



**AGREEMENT  
BETWEEN VALENCIA COUNTY  
AND THE CITY OF RIO COMMUNITIES**

**FOR THE PURPOSE OF PROVIDING HOUSING AND CARE OF ADULT PERSONS  
ARRESTED BY THE CITY OF RIO COMMUNITIES OR SENTENCED TO  
DETENTION OR CONFINEMENT PURSUANT TO THE JURISDICTION AND  
AUTHORITY OF THE CITY OF RIO COMMUNITIES MUNICIPAL COURT**

**THIS AGREEMENT** is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2022 and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County", and The City of Rio Communities, hereinafter referred to as the "Municipality," political subdivisions of the State of New Mexico.

**RECITALS**

**WHEREAS**, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

**WHEREAS**, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

**WHEREAS**, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

**WHEREAS**, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

**WHEREAS**, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

**WHEREAS**, NMSA 1978, Section 3-18-20 (1965) provides that, "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," and;

**NOW THEREFORE** the parties hereby agree as follows:

## **AGREEMENT**

### **1. Scope of Responsibilities.**

#### **A.**

i. The County agrees to confine and house all individuals, who are over the age of 18, arrested by Municipal Law Enforcement Officers for violation of the Municipality's Laws or that are sentenced to detention or confinement by the City of Rio Communities Municipal Court (hereinafter "Municipal Detainees") subject to the terms and restrictions of this Agreement.

ii. The Municipality will pay the County the sum of \$120.00 per day or any fraction thereof for each Municipal Detainee confined at the Detention Center based upon a billing cycle of 12:01 a.m. (Midnight) to 12:00 a.m. (Midnight).

iii. Full payment for the above specified service shall be remitted by the Municipality to the County after the Municipality's receipt of the County's itemized monthly billing statement. Bills shall be remitted by the County on or about the first business day of each month and shall contain the names of each the Municipal Detainee and the dates of Detention. Full payment shall be made by the Municipality to the County within thirty (30) days of receipt of the bill, and a copy of the bill and check shall be sent by the Municipality to the Valencia County Treasurer's Office for record keeping purposes.

iv. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

**B.** The Municipality is responsible for all transport Municipal Detainees to and from the Valencia County Adult Detention Center (the "Center") and to and from Court proceedings. The Municipality is also responsible for providing all appropriate court orders for booking and release of Municipal Detainees.

**C.** The Municipality agrees to call the Center in advance to verify available space prior to delivering Municipal Detainees for booking. If the Center is at full capacity, the County, through its authorized agent, reserves the right to deny intake in accordance with state and federal regulations.

**D.** If the Detention Center's Warden determines that the Center is at full capacity the Municipality's detainee(s) in the custody of Valencia County will be transported to another detention facility within the State of New Mexico. The Municipality shall pay the County all costs of housing its detainee(s) at the non-Valencia County detention facility. The Detention Center Warden will immediately inform the Municipality of the need to transport the Municipality's Inmate(s) pursuant to this provision.

**E.** The Municipality will give notice to the Center when a Detainee is to be picked up for a court appearance or release and the Center will have Detainees ready to leave when the Municipal

Police Officers arrive at the Center. The Municipal Police Department assumes responsibility for all arrest and notification papers prior to the booking of Detainees. The Municipality agrees to return any Detainee taken from the Center, for whatever reason, for final processing at the Center.

**F.** The County will be responsible for the care, custody, and control of Detainees after such time that the Detainees are delivered and accepted to the Center's custody, along with the necessary paperwork. (1985 Op. Att'y Gen. No. 85-03).

**G.** The Detention Center will not accept Municipal Detainees if they do not clear the Detention Center's initial medical assessment. It is the responsibility of the Municipality to transport and obtain medical or psychological treatment for those persons in the Municipality's custody who have not been accepted by the Detention Center or who have been re-housed elsewhere as a result of inmate overcrowding conditions (as mentioned in section D).

**H.** The Municipality will obtain medical or psychological treatment for any Municipal Detainee that is suicidal, excessively inebriated or demonstrating signs of mental illness, physical injury, or other medical conditions prior to the time they are presented for booking, and, if requested, will provide a medical release at the time of booking.

**I.** All medical expenses for the treatment of Municipal Detainees who are subject to this Agreement shall be the responsibility of the Municipality. The Detention Center will provide all day to day in house medications and in house clinical care at no additional cost to the Municipality. The City of Rio Communities shall reimburse the County for any and all extraordinary and/or non-in-house care. Valencia County will contact the Municipality for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations. The Municipality agrees to fully reimburse the County of Valencia for all emergency medical services paid by the County of Valencia for Municipal inmates. Notification of emergency situations will be made within twenty-four (24) hours.

**2. Term and Termination.** This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Municipality removes its last inmate from the Detention Center and compensates Valencia County for all amounts due and owing under this Agreement.

**3. Property.** No property shall be acquired as a result of this Agreement which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

**4. Surplus Funds.** There will be no surplus money as a result of this Agreement as the fees billed by the County are for services rendered to the Municipality and the fees received by the County will be transferred to the County general fund as required by law.

**5. Strict Accountability of all Receipts and Disbursements.** Each party shall be strictly accountable for all receipts and disbursements under this agreement.

**6. Amendment.** This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

**7. Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico.

**8. Liability.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. The County and the Municipality shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the County and/or the Municipality in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

**9. Independent Contractor.** Neither Valencia County nor its employees are considered to be employees of the Municipality for any purpose whatsoever. Valencia County is considered and Independent Contractor at all times in the performance described herein.

**10. Notices.** Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Randy Gutierrez, Warden, P.O. Box 1119, Los Lunas, NM 87031

To the Municipality: Joshua Ramsell, Mayor  
Dr. Martin D. Moore, Ph.D. City Manager,  
360 Rio Communities Blvd, Rio Communities, NM 87002


**11. Lead agency.** The County is designated as the lead agency and shall monitor the actions of the Municipality as pertains to this agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from the County to the Municipality that Municipality is in breach of its payment obligations under this Agreement, the Municipality fails to make payment within fifteen (15) days after receipt of such notice. The Municipality and the County shall report and/or confer with one another upon specific requests.

**12. Repeal of Prior Agreements.** All prior agreements for the housing of The City of Rio Communities Inmates are repealed with the approval of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement which becomes effective as of the date of approval by both parties.

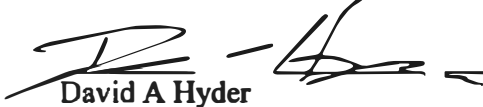
**BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY**  
P.O. Box 1119 / 444 Luna Ave.  
Los Lunas, NM 87031


**APPROVED, ADOPTED, AND PASSED** on this 1 day of June, 2022.

  
\_\_\_\_\_  
Gerard Saiz  
Chair, District I

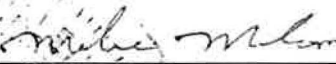
\_\_\_\_\_  
Jhonathan Aragon  
Vice-Chair, District V

  
\_\_\_\_\_  
Troy Richardson  
Commissioner, District II

  
\_\_\_\_\_  
David A Hyder  
Commissioner, District III

  
\_\_\_\_\_  
Joseph Bizzell  
Commissioner, District IV

Attest:

  
\_\_\_\_\_  
Mike Mifam  
Valencia County Clerk

