

**MEMORANDUM OF AGREEMENT  
BETWEEN  
NAMBE PUEBLO AND SANTA FE COUNTY FOR  
ELECTRONIC MONITORING SERVICES**

This Memorandum of Agreement (hereinafter referred to as "MOA") is made this 11 day of February, 2013, by and between the Pueblo of Nambe and Santa Fe County (hereinafter referred to as the "County"), a political subdivision of the State of New Mexico.

**WHEREAS**, the Pueblo of Nambe (hereinafter referred to as "the Pueblo") is a federally recognized self-governing sovereign Indian tribe, located within the boundaries of Santa Fe County, New Mexico;

**WHEREAS**, the Pueblo is in need of electric monitoring services for offenders that in lieu of incarceration are sentenced to house arrest or other probation by the Nambe Tribal Court;

**WHEREAS**, the County Corrections Department has an Electronic Monitoring Program (the "EM Program") and the Pueblo desires to enter into an agreement for the County to provide EM services to the Pueblo of Nambe Tribal Court;

**WHEREAS**, the County and the Pueblo, recognizing the sovereign rights of the County and the Pueblo, and in a spirit of cooperation, have engaged in good faith negotiations and have mutually agreed to the terms set forward herein.

**NOW THEREFORE BE IT RESOLVED THAT** the signatories to this Memorandum of Agreement mutually agree as follows:

**I. TERMS AND CONDITIONS.**

A. This MOA establishes terms for providing EM services by the County to the Pueblo.

B. Nothing in this MOA shall be construed as either an expansion or a limitation of the respective jurisdictional authority of any signatory to this MOA. The parties agree that all applicable County, State, Tribal and Federal laws regarding jurisdictional matters remain unchanged by this MOA.

C. Nothing in this MOA gives or grants the County law enforcement authority or other jurisdictional authority to take any affirmative action including supervision, punishment or incarceration for an offender's violation of the terms or scope of an EM device or test, or for the failure of an offender to appear at the EM Program for installation of an EM device or testing.

D. This MOA recognizes the importance of continued cooperation between the Pueblo and the County and their respective agencies involved in protecting the safety, health, and

welfare of humans for the overall improvement of community safety, within the overlapping jurisdictions of the County and the Pueblo.

E. The County Corrections Department EM Program will provide EM services to the Pueblo of Nambe in accordance with this MOA.

F. For purposes of determining the daily rate the County charges for an EM device (Regular Ankle Bracelet, GPS, Bracelet with Alcohol Testing, or Sobriotor), a "day" is defined as 24 hours commencing at 00:00:01 A.M. and ending at 23:59:59 P.M. The Pueblo shall be charged for a day regardless of the time within the day that an EM device is installed on an offender or that a urine analysis is performed.

G. The EM devices are the property of Santa Fe County. The County's EM Program shall be the only party authorized to remove the EM devices and the devices shall be returned to the County. The Pueblo shall not own or acquire ownership of any EM device installed or monitored by the County pursuant to this MOA.

## II. DUTIES OF THE PARTIES.

A. The Pueblo through its Nambe Tribal Court shall:

1. The Nambe Tribal Court shall notify the County by e-mail or facsimile transmission when an offender has been sentenced to house arrest or other bond or probation that requires EM services in lieu of incarceration. The notice to the County shall indicate the identity of the offender, type or level of monitoring that has been imposed, the duration of electronic monitoring, and the boundary or scope of monitoring, and any other information relevant and necessary for the County's application of an EM device or other monitoring or testing.

2. Pay to the County the daily rates for EM devices and service stated on Schedule A attached hereto. Such payments shall be paid within thirty (30) days of the Tribal Court's receipt of an invoice from the County.

3. Be responsible for the full replacement cost of an EM device that has been installed on an offender assigned by the Nambe Tribal Court. The replacement costs are as indicated on Schedule A. The Pueblo will pay 100% of the replacement cost within sixty (60) days of receipt of an invoice.

4. Respond to the County within 24 hours of receiving notice from the County that an offender assigned to electronic monitoring by the Tribal Court has exceeded the stated boundary of an EM device, or that a device on or by an offender, or urine test conducted on an offender, indicates alcohol or drug consumption or use. The Pueblo's response may be an acknowledgement of receipt of the County's notice.

5. Notify the County by e-mail or facsimile transmission that an offender's EM device shall be removed.

6. Designate a point of contact for this MOA. The name and contact information of the Pueblo's contact for purposes of this MOA and from whom the County shall receive notice in accordance with II.A.1 above is:

Phillip A. Perez, Governor  
Pueblo of Nambe  
Route 1, Box 117-BB  
Santa Fe, NM 87506

B. The County shall:

1. Upon receipt of an order or notice from the Nambe Tribal Court, the County EM Program shall apply or install an EM device on an offender or conduct the requested testing. The County shall notify the Nambe Tribal Court within twenty four (24) hours if an individual who is assigned to the EM Program does not report to the EM Program for installation of an EM device or other monitoring or testing.

2. Monitor an installed EM device or conduct the requested urine analysis testing.

3. Invoice the Pueblo monthly for the EM devices and service provided. The rates shall be as indicated on Schedule A. The County reserves the right to increase or decrease the rates indicated on Schedule A upon thirty (30) days prior written notice to the Pueblo.

4. Determine when an EM device needs to be replaced due to damage or loss by an offender assigned to the EM Program by the Nambe Tribal Court. The County shall invoice the Pueblo for such replacement cost as indicated on Schedule A.

5. Remove an EM device upon receipt of a notice or order of release, or notice or order of removal, of device issued by the Nambe Tribal Court. Removal shall be completed within twenty four (24) hours of the County's receipt of the order or notice from the Tribal Court.

### III. SCOPE.

A. The County and the Pueblo do hereby waive against each other all claims or compensation for any loss, damage, personal injury, or death occurring in consequences of the performance of this Agreement.

B. The liability of the County shall be subject in all cases to common law principles of sovereign immunity and the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 *et seq.*, and any amendments thereto.

C. This Agreement in no way affects tribal lands or any formal or informal agreements between or relating to the County and the Pueblo of Nambe.

**IV. MISCELLANEOUS.**

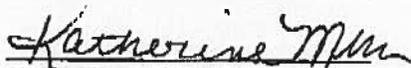
A. Terms and Termination. This MOA shall have a term of one (1) year, but shall automatically renew for subsequent one-year terms indefinitely unless terminated sooner upon thirty (30) days written notice to the other party.

B. Dispute Resolution. In the event that a dispute arises between the County and the Pueblo of Nambe over the interpretation of and performance under this MOA, the parties shall make every effort to timely resolve the dispute upon receipt of written notice of the disputed matter. Nothing in this MOA can or does, or shall be deemed or interpreted to waive the sovereign immunity of the Pueblo of Nambe or the County, or to confer jurisdiction on the State of New Mexico over the Pueblo of Nambe.

C. Amendment. The parties may amend the Agreement from time to time, but any amendment shall be in writing, executed by all parties.

D. Effective Date. This MOA becomes effective upon the signing by all parties below.

**SANTA FE COUNTY**

  
Katherine Miller, Manager

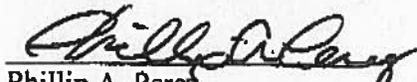
Date: 2.11.13

Approved as to form:

  
Stephen C. Ross  
Santa Fe County Attorney

Date: January 8, 2013

**PUEBLO OF NAMBE**

  
Phillip A. Perez  
Governor

Date: 2/15/2013