





Date: January 3, 2025

To: Governing Body
Finance Committee
Quality of Life Committee

Via: Randy Randall, Interim City Manager 
Paul Joye, Chief of Police 

From: Ben Valdez, Deputy Chief of Police 

Subject: Adult Detention Center Agreement

Vendor Name: Santa Fe County

Vendor Number: 3906

ITEM AND ISSUE:

Request for the Approval of the Inmate Confinement Agreement with the Santa Fe County for the Incarceration, Care, and Maintenance of Persons Charged with or Arrested for a Crime in the Total Amount of \$4,800,000.00 for Four Years. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$600,000.

Action Requested: Approval of Inmate Confinement Agreement

BACKGROUND AND SUMMARY:

The City of Santa Fe does not maintain their own detention facility and depends on the County of Santa Fe to provide a facility for the incarceration, care and maintenance of persons charged with a crime, arrested for a crime in the City's jurisdiction and awaiting indictment or trial and sentenced to a term of imprisonment for crimes.

Under New Mexico law, a municipality may use the county jail within their jurisdiction for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners (NMSA 1978, section 3-18-20).

Santa Fe County owns and operates a detention facility and is willing to house City's inmates as described in the agreement.

PROCUREMENT METHOD:

This service is exempt per NMSA 1978, Section 13-1-98(A)- procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978.

Chief Procurement Officer Approval:  Date: Jan 3, 2025

Comment/Exceptions: _____

Supporting Information: _____

CONTRACT NUMBER:

FY25 Munis Contract # is 3250360

\$\$\$\$\$ SOURCE/REVENUE: Expense | Revenue

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Police Administration/1000310

Munis Object Name/Number: Detention Center/510410

Budget Officer Approval:  ALEKS LOTERO (Jan 3, 2025 16:31 MST) Date: Jan 3, 2025

Comment/Exceptions: _____

Grant Yes | No

Grant #: N/A

Grant Manager/Accounting Officer Approval: N/A Date: _____

Comment/Exceptions: _____

Project Yes | No

Project Ledger #: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000

Yes | No

Asset # (if known): _____

Repair or Replacement of Existing Equipment:

Yes | No

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: N/A Title: _____ Date: _____

Approval: _____ Title: _____ Date: _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info: AnnaMarie Bowen x5122

ATTACHMENTS:

Santa Fe County Agreement

Exemption Determination email
BAR

**AGREEMENT
FOR INMATE CONFINEMENT
BETWEEN THE COUNTY OF SANTA FE
AND THE CITY OF SANTA FE.**

THIS AGREEMENT is entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the City of Santa Fe, a political subdivision of the State of New Mexico (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is in need of a facility for the incarceration, care, and maintenance of persons charged with, arrested for a crime in the City's jurisdiction and awaiting indictment or trial or convicted and sentenced to a term of imprisonment for such a crime; and

WHEREAS, under New Mexico law, a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners (NMSA 1978, sec. 3-18-20); and

WHEREAS, the County owns and operates the Santa Fe County Adult Detention Facility (SFCADF) which has, from time to time, vacant bed space; and

WHEREAS, the County is willing to house City's inmates from time-to- time as set forth herein;

NOW, THEREFORE, IT IS MUTUALLY AGREED by both parties as follows:

1. **HOUSING OF INMATES.** The County agrees to house persons awaiting indictment or trial on behalf of the City from time-to-time as space is available in the County's SFCADF, upon the conditions and terms set forth below. The City agrees that any such person so housed in the SFCADF is either a person temporarily imprisoned while awaiting indictment or trial, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 (1983) and 33-3-14 (1889), or a person who has been sentenced to a term of imprisonment for violation of City law, and the City agrees in any event that any persons housed at the SFCADF meet the minimum criteria established by these statutes and laws and agrees to compensate the County for housing inmates.

The City shall provide SFCADF with all relevant records regarding any detainee to be housed at SFCADF. Illegal items and/or contraband that are found in a detainee's possession during the booking process will be confiscated

and turned over to the City for additional charges, disposal or destruction. The acceptance of a detainee shall only be effective upon an acceptance form provided by SFCADF being signed by the representative of the City delivering the detainee and the booking officer of SFCADF. The representative of the City delivering the detainee shall remain at SFCADF until the booking process has been completed and the determination made by SFCADF regarding whether or not to accept the detainee.

2. **COMPENSATION.** The City shall pay the County a cost of \$220.00 per day for each full or partial calendar day for a City's inmate. The per day rate includes transportation (Article 6), Pharmaceuticals (Article 8) and staffing required for offsite care (Article 8). A "day" is a 24-hour period that begins at 12:01 and ends at 12:00am. SFCADF has the option to review and adjust their schedule of fees, based on current costs of the SFCADF at the time of this determination. Any updated schedule of fees is effective July 1st, of each calendar year. The City will be notified of the schedule of fees by the County no later than February of each calendar year and can terminate this agreement as outlined in Section 10. The City will only be assessed these costs for the incarceration/housing of individuals who are charged with violation of City offenses while housed at SFCADF. The total amount payable to the City under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred thousand dollars (\$1,200,000.00) per fiscal year. The total amount payable to the City under this Agreement, including gross receipts tax and expenses, shall not exceed four million eight hundred thousand dollars (\$4,800,000.00). The City shall be responsible for tracking total amounts paid under this contract and notifying the County that this total amount has been paid. In no event will the County be paid in excess of this total compensation amount without this Agreement being amended in writing prior to costs in excess of this total amount being incurred. In the event this total compensation amount is reached, and the County is not paid, the County will not accept inmates on behalf of the City and the City must immediately remove its inmates from SFCADF, unless otherwise agreed to by the parties.

If additional services must be provided to a detainee, which will incur a cost for the City, SFCADF shall notify the City 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, the City shall compensate County fully and completely for the cost of such services. In the case of non-emergency additional services, The City shall have three business days from the day it receives notice from SFCADF's intention to provide such services in which to notify County that it does not approve providing such services. If SFCADF does not receive such notice of non-approval from the City within three business days, it shall be deemed that approval has been given.

3. **CONDITIONS OF HOUSING.** The County will house all of City's inmates consistent with SFCADF's prevailing policies, post orders and other routine practices, unless additional housing policies are specified by an appendix to this Agreement.
4. **INVOICES.** The County shall invoice the City for all persons housed at the SFCADF on a monthly basis and shall provide the City with a statement containing the names of persons housed, the dates of housing, the booking number, the total number of days billed, the medical costs incurred, if any, and the total inmate costs for the month. The City 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. If the total compensation amount is reached without payment, the County will cease accepting inmates from the City until the outstanding balance is settled.
5. **INMATE APPROVAL.** The SFCADF Warden or designee shall have the right to refuse housing for any reason to any person proposed for housing in the SFCADF.
6. **TRANSPORTATION.** City shall be responsible for all transportation costs for its inmates to and from SFCADF. In the event medical treatment is required outside of the SFCADF, the County shall transport persons for such treatment.
7. **INMATE POSSESSIONS.** The County will store and safe keep all inmate personal property which is removed from inmates upon arrival at SFCADF. The County shall not be responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the inmate to a criminal investigation by the Santa Fe County Sheriff's Office; however, in the event new charges result, the City shall still be required to pay for housing so long as the inmate's sentence from the City has not been completed, or charges remain pending in the City's County.
8. **MEDICAL CARE.**
 - A. **Routine on-Site Care.** The County shall provide routine medical care, routine dental care, and routine mental health care for City's inmates at the SFCADF.
 - B. **Prison Rape Elimination Act.** SFCADF will comply with provisions of the Prison Rape Elimination Act of 2003 ("PREA"), codified at 42 U.S.C. Sec. 15601 et seq., and with all applicable PREA standards for preventing, detecting, monitoring and investigating any form of sexual abuse within SFCADF.
9. **TERM.** This Agreement shall become effective as of December 12, 2024, when agreed on by both parties. The term of this Agreement is four years unless earlier terminated pursuant to Paragraph 10 below (Termination).

10. **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 City's inmates have been removed from SFCADF. 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 **City must pick up its inmates within the 60-day written notice period or be subject to the compensation amount subject to the contract or amended contract in place at the time of termination beginning on the 61st day.** Upon termination of this Agreement, the County is under no obligation to accept the City's inmates.
11. **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 City, 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.
12. **INSURANCE.** The County maintains public liability insurance for its operation of the SFCADF. The City shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
13. **SUBCONTRACTING.** The County may subcontract services to be performed under this Agreement with advance notice to the City. If a person housed at the SFCADF is transferred to another facility pursuant to a subcontract, the City shall be notified within 24 hours of the transfer.
14. **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 inmate housing and booking records. Such records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor.
 - B. **City Information.** The City shall provide its complete file on each person incarcerated at the SFCADF under this Agreement including, but not limited to, the incarceration file, the medical file, all court and/or arrest documents necessary to justify the City's inmate incarceration, and copies of each person's criminal history. Gang affiliations and other associations of relevance shall also be provided, if known.
15. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

16. **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.
17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.
18. **ACCESS BY CITY.** The City, with prior approval and consent of the Director of SFCADF, may inspect the conditions under which City's inmates are housed at SFCADF. Access to SFCADF shall be coordinated through the Director of SFCADF, the Warden or their designee.
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.
20. **APPROPRIATIONS.** The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body of the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the County. However, the City would be responsible for and to pay for all services rendered prior to notice being provided to the County.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed, said Agreement to become effective as of December 12, 2024, when signed by both parties.

Santa Fe County

Gregory S. Shaffer, Santa Fe County Manager

Date: _____

Approved as to form:

Jeff S. Young, County Attorney

Date: _____

City: City of Santa Fe

Alan Webber, Mayor

Date: _____

Attest:

Andréa Salazar, City Clerk

Date: _____

Approved as to Form:

Christopher W. Ryan
Christopher W. Ryan (Dec 12, 2024 13:53 MST)
Christopher W. Ryan, Senior Assistant City Attorney

Date: Dec 12, 2024

Finance:

Emily K. Oster
Emily Oster, Finance Director

Date: Jan 3, 2025






SFC Inmate Confinement Agreement - Final CAO 12-12-24

Final Audit Report

2024-12-12

Created:	2024-12-12
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA AVLvy3Ai5hL7fLuGJ2pxQRNr8H6za2CC0

"SFC Inmate Confinement Agreement - Final CAO 12-12-24" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-12-12 - 8:30:52 PM GMT - IP address: 63.232.20.2
-  Document emailed to cwryan@santafenm.gov for signature
2024-12-12 - 8:31:39 PM GMT
-  Email viewed by cwryan@santafenm.gov
2024-12-12 - 8:53:28 PM GMT - IP address: 104.47.65.254
-  Signer cwryan@santafenm.gov entered name at signing as Christopher W. Ryan
2024-12-12 - 8:53:56 PM GMT - IP address: 63.232.20.2
-  Document e-signed by Christopher W. Ryan (cwryan@santafenm.gov)
Signature Date: 2024-12-12 - 8:53:58 PM GMT - Time Source: server - IP address: 63.232.20.2
-  Agreement completed.
2024-12-12 - 8:53:58 PM GMT



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RICO, TARA R.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, November 20, 2024 9:14 AM
To: RICO, TARA R.; Purchasing DET
Subject: RE: Determination- Inmate housing

Categories: Printed

Tara, this service is exempt per NMSA 1978, Section 13-1-98(A).

A. procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Vendor Registration and Current Procurement Opportunities:
<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

Internal Link: https://intranet.santafenm.gov/finance_1



More Procurement, less drama ~ John Blair

From: RICO, TARA R. <trrico@santafenm.gov>
Sent: Wednesday, November 20, 2024 9:12 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination- Inmate housing

Good morning,

Please provide a determination for the housing of inmates.

1. **HOUSING OF INMATES.** The County agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's SFCADF, upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the SFCADF is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a jail in the Contractor's jurisdiction, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 (1983), and 33-3-14 (1889), and the Contractor agrees in any event that any persons housed at the SFCADF meet the minimum criteria established by these statutes and laws and agrees to compensate the County for housing inmates



*Tara R. King, Project Specialist
Santa Fe Police Department
2515 Camino Entrada
Santa Fe NM 87507
505-955-5004*


500-SF County Jail Contract- Exempt-updated


Final Audit Report

2025-01-04


Created:	2025-01-03
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqe4DsxWX63AVCRlbfWmMNpZeF11AA5dn


"500-SF County Jail Contract- Exempt-updated" History

 Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2025-01-03 - 10:52:09 PM GMT - IP address: 97.182.206.186


 Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-01-03 - 10:54:28 PM GMT


 Email viewed by ALEXIS LOTERO (aclotero@santafenm.gov)
2025-01-03 - 11:30:00 PM GMT - IP address: 174.218.26.17


 Document e-signed by ALEXIS LOTERO (aclotero@santafenm.gov)
Signature Date: 2025-01-03 - 11:31:34 PM GMT - Time Source: server- IP address: 174.218.26.17


 Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda
(tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-01-03 - 11:31:40 PM GMT

 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-01-03 - 11:54:06 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-01-03 - 11:54:11 PM GMT

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-01-03 - 11:57:40 PM GMT - IP address: 104.47.64.254

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-01-04 - 0:06:51 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.
2025-01-04 - 0:06:51 AM GMT