

**AMENDMENT NO. 2 TO  
AGREEMENT NO. 2016-0378-CORR/TR  
BETWEEN SANTA FE COUNTY AND TORRANCE COUNTY**

**THIS AMENDMENT** is made and entered into as of this 31<sup>st</sup> day of January, 2018, by and between **Santa Fe County**, hereinafter referred to as "County", and **Torrance County**, hereinafter referred to as "Contractor".

**WHEREAS**, on June 5, 2016, the County and the Contractor entered into Agreement No. 2016-0378-CORR/TR ("Inmate Confinement Agreement"), to provide for SFCADF's incarceration, care and maintenance of inmates from Torrance County; and

**WHEREAS**, by this Amendment No. 2 the parties wish to modify the Inmate Confinement Agreement to clarify the SFCADF's initial intake or processing of inmates transported from Contractor's County pursuant to this Inmate Confinement Agreement.

**NOW THEREFORE**, the parties agree as follows:

1. Article 1 (HOUSING OF INMATES) of the Inmate Confinement Agreement is amended by inserting the following paragraph as subpart A:

A. Initial processing or intake of Contractor's inmates. Inmates who Contractor requests to be housed at SFCADF under this Agreement will require legal supporting documentation to evidence lawful incarceration of the inmate(s), such as a completed criminal complaint, probable cause statement with respective arresting charges identified on a Booking Authority form (to include appropriate references to state laws), and/or a valid government warrant.

2. Article 8 (MEDICAL CARE), subparagraph A (Routine on-Site Care) of the Inmate Confinement Agreement is amended by inserting the following paragraphs as subparts (i), (ii) and (iii):

(i) Initial medical assessment of Contractor's inmates. Inmates being transported to SFCADF from Contractor's county (Torrance County) for housing under this Agreement will be screened by SFCADF medical professionals to ensure the inmate(s) are safe to house at SFCADF. If injuries are noted as cause for concern and in need of further medical attention before acceptance into SFCADF, Contractor's arresting/transporting officer will be advised that an inmate(s) will require a clearance from a local hospital physician. SFCADF **will not** accept any of Contractor's inmate(s) who are identified as possible health or safety risks without first being cleared by a local licensed physician.

(ii) Release of Contractor's inmates. Upon receipt of a court ordered Release Order, SFCADF will cross reference such Release Order with

those criminal charges identified on the inmates Booking Authority form and ensure no other criminal charges are pending. A final NCIC will be run to ensure a check and balance process is established. Once an inmate's court ordered Release Order is received and verified (with no other criminal charges being identified) then SFCADF will immediately start the process of release. **NOTE: SFCADF will not** postpone an inmate's court ordered Release process for purposes of waiting approval from Contractor.

(iii) Medical care upon initial intake of Contractor's inmates. SFCADF will immediately transport inmates identified as having a serious health or medical issue as determined by SFCADF's medical professionals, for further medical attention from a local hospital physician. This decision will be made solely by SFCADF's medical doctor and/or designee with no postponement that would delay an inmate from being transported out for medical care.

3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

1/31/2019  
Date

Approved as to form:

  
R. Bruce Frederick  
Santa Fe County Attorney

3/30/18  
Date

Finance Department:

  
Stephanie S. Clarke  
Finance Director

3/21/18  
Date

**CONTRACTOR:**

Belinda Garland  
Signature

7-25-18  
Date

Belinda Garland  
Print Name

Terrance County Manager  
Print Title

