

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA FE, AND
SANTA FE COUNTY, NEW MEXICO**

ITEM # 14-0200

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered on this 24th day of March 2014, by and between Santa Fe County (hereinafter referred to as "County"), a New Mexico political subdivision, and the City of Santa Fe, New Mexico, (hereinafter referred to as "City"),

RECITALS

WHEREAS, the County submitted an application for Community Drinking While Intoxicated (CDWI) Grant Funds on July 15, 2013 for DWI enforcement activities to benefit Santa Fe County;

WHEREAS, the County's DWI Program received funding from the NMDOT, Public Safety Division in the amount of \$34,417.00 and entered into Project Agreement No. 2014-0053-HHSD/GG on August 1, 2013 for DWI enforcement activities to address the issue of DWI in Santa Fe County;

WHEREAS, the County's DWI Program dedicated \$10,000.00 of the CDWI Grant Funds to pay overtime hours for the Santa Fe Police Department to conduct law enforcement activities to include six (6) DWI check points and six (6) DWI saturation patrols and attend related DWI court hearings for offenders during fiscal year 2014;

WHEREAS, the County's DWI Program would like to enter into a Memorandum of Understanding with the City of Santa Fe to provide for the duties of the County and the City with respect to the City's efforts to conduct anti DWI law enforcement activities.

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

1. DUTIES OF THE PARTIES

a. **The County shall:**

- 1) Serve as fiscal agent for the funds identified in this MOU and maintain all financial records pertaining to the Program and expenditure of funds.
- 2) Transfer and make available to the City \$10,000.00 for expenditure in FY 2014 to increase law enforcement operations to conduct six (6) check points and six (6) saturation patrols and attend related DWI court hearings for offenders, during fiscal year 2014.
- 3) Reimburse the City for costs and expenses associated with law enforcement activities upon receipt of invoice or statement from the City. Reimbursement by the County shall be made within thirty (30) days following receipt from the

City of a statement or invoice requesting reimbursement for costs incurred by the City.

- 4) Oversee all DWI activities pertaining to this Agreement to ensure the City is conducting such activities in a manner consistent with NMDOT Traffic Safety Division's CDWI Manual.

b. The City shall:

- 1) Conduct six (6) DWI check points during fiscal year 2014 within the City of Santa Fe.
- 2) Conduct six (6) saturation patrols during fiscal year 2014 within the City of Santa Fe.
- 3) Attend court hearings for DWI offenders and testify as necessary for cases resulting from the anti DWI law enforcement activities described above.

2. COMPENSATION

Reimbursement to the City for costs including payment for overtime expenses incurred for DWI enforcement activities shall not exceed Ten Thousand (\$10,000.00) dollars, exclusive of NM gross receipt taxes for FY 2014.

3. TERM

This Agreement shall effective when signed by both authorized signatories of the City and County. The Term of this MOU is the date of signatories of the parties to June 30, 2014, unless earlier terminated pursuant to paragraph 4 below.

4. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to termination. The County may not by such termination avoid its obligation to reimburse the City for unavoidable and appropriate costs to which City was obligated prior to termination by the County. The City will request reimbursement for such unavoidable and appropriate costs in accordance with Paragraph 1.a.3.

5. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. 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.

6. AMENDMENT

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

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and 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. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three (3) years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

10. NO THIRD PARTY BENEFICIARIES

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

11. PROPERTY

Upon the expiration of this MOU or earlier termination, property acquired associated with the DWI enforcement activities including vehicle seizures or property subject to seizure and forfeiture, shall become City property in accordance with the City's DWI program procedures.

12. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below.

SANTA FE COUNTY:

Katherine Miller
Katherine Miller, Manager
Santa Fe County

2.27.14
Date

Approved as to Form

Stephen C. Ross
Stephen C. Ross, County Attorney

2/19/14
Date

FINANCE DEPARTMENT

Teresa C. Martinez
Teresa C. Martinez, Finance Director
Santa Fe County

2/24/14
Date

CITY OF SANTA FE:

Brian K. Snyder
David Coss, Mayor Brian K. Snyder
City Manager

3-24-14
Date

ATTEST

Yolanda Y. Vigil
Yolanda Y. Vigil, Clerk P.O.

3-27-14
Date

Approved

Marcos A. Tapia
Marcos A. Tapia, Finance Director

3/24/14
Date

Approved as to Form:

Kelley A. Brennan
Kelley Brennan, Interim City Attorney

3/20/14
Date