

**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING is entered into on this 1st day of July, 2013 by and between the COUNTY OF SANTA FE ("Service Provider") and the CITY OF SANTA FE, a municipal corporation ("City").

**WITNESSETH:**

- A. The City Municipal Court intends to refer to the Service Provider all underage defendants facing traffic charges.
- B. The County Teen Court will handle all under age defendants facing traffic charges, including jailable traffic charges in an effort to increase efficiency.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:****1. PURPOSE**

- A. The County has experienced an increase in its activities relative to Teen Court referrals.
- B. In order to better utilize the limited resources available to the County, additional funds are necessary to handle the increased referrals from the Municipal Court.

**2. SCOPE OF WORK**

- A. The Service Provider shall provide the following services for the City:
  - (1) Accept all referrals suitable for Teen Court from the Santa Fe Municipal Court.
- B. Reports – the Service Provider shall submit regular reports to the Municipal Court regarding compliance with Teen Court.

**3. COSTS**

- A. The City shall pay the Service Provider in full for services rendered, a sum not to exceed forty thousand dollars (\$40,000), in total for the term of Fiscal Year 2013-2014.

**4. TERM**

This Memorandum of Understanding shall remain in effect until terminated by either party pursuant to Article <sup>6</sup>/<sub>5</sub> below. RAY 8/24/23

## **5. TERMINATION**

This Memorandum of Understanding may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

## **6. LIABILITY**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Memorandum of Understanding. Each party shall be liable for its actions in accordance with this Memorandum of Understanding.

## **7. THIRD PARTY BENEFICIARY CLAUSE**

This Memorandum of Understanding is not intended by any of the provisions of any part of the Memorandum of Understanding to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Memorandum of Understanding to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Memorandum of Understanding.

## **8. NEW MEXICO TORT CLAIMS ACT**

By entering into this Memorandum of Understanding, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Memorandum of Understanding. Any liability incurred in connection with this Memorandum of Understanding is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The County and its "public employees" as defined in the New Mexico Tort Claims Act, and the Service Provider and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Memorandum of Understanding modifies and/or waives any provision of the New Mexico Tort Claims Act.

**9. AMENDMENT**

This Memorandum of Understanding shall not be altered, changed or amended except by instrument in writing.

**10. STATUS OF MEMORANDUM**

The parties acknowledge and agree that this Memorandum of Understanding is not a "written contractual agreement" as that term is used in the New Mexico Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978.

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

**CITY OF SANTA FE:**

**SANTA FE COUNTY:**

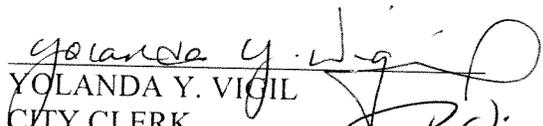
  
BRIAN K. SNYDER  
CITY MANAGER 7-17-13

  
KATHERINE MILLER  
COUNTY MANAGER

DATE: 8/19/13

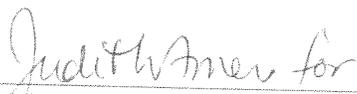
DATE: \_\_\_\_\_

**ATTEST:**

  
YOLANDA Y. VIGIL  
CITY CLERK

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

  
GENO ZAMORA  
CITY ATTORNEY 7/15/13

  
STEPHEN C. ROSS  
COUNTY ATTORNEY 8/2/13

**APPROVED:**

**APPROVED:**

  
MARCOS A. TAPIA  
FINANCE DIRECTOR 7/17/13  
22212.510400  
BUSINESS UNIT/LINE ITEM

  
TERESA C. MARTINEZ  
FINANCE DIRECTOR 8/6/13

