STATE OF NEW MEXICO
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made between the **First Judicial District Court** (hereinafter "District Court") and **Teen Court of Santa Fe County** (hereinafter "Teen Court") to provide for the partial funding of the Teen Court Program in Santa Fe County, New Mexico (hereinafter "Program"), pursuant to an appropriation received from the New Mexico State Legislature (hereinafter "Legislature") in the 2013 regular legislative session.

TEEN COURT contact:

Ms. Jennifer Romero
142 West Palace Avenue
Santa Fe, New Mexico 87501
Telephone Number: (505) 995-9555

1. **Purpose and Scope.** The purpose of this MOU is to clearly identify the roles and responsibilities of Teen Court and the District Court in relation to the pass-through funding for the Program that was appropriated to the District Court by the Legislature in the 2013 regular legislative session.

   a. **TEEN COURT RESPONSIBILITIES:**

      A. TEEN COURT shall be solely responsible for operating, administering, managing, and maintaining the Program.
      B. TEEN COURT shall be solely responsible for establishing, securing, and distributing all rules and regulations relative to the operation of the Program.
      C. Under the direction of the Teen Court Coordinator(s), the Program shall be solely responsible for providing volunteer support staff including, but not limited to, any and all judges and attorneys necessary for the operation of the Program.
      D. TEEN COURT shall be solely responsible for providing security services for hearings at no expense to the First Judicial District Court.
      E. TEEN COURT shall be solely responsible for paying the New Mexico gross receipts tax levied on the amounts payable under this MOU, and for paying any other financial obligations of TEEN COURT.

   b. **FIRST JUDICIAL DISTRICT COURT RESPONSIBILITIES:**

      A. DISTRICT COURT agrees to serve as a pass-through entity for the sole purpose of issuing a single payment in the amount of sixty thousand

dollars ($60,000), which is the amount appropriated by the Legislature in the 2012 regular legislative session, to partially fund the Program for the fiscal year beginning July 1, 2013.

B. DISTRICT COURT agrees to issue payment in a timely manner.

C. The responsibilities set forth in this section (1.b) are DISTRICT COURT's only responsibilities pursuant to this MOU, and DISTRICT COURT shall not have, nor be deemed to have any other responsibilities, obligations, or liabilities, nor shall any other responsibilities, obligations, or liabilities be inferred from any provision of the MOU.

2. **Funding.** The only source of funding that is the subject of this MOU is the amount of sixty thousand dollars ($60,000) that was appropriated by the Legislature in the 2013 regular legislative session. The District Court's only responsibility under this MOU is to provide the pass-through funding to Teen Court that was appropriated in the 2013 regular legislative session, and the District Court has no other funding or financial obligation of any kind to Teen Court. Should the State of New Mexico fail to provide or disburse the funding for any reason whatsoever, the District Court is not responsible for obtaining alternative funding for the Program, nor shall the District Court use its own funding for the Program, nor will the District Court be held liable for the State's failure to provide or disburse the funding.

3. **Liability**. Neither party shall be responsible for liability incurred as a result of the other party's acts, omissions or negligence in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, as amended, as well as any other inherent immunity.

4. **Appropriations.** The continuation of this MOU is contingent on sufficient appropriations and authorizations for expenditures being made by the New Mexico Legislature to permit payment. If sufficient appropriations and authorizations are not made by the Legislature, this MOU shall, notwithstanding the provisions of any other paragraph, terminate on Teen Court's receipt of written notice of termination from the First Judicial District Court. The First Judicial District Court's decision on whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by Teen Court and shall be final.

5. **Release and Agency.** Upon payment of the amount to be paid pursuant to this MOU, Teen Court releases the First Judicial District Court, its employees, and the State of New Mexico from all liability, claims, and obligations arising under this MOU that were reasonably discoverable prior to final payment.

6. **Conflict of Interest.** Teen Court warrants that Teen Court presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of services required under this MOU. Teen Court shall comply with all statutory provisions that require disclosure to the Secretary of State of amounts received under state contracts when and if such provisions become applicable.

7. **Equal Opportunity Compliance.** Teen Court, in the performance of this MOU, shall not discriminate against any employee, client or other person on the basis of race, color, religion, national origin, sex, age or disability.

8. **Notice.** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

9. **Scope of Agreement.** This MOU incorporates all the agreements, covenants, and understandings between Teen Court and the District Court concerning the subject matter of the MOU, and all such covenants, agreements and understandings are merged into this written MOU. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

10. **Amendment.** This MOU shall not be altered, changed or amended except by instrument in writing executed by the parties to the MOU.

11. **Applicable Law.** This MOU shall be governed by the applicable laws, statutes, rules and regulations of the State of New Mexico.

12. **Interest.** The District Court is not responsible for any Interest Payments under the terms of this MOU

13. **Effective Date and Term.** This MOU is not effective until it has been signed by all parties. After all parties have signed the MOU, the MOU and its terms and conditions shall become effective on July 1, 2013, and shall terminate upon the District Court making the single payment of sixty thousand dollars ($60,000), unless terminated as provided herein or renewed or extended by written agreement of all parties.

Signed by the parties on the dates indicated:

FIRST JUDICIAL DISTRICT COURT

BY: Raymond Ortiz DATE: 7/18/13
Raymond Z. Ortiz, Chief Judge

SANTA FE COUNTY TEEN COURT

BY: Katherine Miller DATE: 8.6.13
Katherine Miller, County Manager

Approved as to form
Santa Fe County Attorney
By: [illegible]
Date: August 2, 2013
amty 8/8/13