

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 12 day of May, 2014, by and between SANTA FE COUNTY ("COUNTY") and the CITY OF SANTA FE, a municipal corporation ("CITY"), effective as of the date of last signature.

RECITALS

WHEREAS, the City of Santa Fe established the LEAD Task Force with Resolution 2012-66 to explore and recommend incarceration alternatives, addiction treatment and recover support services; and

WHEREAS, Resolution 2013-76 was adopted by the City Council on July 31, 2013 for the purpose of accepting the recommendations of the LEAD Santa Fe Task Force; and

WHEREAS, the LEAD Task Force found that:

- 100 individuals, arrested by City of Santa Fe Police for opiate possession or sales, cost more than \$4.2 million dollars or an average of \$42K per individual across local and state systems over the last 3 years. (This is only the tip of the iceberg – costs not included in this figure include: loss of productivity & earnings; impact on families & social support systems; current "ad hoc" drug treatments; public safety & health issues; witness, jury costs; property crime investigations and value of property lost, etc.)
- These same 100 individuals cost the City \$1 million dollars in jail/detention costs over 3 years for a total of 11,502 jail days.

- They were arrested 590 times by police officers in the 3 years; officers spent an average of 9.3 hours per arrest.
- A majority (91 out of 100) were repeat offenders with a pattern of being re-arrested every 6 months in average.
- 51% of those individuals had property crime histories; and

WHEREAS, the LEAD Task Force recommendations were to establish a LEAD/Pre-Booking Diversion Program which would identify low-level opiate drug offenders for whom probable cause exists for an arrest, and redirect them from jail and prosecution by immediately providing linkages to treatment/support services; and

WHEREAS, the LEAD Task Force found that with the economic strain on local counties, pre-booking diversion programs offer a viable, cost effective alternative to the status quo that can positively impact Santa Fe and an early estimate suggests that a successful pre-booking diversion program could cost approximately 53% less than the current system over a 10 year period (a saving of nearly \$70K per successful case); and

WHEREAS, the benefits of the LEAD/Pre-Booking Diversion Program will:

- Increase safety for the community by reducing future criminal behavior.
- Reduce the burden on the law enforcement, county jail, prosecution, and court system.
- Redirect public safety resources to more pressing priorities, such as serious and violent crime.
- Reduces opiate overdoses (and related burden on the emergency and hospital

resources) and recidivism.

- Optimize the use of the Affordable Care Act health coverage for treatment and social supports.
- Improve individual outcomes and community quality of life through research-based treatment, harm reduction and social supports.

WHEREAS, the LEAD Operations Team was established to map out the process of implementing a three year, pre-booking diversion pilot program to divert individuals suffering from opiate addictions to social supports and treatment services; and

WHEREAS, Resolution 2013-76 approved the planning and implementing of an innovative 3-year pre-booking diversion pilot program to divert those individuals suffering from an addiction to opiates into treatment and social supports (Planning phase: August 1 – December, 31 2013; Pilot phase: January 1, 2014 – Dec. 31, 2017) and directed staff to develop an operations plan and explore funding mechanisms to establish and implement the three year LEAD/Pre-booking program in Santa Fe.

WHEREAS, in accordance with Resolution 2013-76, the LEAD Operations Team developed protocols, procedures and has worked with staff to select a local service provider; and

WHEREAS, the City of Santa Fe has contracted for services and is implementing training to begin LEAD Santa Fe operations in March of 2014.

WITNESSETH:

The City and County desire to formalize their support for LEAD Santa Fe and set out their respective duties and obligations.

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

1. PURPOSE

The County and the City strive to protect and serve residents of Santa Fe and to coordinate those services between entities.

2. SCOPE

A. The County shall:

In accordance with the reimbursement request procedures set forth herein, transfer to the City an amount not to exceed twenty thousand dollars (\$20,000) as compensation for services provided by the City to evaluate the LEAD Santa Fe program.

B. The City shall:

1. Hire an evaluator and compensate the evaluator who will assist the contractor in the development of a data base and to capture data pertinent to the LEAD program. The evaluator will work cooperatively with the City, the County and Life Link to insure a viable evaluation system for the LEAD project.
2. Require that the evaluator completes a process and evaluation report that details the activities of the LEAD project for year one. The report should contain both process and outcome measure, and should make any recommendations for systems change.
3. Request reimbursement from the County upon completion of the report. The statement shall contain a full description of the actual services performed and deliverables provided and completed.
4. Maintain a contract with a local service provider and comply with the requirements according to New Mexico State Procurement requirements and the City's Purchasing Manual.

3. TERM

This Memorandum of Understanding shall remain in effect until terminated by either party, pursuant to Article 4, below.

4. TERMINATION

This Memorandum of Understanding may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

6. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe 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. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any

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right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

8. ASSIGNMENT


Neither the City nor the Authority shall assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without the prior written approval of the other party.

9. AMENDMENT

This Memorandum of Understanding shall not be altered, changed, or amended except by instrument in writing.

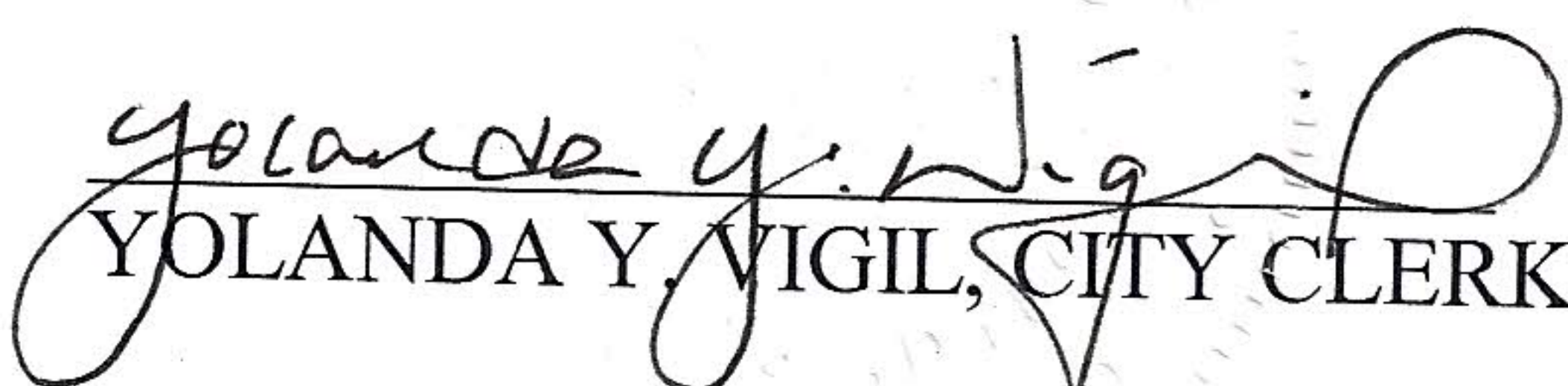
IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE


BRIAN K. SNYDER, CITY MANAGER

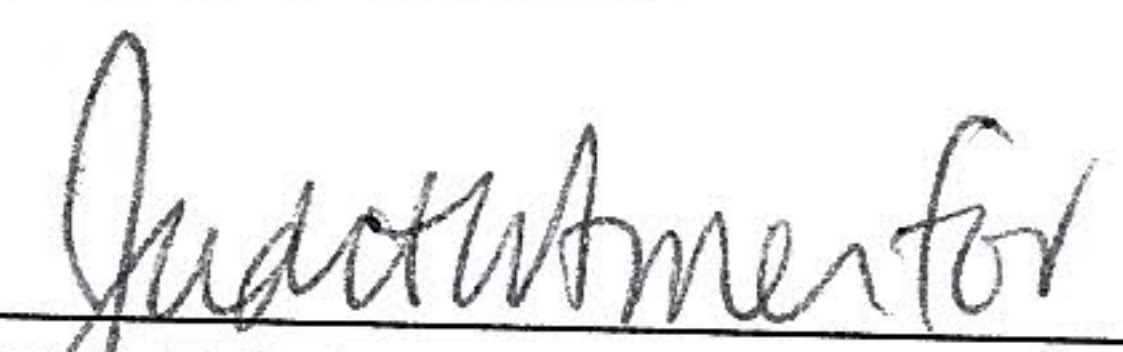
05/11/2014
Date

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

5/12/14
Date

APPROVED AS TO FORM:


KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY

4/22/14
Date

APPROVED:


MARCOS A. TAPIA, FINANCE DIRECTOR

5/7/14
Date

COUNTY OF SANTA FE


KATHERINE MILLER
SANTA FE COUNTY MANAGER


5.2.14
Date

APPROVED AS TO FORM


SANTA FE COUNTY ATTORNEY

4/23/14
Date

FINANCE DEPARTMENT APPROVAL


TERESA C. MARTINEZ
SANTA FE COUNTY FINANCE DIRECTOR

5/6/2014
Date