

**MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY  
AND  
CITY OF SANTA FE  
FOR RECEIPT AND PROCESSING OF BONDS**

ITEM # 13-0386

17<sup>th</sup> THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered on this day of June 2013, by and between Santa Fe County (hereinafter the "County"), a New Mexico political subdivision, and the City of Santa Fe (hereinafter the "City"), a municipality.

**RECITALS**

**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;

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

**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;

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

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

**NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:**

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 not become effective until signed by both authorized signatories of the City and the County. This Agreement shall expire July 1, 2014, unless terminated earlier pursuant to Paragraph 3 (Termination) or Paragraph 6 (Appropriations). The parties may extend the term of this Agreement in one-year increments but in no event shall this Agreement exceed a term of four (4) years from the effective date of this Agreement.

3. TERMINATION:

This Agreement may be terminated by either party upon delivery of a written notice to the other party at least five (5) days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to termination.

4. 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.

5. AMENDMENT:

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

6. APPROPRIATIONS:

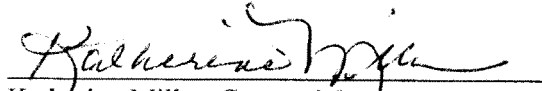
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the governing bodies of the City and County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given from one party to the other. The City and County's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

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 duly executed this Agreement as of the dates written below.

**SANTA FE COUNTY:**

  
Katherine Miller, County Manager


3/22/13  
Date

**FINANCE DEPARTMENT:**

  
Teresa C. Martinez, Finance Director

3/21/13  
Date

**APPROVED AS TO LEGAL FORM:**

  
Stephen C. Ross, County Attorney

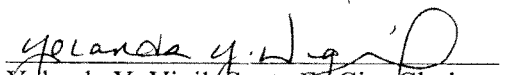
3/13/13  
Date

**CITY OF SANTA FE**

  
David Coss, Mayor

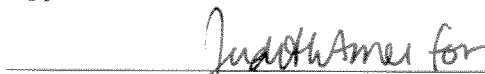
5-31-13  
Date

**ATTEST:**

  
Yolanda Y. Vigil, Santa Fe City Clerk  
C.Mtg. 5-29-13

6-7-13  
Date

Approved as to form:

  
Geno Zamora, City Attorney

3/28/13  
Date