

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA FE COUNTY AND
THE PUEBLO OF POJOAQUE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered on this 1st day of May 2015, by and between Santa Fe County (hereinafter referred to as "County"), a New Mexico political subdivision, and the Pueblo of Pojoaque, New Mexico (hereinafter referred to as "the Pueblo of Pojoaque").

WHEREAS, the County submitted an application (No. 15-CD-05-091) for CDWI Grant Funds for DWI enforcement activities to benefit Santa Fe County and the Pueblo of Pojoaque; and

WHEREAS, the County's DWI Program received funding from the NMDOT, Public Safety Division in the amount of \$27, 743.00 and entered into Grant Agreement No. 15-CD-05-091 on December 2, 2014 for DWI enforcement activities to address the issue of DWI in Santa Fe County and the Pueblo of Pojoaque; and

WHEREAS, the County's DWI Program dedicated \$5,000.00 of CDWI Grant Funds to pay overtime hours for the Pojoaque Tribal Police Department to conduct law enforcement activities to include six (6) DWI saturation patrols and attend related DWI court hearings for offenders during fiscal year 2015; and

WHEREAS, the County's DWI Program would like to enter into a Memorandum of Understanding with the Pueblo of Pojoaque to provide for the duties of the County and the Pueblo of Pojoaque with respect to the Pueblo of Pojoaque's efforts to conduct anti DWI law enforcement activities.

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

1. DUTIES OF THE PARTIES

a. The County shall:

- 1) Serve as a 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 Pueblo of Pojoaque \$5,000.00 for expenditure in FY 2015 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 2015.
- 3) Reimburse the Pueblo of Pojoaque for costs and expenses associated with law enforcement activities upon receipt of invoice or statement from the Pueblo of Pojoaque. Reimbursement by the County shall be made within thirty (30)

days following receipt from the Pueblo of Pojoaque of a statement or invoice requesting reimbursement for costs incurred by the Pueblo of Pojoaque.

- 4) Oversee all DWI activities pertaining to this Agreement to ensure the pueblo of Pojoaque is conducting such activities in a manner consistent with NMDOT Traffic Safety Division's CDWI Manual.

b. The Pueblo of Pojoaque shall:

- 1) Conduct six (6) DWI check points during fiscal year 2015 within the Pueblo of Pojoaque.
- 2) Conduct six (6) saturation patrols during fiscal year 2015 within the Pueblo of Pojoaque.
- 3) Attend court hearings for DWI offenders and testify as necessary for cases resulting from the anti DWI law enforcement activities described above.

2. COMPENSATION

Reimbursement to the Pueblo of Pojoaque for costs including payment for overtime expenses incurred for DWI enforcement activities shall not exceed Five Thousand (\$5,000.00) dollars, exclusive of NM gross receipts tax for FY 2015.

3. TERM

This Agreement shall be effective when signed by both authorized signatures of the Pueblo of Pojoaque and County. The term of this MOU is the date of signatories of the parties to June 30, 2015, 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 other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify nor void any obligations incurred prior to termination. The County may not by such termination avoid its obligation to reimburse the Pueblo of Pojoaque for unavoidable and appropriate costs to which the Pueblo of Pojoaque was obligated prior to termination by the County. The Pueblo of Pojoaque will request reimbursement for such unavoidable and appropriate costs in accordance with Paragraph 1.a.3.

5. LIABILITY

Neither party shall 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

The term of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the Pueblo of Pojoaque and the County for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given from one party to the other. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and constructed in accordance with, the laws of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three (3) 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 federal, state or local authority during regular business hours.

10. NO THIRD PARTY BENEFICIARIES

Nothing in this MOU, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this MOU.

11. PROPERTY


Upon the expiration of this MOU or earlier termination, property acquired associated with the DWI enforcement activities including vehicle seizures or property subject to seizure or forfeiture, shall become the Pueblo of Pojoaque's property in accordance with the Pueblo of Pojoaque's DWI program procedures.

12. ENTIRE AGREEMENT

This MOU represents the entire understanding between the Pueblo of Pojoaque and

County and supersedes any prior agreements or understandings with respect to the subject of this MOU. No changes, amendments or alterations to this MOU 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.


Katherine Miller, Manager
Santa Fe County


Date 5.1.15

APPROVED AS TO FORM


Gregory Shaffer, County Attorney


Date 2-17-15

FINANCE DEPARTMENT


Teresa C. Martinez, Finance Director

2/24/2018
Date

PUEBLO OF POJOAQUE


Joseph Talachy, Governor


Date 4/17/15

~~ATTEST~~

FRANK S. BOW CH. OF POLICE

4-23-15
Date

Approved


Albert Apodaca, Finance Director

Date 4/17/2015

Approved as to Form:

Steffanie Cochran, Legal Counsel

Date _____