



Agenda Item Number: 8-8-13.6K

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

Date of Commission Meeting:

August 8, 2013

Division / Elected Office:

Community Services

Staff Contact:

Peggy Folk Cote, Director

Title of Item:

DWI/Prevention Program Memorandum of Agreement with San Juan County for Inpatient Treatment Services

Action Requested:

Motion to Approve a Memorandum of Agreement between Sandoval County and San Juan County for Inpatient Treatment Services, amount not to exceed \$25,000, beginning July 1, 2013 and ending June 30, 2014.

Summary:

Sandoval County has contracted for 28-day inpatient treatment services for DWI Offenders over six years with the San Juan Treatment Facility. Treatment is court ordered and provided by the San Juan County Treatment Facility. The \$25,000 will serve up to 10 offenders at a cost of \$2,423 per offender.

Attachments:

Memorandum of Agreement

FISCAL IMPACT

This has been budgeted in the 2013-14 budget.

STAFF ANALYSIS SUMMARY

County Manager:

Recommend Board of County Commission approval. PPR 08/02/2013

**Initiating Elected Official/
Division Director:**

Peggy Folk Cote,
Director of Community Services

Legal:

Approved as to form. PFT 8/2/2013

Finance:

Recommend Approval CCH 8/2/13

**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF SANDOVAL AND
SAN JUAN COUNTY**

This Memorandum of Agreement is made and entered into on this 15th day of July 2013, by and between the County of Sandoval (hereinafter referred to as "SANDOVAL COUNTY"), and San Juan County, New Mexico (hereinafter referred to as "SAN JUAN COUNTY").

WHEREAS, SANDOVAL COUNTY is the fiscal agent for the Sandoval County DWI Program concerning Local DWI, Detoxification and Distribution Grants funding received from the State of New Mexico; and,

WHEREAS, SANDOVAL COUNTY has received funding from the Department of Finance and Administration, Local Government Division, Detoxification Grant Program, for the purposes of Adult Treatment and,

WHEREAS, SAN JUAN COUNTY, NEW MEXICO, provides adult incarceration/treatment services; and,

WHEREAS, it is mutually beneficial for the clients of Sandoval County DWI Program;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Upon sentencing by an appropriate court to the San Juan DWI Facility and accurate and truthful completion of all intake forms necessary for the determination of eligibility for the 28 day program, and subject to space availability, San Juan agrees to accept and provide for the secure custody, care and safekeeping of those convicted of misdemeanor DWI and sentenced to the Facility.
2. San Juan will be reimbursed by SANDOVAL COUNTY at a rate of \$2423.00 per person who is sentenced to and who completes the program. Should a person fail to complete the program, the compensation shall be based upon a daily rate of \$86.54. The daily rate shall be applicable to all or any part of a day's incarceration. The total amount payable to San Juan County (San Juan Treatment Facility) under this Agreement, including gross receipts tax and expenses, shall not exceed Twenty-five Thousand Dollars (\$25,000.00). This amount is a maximum and not a guarantee that the work assigned under this Agreement to be performed shall equal the amount stated herein.
3. Request for payment to SANDOVAL COUNTY must be made within 30 days of the completion the treatment program. Should a person fail to complete the program, the compensation shall be based upon a daily rate of \$86.54. The daily rate shall be applicable to all or any part of a day's incarceration.

4. San Juan designates the DWI Treatment Center Administrator as its liaison, responsible for all communications between San Juan and SANDOVAL COUNTY. SANDOVAL COUNTY designates the DWI and Prevention Program Executive Administrator as the liaison between SANDOVAL COUNTY and SAN JUAN COUNTY, NEW MEXICO. This representative shall be available to SAN JUAN COUNTY, NEW MEXICO at all reasonable times within the normal working hours of SANDOVAL COUNTY. Any questions that arise between SAN JUAN COUNTY, NEW MEXICO and SANDOVAL COUNTY during the term of this Agreement shall be directed to SANDOVAL COUNTY'S designated representative.
5. San Juan agrees to provide written policies, procedures and forms as may be required to facilitate the education of those responsible for sentencing to the facility and to simplify the determination of eligibility of those sentenced prior to transport. San Juan will further provide an initial training on the program, its requirements, the scheduling of admissions and the basis for removal of an individual from the program. San Juan may modify those policies and procedures at anytime upon 30 days notice.
6. SANDOVAL COUNTY Responsibilities:
 - a. The timely transportation of all inmates to and from the facility and to any and all court appearances outside of San Juan County. SANDOVAL COUNTY will not transport any inmate to the Facility without proper authorization. Sandoval County Sheriff's Office will be providing the transportation.
 - b. Provide all appropriate Court Orders for booking and release of its inmates sentenced to the facility and ensure that court orders contain language allowing the San Juan County Adult Detention Facility to hold inmates who are discharged from the DWI Detention Treatment Facility prior to completion and pending transport. Sandoval County will ensure that this is stipulated in the commitment order for each defendant.
 - c. Give notice to the facility when an inmate is to be picked up for a Court Appearance and to return the inmate upon completion of the appearance. Unless an inmate is absent from the facility for more than 48 hours for a court appearance, SANDOVAL COUNTY shall not be entitled to a credit against the full cost of incarceration.
 - d. Provide all required medical information and all maintenance medications of any inmate sentenced to the DWI Facility. SANDOVAL COUNTY shall be responsible for all medical costs incurred by an inmate other than those which may be included as a routine cost associated with San Juan's medical service contract. If not an emergency, San Juan shall contact SANDOVAL COUNTY for instructions, San Juan shall, to the extent possible, cause medical costs to be billed directly to SANDOVAL COUNTY. If San Juan is required to pay any inmate medical expenses, the same shall be billed to SANDOVAL COUNTY with the next month's billing and paid by SANDOVAL COUNTY within 30 days.

7. San Juan County agrees:
 - a. To be responsible for the care, custody, and control of SANDOVAL COUNTY inmates after such time as the inmates are delivered and accepted into the Facility's custody, along with the necessary paperwork.
 - b. To provide at least 3 meals per day which shall be not more than 14 hours apart, to provide suitable clothing and to provide suitable bedding for SANDOVAL COUNTY inmates.
 - c. To apply the Rules and Regulations of the Facility to SANDOVAL COUNTY inmates in the same manner as applied to San Juan inmates.
 - d. To promptly notify SANDOVAL COUNTY should any of its inmates be discharged from the program prior to completion of the same and to deliver said inmate to the San Juan County Detention Center and hold that inmate until picked up by SANDOVAL COUNTY authorities. Should any inmate be held at the San Juan County Detention Center, SANDOVAL COUNTY shall be billed at the rate of \$70.13 per day commencing on the first following transport to the Detention Center. SANDOVAL COUNTY will ensure that this is stipulated in the commitment order.
 - e. To have any inmate released, either because of satisfactory completion of the program or as a result of early discharge ready to be released to SANDOVAL COUNTY transport no later than 1:00 p.m. on the day of scheduled release.
 - f. Subject to the provisions of Paragraph 6d, to provide for the medical care of SANDOVAL COUNTY inmates received by the DWI Facility.
 - g. To provide the same treatment for alcohol abuse to SANDOVAL COUNTY inmates as provided to San Juan inmates.
 - h. To release SANDOVAL COUNTY inmates at anytime upon receipt of appropriate Court documents.
8. Each party shall be solely responsible for all liability arising from its own violated or alleged violation of its responsibilities under this agreement or as may exist under existing standards related to the housing of prisoners, whether established by the Constitution, Statues, Regulations or Common Law of the United States of America or the State of New Mexico. Neither party shall be responsible for any liability incurred as a result of the acts or omissions of the other party. Any liability incurred by either County to the other or to any third party is subject to the immunities and limitations of the New Mexico Tort Claims Act, 41-4-1, et. Seq., NMSA 1978 as amended.

9. This agreement shall be effective for a period of one year and shall expire on June 30, 2014. The charge to be paid by SANDOVAL COUNTY shall be subject to annual review and may be revised according to a written amendment to this agreement.
10. Either party may terminate this agreement without cause by giving the other not less than 30 days written notice to the other. In the event such notice is given by San Juan, San Juan shall allow any individual currently incarcerated at the DWI facility to complete his sentence and shall further allow any person then sentenced to the facility who has reported to complete the program.
11. San Juan shall be deemed an independent contractor pursuant to this agreement. This Agreement is not intended to serve as a Joint Powers Agreement and by participating in this Agreement, SANDOVAL COUNTY obtains no control over the operation of the facility nor does it assume any liability for those who are not SANDOVAL COUNTY inmates.
12. San Juan shall maintain detailed records of all services identified in this agreement for a period of three (3) years. SANDOVAL COUNTY shall have the right to inspect all records and billing as they relate to SANDOVAL COUNTY inmates both before and after payment; payment under this Agreement shall not foreclose the right of SANDOVAL COUNTY to recover illegal or excessive payments.
13. Any confidential information provided to, maintained by, or developed by San Juan County in the performance of his Agreement shall be kept confidential. San Juan County shall not release to SANDOVAL COUNTY any information relative to the incarceration or treatment of any inmate without the appropriate Release of Information which shall incorporate all State and Federal Standards. The parties shall mutually develop such release for inclusion in the preadmission packet.
14. San Juan agrees to comply with the New Mexico Procurement Code and applicable regulations in the operation of the DWI facility. San Juan will maintain a permanent file containing a record of the expenditures relative to the DWI Facility for a period of three (3) years.
15. It is understood that SANDOVAL COUNTY cannot control the sentencing practices of any Judge. Therefore, no assurances can be made as to the number of inmates who may be sentenced to the DWI Facility. San Juan County will cooperate in attempting to have available beds at the facility but no assurances can be given as to the availability of beds at any given time.
16. SANDOVAL COUNTY agrees that it will promptly notify the Judges if funds appropriated for payment pursuant to this contract have been or soon will be exhausted. SANDOVAL COUNTY further agrees to terminate this Agreement at that time.
17. This agreement may be terminated by the terminating party providing written notice to the other in care of the Chief Operating Officer of the County with a copy provided to the

designated liaison. Said notice shall be sent by certified mail and shall be deemed effective upon receipt of the same.

18. This agreement shall be governed by the law of the State of New Mexico.
19. This Agreement incorporates the entire agreement between the parties concerning the subject matter hereof. All prior agreements, covenants, representations, and understanding have been merged into this written Agreement. No prior agreement, covenant or understanding verbal or otherwise shall be valid and enforceable unless embodied in this Agreement.
20. The Agreement may only be altered or amended by written Agreement executed by both parties hereto with the same formalities as this Agreement.
21. Execution in Counterpart. This agreement may be executed by the respective County Commissions in counterpart. The agreement shall not be binding until executed by both County Commissions.

IN WITNESS WHEREOF, both SAN JUAN COUNTY, NEW MEXICO and SANDOVAL COUNTY have caused this Memorandum of Agreement to be duly executed.

SAN JUAN COUNTY, NEW MEXICO:

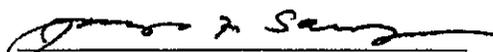
San Juan County, New Mexico



San Juan County Commission Chair

7/25/13
Date

APPROVAL AS TO FORM:



San Juan County Attorney

7-18-2013
Date

**BOARD OF COUNTY COMMISSIONERS
OF SANDOVAL COUNTY:**

Sandoval County Commission Chair

Date

ATTEST:

Sandoval County Clerk

APPROVAL AS TO FORM:

Sandoval County Attorney

Date