AGREEMENT FOR JUVENILE RESIDENT CONFINEMENT BETWEEN THE COUNTY OF SANTA FE AND COLFAX COUNTY

THIS AGREEMENT is entered into by the and between the Santa Fe County, hereinafter referred to as the "County" and Colfax County, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, the Contractor, is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation of the Contractor's ordinances, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor'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 Contractor'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 Contractor's residents which may be delivered to SFCYDP, from time to time, for incarceration.

2. **COMPENSATION.**

   The Contractor 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 Contractor for all persons housed at the SFCYDP on a monthly basis and shall provide the Contractor 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 Contractor resident costs for the month. The Contractor 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 Contractor Resident in the SFCYDP, for any reason.

5. **TRANSPORTATION.** The Contractor 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 Contractor 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 Contractor 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 Contractor shall still be required to pay for housing so long as charges remain pending in the Contractor's County.

7. **MEDICAL CARE.**

   A. **Routine on Site Care.** The County shall provide routine medical care, dental care, and routine mental health care for Contractor's residents at the SFCYDP.

   B. **Prescription Pharmaceuticals.** The Contractor is responsible for and shall reimburse the County for any pharmaceutical costs incurred by persons housed at the SFCYDP.

   C. **Off Site Care.** The Contractor 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 Contractor at the rate of $20.00 per officer, per hour, and $.55 per mile, to and from the appointment. The Contractor 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 Contractor'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 **Contractor 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 61st day.** Upon termination of this Agreement, the County is under no obligation to accept the Contractor'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 Contractor, 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 Contractor 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 Contractor. If a person housed at the SFCYDP is transferred to another facility pursuant to a subcontract, the Contractor 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 Contractor, the Department of Finance and Administration and the State Auditor.

    B. **Contractor Information.** The Contractor 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 Contractor'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 CONTRACTOR.** The Contractor, 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 Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor:

William E. Saubk

Authorized Signatory
Colfax County Commission

Date: 12/16/2015

William E. Saubk

Printed Title of Authorized Signatory

County of Santa Fe

Katherine Miller

Katherine Miller, County Manager

Date: 12·30·15

Approved as to form

Gregory S. Shaffer
Santa Fe County Attorney

10-24-15
Date

Finance Department

Carole H. Jaramillo
Finance Director

12/28/15
Date