



Taos County Administration

105 Albright Street, Suite G, Taos, New Mexico 87571
Telephone: (575) 737-6300 Facsimile: (575) 737-6314 www.taoscounty.org

February 21, 2014

**Certified Mail Return Receipt Requested
Number 7013-1710-0002-0065-4034**

Oscar Rodriguez, Town Manager
Town of Taos
400 Camino de la Placita
Taos, NM 87571

Daniel R. Barrone
District 1

Larry Sanchez
District 2

Gabriel J. Romero
District 3

Tom Blankenhorn
District 4

Joe Mike Duran
District 5

Stephen P. Archuleta
County Manager

Re: Termination of Contract for Inmate Confinement
Taos County Contract TCC-2013-068

Dear Mr. Rodriguez:

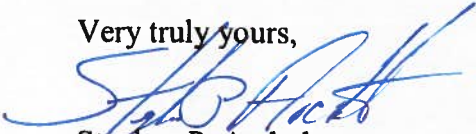
Please be advised that Taos County is terminating the above referenced contract pursuant to paragraph 3. a., which provides that either party may terminate the contract on 30 days written notice. Pursuant to paragraph 3. a., termination shall be effective 30 days from your receipt of this notice. After that date, Taos County will no longer house Town of Taos detainees at the Taos County Detention Center pursuant to the current contract. However, Taos County is willing to house Town of Taos detainees pursuant to a revised contract that addresses the issue discussed below.

Taos County has determined that the practical application of the first paragraph of paragraph 7., Compensation, is not economically sustainable for the County. Paragraph 7. has been applied by the parties so that the Town does not pay for weekend days of confinement. The Town's practice has been to transfer its detainees to other facilities after the weekend. As a result, the County has been providing free confinement of the Town's detainees. I do not know exactly why the practice of not charging for weekend confinement originally started, but it is my understanding is that it dates back to well before the opening of the County's new detention facility. The cost of operation of that facility makes it unacceptable to continue to provide free confinement to the Town, especially when the Town houses its detainees at other facilities after utilizing the free weekend confinement.

Taos County is willing to continue to house Town of Taos detainees as long as it is paid for the services that it provides. Toward that end, a redlined proposal for a new contract is enclosed for your review. Please note that there are miscellaneous redline changes that reflect general updating of our standard detention contract and are not related to this issue. The changes related to this issue are found in paragraph 7. If the Town is amenable to paying for weekend confinement of its detainees, we should try to execute a new contract before the effective date of this notice of termination so that housing Town detainees at the Taos County Detention Center can continue without interruption.

I look forward to hearing from you.

Very truly yours,



Stephen P. Archuleta

cc: w/enclosures

By Certified Mail Return Receipt Requested

Number 7013-1710-0002-0065-4041

David Weaver

Chief of Police

Town of Taos

400 Camino de la Placita

Taos, NM 87571

Johna Gonzales, Director of Detention

Robert J. Malone, County Attorney



CONTRACT FOR ~~INMATE-DETAINEE~~ CONFINEMENT

This Contract (Contract) is ~~made and entered into this~~ _____ day of _____, 2014, by and between **Town of Taos** (Using Agency) and **Taos County** (County).

WHEREAS, County is the owner of the Taos County Adult Detention Center (TCADC), which from time to time has vacant adult bed space and;

WHEREAS, Using Agency desires to house its ~~prisoners~~ detainees in the TCADC, hereinafter sometimes called the "Facility".

WITNESSETH, that for and in consideration of the covenants and conditions recited in this Contract, the parties agree as follows:

1. Authority and Purpose

This Contract is entered into pursuant to §33-3-18, NMSA 1978, authorizing the parties to make contractual arrangements for the confinement of ~~prisoners~~ detainees. This Contract replaces all prior contracts between the parties for these services.

2. Effective Date and Term

This contract shall be effective and commence ~~upon approval by both parties on the last date signed by either party.~~ The Contract shall be for a term expiring ~~on September 1, 2014 of one year.~~ This Contract shall be renewable for a one (1)-year term by written mutual agreement of the parties on an annual basis three (3) times.

3. Termination

- a. Either party may terminate this Contract at any time upon thirty (30) days written notice to the appropriate agents identified in this Contract. In the case of termination, TCADC shall be paid for all services provided through the date of termination.
- b. In the event that a court of competent jurisdiction enters any order, which affects the ability of ~~TCADC County~~ to perform its obligations under this Agreement, ~~TCADC County~~ shall have the right to terminate this ~~Agreement~~ upon entry of such an order without the thirty (30) day notice requirement.

4. Guarantee of Beds Acceptance of Detainee by TCADC

~~TCADC County~~ does not guarantee beds. This agreement is dependent on the availability of bed space in ~~TCADC~~ for Using Agency's male or female ~~inmate~~ detainee(s), whether the ~~inmate~~ detainee is to be housed pre-trial or by virtue of post-sentence commitment.

~~County reserves the right, in its sole discretion, to refuse or expel adult detainees requiring medical or mental health services, or with gang affiliations deemed incompatible with the existing detention center population, or for any other reason deemed by County to be in furtherance of TCADC security.~~

~~Using Agency shall give TCADC at least a one-hour, if possible, notice of its intent to transport a detainee to TCADC, and shall provide any information required or requested by the Detention~~

Staff of TCADC, including verification of non-juvenile status. Using Agency shall provide TCADC with all relevant records regarding any detainee to be housed at TCADC.

Illegal items and/or contraband that is found in a detainee's possession during the booking process will be confiscated and turned over to the Using Agency for additional charges, disposal or destruction.

The acceptance of a detainee shall only be effective upon an acceptance form provided by TCADC being signed by the representative of Using Agency delivering the detainee and the booking officer of TCADC. The representative of Using Agency delivering the detainee shall remain at the TCADC until the booking process has been completed and the determination made by TCADC regarding whether or not to accept the detainee.

5. Jail Services and Facilities

a. ~~TCADC reserves the right, in its sole discretion, to refuse or expel adult prisoners requiring extraordinary medical or mental health services, or with gang affiliations deemed incompatible with the existing detention center population, or for any other reason deemed by TCADC to be in furtherance of TCADC security.~~

b. ~~Using Agency shall give TCADC at least a one hour, if possible, notice of its intent to transport a prisoner/detainee to TCADC, and shall provide any information required or requested by the Detention Staff of TCADC, including verification of non-juvenile status. Using Agency shall provide TCADC with all relevant records regarding any inmate/detainee to be housed at TCADC.~~

c. ~~TCADC shall incarcerate and detain, on a space available basis, Using Agency inmate/detainees that are classified by Taos County for minimum and medium security custody, delivered to TCADC from time to time for incarceration.~~

d. ~~TCADC shall provide confinement, safekeeping and maintenance for each prisoner/detainee delivered to the Facility. Using Agency prisoner/detainees shall be classified and confined in the Facility in accordance with the TCADC Detention classification criteria as promulgated by TCADC. TCADC shall provide all prisoner/detainees with a reasonable, clean, safe and wholesome Facility, which it shall keep in good order and repair. Each of the Using Agency prisoner/detainees confined at TCADC shall receive good and sufficient food, as well as lighting and heating of the same quality and quantity as provided to other prisoner/detainees during their confinement at TCADC.~~

6. Applicable Rules and Regulations

When using the Facility for the confinement of ~~prisoner/detainees~~, Using Agency, its officers, employees, agents, and ~~prisoner/detainees~~ shall at all times be governed by the Rules, Regulations and Policies adopted by TCADC relating to confinement and care of ~~prisoner/detainees~~ at TCADC, and all policies and procedures in accord with Adult Local Detention Facilities Standards, American Correctional Association Standards, and all federal and state statutes that are applicable.

7. Compensation

The Using Agency shall pay to ~~TCADC County~~ one hundred dollars (\$100.00) per day, per ~~inmate/detainee~~, for each full or partial day in which the ~~inmate/detainee~~ is confined by TCADC. This rate shall apply to all classifications of ~~prisoners/detainees~~. ~~Billing charges will commence on the second full business day of incarceration. If a prisoner is booked into TCADC on or before 8:00 a.m. on a business day, that day shall be the first full business day. If a prisoner is booked into TCADC after 8:00 a.m. on a business day, the next business day shall be the first full business day.~~ Any booking fee charged per ~~inmate/detainee~~ shall be billed directly to the ~~inmate and Using Agency as described in Section 8~~ shall bear no responsibility for payment of the ~~booking fee this Contract.~~

If additional services must be provided to an ~~inmate/detainee~~, which will incur a cost for Using Agency, TCADC shall notify Using Agency prior to providing said services, unless the provision of services is an emergency. An "emergency" is defined as a medical or mental health situation, a situation in which the provision of services is required to avoid health or property damage, or other situation which requires immediate attention to minimize danger or loss to any concerned.

In the case of emergency additional services, Using Agency shall compensate County fully and completely for the cost of such services. In the case of non-emergency additional services, Using Agency shall have three business days from the day it receives notice from ~~County TCADC of County's TCADC's~~ intention to provide such services in which to notify County that it does not approve providing such services. If ~~County TCADC~~ does not receive such notice of non-approval from Using Agency within three business days, it shall be deemed that approval has been given.

8. Billings

- a. ~~TCADC County~~ shall invoice the Using Agency on or ~~about after~~ the first day of each month ~~for the preceding month~~, which shall include an itemized statement for each ~~inmate/detainee~~ held in TCADC, the number of days of confinement in the facility, ~~a booking fee of ten (\$10.00) dollars~~ and other services provided that result in additional charges.
- b. Using Agency shall forward payments to ~~TCADC County~~ within 30 (thirty) days of invoice. Charges not paid within 30 (thirty) days shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1% per month, whichever is lower.

9. Transportation

The Using Agency will be responsible for transport of its ~~inmate/detainees~~; however, in the event transportation costs related to the transport of Using Agency's ~~inmate/detainees~~ by ambulance or the Taos County Sheriff's Department are incurred, Using Agency shall be billed and shall pay said costs.

10. Records

TCADC shall keep and maintain accurate and current records relating to the confinement of all ~~prisoners/detainees~~, including the initial date of acceptance at TCADC, the confining agency, the detaining authority, and the number of days at the Facility.

11. Medical Care

TCADC shall provide routine and ordinary medical care within the TCADC. Any inmatedetainee needing medical care not deemed routine, including, but not limited to, medical and/or mental health care provided away from the TCADC, prescriptions and medications, hospitals off-site, hospital charges and costs associated with security coverage that is provided during a hospital confinement, shall be at Using Agency's expense. TCADC shall obtain approval from the Using Agency for such expenses attributable to Using Agency's inmatedetainee prior to such expense being incurred, if treatment is not an emergency. Additionally, TCADC will notify Using Agency of emergency medical or mental health treatment of its inmatedetainee(s) within twenty-four (24) hours ~~of same~~.

————All notifications or approvals pursuant to this paragprah shall be by email to the addresses set out herein. For requests for approval and for notice purposes, Using Agency and TCADC designates the following authorized persons to be contacted; and contact information. A change in the contact email address for either Using Agency or TCADC for the purposes of this paragraph shall only be effective by notification to the other party to the address for that party in this paragraph.

Lt. David Maggio

Name (Primary)

575-758-4656

Telephone Number

575-770-0351

After-hours Telephone Number

Name (Alternate)

Telephone Number

After-hours Telephone Number

Taos County

Town of Taos

Detention Director

Chief of Police

johna.gonzales@taoscounty.org

dweaver@taosgov.com

If prior approval is not sought and treatment is not an emergency as defined herein, then Taos County is responsible for medical expenses and obligations incurred. Using Agency waives any necessity for TCADC to seek pre-approval for expenditures in the event of a medical or mental health emergency and agrees to reimburse TCADC for such emergency expenditures incurred for the benefit of Using Agency's inmatedetainee(s).

12. Work Release

Using Agency prisonersdetainees shall not be allowed to participate in a work release program under the supervision of the TCADC ~~Jail Administrator~~ Detention Director, until further notice;

and upon such notice, provided that the court sentencing order for that ~~prisoner~~~~detainee~~ contains authorization for work release. The ~~Jail Administrator~~ ~~Detention Director~~ shall provide the same screening and supervision of Using Agency ~~prisoners~~~~detainees~~ participating in work release as other Taos County ~~prisoners~~~~detainees~~. Using Agency ~~prisoners~~~~detainees~~ shall be subject to the same rules, regulations and procedures governing work release privileges as are applicable to Taos County ~~prisoners~~~~detainees~~. Work release is a privilege which can be cancelled at the discretion of the ~~Jail Administrator~~ ~~Detention Director~~ in accordance with the Work Release Program Guidelines.

13. **Indemnification and Release**

Using Agency shall release, ~~save~~ ~~indemnify~~, ~~defend~~ and hold harmless ~~Taos~~ County, ~~the TCADC~~, its officers, agents, and employees from any and all liability in damages, claims, suits, and causes of action of any nature, at law or in equity, including any costs and attorneys fees incurred, arising from the transportation, confinement, safekeeping and maintenance of any of the Using Agency ~~prisoners~~~~detainees~~ by ~~Taos County Adult Detention Center~~ ~~TCADC~~, as well as any actions or omissions related thereto. This indemnification shall not pertain to any claims, suits, or causes of actions seeking damage for personal injuries allegedly rising from the negligence or tortuous conduct of ~~Taos~~ County, its officers, agents, or employees, during the ~~inmate~~~~detainee~~'s confinement.

14. **Entire Contract**

This Contract constitutes the entire contract between the parties relating to the ~~s~~Services to be provided and this Contract shall not be modified, amended or rescinded in whole or in part, except by written amendment signed by both parties hereto.

15. **Notices**

All notices required under this Contract, ~~except for medical care approvals and notices provided for in paragraph 11~~, shall be sent Certified Mail, Return Receipt requested to:

Taos County Taos County Manager
105 Albright Street Suite G
Taos, NM 87571

with copy to: ~~Jail Administrator~~~~Detention Director~~
105 Albright Street Suite O
Taos, New Mexico 87571

Using Agency: Town Manager
Town of Taos
400 Camino de la Placita
Taos, NM 87571

With copy to: Chief of Police
Town of Taos Police Department
~~107 Civic Plaza Drive~~~~400 Camino de la Placita~~
Taos, NM 87571

16. **Non-discrimination**

~~Taos County Administration and Taos County Adult Detention Centers are~~ is an Equal Opportunity Employers.

17. General Provisions:

- a. This Contract shall be binding upon the successors and assigns of the parties hereto.
- b. If any of the terms or provision of this Contract shall be adjudicated to be invalid, illegal, or unenforceable, this Contract shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Contract shall not be affected.
- c. This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same original instrument.
- d. This Contract shall be governed by the laws of the State of New Mexico. Any lawsuit arising from this Contract shall be filed in the 8th Judicial District Court, Taos County, New Mexico.
- e. If the County utilizes the services of attorneys in any dispute arising out of this Contract, whether outside counsel of the Taos County Attorney's office, and if the County prevails in any litigation or arbitration, then Using Agency shall be obligated to pay the County the reasonable value of all attorney's fees, costs and expenses.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year above written.

Taos County

Town of Taos

Stephen P. Archuleta
Taos County Manager

Mayor Darren M. Cordova

Date

Date

Approved As To Form:

Attest: _____
Renee Lucero, Clerk

Floyd W. Lopez,
Assistant County Attorney

Approved As To Form:

C. Brian James, Town Attorney

Accounting Approval:

Marietta S. Fambro, Finance Director

Budget Line Item:

Administrative Approval

Oscar Rodriguez, Town Manager