

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

THIS AGREEMENT is entered into by and between Santa Fe County, hereinafter referred to as the "County," and the Pueblo of Santa Ana, a federally recognized Indian pueblo or tribe (hereinafter referred to as the "Pueblo" or "Contractor").

RECITALS

WHEREAS, the Pueblo, is in need of a facility for the incarceration, care, and maintenance of juveniles charged with or arrested for a violation of Pueblo law by the Pueblo's law enforcement officials or other law enforcement agencies within the Pueblo's jurisdiction, and adjudicated to be a juvenile offender under Pueblo Law; 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 house and incarcerate the Pueblo's juvenile offenders 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 house, on a space available basis, the Contractor's juvenile offender residents who 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 of Contractor's juvenile offender residents confined at SFCYDP. SFCYDP has the option to review and increase the fees payable by the Contractor upon the anniversary date of this Agreement.
3. **INVOICES.** The County shall bill the Contractor for all Contractor's juvenile offender residents who are housed at 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 of Contractor's juvenile offender residents' costs for the month. The Contractor shall pay the invoice in full within 30 days of receipt. If an invoice is not paid within 45 days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly.
4. **SFCYDP APPROVAL OF JUVENILE OFFENDER RESIDENT(S).** The SFCYDP Director shall have the right to refuse the housing or

incarceration of any of Contractor's juvenile offender resident(s) in the SFCYDP, for any reason.

5. **TRANSPORTATION.** The Contractor shall be responsible for all transportation costs for its juvenile offender 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. **JUVENILE OFFENDER RESIDENTS' POSSESSIONS.** The County will store and safe keep all juvenile offender residents' personal property which is removed from a juvenile offender resident 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 jurisdiction.
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 juvenile offender residents at the SFCYDP.
 - B. **Prescription Pharmaceuticals.** The Contractor is responsible for and shall reimburse the County for any pharmaceutical costs incurred by Contractor's juvenile offender residents 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 term of the Agreement is one year with an automatic renewal or extension for one year. Either party may cancel this Agreement by providing 60 day's written notice to the other party of its intent not to renew or extend the term of this Agreement. Under no circumstances will the term of this Agreement exceed four years in total.
9. **TERMINATION.** This Agreement may be terminated by either party upon 60 days written notice to the other party. However, a termination shall not be effective until such time as all of the Contractor's juvenile offender 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 juvenile offender 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 juvenile offender 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 one of Contractor's juvenile offender resident(s) housed at the SFCYDP is transferred to another facility pursuant to a subcontract, the County will provide the Contractor with 24 hours advance notice of the transfer of the Contractor's juvenile offender resident(s).
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 juvenile offender resident 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 juvenile offender residents' incarceration, and copies of each resident'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 THE CONTRACTOR.** The Contractor, through permission of the Director of Public Safety, may inspect the conditions under which Contractor's juvenile offender residents are housed and incarcerated at the SFCYDP. Access to SFCYDP shall be coordinated through the Director of SFCYDP, the Department Administrator or their designee.
18. **NO WAIVER OF IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of the Contractor's inherent sovereign immunity as a federally recognized Indian pueblo or tribe.
19. **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 on the date of last signature by the parties.

County of Santa Fe


Katherine Miller, Santa Fe County Manager

Date: 11-8-16

Approved as to form:


Gregory S. Shaffer, County Attorney

Date: 11-2-16

Finance Department


Don D. Moya, Interim Finance Director

Date: 11-7-16

SFC Agreement No. _____

Contractor:

Authorized Signatory

Myron Armijo, Governor

(Printed name and title of authorized signatory)

Date: 18 OCT 16