



Agenda Item Number: 6-6-13.13

**SANDOVAL COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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**Date of Commission Meeting:**

June 6, 2013

**Division / Elected Office:**

Detention Center

**Staff Contact:**

Al Casamento, Director

**Title of Item:**

Agreement for Inmate Confinement between Sandoval County and Bernalillo County

**Action Requested:**

Motion to Approve an Agreement for Inmate Confinement between Sandoval County and Bernalillo County to House Inmates at the Sandoval County Detention Center and Authorize the County Manager to Approve the Agreement

**Summary:**

This Agreement will be for a one-year term. Sandoval County Detention Center will detain inmates from Bernalillo County on a space available basis.

**Attachments:**

Agreement for Inmate Confinement

**FISCAL IMPACT**

Bernalillo County will pay a per diem rate of \$62.00 for every inmate housed at the Sandoval County Detention Center.



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**STAFF ANALYSIS SUMMARY**

**County Manager:**

Recommend Board of County Commission approval. PPR 6/3/2013

**Initiating Elected Official /  
Division Director:**

The agreement is for one-year and is based on available bed space. We can immediately take 48 inmates and then after hiring additional staff increase the number of inmates and increase the revenue. Recommend Approval. ACG 06-02-2013

**Legal:**

Approved as to form. PFT 6/3/13

**Finance:**

Recommend Approval 6/2/13 CCH

**AGREEMENT FOR INMATE CONFINEMENT  
BETWEEN SANDOVAL COUNTY  
AND BERNALILLO COUNTY**

**THIS AGREEMENT** is entered into by and between Sandoval County, a political subdivision of the State of New Mexico, and Bernalillo County, also a political subdivision of the State of New Mexico.

**RECITALS**

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

**WHEREAS**, Sandoval County owns and operates the Sandoval County Detention Center ("SCDC") which has, from time to time, vacant bed space; and

**WHEREAS**, Sandoval County is willing to incarcerate Bernalillo County's inmates 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 Sandoval County shall accept and detain, on a space available basis, Bernalillo County's inmates which may be delivered to SCDC, from time to time, for incarceration.
2. **COMPENSATION.**

**Per Diem**

For performing the services specified in this Agreement, Bernalillo County agrees to pay Sandoval County at the rate of Sixty-Two Dollars (\$62.00) per day, per inmate. A day shall refer to a calendar day of 24 hours measured from midnight to the next midnight. Bernalillo County will pay the full per diem rate for the first day of detention if it is less than a full 24-hour period and Sandoval County will not charge Bernalillo County for the final day of detention if it is less than a full 24-hour period. The per diem rate includes any applicable gross receipts taxes and constitutes full and complete compensation for Sandoval County's services under this Agreement.

3. **PROVISIONS.** Sandoval County shall provide housing, bedding, to include mattress, mattress cover, pillow, pillow case, blanket hygiene items, tooth paste, tooth brush, shampoo/conditioner, soap, towel and comb to each detainee.

Sandoval County agrees that the SCDC will meet the following minimum standards for inmates:

- A. 24-hour supervision.
  - B. Compliance with applicable fire or life safety codes, including but not limited to adequate smoke/fire detection equipment.
  - C. A minimum of three meals in a 24-hour period. There will also be no more than 8 hours between meals for inmates.
  - D. Appropriate 24-hour emergency medical care and emergency evacuation procedures.
  - E. When detained overnight, each inmate will be provided a mattress, blanket and the basic necessities.
  - F. Compliance with all applicable American Correctional Association standards.
  - G. Additional standards and procedures as agreed to by the parties.
4. **BILLINGS.** Sandoval County shall bill Bernalillo County on a monthly basis and shall provide Bernalillo County a statement containing the names of Bernalillo County's inmates and their booking numbers, dates of incarceration, so the total number of days billed and the total Bernalillo County inmate costs for the month. Bernalillo County shall pay the bill within thirty (30) days of receipt.
5. **INMATE APPROVAL.** Only male inmates will be accepted to be housed at the SCDC.

SCDC will NOT accept any of the following classifications:

- Inmates who are on psychotropic medication;
- Inmates who are on methadone treatments;
- Inmates who are on suboxone treatments;
- Inmates who are on have current off-site appointments;
- Inmates who are assigned to the medical pod;
- Inmates who are diabetic;
- Inmates who are infirmary patients;
- Inmates who are actively receiving wound care;
- Inmates who are HIV positive
- Inmates who are in disciplinary segregation.

Provided they do not fall into one or more of the above listed categories of inmates,  
SCDC will accept:  
Inmates who are charged with sex offenses;  
Inmates who are in protective custody that have been approved by the Sandoval County Detention Center Director.

Notwithstanding any other provision of this agreement the SCDC Director shall have the right to refuse the housing of any Bernalillo County inmate in the SCDC.

6. **TRANSPORTATION.** Bernalillo County shall be responsible for all transportation costs for its inmates to and from SCDC. In the event of medical necessity SCDC shall be the responsible for transportation of the inmates to and from the medical provider.
7. **INMATE POSSESSIONS.** Sandoval County will store and safe keep all inmate personal property which is removed from Bernalillo County inmates upon arrival at SCDC. Sandoval County is not responsible for items determined to be contraband or not listed during the time of booking.
8. **MEDICAL CARE.**
  - i. **Routine On-Site Care.** Sandoval County shall provide routine on-site medical care, routine dental care, and routine mental health care for Bernalillo County's inmates while they are detained at SCDC. Bernalillo County shall pay Sandoval County an amount equal to the amount it is required to expend for medical services other than those routine medical services provided for by the per diem rate. Sandoval County will provide to Bernalillo County the invoices they received from the medical provider in order to be reimbursed.
  - ii. **Prescription Pharmaceuticals.** Sandoval County will cover routine over-the-counter medications. Bernalillo County is responsible for and shall reimburse Sandoval County for any prescription pharmaceutical costs for its inmates. Sandoval County will provide to Bernalillo County the invoices they received for the pharmaceuticals in order to be reimbursed.
  - iii. **Off Site Care.** Bernalillo County is responsible for all costs of offsite medical, dental and mental health care of its inmates at any off site medical facility. Sandoval County will contact Bernalillo County 24 hours in advance for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations. Upon request by Bernalillo County, Sandoval County may provide transportation and security to and from the off site facility. Notification for emergency situations will be made as soon as practicable to Bernalillo County. Notification shall not impede procurement of emergency services. If notification is not made Bernalillo County will not be responsible for medical confinement or for reimbursement

to Sandoval County. Once an inmate is hospitalized Bernalillo County shall take over the supervision of the inmate in the hospital and Bernalillo County will not be charged a per diem rate for the hospitalized inmate.

- iv. **Medical Billing.** Sandoval County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.
9. **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.
10. **TERMINATION.** This Agreement may be terminated by Sandoval County upon sixty (60) days written notice to Bernalillo County. This Agreement may be terminated by Bernalillo County upon ninety (90) days written notice to Sandoval County.. However, a termination shall not be effective until such time as all of Bernalillo County's inmates have been removed from SCDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Upon termination of this Agreement, Sandoval County is under no obligation to accept Bernalillo County's inmates.
11. **APPROPRIATIONS.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Bernalillo County Board of County Commissioners making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Bernalillo County Board of County Commissioners, this Agreement may be terminated at the end of Bernalillo County's then current fiscal year upon written notice given by Bernalillo County to Sandoval County. Such event shall not constitute an event of default. All payment obligations of Bernalillo County and all of its interest in this Agreement will cease upon the date of termination, which will become effective when Bernalillo County removes its last inmate and compensates Sandoval County for all amounts due and owing under this Agreement. Bernalillo County's decision as to whether sufficient appropriations are available shall be accepted by Sandoval County and shall be final.
12. **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 Sandoval County or Bernalillo County, 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.
13. **LIABILITY.** As between the parties, each party acknowledges and represents that it will be responsible, to the extent of its negligence, for liability arising from personal

injury or damage to persons or property occasioned by its employees or agents. The liability of Sandoval County and Bernalillo County shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and amendments thereto.

14. **WORKER'S COMPENSATION.** Sandoval County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.

15. **RECORDS AND AUDIT.**

A. **Reports and Information.** At such times and in such forms as the parties mutually agree, there shall be furnished to Bernalillo County such statements, records, reports, data and information, as Bernalillo County may reasonably request pertaining to matters covered by this Agreement. Unless authorized by Bernalillo County, Sandoval County will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to Bernalillo County.

B. **Establishment and Maintenance of Records.** Records shall be maintained by Sandoval County in accordance with applicable law and reasonable requirements prescribed by Bernalillo County with respect to all matters covered by this Agreement. Except as otherwise authorized by Bernalillo County, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement. Bernalillo County shall remain the official custodian of all such information and records for purposes of both federal and state regulations concerning the disclosure of government records. Sandoval County will forward all requests for records or information from third parties concerning MDC inmates or records associated with this Agreement within the time limits prescribed by law. Bernalillo County agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim in whole or in part that Bernalillo County failed to disclose any inmate information in violation of the Freedom of Information Act or any similar state law.

16. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

**Changes.** Bernalillo County may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Sandoval County's compensation, which are mutually agreed upon by and between Bernalillo County and Sandoval County, shall be incorporated in written amendments to this Agreement.

17. **SCOPE OF AGREEMENT.** 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.
18. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.
19. **REPRESENTATION AND WARRANTIES.** Sandoval County hereby represents that it is in compliance with the Americans with Disabilities Act.
20. **ASSIGNABILITY.** Neither party shall assign any interest in this Agreement nor shall it transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the other party thereto.
21. **TERMINATION FOR CAUSE.** If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall, if the breaching party has failed to cure such breach within fifteen (15) days of receiving written notice of such breach from the non-breaching party, have the right to terminate this Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, Sandoval County shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Sandoval County shall not be relieved of liability to Bernalillo County for damages sustained by Bernalillo County by virtue of any breach of this Agreement by Sandoval County.

22. **CONSTRUCTION AND SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
23. **NO WAIVER.** The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
24. **ESSENCE.** Time is of the essence in the performance of the parties' obligations pursuant to this Agreement.
25. **APPLICABLE LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico

26. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

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

**APPROVED BY:**

**COUNTY OF BERNALILLO**

Approved as to form:

\_\_\_\_\_  
Bernalillo County Manager

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SANDOVAL COUNTY**

Approved as to form:

\_\_\_\_\_  
Sandoval County Manager

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date