

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

ITEM # 16-0242

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered on this 14th day of April 2016, 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 11, 2015 for DWI enforcement activities for Santa Fe County;

WHEREAS, the County's DWI Program received funding from the NMDOT, Traffic Safety Division in the amount of \$19,714.42 and entered into Grant Agreement No. 16-CD-05-091 on December 16, 2015 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 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 2016;

WHEREAS, the County's DWI Program would like to enter into an Memorandum of Understanding with the City of Santa Fe for their Police Department to increase these law enforcement operations;

WHEREAS, the purpose of this MOU is to provide for the duties and responsibilities of the City and County with respect to the expenditure and management to increase law enforcement operations within Santa Fe City limits.

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 2016 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 2016.

- 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 of the City's 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 Traffic Safety Division's CDWI Manual.

b. The City shall:

- 1) Conduct six (6) DWI check points during fiscal year 2016.
- 2) Conduct six (6) saturation patrols during fiscal year 2016.
- 3) Attend court hearings for DWI offenders and testify as necessary for cases resulting from these law enforcement activities.

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, inclusive of gross receipt tax, for FY 2016.

3. TERM

This Agreement shall be 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, 2016, 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 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 Project costs to which City was obligated prior to termination by the County, such as compensation due under a construction contract. The City will request reimbursement for such unavoidable and appropriate Project 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

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the City. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the City for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the City in any way or forum, including a lawsuit.

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 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 Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

11. PROPERTY

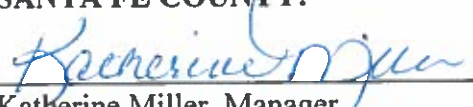
At the expiration of this Agreement or upon earlier termination, all property acquired through the performance of the anti-DWI law enforcement activities including vehicle seizures or property subject to seizure and permanent forfeiture, shall remain the property of the City.

12. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement 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, Manager
Santa Fe County

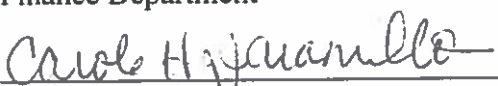
1-21-16
Date

Approved as to form


Gregory S. Shaffer
County Attorney


1-13-16
Date

Finance Department


Carole H. Jaramillo
Finance Director

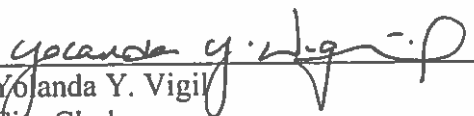
1/20/16
Date

CITY OF SANTA FE:


~~Javier Gonzalez~~ BRIAN K. SNYDER
~~Mayor~~ CITY MANAGER

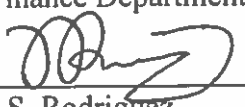
04/14/16
Date

Attestation


Yolanda Y. Vigil
City Clerk

4-22-16
Date

City Finance Department


Oscar S. Rodriguez
Finance Director

Date