

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SANTA FE COUNTY AND THE  
NEW MEXICO DEPARTMENT OF CORRECTIONS**

**THIS MEMORANDUM OF AGREEMENT** (“Agreement”) is entered into on this day of June 25, 2012, by and between Santa Fe County (hereinafter referred to as “County”), a New Mexico political subdivision, and the New Mexico Department of Corrections, an agency of the State of New Mexico.

**RECITALS**

**WHEREAS**, in the spirit of cooperation, mutual respect and service to the residents of the State of New Mexico and the County of Santa Fe, this Agreement provides for the parties’ mutual cooperation and assistance beyond what might be produced independently to further the goals of both agencies charged with correctional duties and responsibilities;

**WHEREAS**, from time to time each party is in need of services and equipment pertaining to inmate transport, security and custody for which its resources and equipment are insufficient or inadequate;

**WHEREAS**, each party may have available resources and equipment to lend assistance to the other party;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. SCOPE OF AGREEMENT

A. If loaning a transport van will not interfere with the operations, either party will allow or provide the other party use of transport vans to transport inmates.

B. The party using a loaned transport van(s) shall provide a certificate of insurance to the other party for every use of a transport van.

C. The party using a loaned transport van(s) shall pay for all fuel and routine maintenance required during the use of a van or vehicle for inmate transport pursuant to this agreement.

2. COMPENSATION

A. There shall be no compensation for the use of a transport van or vehicle by either party under this Agreement.

3. EFFECTIVE DATE AND TERM

The term of this Agreement shall be from the date of signature by the parties through June 30, 2013, unless earlier terminated pursuant to Paragraph 4, TERMINATION of this Agreement.

#### 4. TERMINATION

A. Termination of Agreement. This Agreement may be terminated by the County upon written notice to the other party 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 thereof. Notwithstanding the above, no party shall be relieved of liability to the other party for damages sustained because of any breach of the Agreement.

#### 5. PERSONNEL

A. Santa Fe County will secure at its own expense, all personnel required to perform all of the services required of it under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the State of New Mexico Corrections Department.

#### 6. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons or party not a party to this Agreement.

#### 7. LIABILITY

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 in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended.

#### 8. AMENDMENT

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

#### 9. INTEGRATION CLAUSE

This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this Agreement. No prior covenants or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.



IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below.

**SANTA FE COUNTY:**

Katherine Miller  
Katherine Miller, County Manager

Date June 25, 12

**APPROVED AS TO LEGAL FORM:**

Stephen C. Ross  
Stephen C. Ross, County Attorney

Date June 25, 2012

**SECRETARY OF THE NEW MEXICO CORRECTIONS DEPARTMENT:**

Aurora B. Finney

STATE OF NEW MEXICO )

) ss.

COUNTY OF SANTA FE )

The foregoing instrument was acknowledgement before me this 25<sup>th</sup> day of June, 2012 by the Secretary, New Mexico Corrections Department.

Marcia J. Jaramilla  
Notary Public

My Commission Expires: 11-20-2013

6/25/12  
Date