

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARDS OF
COUNTY COMMISSIONERS OF COSTILLA COUNTY, COLORADO AND
ARCHULETA COUNTY, COLORADO REGARDING THE HOUSING OF
COSTILLA COUNTY INMATES AT THE ARCHULETA COUNTY
DETENTION CENTER**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the BOARD OF COUNTY COMMISSIONERS OF COSTILLA COUNTY, COLORADO, a political subdivision of the State of Colorado (referred to hereinafter as “Costilla County”), and the BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, a political subdivision of the State of Colorado (referred to hereafter as “Archuleta County.”)

RECITALS

A. Costilla County and Archuleta County have authority to act cooperatively and also have the authority and capacity to enter into this Agreement pursuant to C.R.S. §29-1-201 *et seq.* and Article XIV, § 18 of the Colorado Constitution.

B. C.R.S. §17-26-101 requires Costilla County and Archuleta County, at the expense of each, to maintain a county jail for the detention, safekeeping and confinement of persons and prisoners lawfully committed.

C. Costilla County did maintain a jail for the detention, safekeeping and confinement of persons and prisoners (hereafter the “Costilla Jail”), which is managed by the Costilla County Sheriff Danny Sanchez (“Sheriff Sanchez”).

D. Archuleta County maintains a jail for the detention, safekeeping and confinement of persons and prisoners (hereafter the “Archuleta Jail”), which is managed by Sheriff Mike Le Roux (“Sheriff Le Roux”).

D. C.R.S. §17-26-102 appoints Sheriff Sanchez as the keeper of the Costilla Jail and Sheriff Le Roux as the keeper of the Archuleta Jail.

E. C.R.S. §17-26-103 requires Sheriff Sanchez and Sheriff Le Roux to receive and safely keep every person duly committed or placed in their respective jails.

F. Due to health and safety issues, Sheriff Sanchez had to close the Costilla Jail. Archuleta County has extra capacity at the Archuleta Jail and is willing to contract with Costilla County to house its inmates and arrestees (hereafter “Costilla Inmates”) in the Archuleta Jail pursuant to the terms of this Agreement.

G. Costilla County is willing to rent bed space from Archuleta County at the Archuleta Jail for Costilla Inmates under the terms and conditions of this Agreement, until such time as it is able to house such inmates in its own facility. Any Costilla Inmate placed in the Archuleta Jail will be housed under a courtesy hold, but legal custody of any Costilla Inmate will remain with Costilla County.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein set forth, the parties agree:

1. Criteria for Acceptance of Costilla Inmates: Sheriff Le Roux reserves the right to not house a Costilla Inmate at any time and for any reason. Sheriff Sanchez shall provide all pertinent and required inmate records to Sheriff Le Roux prior to a Costilla Inmate's placement in the Archuleta Jail. Generally, Sheriff Le Roux will accept or reject physical custody of a Costilla Inmate based on the following criteria:

- a. Availability of space at the Archuleta Jail;
- b. Security classification of the Costilla Inmate;
- c. If the Costilla Inmate suffers from physical or mental health problems requiring care beyond the abilities of Archuleta County to provide within the Archuleta Jail; or,
- d. Housing of the Costilla Inmate is not in the best interests of Archuleta County.

Any Costilla Inmate accepted for housing in the Archuleta Jail will be held under a courtesy hold. While the Archuleta Jail will have physical custody of any Costilla Inmate housed at the Archuleta Jail, legal custody of any such Costilla Inmate shall at all times remain with Costilla County.

Sheriff Le Roux and Archuleta Jail personnel may also review the files of any Costilla Inmate prior to acceptance, and such files shall be provided by Costilla County to the extent Costilla County has possession or access to such files, to determine the following:

- a. Current classification level;
- b. Current charges;
- c. History of incidents while incarcerated;
- d. Medical history, which will be maintained in compliance with federal and state law including the requirements of the Health Insurance Portability and Accountability Act;
- e. Threat levels; or,
- f. Criminal history.

In the event Archuleta County does not agree to house a Costilla Inmate, Sheriff Le Roux, after being fully informed by Archuleta County detention staff, shall notify Sheriff Sanchez of such rejection by telephone prior to the transportation of such inmate to the Archuleta Jail or, if the inmate is already detained in the Archuleta Jail, Sheriff Sanchez shall relocate such inmate within forty-eight (48) hours of such notification by Sheriff Le Roux, unless otherwise agreed.

2. Daily Rate: Costilla County shall pay Archuleta County a daily rate ("Inmate Charge") for each Costilla Inmate ("Bed Space Day") housed at the Archuleta Jail. The Inmate Charge shall be eighty dollars (\$80.00). The Inmate Charge may adjust annually on January 1st of each year. The day a Costilla Inmate arrives at the Archuleta Jail shall count as one full Bed Space Day. The day a Costilla Inmate's physical custody is

transferred back to Costilla County from the Archuleta Jail shall not count as one Bed Space Day. In the event a Costilla Inmate arrives and departs the Archuleta Jail on the same day, it shall count as one Bed Space Day for billing purposes.

3. Services Provided: The Inmate Charge for each Bed Space Day shall include the following services:

- a. Security, housing and control within the Archuleta Jail;
- b. Meals;
- c. Uniforms;
- d. Bedding and linens;
- e. Use of the recreational and law library;
- f. Use of recreational facilities;
- g. Inmate on-site visitations; and,
- h. Access to and participation in Archuleta Jail work, training and treatment programs.

4. Billable Services: Archuleta County will provide the following services to the Costilla Inmates at its discretion, and Costilla County shall be responsible for paying for or reimbursing Archuleta County for these services in an amount equal to Archuleta County's cost of providing or obtaining such services:

- a. Routine medical, mental health and dental care, including but not limited to over-the-counter medication, prescriptions, sick calls and doctor's visits that can be accommodated at the Archuleta Jail;
- b. Transporting Costilla Inmates to any venue should Costilla County personnel not be able or are unavailable to provide such transport; and,
- c. Any other services not expressly mentioned in Paragraph 3 above.

If a Costilla Inmate requires hospitalization or other care that cannot be accommodated at the Archuleta Jail, the Archuleta County Sheriff will transport Costilla County inmates to and from a medical facility for medical treatment or emergency medical treatment. In the event the inmate's stay at the medical facility exceeds 8 hours the Costilla County Sheriff will be notified and will be responsible for security of the inmate until (s)he is returned to the Archuleta County Detention Facility. Costilla County is responsible for paying for such care directly. Costilla County shall reimburse Archuleta County for all costs incurred under Section 4 from the date any Costilla Inmate arrived at the Archuleta Jail, regardless of the date this IGA is signed and executed by the parties.

5. Billing Procedures: Archuleta County shall submit an invoice to Costilla County on a monthly basis detailing the number of Bed Space Days, as set forth in Paragraph 2, and any Billable Services, as set forth in Paragraph 4. Costilla County shall submit payment of such sums within thirty (30) days thereafter.

6. Number of Costilla Inmates: Costilla County need not provide a minimum number of inmates to the Archuleta Jail per month under this Agreement. Costilla County

and Sheriff Sanchez may utilize the benefits of this Agreement as Costilla County deems necessary.

7. Responsibility for Care, Custody and Control of Costilla Inmates:

- a. Archuleta County and Sheriff Le Roux shall have all authority necessary for the care, custody and control of Costilla Inmates while such inmates are housed in the Archuleta Jail or while being transported by Archuleta County personnel. While housed at the Archuleta Jail or while being transported by Archuleta County personnel, the Costilla Inmates will be subject to all of Sheriff Le Roux's and Archuleta Jail's policies, rules, and regulations, including disciplinary procedures, as they currently exist and as they may be subsequently adopted or amended.
- b. Archuleta County shall make certain that Court imposed sentences and other orders pertaining to Costilla Inmates housed at the Archuleta Jail are faithfully executed, and shall maintain a complete file of all records, communications, and other written materials related to the Costilla Inmates, which shall be provided to Costilla County upon request. Costilla County shall provide Archuleta County with any and all documents relating to Costilla Inmates needed to maintain a complete file for each inmate housed at the Archuleta Jail, including but not limited to court orders, medical information and restraining orders.
- c. Costilla County shall be responsible for transporting and providing all necessary security for Costilla Inmates to and from the Archuleta Jail and all other venues, unless otherwise agreed.
- d. Costilla Inmates shall not be granted furloughs or leaves and shall not be assigned to work outside the Archuleta Jail without prior written consent of Sheriff Sanchez and so ordered by a Court of competent jurisdiction.
- e. While within the Archuleta Jail, Costilla County personnel agree to fully abide by and comply with all applicable Archuleta Jail rules, regulations, and procedures.

8. Return Policy: Archuleta County and Sheriff Le Roux reserve the right to return physical custody any Costilla Inmate housed at the Archuleta Jail to the physical custody of Costilla County and Sheriff Sanchez at any time and for any reason, at the sole expense of Costilla County, whereupon Costilla County shall be responsible for transporting and housing said inmate at another facility. At no time will Archuleta County or Sheriff Le Roux have the responsibility to transport any returned Costilla Inmate back to Costilla County or to any other location, unless otherwise agreed. Likewise, Costilla County may retrieve any Costilla Inmate housed at the Archuleta Jail at any time and for any reason. Generally, Archuleta County or Sheriff Le Roux may return a Costilla Inmate to the physical custody of Costilla County and Sheriff Sanchez under the following circumstances:

- a. Costilla Inmate is about to complete his or her sentence;
- b. Costilla Inmate is set to be released from legal custody by means of posting bail or by court order;
- c. Costilla Inmate becomes a management problem for Sheriff Le Roux;
- d. Costilla Inmate receives new criminal charges or convictions that reclassify the inmate to another custody level beyond the capabilities of the Archuleta Jail; or,
- e. Costilla Inmate commits a criminal offense while housed at the Archuleta Jail.

If a Costilla Inmate is scheduled for release pursuant to Section 8.a. or 8.b. above, or for any other reason, Archuleta County shall transfer physical custody of the Costilla Inmate back to Costilla County, who shall transport the Costilla Inmate from the Archuleta Jail back to Costilla County, whereupon Costilla County agrees to make all reasonable efforts to communicate and coordinate the transfer of physical custody of any Costilla Inmate so as to reduce the number of trips Costilla County personnel need to make between Archuleta and Costilla County.

9. Notification: Sheriff Le Roux shall timely notify Sheriff Sanchez in the event of the following circumstances:

- a. Significant injury of a Costilla Inmate, including any injury that may require hospitalization;
- b. Escape, attempted escape or conspiracy to escape of a Costilla Inmate;
- c. Death of a Costilla Inmate;
- d. Any emergency situation involving a Costilla Inmate; or,
- e. Any other situation involving a Costilla Inmate for which Sheriff Le Roux, in his sole discretion, believes should be communicated to Sheriff Sanchez.

10. Term: The terms of this Agreement shall be for a period of two (2) years. However, Costilla County may elect to renew this Agreement for an additional two (2) year period by giving prior written notice to Archuleta County at least sixty (60) days before the expiration of the initial term. This Agreement may be cancelled or terminated by either party upon thirty (30) days advance written notice. Upon termination of the Agreement, each party shall be released from all further liability and obligations hereunder except for those arising under Paragraph 11 below, which shall continue beyond the termination of this Agreement.

11. Responsibility for Legal Proceedings: In the event legal proceedings are brought against Archuleta County or Sheriff Le Roux by a Costilla Inmate, or by any other entity by virtue of, or arising out of the housing of Costilla Inmates at the Archuleta Jail, or performance of any other services pursuant to this Agreement, Costilla County shall pay all costs associated with the Archuleta County's and Sheriff Le Roux's defense as if the legal proceeding was filed against Costilla County or Sheriff Sanchez, except for any claims against Archuleta County or Sheriff Le Roux for gross negligence or willful, wanton or intentional misconduct. Such costs shall include but not be limited to all attorney's fees,

expenses and court costs. In addition, Costilla County shall be responsible for the payment of any penalties, judgments or settlements required of Archuleta County or Sheriff Le Roux, and the costs of any corrective action ordered as a result of such legal proceedings.

12. Responsibility for Records Requests: In the event that a records request under the Colorado Open Records Act (“CORA”) or the Colorado Criminal Justice Records Act (“CCJRA”) is submitted to Archuleta County or Sheriff Le Roux regarding a Costilla Inmate, Costilla County, Sheriff Sanchez or both shall be deemed the official custodian of such records and shall take full responsibility in responding to such a records request. Any legal proceeding that may result from a records request under CORA, CCJRA or both are subject to the terms and conditions set forth in Paragraph 11. Archuleta County agrees to assist Costilla County in searching for and providing documents within the scope of a records request; however, Costilla County shall reimburse Archuleta County for the actual costs incurred in providing such assistance.

13. Status of Parties: The parties agree that the status of Archuleta County shall be that of an independent political subdivision and it is not intended, nor shall it be construed, that any party or any officer, employee, or agent of Archuleta County is an officer, employee, loaned employee, or agent of Costilla County for purposes of unemployment compensation, workers' compensation, governmental immunity or for any purpose whatsoever unless otherwise provided herein. The parties further agree that the status of Costilla County shall be that of an independent political subdivision and it is not intended, nor shall it be construed, that any party or any officer, employee, or agent of Costilla County is an officer, employee, loaned employee, or agent of Archuleta County for purposes of unemployment compensation, workers' compensation, governmental immunity or for any purpose whatsoever unless otherwise provided herein. Each party acknowledges that it remains fully responsible for any and all obligations as the employer of its officers or other personnel, including, among other things, responsibility for the payment of the earnings, overtime earnings, withholdings, insurance coverage, workers compensation, medical and legal indemnity where appropriate, and all other requirements by law, regulations, ordinance, or contract.

14. Insurance: The parties are public entities within the meaning of the Colorado Governmental Immunity Act (CGIA), §24-10-101, *et seq.*, C.R.S., as amended. The parties agree that each party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.* Therefore, at all times during the term of this Agreement, including any renewals or extensions, the parties shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet Liability, Commercial General Liability and Auto Liability. The parties agree to name each other and their elected and appointed officials, employees and volunteers as additional insureds on their liability insurance relating to provision of services under this agreement. This obligation shall survive the termination of this Agreement for a period of six (6) years.

15. Notice: All notices, requests, demands, and determinations (individually a “Notice”) required under this Agreement (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or

more of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email.

- a. Each Notice shall be addressed to the appropriate person at the receiving Party (“Addressee”) at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.
- b. Notice hereunder is only effective if the requirements of this section have been strictly fulfilled, and Notice was actually received by the Addressee.
- c. If a Notice that otherwise fulfills the requirements of this section is rejected by the Addressee, or if an Addressee refuses to accept such Notice, or if a change in address for which no Notice was given causes the Notice to be undeliverable, then the Notice is effective upon the occurrence of such rejection, refusal or undeliverability.

For Costilla County:	For Archuleta County:
<p>Danny Sanchez Costilla County Sheriff 103 Gasper St. San Luis, CO 81152 Ph: 719-672-0673 Fx: 719-672-1091 Email: sheriff@costillacounty-co.gov</p> <p>Ben Doon Chief Administrative Officer P.O. Box 100 352 Main Street San Luis, CO 81152 Ph: 719-672-3372 Fx: 719-672-3962 Email: ben.doon@costillacounty-co.gov</p>	<p>Mike Le Roux Archuleta County Sheriff 85 Harman Park Drive Pagosa Springs, CO 81147 Ph: (970) 264-8430 Fx: (970) 264-8400 Email: mleroux@archuletacounty.org</p> <p>Derek Woodman Archuleta County Manager 398 Lewis Street P.O. Box 1507 Pagosa Springs, CO 81147 Ph: (970) 264-8300 Fx: (970) 264-8306 Email: derek.woodman@archuletacounty.org</p>

16. General Provisions:

- a. The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Archuleta, State of Colorado.

- b. This Agreement shall be binding upon the successors and assigns of the parties hereto.
- c. Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability and appropriation of such funds by the parties. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.
- d. Archuleta County hereby agrees that it will fully comply with all applicable federal, state and local laws, governmental regulations and lawful orders of a court of competent jurisdiction with regard to the operation of the Archuleta County Jail and the treatment of Costilla County inmates housed therein.
- e. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned or electronically signed copies of an original signature by either Party shall be binding as if they were original signatures.
- f. Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Agreement.
- g. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Parties.
- h. The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by either Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Agreement.
- i. Neither this Agreement nor any of its provisions may be amended or otherwise modified, except by a written instrument signed by both Parties and then only to the extent expressly provided therein.
- j. Each Party and its legal counsel have reviewed this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

- k. The captions of this Agreement are for convenience only, are not part of the Agreement, and do not in any way limit or amplify its terms and provisions.
- l. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- m. This Agreement, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(SEAL)

Clerk to the Board



Najindine J. Plack

Clerk to the Board

AGREED:

BOARD OF COUNTY COMMISSIONERS
ARCHULETA COUNTY, COLORADO

Ronnie Maez, Chair

BOARD OF COUNTY COMMISSIONERS
COSTILLA COUNTY, COLORADO

Steven Romero

Steven Romero, Chair

COSTILLA COUNTY SHERIFF

Danny Sanchez

Danny Sanchez, Sheriff

ARCHULETA COUNTY SHERIFF

Mike Le Roux, Sheriff