

**SERVICE AGREEMENT BETWEEN THE CITY OF SANTA FE
AND SANTA FE COUNTY TO SUPPORT TEEN COURT**

This Agreement is entered by and between Santa Fe County, a political subdivision of the state of New Mexico (the "Service Provider"), and the CITY OF SANTA FE, a charter municipality ("City") and is effective as of the date of last signature by the Service Provider and the City (the "Parties").

WITNESSETH:

- A. The City intends to refer to the Service Provider underage defendants facing traffic charges including jailable traffic charges, in the City of Santa Fe Municipal Court.
- B. The Service Provider conducts and manages the Teen Court program. The Service Provider will provide the services of Teen Court to the defendants referred by the City as an effort to increase efficiency and reduce recidivism.
- C. This Agreement between the Service Provider and the City is exempt from the Procurement Code pursuant to NMSA 1978, § 13-1-98 (A).

NOW, THEREFORE THE PARTIES AGREE:

1. PURPOSE

- A. The Service Provider's Teen Court program is an alternative sentencing program.
- B. The City and the Service Provider wish to work together to ensure teen success and reduce recidivism among the population of underage defendants facing traffic charges in the Municipal Court.

2. SCOPE OF SERVICES

The Service Provider agrees to accept all referrals from the City for participation in Teen Court, and to communicate weekly with the Municipal Court regarding the underage defendants' participation in and compliance with the determinations made at Teen Court.

3. COSTS

- A. The City shall pay the Service Provider in full for services rendered a sum not to exceed \$40,000.00 in total.

- B. The Service Provider will notify the City when this Agreement requires additional funding and the Parties agree to incorporate such additional funding by a written amendment as provided in section 8 (Amendment).

4. **TERM/ TERMINATION**

- A. This Agreement will become effective on the date of last signature by the Parties. The initial term will be one year from such date.
- B. 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, neither Party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **LIABILITY**

Each Party will be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements of this Agreement. Each Party will be liable for its actions in accordance with this Agreement.

6. **THIRD PARTY BENEFICIARY CLAUSE**

No provision in this Agreement is intended to create in the public, or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement 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 Agreement

7. **NEW MEXICO TORT CLAIMS ACT**

By entering into this Agreement, 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, NMSA 1978, Section 41-4-1. This provision 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 City 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 Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

8. **AMENDMENT**

This Agreement must not be altered, changed or amended except by instrument in writing signed by the Parties.

9. STATUS OF AGREEMENT

The Parties agree that this Agreement is not a “written contractual agreement” as that term is used in the Joint Powers Agreement Act, NMSA 1978, Section 11-1-1.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CITY OF SANTA FE:

SANTA FE COUNTY:

John Blair
John Blair (May 6, 2024 12:13 MDT)
JOHN BLAIR
CITY MANAGER


GREGORY S. FER
SANTA FE COUNTY MANAGER

DATE: 5/6/24

DATE: 5/1/2024

ATTEST:


GERALYN CARDENAS *XIV*
INTERIM CITY CLERK

APPROVED AS TO FORM:

Approved as to form:

Marcos Martinez
Marcos Martinez (May 1, 2024 09:31 MDT)
MARCOS MARTINEZ
SENIOR ASSISTNANT CITY ATTORNEY

Roberta D. Joe for J.Y. 4/30/2024
JEFF YOUNG
SANTA FE COUNTY ATTORNEY

APPROVED:

Emily K. Oster
EMILY OSTER
FINANCE DIRECTOR

2232700.510400
BUSINESS UNIT/LINE ITEM






24-0317 Santa Fe County

Final Audit Report

2024-05-06

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