

**MEMORANDUM OF AGREEMENT  
BETWEEN THE SANTA FE PUBLIC SCHOOL DISTRICT  
AND SANTA FE COUNTY**

This Memorandum of Agreement entered into on this 5 day of May, 2016, by and between **Santa Fe County**, a political subdivision of the State of New Mexico ("County") and the **Santa Fe Public Schools**, a New Mexico political subdivision and State of New Mexico public school district (hereinafter "SFPS").

**RECITALS**

**WHEREAS**, Santa Fe County wishes to continue its efforts to prevent and reduce the incidents of opioid abuse, opioid misuse, opioid use disorders, and drug overdose deaths in Santa Fe County; and

**WHEREAS**, the Santa Fe Prevention Alliance (Alliance) was established by SFPS and it is a work group or committee comprised of governmental organizations, health care providers and community groups who are concerned about the opioid epidemic in the community; and

**WHEREAS**, SFPS is the fiscal agent for the Alliance and the County and SFPS are members of the Alliance, and

**WHEREAS**, in 2012 the County, Community Services Division, and the Alliance established Santa Fe Opiate Safe (SOS), a multi-disciplinary work group or committee that seeks to reduce drug overdose deaths and related harms in the community; and

**WHEREAS**, with this Agreement the County and SFPS wish to work together to jointly fund a part-time coordinator for the SOS committee who will coordinate SOS activities, provide administrative services and other services for SOS as more specifically described in this Agreement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Scope of Duties of the parties**

A. SFPS shall hire a part time SOS Coordinator whose services will include:

1. Convene, administer and facilitate monthly meetings of the SOS committee and reach out to local governments, public safety and law enforcement, health care providers, substance abuse providers, local hospitals, pharmacies, advocates and other community leaders and concerned volunteers.
2. Establish meeting times, the agenda, arrange presentations, keep attendance, and prepare and distribute meeting minutes of the SOS committee.
3. Recruit and communicate with SOS committee members and other interested representatives and individuals.

4. Communicate and collaborate with other state and local drug overdose prevention efforts in the community such as the Governor's Advisory Council.
5. Organize grand rounds or related clinical training opportunities to educate providers about prescription overdose issues, including safe prescribing practices and support for a conference for local providers entitled *Prescription Opioids and the Overdose Epidemic: Clinical Tools for Safety and Success*.
6. Maintain a periodic dashboard including timely information about Naloxone, medication assisted treatment, overdose deaths, drug disposal and other data related to strategic plan implementation and evaluation.
7. Collaborate with the SOS and the Alliance to develop a strategic plan based on an evidence-based logic model including a management information system to track implementation and results.
8. Provide staff support for action items to support the SOS committee's strategic plan implementation.
9. Evaluate each meeting of the SOS committee and submit periodic reports to the director of the Alliance, SFPS and the County.

B. The SOS Coordinator will be under the supervision of the Director of the Alliance. SFPS will be responsible for payment of all compensation paid to the SOS Coordinator.

C. The County shall:

1. Provide to SFPS an amount of funding not-to-exceed fifteen thousand dollars and no cents (\$15,000.00), inclusive of NM gross receipts tax, to provide partial funding for the services provided by the SOS Coordinator described above. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

### 3. TERM

The term of this Agreement shall commence on the last date of signature by the parties hereto (the Effective Date) and shall terminate November 30, 2016, unless terminated earlier pursuant to Section 4.

### 4. TERMINATION

Each party shall have the right to terminate this Agreement upon written notice, in the event of the other party's material breach hereof which is not cured within ten days after notice specifying such breach. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. No party shall be relieved of liability to the other party for damages sustained because of any breach of this Agreement.

### 5. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

## **6. NO THIRD-PARTY BENEFICIARIES**

The SFPS and the County are the only parties to this Agreement. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third parties. This Agreement was not intended to and does not create any rights in any persons or party not a party to this Agreement. The parties shall cooperate fully in opposing any attempt by any third person or entity to claim any right, benefit, protection, release, or other consideration under this Agreement.

## **7. LIABILITY**

Each party shall be liable for its own actions in accordance with this Agreement. Neither party shall be responsible for liability incurred as a result of the other party's negligence, 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, § 41-4-1, *et seq.*, NMSA 1978, as amended.

## **8. NO WAIVER OF IMMUNITIES, DEFENSES OR PROTECTIONS**

Nothing in this Agreement waives or alters any immunities, defenses or protections provided to the SFPS or the County, and their respective employees, agents, board members, commissioners or officers, under state or federal law.

## **9. DISPUTE RESOLUTION**

Disputes on any matter relating to this Agreement shall be discussed and resolved by authorized representatives of each party who have the authority to bind the party that they represent. The parties shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the parties may pursue any other legal means for resolving disputes which may arise from or under this Agreement.

## **10. AMENDMENT**

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

## **11. INTEGRATION CLAUSE**

This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have

been merged into this Agreement. No prior covenants or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

## **12. APPLICABLE LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The SFPS and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, First Judicial District, located in Santa Fe County.

## **13. APPROPRIATIONS AND AUTHORIZATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Board of County Commissioners and, 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 SFPS. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the SFPS for expenditures made in the performance of this Agreement incurred after written notice to the SFPS is provided by the County pursuant to this paragraph. 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 SFPS.

## **14. REQUIRED APPROVALS**

This Agreement will not be final or binding upon the SFPS until or unless approved by the Superintendent of the Santa Fe Public Schools and Santa Fe County.

## **15. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

## **16. EQUAL OPPORTUNITY COMPLIANCE**

Each party agrees to abide by all federal and state laws, rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, each party assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed under this Agreement. If a party is found not to be in compliance with these requirements during the life of this Agreement, that party agrees to take appropriate steps to correct these deficiencies.

## **17. INVALID TERM OR CONDITION**

If any term or condition of this Agreement shall be held void, invalid or unenforceable, such provision shall be severed from the remainder of the Agreement and the remainder of this Agreement shall not be affected and shall be valid and enforceable.

## **18. NOTICES**

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

For Santa Fe Public Schools:                      Joel D. Boyd, Superintendent  
Santa Fe Public Schools  
610 Alta Vista Street  
Santa Fe, New Mexico

For County:    Katherine Miller  
Manager  
Santa Fe County  
P.O. Box 276  
102 Grant Avenue  
Santa Fe, NM 87504-0276

and,    Director of the Community Services  
Division  
Santa Fe County  
P.O. Box 276  
102 Grant Avenue  
Santa Fe, NM 87504-0276

## **19. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS**

The SFPS and the County shall assure compliance with all applicable state and federal statutes and regulations in the performance of this Agreement.

## **20. RECORDS, AUDITS, INSPECTIONS AND FINAL RECORDS UPON COMPLETION OF SUMMER PROGRAM**

SFPS shall maintain detailed books, documents, accounting records and other evidence pertaining to the services and costs incurred by the SOS Coordinator and the services provided by the SOS Coordinator. SFPS shall maintain all records of its expenditures for the SOS Coordinator in a method consistent with generally accepted accounting principles and

procedures and shall be maintained so that the County or its fiscal agent can audit such books and records. SFPS shall make such records and information available at their respective offices for inspection by the County or its fiscal agent at all reasonable times during the Agreement period, including before and after payment and for three (3) years from the date of payment to SFPS under this Agreement.

Upon the termination of this Agreement, SFPS shall submit to the County a detailed, certified description or report of all services, activities conducted and completed and all expenditures made pursuant to this Agreement.

## 21. FORCE MAJEURE

Neither the County nor the SFPS shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

## 22. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing.

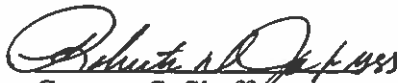
IN WITNESS WHEREOF, the parties set their hands.

### SANTA FE COUNTY:

  
Katherine Miller  
Santa Fe County Manager

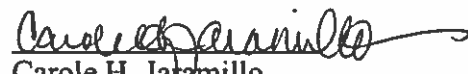
Date: 5.3.16

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney


Date: 4/29/16

Finance Department

  
Carole H. Jaramillo  
Finance Director

Date: 5/1/16

### SANTA FE PUBLIC SCHOOLS

  
Joel D. Boyd, Superintendent

Date: 5/5/16

Santa Fe Public Schools