

**MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY AND THE SANTA FE COUNTY SHERIFF'S OFFICE**

**THIS AGREEMENT** is entered into between the New Mexico Department of Public Safety, State Police, hereinafter referred to as "NMDPS" and the Santa Fe County Sheriff's Office, herein referred to as "SFSO."

It is necessary for the SFSO to enter into this Agreement with the NMDPS in order to receive and expend funds from the Operation DWI Project (SEDWI) for the purpose of implementing activities that qualify for funding under the Operation DWI Project (SEDWI).

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to provide funding to local law enforcement agencies to work in coordination with the NMDPS to conduct warrant roundups for DWI offenders who have a pending arrest warrant for DWI or who are in violation of their court order in Santa Fe County and surrounding areas.

**2. SCOPE OF WORK**

- a) Participate in monthly DWI warrant roundups coordinated with the NMDPS and the ~~City of Santa Fe Police Department~~ <sup>Santa Fe</sup> *County Sheriff's Office.* RWS  
7/22/11
- b) Commit six (6) Officers to each DWI warrant roundup.
- c) Funding shall be used to pay actual overtime costs, not to exceed hourly rate X 1.5, for officers to participate in the monthly DWI warrant roundups.
- d) The participating Officers will be placed in teams and given ten (10) targets within the same geographical area of Santa Fe County.
- e) Targets shall be DWI offenders who have a pending arrest warrant for DWI or who are in violation of their court order in Santa Fe County.

**3. COMPENSATION**

- a) In consideration of the SFSO's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement terms herein stated, the NMDPS shall reimburse the SFSO a sum up to, and not to exceed \$3,222.00; and
- b) No matching requirement exists for this program; and
- c) The funds set forth in this Section - paragraph a shall constitute full and complete payment of funds to be received by the SFSO from the NMDPS; and

- d) Upon the completion of this Agreement, any portion of SFSO unexpended funds revert back to the New Mexico Department of Public Safety; and
- e) **All payments shall be made upon an actual cost reimbursement basis.** The SFSO shall submit a completed Request for Reimbursement Form along with all appropriate supporting documentation.
  - i. An original Request for Reimbursement (RFR) (attached and incorporated herein as Form 1) shall be submitted to the NMDPS for review and approval no later than fifteen (15) days following the completion of a warrant roundup.
  - ii. All Requests for Reimbursement ("RFR") must be submitted to the NMDPS for review and approval no later than **ten (10) days** following the termination date of this Agreement. Failure by the SFSO to timely submit the final RFR and include all supporting backup documentation requested by the NMDPS may result in non-payment.
- f) No Request for Reimbursement (RFR) will be processed if, in the judgment of the NMDPS, the SFSO is in violation of any section of this Sub-grant Agreement.

4. **TERM**

This Agreement shall become effective September 16, 2011. This Agreement shall terminate on September 30, 2011.

5. **RECORDS AND AUDIT**

SFSO shall permit the authorized representative of NMDPS and NM Department of Transportation to inspect and audit all data records of relation to its performance under this Agreement until expiration of three (3) years after the final payment under this Agreement.

The periods of access and examination described above, for records to which relate to 1) litigation of the settlement of claims arising out of the performance of this Agreement; or 2) costs and expenses of this Agreement as to which exception has been taken by the authorized representative, shall continue until such appeals, litigation, claims, or exceptions have been eliminated.

6. **TERMS AND CONDITIONS**

This agreement requires strict accountability of all receipts and disbursements. The agreement shall provide for the disposition, division, or distribution of any property acquired as the result

of the joint exercise of powers, and shall further provide that after the completion of the agreement's purpose any surplus money on hand shall be returned in proportion of the contribution made.

7. **TORT CLAIMS ACT; PRIVILEGES AND IMMUNITIES, EXEMPTIONS, BENEFITS**

By entering into this agreement, neither party shall be responsible for liability incurred as a result of the others 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, Section 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by the federal, state, local or common law and the New Mexico Tort Claims Act. The department 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 Act.

All privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of the officers, agents, or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreement Act, Sections 11-1-1 to 11-1-7, NMSA 1978.

8. **RELEASE**

SFSO, upon final payment of the amount due under this Agreement, acceptance of final payment of amount due under this Agreement shall operate as a release to NMDPS, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The SFSO agrees not to purport to bind the State of New Mexico, unless the SFSO has express written authority to do so, and then only within the strict limits of that authority.

9. **CONFIDENTIALITY**

Any confidential information provided to or developed by the NMDPS in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, except as provided by the New Mexico Inspection of Public Record Act.

10. **AMENDMENT**

This Agreement incorporates all the agreement, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged in this writer Agreement. No prior agreement or understanding, verbal or otherwise, or the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. **APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of New Mexico.

12. **EQUAL OPPORTUNITY COMPLIANCE**

SFSO agrees to abide by all federal and state laws and rules and regulations pertaining to equal opportunity. In accordance with these laws and regulations issued pursuant thereto, SFSO agrees to assure that no person in the United States shall, on no grounds of race, color, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied of these benefits of, or be otherwise subjected to discrimination under any program or activity performed under this contract. If SFSO is found to not be in compliance with these requirements during the life of this Agreement, SFSO agrees to take appropriate steps to correct these deficiencies.

**IN WITNESS WHEREOF,**

**SANTA FE COUNTY SHERIFF'S OFFICE**

*Katherine J. Jiles*  
County Manager or designee

9.22.11  
Date

**REVIEW AS TO FORM and legal Sufficiency:**

*Robert D. Jiles*  
Legal Counsel

Sept 22 2011  
Date

**DEPARTMENT OF PUBLIC SAFETY**

*Gorden E. Eden Jr.*  
Gorden E. Eden Jr., Cabinet Secretary or designee

09/21/11  
Date

**Review as to form and legal Sufficiency:**

*Rosemary P. McCourt by Karana Halim*  
Rosemary P. McCourt, Deputy Chief Counsel or designee

9/21/11  
Date