

Agreement # _____

Corrections Tracking # _____

**AGREEMENT FOR INMATE CONFINEMENT OF JUVENILES BETWEEN THE
COUNTY OF SANTA FE AND PUEBLO OF LAGUNA**

THIS AGREEMENT is made and entered into by and between Santa Fe County, hereinafter referred to as the "County" and the Pueblo of Laguna, with a principle address of PO Box 194, Laguna, New Mexico 87026, hereinafter referred to as the "Pueblo;" and

WHEREAS, N.M.S.A., Section 33-3-23 (1978 as amended), provides that the County is required to receive any person committed to its custody in conformity with a regular process issued by or under the authority of any Indian pueblo in New Mexico if space allows and the Pueblo must make payment for such services; and

WHEREAS, the Pueblo is in need of a facility for the incarceration, care, and maintenance of juveniles charged with or arrested for violation of the Pueblo's ordinances and arrested by the Pueblo's law enforcement officials; and

WHEREAS, the County is the owner of the Santa Fe County Youth Development Program ("SFCYDP") which has, from time to time, vacant juvenile bed space; and

WHEREAS, the County is willing to incarcerate the Pueblo's juveniles on a space available basis under the terms and conditions herein specified.

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

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which the county shall accept and detain, on a space available basis, the Pueblo's juveniles who may be delivered to SFCYDP, from time to time, for incarceration.
2. **COMPENSATION.**

A. Per Diem

The Pueblo shall pay the County \$105.00 per full or partial calendar day for each Pueblo juvenile confined at SFCYDP. The per diem rate will increase each year beginning on July 1, 2010, in an amount equal to 3 percent (3%) of the then current rate.

B. Booking Fee

In addition to the daily juvenile charge recited in Section 2(A) above, a \$20.00 booking fee shall be charged for each individual booked into the SFCYDP. If a juvenile 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, the Pueblo shall also be responsible for and pay all incidental and/or related costs as may be provided herein. Courts shall have the right of subrogation to seek reimbursement of any medical, dental, and/or pharmaceutical costs paid for on behalf of the Pueblo's juvenile.

- 3 **BILLING.** The County shall bill the Pueblo on a monthly basis and shall provide the Pueblo a statement containing the names of Pueblo's juveniles and their booking numbers and dates of incarceration, and the total number of days billed and the total Pueblo juvenile costs for the month. The Pueblo 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 and be owed to the County. The County may also decline further incarcerations until the bill is paid in full.
- 4 **INMATE APPROVAL.** The County shall have the right to refuse to accept any of Pueblo's juveniles at the SFCYDP, including but not limited to, those juveniles who appear to be physically injured or suffering from any form of physical or mental illness. If the SFCYDP rejects any Pueblo juvenile for incarceration, the County will timely provide written justification to the Pueblo.
- 5 **TRANSPORTATION.** The Pueblo shall be responsible for all transportation costs for its juveniles to and from SFCYDP. In the event of medical necessity, SFCYDP shall bill the Pueblo for transportation costs at the rates specified in Paragraph 7, Medical Care, section C below.
- 6 **MEDICAL CARE.**
 - A. **Routine on Site Care.** The County shall provide insofar as possible, routine on site medical care, routine dental care, and routine mental health care for the Pueblo's juveniles while they are detained at SFCYDP. The County shall not charge the Pueblo for said routine services except as provided therein. The Pueblo shall be responsible for the following services; radiological, optometry, ophthalmology, auditory, physical therapy and/or rehabilitation.
 - B. **Prescription Pharmaceuticals.** The Pueblo will reimburse the County for any pharmaceutical costs incurred by the Pueblo's juveniles.
 - C. **Off Site Care.** The Pueblo is responsible for all costs of off site medical, dental and mental health care of its juveniles. Upon request by the Pueblo, the County may provide transportation and security to and from the off site facility. The County shall bill the Pueblo at a rate of \$20.00 per officer, per hour, and \$.32 per mile for transportation to and from an appointment. The Pueblo shall be responsible for

providing security for the Pueblo's juvenile's for any period of hospital confinement exceeding 24 hours.

- 7 **TERM.** This Agreement shall become effective when signed by both parties. The term of the Agreement is four years. Unless either party provides sixty days written notice to the other party of its intent to cancel the Agreement, the Agreement will terminate after four years.
- 8 **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 **Pueblo must pick up its juveniles within the 60-day written notice period or be subject to triple charges per calendar day or any fraction thereof beginning on the 61st day.** Upon termination of the Agreement, the County is under no obligation to accept the Pueblo's juveniles.
- 9 **FACILITIES AND EQUIPMENT.** Any and all facilities and equipment used by the County pursuant to this Agreement and any addenda thereto shall remain the property of the County or any other party with whom the County shall enter into an agreement for the use or lease of property or facilities. The Pueblo shall not be responsible for the normal maintenance, upkeep, or repair of any County facility or property used pursuant to this Agreement. Damage caused by Pueblo's juveniles shall be the responsibility of the Pueblo.
- 10 **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create, and by entering into this Agreement, both parties do not intend to create any right, title, or interest in or for the benefit of any person other than the County or the Pueblo, 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.
- 11 **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement.
- 12 **WORKER'S COMPENSATION.** The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
- 13 **SUBCONTRACTING.** The County may subcontract the services to be performed under this Agreement and shall give the Pueblo written notice before such services are subcontracted.
- 14 **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 juvenile housing and booking records. Such records shall be subject to inspection by the Pueblo, the Department of Finance and Administration and the State Auditor.

B. **Contractor Information.** The Pueblo shall provide as requested all court and/or arrest documents necessary to justify the Pueblo's juvenile incarceration and shall furnish any and all criminal histories of the Pueblo's juveniles in custody at SFCYDP.

- 15 **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing executed and approved by both parties.
- 16 **SCOPE OF WORK.** 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.
- 17 **REPRESENTATION AND WARRANTIES.** The County hereby represents that it is in compliance with the Americans with Disabilities Act.
- 18 **NON-DISCRIMINATION.** The County is an Equal Opportunity Employer.
- 19 **ACCESS BY CONTRACTOR.** The Pueblo, through permission of the SFCYDP Director, may inspect the conditions under which its inmates are detained at the SFCYDP. Access to SFCADF shall be coordinated through the SFCYDP Director, the Jail Administrator or their designee.
- 20 **SEVERABILITY.** Should any part of this 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.
- 21 **RIGHTS OF CONTRACTOR'S JUVENILES.** The County agrees that Contractor's juveniles shall be accorded the same level and quality of treatment and the same rights and privileges as are accorded to Santa Fe County juveniles.
- 22 **NOTICE.** All notice 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:

For the County:

Santa Fe County Manager
Attn: Annabelle Romero, Corrections Department Director
P.O. Box 276
Santa Fe, New Mexico 87504

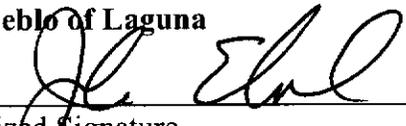
For the Pueblo:

The Pueblo of Laguna
Attn: John E. Antonio, Sr., Governor
PO Box 194
Laguna, New Mexico 98026

23 **FREEDOM OF WORSHIP.** To the extent possible or as required by a specific law or regulation, the County shall provide those services consistent with the Native American Counseling Act, NMSA, Section 33-10-1 et seq., (1978 as amended) providing for Freedom of Worship

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

The Pueblo of Laguna



Authorized Signature

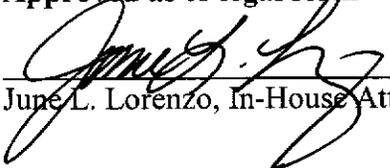
7-30-09

Date

GOVERNOR

Printed Title of Authorized Signature

Approved as to legal form



June L. Lorenzo, In-House Attorney

7-30-09

Date

Santa Fe County



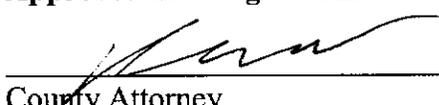
County Manager



7/27/09

Date

Approved as to legal form:



County Attorney

7-20-09

Date