

**AGREEMENT FOR JUVENILE RESIDENT CONFINEMENT  
BETWEEN THE COUNTY OF SANTA FE  
AND THE PUEBLO OF LAGUNA**

**THIS AGREEMENT** is entered into by the and between the Santa Fe County, hereinafter referred to as the "County" and the Pueblo of Laguna, hereinafter referred to as the "Pueblo."

**RECITALS**

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

**WHEREAS**, the County owns and operates the Santa Fe County Youth Development Program (SFCYDP) which has, from time to time, vacant bed space; and

**WHEREAS**, the County is willing to incarcerate the Pueblo's residents on a space available basis.

**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 residents which may be delivered to SFCYDP, from time to time, for incarceration.
2. **COMPENSATION.**

The Pueblo shall pay the County \$185.00, per full or partial calendar day for each Contractor resident confined at SFCYDP. SFCYDP has the option to review and increase this contract upon the anniversary date.

3. **INVOICES.** The County shall bill the Pueblo for all persons housed at the SFCYDP on a monthly basis and shall provide the Pueblo with a statement containing the names of persons housed, their booking number, dates of incarceration, total number of days billed, medical costs incurred, if any, and the total Pueblo resident costs for the month. The Pueblo shall pay the invoice in full within thirty (30) days of receipt. If a invoice 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 monthly.

4. **RESIDENT APPROVAL.** The SFCYDP Director shall have the right to refuse the housing of any Pueblo Resident in the SFCYDP, for any reason.
5. **TRANSPORTATION.** The Pueblo shall be responsible for all transportation costs for its residents to and from SFCYDP. In the event medical treatment is required outside of the SFCYDP, the County shall transport persons for such treatment. In such event, the Pueblo shall pay the costs of the secure transportation as set forth in Paragraph 7, Medical Care, section C.
6. **RESIDENT POSSESSIONS.** The County will store and safe keep all resident personal property which is removed from Pueblo residents upon arrival at SFCYDP. The County is not responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the resident to a criminal investigation by the Santa Fe County Sheriff's Office; however, in the event new charges result, the Pueblo shall still be required to pay for housing so long as charges remain pending in the Pueblo.
7. **MEDICAL CARE.**
  - A. **Routine on Site Care.** The County shall provide routine medical care, dental care, and routine mental health care for Pueblo's residents at the SFCYDP.
  - B. **Prescription Pharmaceuticals.** The Pueblo is responsible for and shall reimburse the County for any pharmaceutical costs incurred by persons housed at the SFCYDP.
  - C. **Off Site Care.** The Pueblo is responsible for all costs of medical, dental and mental health care at any off-site medical facility. The County shall provide secure transportation and security to and from any such off-site facility. The County shall bill the Pueblo at the rate of \$20.00 per officer, per hour, and \$.55 per mile, to and from the appointment. The Pueblo shall be responsible for the per diem rate plus the hourly rate for officers providing security during the period of any off-site medical confinement that exceeds 24 hours.
8. **TERM.** This Agreement shall become effective when signed by both parties. The initial term of the Agreement is one year. Unless either party provides sixty days written notice to the other party of its intent not to renew the Agreement, the Agreement will automatically be renewed for a one-year period, not to exceed a total of four years.
9. **TERMINATION.** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. However, a termination shall not be effective until such time as all of the Pueblo's residents have been removed from SFCYDP. 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 residents within the 60-day written notice period or be subject to a charge of (\$255.00) per day beginning on the 61<sup>st</sup> day. Upon termination of this Agreement, the County is under no obligation to accept the Pueblo's residents.

10. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create, nor does either party to this Agreement 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. **INSURANCE.** The County maintains public liability insurance for its operation of the SFCYDP. The Pueblo shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
12. **SUBCONTRACTING.** The County may subcontract the services to be performed under this Agreement with advance notice to the Pueblo. If a person housed at the SFCYDP is transferred to another facility pursuant to a subcontract, the Pueblo shall be notified within twenty-four (24) hours of the transfer.
13. **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 resident 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 its complete file on each person incarcerated at the SFCYDP under this Agreement including, but not limited to, the incarceration file, the medical file, all court and/or arrest documents necessary to justify the Pueblo's resident incarceration, and copies of each person's criminal history. Gang affiliations and other associations of relevance shall also be provided, if known.
14. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

15. **MERGER.** 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.
16. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.
17. **ACCESS BY PUEBLO.** The Pueblo, through permission of the Director of Public Safety, may inspect the conditions under which its residents are detained at the SFCYDP. Access to SFCYDP shall be coordinated through the Director of YDP, the Department Administrator or their designee.
18. **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.

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.

**Pueblo of Laguna:**

Virgil A. Slow  
Virgil A. Slow, Governor

Date: 12/7/17

**County of Santa Fe**

Katherine Miller  
Katherine Miller, County Manager

Date: 1.9.18

**Approved as to form:**

Robert J. RBF  
County Attorney

Date: 1-5-18

[Signature]  
Finance Director

Date: 1/8/18