

MEMORANDUM OF UNDERSTANDING
REGION III DRUG TASK FORCE

This Memorandum of Understanding (Agreement) is made and entered in this 22nd day of May 2018, by and between Santa Fe County, Santa Fe County Sheriff, the City of Santa Fe Police Department, Rio Arriba County Sheriff's Office, City of Taos Police Department, Taos County Sheriff's Office, State of New Mexico Probation/Parole Division, and the New Mexico Department of Public Safety, State Police Division (the Parties).

THIS AGREEMENT incorporates all the agreements and understandings between the Parties hereto concerning the subject matter hereof, and all such agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants, conditions and stipulations hereinafter contained, the parties to this Agreement hereto agree as follows:

1. **RECITALS:** The Parties, through their respective law enforcement agencies, are charged with the duty of enforcing the law and protecting their citizens from illegal activity. The Parties recognize that jurisdiction and authority of certain law enforcement agencies is limited and that such limitations are detrimental in combating crime within the Region III area which includes Santa Fe, Los Alamos, Rio Arriba and Taos Counties. The Parties further recognize that this problem may be addressed by the Parties by pooling their resources and engaging in the joint exercise of their respective authorities. The Parties have agreed to establish the Region III Drug Task Force for the prevention, investigation, control and prosecution of unlawful drugs, narcotics and controlled substances and related crimes within Region III. The Parties have determined that unified efforts of law enforcement activities relating to drugs and controlled substances provides increased efficiency and benefits citizens within Region III. The Parties desire to formally enter into this Agreement setting forth the organization and operating procedures of the Region III Drug Task Force.
2. **DESIGNATION OF SERVICES:** The Parties designate the project for the purpose of this Agreement to be the prevention, investigation, control, and prosecution of unlawful drugs, narcotics and controlled substances and related crimes through the joint and unified effort of the Parties and their law enforcement agencies, including, but not limited to:
 - A. Disrupting drug organizations within the counties represented by the Parties to this Agreement;
 - B. Gathering and reporting intelligence data relating to illegal drug activities within Region III;
 - C. Making arrests that will impact the highest level dealers and wholesalers of unlawful drugs, narcotics and controlled substances in Region III;

- D. Impacting drug trafficking organizations which were previously impregnable;
- E. Preventing, investigating, controlling, and prosecuting unlawful drugs, narcotics, controlled substances and related crimes within the specified counties and cities; and
- F. Providing assistance to any law enforcement agency within Region III or any other Region Task Force within the State of New Mexico.

3. ADMINISTRATION OF THE TASK FORCE; COMMAND STRUCTURE:

- A. Executive Board: The Executive Board of the Region III Drug Task Force consists of law enforcement agency heads, or the respective designees of each Party to this Agreement who has personnel assigned to the Region III Drug Task Force on a full-time basis. Executive Board members have voting privileges concerning task force operations and administration and will oversee Region III Drug Task Force operations and advise the Region III Drug Task Force command structure. Parties to this Agreement who participate in the Region III Drug Task Force by providing resources or intelligence information but who do not have personnel assigned full-time to the Region III Drug Task Force, will have recommendation authority and do not have voting privileges.

Members of the Executive Board shall designate an alternate to act in their absence. In the event of termination of this Agreement or dissolution of the Region III Drug Task Force, the Executive Board will direct a fair disposal of the assets. This will be in accordance with the requirements of any applicable federal or state grant and the terms of this Agreement.

- B. The Region III Drug Task Force Supervisor shall be in charge of the daily operation of the Region III Drug Task Force. The Drug Task Force Supervisor will advise the applicable law enforcement agency heads, or their designees, at the conclusion of high-risk operations. All activities of the Region III Drug Task Force are subject to review by the Executive Board. The Region III Policies and Procedures Manual approved by the Executive Board will be adhered to by the Parties to this Agreement.
- C. All officers/deputies assigned to the Region III Drug Task Force shall be duly commissioned law enforcement officers and certified through the New Mexico Law Enforcement Academy. All officers assigned to the Region III Drug Task Force shall maintain their status as employees of their respective law enforcement agencies.
- D. All officers/deputies assigned to the Region III Drug Task Force will report directly to the Region III Drug Task Force Supervisor.
- E. All officers/deputies assigned to the Region III Drug Task Force on a part time basis will work a minimum of 16 hours per week. All work hours need to be coordinated through the Region III Drug Task Force Supervisor.

- F. The Parties to this Agreement will maintain compliance with their respective division or agency's policies and procedures as well as the policies and procedures of the Region III Drug Task Force. In the event of conflict the stricter standard(s) will apply.
 - G. The Department of Justice operating guidelines and procedures on grants and control and use of confidential funds shall be followed.
 - H. The agency head of the respective jurisdiction in which Region III Drug Task Force activities are planned or are being conducted will be notified that the Region III Drug Task Force is conducting an operation in its jurisdiction when operationally feasible. The local jurisdiction will participate in said operation. This provision may be waived if exigent circumstances do not permit notification and/or participation or if the Region III Drug Task Force command structure believes an unusual circumstance makes the notification of participation unwise.
 - I. Each law enforcement agency that is a Party to this Agreement will assign an officer(s) for the investigation of drugs and narcotics related offenses and developing intelligence on suspected drug trafficking within its respective jurisdiction. This information will be shared and utilized by all Parties to this Agreement and other Region III Drug Task forces when feasible.
 - J. Misconduct by a Party to this Agreement or participating member of the Region III Drug Task Force will be investigated accordingly. The Region III Drug Task Force Supervisor will notify the Party or participating member's agency head of the allegations. The Region III Task Force Supervisor will request an investigation. If the investigation results in the allegations of misconduct being sustained against the Party or participating member, the Party or participating member is subject to removal from the Region III Drug Task Force.
4. **OBLIGATION OF THE PARTIES:** Each Party to this Agreement will be responsible for initiating and investigating their own narcotic investigation within their jurisdiction and may call upon any other party to this Agreement for assistance when necessary.
- A. **DPS/New Mexico State Police:** New Mexico State Police shall assign the Region III Drug Task Force Supervisor who will serve as the administrator of the Region III Drug Task Force. The Region III Drug Task Force Supervisor will be a Lieutenant of the New Mexico State Police who will supervise the Region III Drug Task Force, administer the High Intensity Drug Trafficking Areas program (HIDTA) funding, and assist with administrative duties. New Mexico State Police narcotic agents will be assigned to work in conjunction with other agents assigned to the Region III Drug Task Force. In addition, New Mexico State Police will make available the use of its Special Operations Bureau as needed (K-9, Tact and Bomb Teams, etc.).
 - B. **Santa Fe County Sheriff's Office:** Santa Fe County Sheriff's Office shall provide a minimum of one full-time narcotic agent to the Region III Drug Task Force. In addition

the Santa County Sheriff's Office will make available, as needed, its SWAT Team, at the request of the Region III Drug Task Force Supervisor.

- C. City of Santa Fe Police Department: The City of Santa Fe Police Department shall provide a minimum of one full-time narcotic agent to the Region III Drug Task Force. In addition, the City of Santa Fe City Police Department will make available, as needed, officers from its Investigative Unit, SWAT Team and K-9 Unit at the request of the Drug Task Force Supervisor.
- D. Rio Arriba County Sheriff's Office: The Rio Arriba County Sheriff's Office shall provide a minimum of one full-time detective to work in the capacity of a Region III narcotic agent when sufficient staff exists for this purpose.
- E. City of Taos Police Department: The Taos Police Department shall provide a minimum of one full-time detective to work in the capacity of a Region III narcotic agent when sufficient staff exists for this purpose.
- F. Taos County Sheriff's Office: The Taos County Sheriff's Office shall provide a minimum of one full-time detective to work in the capacity of a Region III narcotic agent when sufficient staff exists for this purpose.
- G. State of New Mexico, Probation-Parole Division: Region I Probation & Parole Division shall provide assistance when possible at the request of the Drug Task Force Supervisor.
- H. Federal Agency Participation: The Federal Bureau of Investigations (FBI) may assist the Region III Drug Task Force on a case-by-case basis, by providing FBI officers and staff and other resources for federal prosecution. The Drug Enforcement Administration (DEA) may assist the Region III Drug Task Force on a case-by-case basis, by providing DEA officers, staff and other resources for federal prosecution.

5. LIABILITY/INSURANCE:

- A. No Party shall be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities of the New Mexico Tort Claims Act, Section 41-4-4, NMSA 1978, et seq.
- B. Each Party will be responsible for liability under the Workers Compensation Act in the event personal injuries occur to its officer(s) while engaged in the Region III Drug Task Force activities.
- C. Each Party shall maintain sufficient insurance to cover its obligations and liability for its employees and officers.

D. The Parties agree that this document is not intended, by any provisions or part, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of the provisions of this Agreement.

6. **BUDGET:** The Region III Drug Task Force will have its own budget. This operating budget is comprised of available grant funds.

The Parties to this Agreement will be able to utilize confidential funds in the furtherance of the aims and objectives of the Region III Drug Task Force as directed by the Region III Drug Task Force Supervisor. Santa Fe County will act as the fiduciary agency and shall administer all funds in accordance with terms, conditions or requirements of federal grant funding, and applicable state law and County Ordinances. All overtime reimbursed to other law enforcement agencies will be paid through funds by Santa Fe County utilized or allocated for its other contractual services. All accounting, acquisition, procurement, and disposition of property procedures of the fiduciary agency, in conjunction with any federal grant requirements, shall be followed.

The annual budget of the Region III Drug Task Force will be modified each year depending on the availability and amount of grant funds received. The Executive Board will approve the annual budget for the Region III Drug Task Force.

7. **RELEASE OF INFORMATION:** All information released to the media concerning activities of the Region III Drug Task Force shall be made by the Region III Task Force Supervisor, or the chairperson of the Region III Drug Task Force Board.

8. **FORFEITURES:** The Parties to this Agreement, agree to abide by State forfeiture and federal asset sharing statutes.

9. **FUNDS ACCOUNTABILITY:** The fiduciary agency shall disburse all monies received pursuant to this Agreement in accordance with the laws of the State of New Mexico and shall maintain records of all receipts and disbursements in accordance with state and federal law and applicable County ordinance.

10. **RESOLUTION OF DISPUTES:** All Parties to this Agreement agree to cooperate with the other Parties to coordinate all activities within the scope of this Agreement and to operate within the Region III Drug Task Force command structure. The Region III Drug Task Force Executive Board will resolve disputes between Parties to this Agreement.

11. **TERM:** The term of this Agreement shall be perpetual until terminated by mutual agreement of the Parties. Any Party to this Agreement may withdraw its membership and participation by giving 30 days written notice to the Region III Executive Board and all the Parties to this Agreement in accordance with paragraph 16 Notices. This Agreement will remain in force and effect as to the remaining parties unless all remaining Parties agree to terminate this Agreement and dissolve the Region III Drug Task Force. New parties or law

enforcement agencies or entities may join the Region III Drug Task Force with approval of the Region III Drug Task Force Executive Board and written amendment to this Agreement.

12. ACQUISITION AND DISPOSAL OF PERSONAL PROPERTY: Personal property purchased or acquired with grant funds shall remain the personal property of and dedicated for use by the Region III Drug Task Force. Upon dissolution of the Region III Drug Task Force and termination of this Agreement personal property shall be distributed in accordance with requirements of federal grants regarding disposition of property or by applicable law, regulation or ordinance of the fiduciary agent. Property owned by a Party but designated for use by the Region III Drug Task Force, shall remain the property of the Party.

13. THIRD-PARTY BENEFICIARY CLAUSE: No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a Party to this Agreement to maintain a suit for wrongful death, bodily, and/or personal injury.

14. AMENDMENT: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Parties hereto.

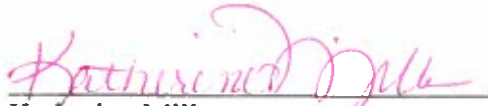
15. SEVERABILITY: In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unconscionable, the remainder shall remain in full force and effect.

16 Notices.


Any notice required to be given to either party by this Agreement shall be in writing and shall be 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 Agency: Lieutenant Scott McFaul
Department of Public Safety
PO Box 1628
4491 Cerrillos Road
Santa Fe, NM 87507
(505) 827-9041
ScottM.McFaul@state.nm.us

SANTA FE COUNTY



Katherine Miller
Santa Fe County Manager

5.22.2018
Date


Robert A. Garcia
Santa Fe County Sheriff


4-26-18
Date

Approved as to form:


R. Bruce Frederick
Santa Fe County Attorney

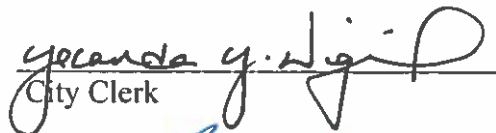
5/18/18
Date

CITY OF SANTA FE


City Manager, City of Santa Fe

5/2/18
Date

Attestation:


City Clerk

5-16-18
Date


Chief of Police, City of Santa Fe

05/07/18
Date

Approved as to form:

Zachy Shull Ass't City Attorney
City Attorney, City of Santa Fe

5/2/18
Date:

STATE OF NEW MEXICO
DEPARTMENT OF PUBLIC SAFETY

Pete N. Kassetas
Pete N. Kassetas, Chief of Police
New Mexico State Police

4/24/18
Date

Jean M. Waters
Elizabeth Trickey, Deputy General Counsel
New Mexico Department of Public Safety

04/20/2018
Date

STATE OF NEW MEXICO
CORRECTIONS DEPARTMENT

M. Martinez
Melanie Martinez, (Acting Region Manager)
Probation & Parole Supervisor
Santa Fe District Office

5/7/2018
Date

Jim Brewster
Jim Brewster, General Counsel
New Mexico Corrections Department

5-8-18
Date

RIO ARRIBA COUNTY SHERIFF'S OFFICE

James D. Lujan
James D. Lujan
Rio Arriba County Sheriff

5-1-18
Date

Approved as to form:



Adán E. Trujillo
Rio Arriba County Attorney

5/1/18
Date

TAOS COUNTY SHERIFF'S OFFICE



Jerry Hogrefe
Taos County Sheriff

5-1-18
Date


Approved as to form:



Randy M. Autio
Taos County Attorney

5-15-18
Date

CITY OF TAOS



Richard Bellis
City Manager, City of Taos

5/1/18
Date



David Trujillo
Chief of Police, City of Taos

5/1/18
Date

Approved as to form:



Stephen C. Ross
City Attorney, City of Taos

4-26-18
Date