

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

This **MEMORANDUM OF UNDERSTANDING** (hereinafter "MOU") is entered on this 20th day of April 2016, by and between Santa Fe County, a New Mexico political subdivision, and the Pueblo of Tesuque, Pueblo of Tesuque Tribal Court.

RECITALS

WHEREAS, the County applied for Local DWI Distribution funds on March 4th 2015 for DWI prevention and enforcement activities to benefit Santa Fe County; and

WHEREAS, the County DWI Program received funding from the New Mexico Department of Finance, Local Government Division, in the amount of \$1,355,712.31, for DWI prevention and enforcement activities to address the issue of DWI in Santa Fe County; and

WHEREAS, the purpose of this MOU with the Pueblo of Tesuque is for the Santa Fe County DWI Program to work closely with the Tribal Court of the Pueblo of Tesuque to help address the issue of DWI within Pueblo tribal land and jurisdiction; and

WHEREAS, the goal of the Santa Fe County DWI Program in this MOU is to provide comprehensive, personalized, and culturally sensitive prevention, screening and compliance monitoring and tracking services for DWI offenders sentenced in the Tribal Court of the Pueblo of Tesuque; and

WHEREAS, the purpose of this MOU is to provide for the understanding and duties of the County DWI Program and the Pueblo of Tesuque with respect to the County's commitment to collaborate with the Pueblo to monitor compliance and provide tracking services for DWI offenders and thereby reduce the number of DWI's occurring on the Pueblo of Tesuque.

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

1. DUTIES OF THE PARTIES

A. The Santa Fe County DWI Program will:

1. Provide DWI offender screening, compliance monitoring and tracking services to the Tribal Court of the Pueblo of Tesuque. Screening will consists of administrative screening conducted on all DWI offenders referred to the County's DWI Compliance Program by the Tribal Court. Screening involves gathering information on convicted DWI offenders, such as demographic information, alcohol/substance abuse history, educational history, and work history.

Compliance monitoring and tracking services consist of monitoring DWI offenders referred by the Tribal Court to ensure offenders comply with conditions of probation established by the Tribal Court.

2. Designate an individual who will serve as the DWI Screening/ Compliance Monitor, attend DWI hearings conducted by the Tribal Court, and work with the court to provide on-site services once a month as agreed upon by the Santa Fe County DWI Program and the Tribal Court. The DWI Screening/ Compliance Monitor will attend DWI sentencing and DWI offender compliance or violation hearings in the Tribal Court. The DWI Screening/ Compliance Monitor will meet monthly with DWI offenders who have been referred by the Tribal Court. The Monitor will provide notice to the Tribal Court as soon as practicable if the Monitor is unable to provide the on-site services as scheduled.
 3. The DWI Screening/ Compliance Monitor will maintain individual case files of all DWI offenders referred for supervision by the Tribal Court.
 4. The DWI Screening/ Compliance Monitor will provide monthly compliance reports to the Tribal Court.
 5. The DWI Screening/ Compliance Monitor will attend Tribal Court hearings to provide testimony in cases that require testimony regarding DWI offender non-compliance.
 6. The DWI Screening/ Compliance Monitor will provide case management services for all DWI offenders referred to the County's DWI Compliance Program, and assist with referrals to court-ordered services such as DWI school or other available programs or resources. The DWI Screening/ Compliance Monitor will maintain a file on each DWI offender referred to the County's DWI Compliance Program.
 7. The duties of the Santa Fe County DWI Program as described in this MOU shall not subject the County or its employees and agents to the jurisdiction of the Pueblo of Tesuque nor will the County, its employees or agents be subject to the subpoena enforcement authority of the Tribal Court.
- B. The Pueblo of Tesuque Tribal Court will:
1. Provide office space for the assigned DWI Screening/Compliance Monitor to provide the services described above.
 2. Provide the DWI Screening/Compliance Monitor access to a phone, internet service, a printer and fax line when providing on-site services at the Tribal Court.
 3. Provide the DWI Screening/Compliance Monitor a secure and locked file cabinet for client files to ensure security and confidentiality of client files.
 4. Notify the DWI Screening/Compliance Monitor if the Tesuque Pueblo Tribal Court will be closed on days scheduled for DWI offender monitoring appointments.

2. DURATION

- A. This MOU shall become effective on the last date of signature by the parties and shall terminate one year later, unless earlier terminated pursuant to Paragraph 6,

below. The parties have the option to extend the term of this MOU upon 30 day's prior notice.

- B. Performance of the County's duties under this Agreement is contingent upon sufficient appropriations and authorization for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Santa Fe County DWI Program to the Tribal Court. The County's decision as to whether sufficient appropriations or authorization are available shall be accepted by the Pueblo of Tesuque Tribal Court and shall be final.

3. LIABILITIES

- A. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. 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 this Agreement.
- B. The County, a political subdivision of the state of New Mexico, shall not be responsible for liability incurred as a result of the Pueblo of Tesuque's acts or omissions in connection with the activities described in this Agreement. Any liability on the part of the County 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.
- C. Nothing in this Agreement shall be construed as a waiver of sovereign immunity, express or implied, of the Pueblo of Tesuque. The Pueblo of Tesuque expressly retains regulatory and adjudicatory jurisdiction over all the activities that are the subject matter of this Agreement.

4. RECITATIONS

- A. This MOU does not require the expenditure of funds to accomplish the purposes for which it is created.
- B. The parties agree that the client files maintained by the DWI Screening/ Compliance Monitor pursuant to this MOU will be the property of the Santa Fe County DWI Program. Upon termination of this MOU, the Santa Fe County DWI Program will retain all client files developed through the services provided by the County DWI Program under this MOU.
- C. Because there is no expenditure of funds or acquisition of property necessary to accomplish the purposes of this MOU, there are no provisions for accounting of funds or disposal or distribution of surplus property.

- D. If any clause, part, or section of this MOU shall be determined to be invalid, such determination shall not affect or invalidate the remainder of the MOU, but shall be confined in its operation to the clause, part, or section directly involved in controversy in which such judgment was rendered.

5. COUNTY'S OBLIGATION

- A. Santa Fe County hereby designates the Santa Fe County DWI Program Executive Director as the DWI Screening/ Compliance Monitor under this MOU and who shall serve as the liaison between the County and the Tribal Court of the Pueblo of Tesuque. The DWI Screening/ Compliance Monitor shall be available at all reasonable times within the normal working hours of the County. Any questions, which arise between the Tribal Court and Santa Fe County during the term of this MOU shall be directed to the Screening/ Compliance Monitor.

6. TERMINATION

- A. Either party hereto may terminate this MOU 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.

7. CONFIDENTIALITY

- A. Any confidential information provided to or developed in the performance of this MOU shall be kept confidential and shall not be made available to any individual or organization without prior written approval of both parties.

8. AMENDMENT

- A. This MOU shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

9. APPLICABLE LAW

- A. The laws of the State of New Mexico shall govern this MOU.


IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 20th day of April, 2016.

SANTA FE COUNTY

Katherine Miller
Katherine Miller
Santa Fe County Manager

4.20.16
Date

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

3/1/16

Date

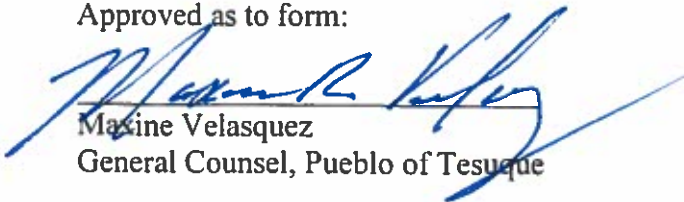
PUEBLO OF TESUQUE


Governor Frederick Vigil

4/6/16

Date

Approved as to form:


Maxine Velasquez
General Counsel, Pueblo of Tesuque

4/12/14

Date