

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF SANTA FE AND
THE PECOS INDEPENDENT SCHOOL DISTRICT**

This **MEMORANDUM OF AGREEMENT** (the “Agreement”) is entered into as of this 5th day of November, 2025, by **Santa Fe County** (the “County”), and the **Pecos Independent School District**, North Highway 63, Pecos, NM 87552 (the “Pecos Independent School District”).

RECITALS

WHEREAS, the purpose of this Agreement is for the Pecos Independent School District and the County’s *Uplift Youth Program* to work together to offer a community-based restorative justice and intervention/diversion program for students of the Pecos High School and Pecos Middle School; and

WHEREAS, the County rebranded the Santa Fe Teen Court program as the Santa Fe County *Uplift Youth Program*; and

WHEREAS, under this Agreement the Pecos Independent School District will offer as an option the Uplift Youth program to students and their parents on a voluntary basis; and

WHEREAS, participants in the Uplift Youth program must be between the age of 12 to 17 years.

NOW, THE PARTIES AGREE AS FOLLOWS:

1. RESPONSIBILITIES OF THE PARTIES:

A. Pecos Independent School District agrees to:

1. Offer the Uplift Youth program as an option, on a voluntary basis, to a student(s) when a student violates the School’s Code of Conduct.
2. Provide a written referral to the Uplift Youth program for students (and parents) who choose to participate in the Uplift Youth program.
3. Provide a point of contact through the Pecos Independent School District to collaborate with the Uplift Youth program personnel.
4. While complying with the Federal Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g), Pecos Independent School District agrees to provide the County with relevant student data, from which personally identifiable information has been redacted unless released pursuant to a lawful parent waiver, and which may include student information and school attendance records.

B. The County agrees to:

1. Conduct the Uplift Youth program for students ages 12 to 17 as a community-based restorative justice and intervention/diversion program designed to provide an alternative option to address violations of the School’s Code of Conduct.

2. Conduct a thorough intake upon referral to determine the services that would best meet a student's holistic needs.
3. Provide recommendations by Uplift Youth qualified staff members that may include the following: counseling, behavior modification classes, restorative justice programming, substance misuse programming, education programs and gender-specific programs.
4. Provide follow up information on students' completion, progress, and other relevant information to the appropriate school administrators and/or at Student Wellness Team meetings.
5. Collaborate with the Pecos Independent School District point person on all matters related to students, referrals, and participation in the Uplift Youth program.
6. For any individual providing services pursuant to the County's explicit or implicit direction or permission, the partner shall make warrant that the individual(s) who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the County's:
 - a) Performance of an internet search on the individual; and
 - b) Completion of a federally recognized fingerprint and background check on the individual no more than 5 years prior to, and no later than the first business day of, commencement of services under this Agreement.Verification of a and b above evidences the County's compliance with Megan's law and NMSA 1978, §22-10A-5 of the School Personnel Act.

2. EFFECTIVE DATE AND TERM:

This Agreement will become effective on the last date of signature by the parties and will terminate one year from such date, unless earlier terminated pursuant to Section 4 (Termination) or Section 8 (Appropriations and Authorizations). The term of this Agreement may be extended by a written amendment to this Agreement.

3. COMPENSATION:

There is no compensation associated with this Agreement by or to either party.

4. TERMINATION:

This Agreement may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already performed prior to the date of termination.

5. ASSIGNMENT:

The County or the Pecos Independent School District must not assign or transfer any interest or rights in this Agreement without the advance written approval of the other party. Any attempted assignment or transfer without the other party's advance written approval will be void.

6. LIABILITY:

Each party will be responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements under this Agreement. Each party shall be liable for its actions in accordance with this Agreement. Any liability incurred by the County or the Pecos Independent School District is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1. The County and the Pecos Independent School District and their employees do not waive sovereign immunity or waive any limitation of liability pursuant to the Tort Claims Act. No provision in this Agreement modifies or waives any provision of the Tort Claims Act.

7. AMENDMENT:

This Agreement will not be altered, changed or amended except by an instrument in writing signed by the parties.

8. APPROPRIATIONS AND AUTHORIZATIONS:

The performance of duties under of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Board of County Commissioners and/or 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 Pecos Independent School District. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Pecos Independent School District 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 Pecos Independent School District.

9. GOVERNING LAW:

This Agreement shall be governed the laws of the state of New Mexico.

10. STATUS OF THE PECOS INDEPENDENT SCHOOL DISTRICT AND THE COUNTY:

The County and the Pecos Independent School District are separate legal entities. Pecos Independent School District's agents and employees are not employees or agents of the County. The County's agents and employees are not employees or agents of Pecos Independent School District. No powers of the County or Pecos Independent School District express or implied shall be granted to the other party except those specifically set forth in this Agreement.

11. NO THIRD PARTY BENEFICIARIES:

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party.

12. NOTICES:

Any notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Uplift Youth Program
Attn: Joe D. Lozano, Program Manager
PO Box 276
Santa Fe, New Mexico 87504-0276

To the Pecos Independent
School District: Pecos Independent School District
Attn: Debra Sena-Holton, PISD Superintendent
1574 NM 502
Santa Fe, New Mexico 87506

13. FAX OR ELECTRONIC SIGNATURE:

The parties agree that a fax or electronic signature has the same force and effect as an original for all purposes.

14. ENTIRE AGREEMENT:

This Agreement represents the entire understanding between the County and the Pecos Independent School District and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the parties

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

SANTA FE COUNTY



Gregory S. Shaffer
Santa Fe County Manager

11/5/2025

Date

Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

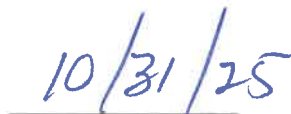
10/31/2025

Date

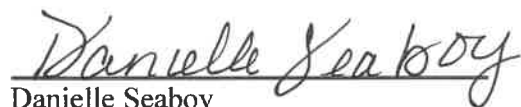
PECOS INDEPENDENT SCHOOL DISTRICT



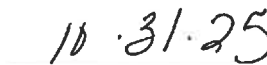
Debra Sena-Holton
Superintendent



Date



Danielle Seaboy
Pecos High School Principal



Date