ITEM # 15-0096

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE

THIS AGREEMENT is made and entered into as of this 11th day of February, 2015, by and between Santa Fe County, hereinafter referred to as "County", a political subdivision of the State of New Mexico and the City of Santa Fe (hereinafter referred to as the "City").

WHEREAS, the County and the City entered into Agreement No. 2012-0249-CORR/SS on June 17, 2013 which expired on July 1, 2014 and the parties desire to continue their Agreement regarding the processing of bonds during hours when the City Municipal Court is closed; and

WHEREAS, the County and the City are authorized to accept cash and surety bonds from persons who are confined in the Santa Fe County Detention Center and whose conditions of release include payment of a bond; and

WHEREAS, the regular business hours of the City's Municipal Court for the payment of bonds is 8:00 a.m. to 4:00 pm. Monday through Friday. The Municipal Court is closed on the weekend and holidays; and

WHEREAS, the County Detention Center Electronic Monitoring Program accepts cash and surety bonds twenty-four hours a day, seven days a week and operates on Saturdays, Sundays and holidays; and

WHEREAS, the County desires to assist the City with the receipt and processing of bonds during hours when the City Municipal Court is closed; and

WHEREAS, the County and the City desire to have their Agreement regarding the processing bonds during hours when the City Municipal Court is closed formalized in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES.

1. **THE AGREEMENT**

A. The County shall:

a.) Designate County employee(s) who work at the Santa Fe Detention Center Electronic Monitoring Program ("EM") to be responsible for receiving and processing bonds from payors.

b.) The County employee at EM will receive bonds and issue a written Bond Release Form acknowledging receipt of a bond from a payor during hours or days when the City Municipal Court is closed; namely, Monday through Friday after 4:00 p.m., Saturdays and Sundays and holidays.

c.) Receive cash bonds paid in the form of a money order or cashiers check. Property bonds will not be accepted.

d.) Receive surety bonds from bonding companies approved by the Municipal Court.

e.) All cash bonds collected by the County shall be in the form of money orders or cashier's checks payable to "City of Santa Fe." EM shall issue the payor documentation confirming receipt of payment of a cash or surety bond.

f.) The designated individual at EM will request information such as the holding warrant from booking and other information to confirm the identity of the person confined and the amount of the bond payment required to secure his or her release.

g.) Issue a Bond Release Form to booking requesting the release of a confined individual.

h.) Hold all cash and surety bonds received in a safe and secure location until they are picked up by the Municipal Court Clerk or authorized designee.

i.) Charge a fee to the payor in the amount of $10.00 for the County's receipt and processing of cash and/or surety bond. The $10.00 fee shall be a separate payment payable to "Santa Fe County" for which the County shall issue a separate written receipt to the payor.

j.) The County or the County EM Program shall not be responsible for the return of any cash bonds to payors.

k.) The County or the County EM Program will not accept cash or surety bonds for the release of inmates confined by the City Municipal Court during the regular business hours of the City Municipal Court.

l.) The County or the County EM Program will provide the City with a daily list of the bonds collected including the type of bond, amount of bond, and the name(s) of the person released by the payment of bond and the payor of the bond.

B. The City Municipal Court shall:

a.) Provide written notice to all persons arraigned in Municipal Court at time of arraignment who are ordered to confinement in the Santa Fe County Detention Center, that if they wish to pay a cash or surety bond during hours when Municipal Court is closed, the bonds may be received and processed by the County at the Santa Fe County Detention

Center for a $10.00 fee. A similar form of written notice shall also be posted in the Santa Fe County Detention Center in the booking area and in the Municipal Court.

b.) Provide a list of the names and identification of bonding companies that are approved by the Municipal Court to provide surety bonds to the EM pursuant to this Agreement.

c.) On a daily basis, be fully responsible for picking up all bonds held by the County EM pursuant to this Agreement during the Municipal Court's regular business hours. The Municipal Court shall make every effort to pick up all bonds from the EM within seventy-two (72) hours of the EM's acceptance of a bond.

2. TERM

This Agreement shall, become effective upon last signature and approval of the parties to this Agreement. The term of this Agreement is from the date of signature by the parties and shall terminate two (2) years later, unless earlier terminated pursuant to paragraph 3 below. In no event shall the Term of this Agreement exceed a term of four (4) years in total. The County has the option to extend the Term of this Agreement for two (2) years by providing thirty (30) days written notice to City. RWO 12/4/14

3. TERMINATION

A. Termination of Agreement. This Agreement may be terminated by the either party upon written notice at least thirty (30) days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

B. Termination of Agreement for Cause. If a party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if a party violates any of the covenants, agreements, or stipulations of this Agreement, the non-breaching party shall thereupon have the right to suspend or terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of termination. Notwithstanding the above, no party shall be relieved of liability to the other party for damages sustained because of any breach of the Agreement.

4. LIABILITY

Neither City nor the County shall be liable for any claims, action, demand, suit or judgment arising from the other party's performance under this Agreement or the performance of the other party's agents, officers or employee. Both parties shall only be liable for any claim, action, demand, suit or judgment arising from its own performance under this Agreement or the performance of its agents, officers or employees.

5. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the City. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the City for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the City.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

Katherine Miller, Manager — Date: 12-8-14

APPROVED AS TO FORM

Gregory S. Shaffer, County Attorney — Date: 12-4-14

FINANCE DEPARTMENT APPROVAL

Teresa Martinez, Finance Director — Date: 12/8/2014.

MOA No. 2015-0137-CORR/GG

CITY OF SANTA FE:

Javier M. Gonzales, Mayor

2/11/15
Date

ATTEST:

Yolanda Y. Vigil, City Clerk
CC mtg. 2/11/15

2/11/15
Date

APPROVED AS TO FORM:

Kelley A. Brennan, City Attorney

1/23/15
Date

APPROVED:

Oscar Rodriguez, Finance Director

2/11/15
Date