

**Agreement Between
The Boards of County Commissioners of
Lincoln and Otero Counties
to House Inmates at
the Lincoln County Detention Center**

I. General Provisions.

A. Parties.

The parties to this agreement are:

1. The Board of County Commissioners of Otero County, New Mexico, a political subdivision of the State of New Mexico established under N.M.S.A. 1978, § 4-19-1 (1899), to be referred to as "Otero County," and
2. The Board of County Commissioners of Lincoln County, New Mexico, a political subdivision of the State of New Mexico established under N.M.S.A. 1978, § 4-14-1 (1868), to be referred to as "Lincoln County."

B. Parties Includes Officials, Employees, Agents, Etc.

The parties agree that references to the parties shall be understood, where the context is appropriate, as including all their elected officials, directors, officers, employees, agents, contractors, licensees, invitees, and visitors.

C. Purpose.

The purpose of this agreement is to provide for the housing of Otero County inmates on a space-available basis at the Lincoln County Detention Center, 511 Hangar Lane, Carrizozo, New Mexico 88301.

II. Essential Provisions.

A. Compensation.

Otero County shall pay Lincoln County \$80.00 per full or partial calendar day for each Otero County inmate confined at the Lincoln County Detention Center.

Effective July 1, 2021, and every July 1st thereafter, the daily rate will increase by 5% of the then-current rate.

B. Billing.

Lincoln County shall bill Otero County on a monthly basis.

Bills shall list each inmate by name and booking number and include the dates of incarceration, the total number of days billed, and the total charges for the month.

Otero County shall pay the bill within thirty days.

A late charge of 1.5% shall accrue monthly for bills not paid within forty-five days of the billing date.

C. Term.

The term of this agreement shall be for one year, which shall commence on the date it has been executed by both parties.

The agreement shall be renewable for three additional one-year terms for a maximum length of four years.

The agreement shall automatically renew on the anniversary of its commencement unless either party gives written notice to the other of its intent to not renew the agreement. Such notice shall be given at least forty-five days before the expiration of the term.

D. Termination.

Either party may terminate this agreement upon forty-five days' notice to the other party.

A termination of the agreement shall not be effective until such time as all of Otero County's inmates have been removed from the Lincoln County Detention Center.

A termination does not cancel any obligations already incurred for performance or a failure to perform before the date of termination.

E. No Assignment or Subcontracting.

The parties agree that they may not assign or subcontract this agreement.

III. Procedures

A. Inmate Acceptance.

Housing of inmates at the Lincoln County Detention Center is subject to space being available.

The Warden of the Lincoln County Detention Center shall have the right to refuse the housing of any inmate at the Lincoln County Detention Center. The Warden's decision shall be final.

B. Juveniles.

No juvenile inmates shall be accepted by the Lincoln County Detention Center.

C. Inmate Records.

Otero County shall supply to Lincoln County copies of all documents justifying the detention of an inmate, e.g. criminal complaints, arrest warrants, court orders.

Otero County shall supply to Lincoln County inmate medical records that Otero County possesses.

C. Transportation.

Otero County shall be responsible for all transportation costs to and from the Lincoln County Detention Center. This includes transportation to and from facilities of the New Mexico Corrections Department, other jails, and to medical facilities.

D. Inmate Possessions

Lincoln County will store and keep safe all inmate personal property taken from Otero County inmates upon arrival at the Lincoln County Detention Center.

E. Booking Fee.

Lincoln County will charge a booking fee for Otero County inmates in the amount of \$50.00.

F. Medical Care at the Detention Center.

Lincoln County shall provide routine on-site medical care, routine dental care, and routine mental health care for Otero County’s inmates while they are housed at the Lincoln County Detention Center. Lincoln County may provide this care through a contracted provider.

G. Medical Care Off-Site.

Otero County is liable for and shall reimburse Lincoln County for the costs of any off-site medical, dental, and mental health care.

Lincoln County shall provide Otero County notice within twelve hours of off-site care rendered to Otero County inmates.

Otero County shall be responsible for arranging and paying for security for any inmate whose is confined to a medical facility for longer than twelve hours.

G. Medicines.

Otero County is liable for and shall reimburse Lincoln County for the costs of any medicines or vaccines administered to its inmates.

H. Inspections.

Otero County may inspect the Lincoln County Detention Center at reasonable times. Inspections shall be coordinated with the Warden of the Lincoln County Detention Center.

I. Records and Audits.

Lincoln County shall keep records for Otero County inmates in the same manner it keeps them for Lincoln County inmates.

Lincoln County agrees that inmate records, including medical records and billing records, shall be subject to inspection and audit by Otero County.

IV. Compliance with Laws.

A. Licenses and Permits.

Lincoln County agrees to obtain all licenses or permits necessary for the operation of the Lincoln County Detention Center and will be solely responsible for the costs of the licenses or permits.

B. Anti-discrimination laws.

Lincoln County agrees that it shall comply with all Federal, state, and local anti-discrimination laws, including:

- 1) the Civil Rights Act of 1964, Pub. L. 88-352, 78 Stat. 741;
- 2) the Age Discrimination in Employment Act of 1967, Pub. L. 90-202, 81 Stat. 602;
- 3) the Rehabilitation Act of 1973, Pub. L. 93-112, 87 Stat. 355;
- 4) the Older Americans Amendments Act of 1975, Pub. L. 94-135, 89 Stat. 713;
- 5) the Americans with Disabilities Act of 1990, Pub. L. 101-336, 104 Stat. 327;
- 6) the Civil Rights Act of 1991, Pub. L. 102-166, 105 Stat. 1071;
- 7) the ADA Amendments Act of 2008, Pub. L. 110-325, 122 Stat. 3553;
- 8) the Human Rights Act, N.M.S.A. 1978, § 28-1-1 et seq.; and
- 9) the Fair Pay for Women Act, N.M.S.A. 1978, § 28-23-1 et seq.

C. Federal, State, and Local Laws.

Lincoln County acknowledges that it is subject to Federal, state, and local laws and will comply with them.

Lincoln County agrees that it will indemnify Otero County for any violation of Federal, state, or local law committed by Lincoln County.

V. Contract Interpretation Provisions.

A. Entire Agreement.

The parties agree that this document constitutes the entire agreement between them and any prior agreements or understandings between them have been merged into this document.

B. Amendments.

The parties agree that amendments to this agreement shall be done in writing and signed by representatives of them in the same manner that this contract was executed.

C. Severability.

The parties agree that if any part of this agreement is found to be unenforceable under present laws or those enacted during the term of this agreement, then the illegal parts of this agreement shall be severed from the agreement and the remaining parts shall continue in force.

D. Waivers.

No waiver of any breach or default shall constitute a waiver of any subsequent default or breach.

E. Choice of Law.

The parties agree that the laws of the State of New Mexico shall govern the interpretation of this agreement.

F. Forum-Selection.

The parties agree that the exclusive forum for disputes under this agreement shall be the Twelfth Judicial District Court of the State of New Mexico sitting in Lincoln County.

If the Twelfth Judicial District Court finds that the amount in question in the suit is below its jurisdictional limits, the parties agree that the exclusive forum for disputes shall lie instead with the Lincoln County Magistrate Court.

G. Submission to Jurisdiction.

The parties agree to submit to the jurisdiction of both the Twelfth Judicial District Court and the Lincoln County Magistrate Court.

H. Federal Court.

The parties hereby waive their rights to file in or remove to Federal court any suit brought under this agreement.

I. Running of Time.

If the deadline for any act required under this agreement falls upon a Saturday, Sunday, legal holiday, or other day that the Lincoln County offices are closed, then the act shall be timely if done on the next weekday that Lincoln County offices are open.

J. Notices.

The parties agree to make any notices required under this agreement in writing. Any notices declaring a default or terminating this agreement shall be sent to the parties at the addresses below by the U.S. Postal Service or commercial carrier using a method of delivery that requires the addressee to sign for the item. Examples of such methods are certified mail, registered mail, and express mail.

Notices shall be sent to Otero County as follows:

Board of County Commissioners of Otero County
Attn: County Manager
Otero County Administration Building
1101 New York Avenue
Alamogordo, New Mexico 88310

Notices shall be sent to Lincoln County as follows:

Board of County Commissioners of Lincoln County
Attn: County Manager
P. O. Box 771
Carrizozo, New Mexico 88301

(signature page follows)

**THE BOARD OF COUNTY COMMISSIONERS OF
OTERO COUNTY, NEW MEXICO**

By: Gerald Matherly
Its: Chairman
Date: _____

Attest: _____
Robyn Holmes
Otero County Clerk

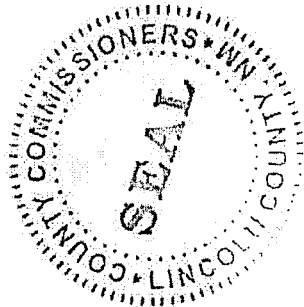
Approved as to Form:

Michael Eshleman
Otero County Attorney
Date: _____

**THE BOARD OF COUNTY COMMISSIONERS OF
LINCOLN COUNTY, NEW MEXICO**

Approved Telephonically
By: Dallas Draper
Its: Chairman
Date: 11-17-20

Attest: Whitney Whittaker
Whitney Whittaker,
Lincoln County Clerk



Approved as to Form:
Alan P. Morel
Alan P. Morel
Lincoln County Attorney
Date: 11-17-20