa Fe County. Nor should the last sentence use the proposed reciprocal language because the service being provided is not reciprocal in nature.
3. In section XIV(4), I recommend rejecting the proposed change.