

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA FE COUNTY AND
THE NEW MEXICO ADMINISTRATIVE
OFFICE OF THE COURTS**

2014-0520

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered on this 1 day of May 2014, by and between Santa Fe County, a New Mexico political subdivision, and the New Mexico Administrative Office of the Courts (hereinafter referred to as the "AOC").

RECITALS

WHEREAS, the County applied for Local DWI Reversion (LDWI Reversion) Grant Funds on September 27, 2013 for DWI prevention and enforcement activities to benefit Santa Fe County;

WHEREAS, the County DWI Program received funding from the NM Department of Finance, Local Government Division, in the amount of \$147,225.00 and entered into Project Agreement No. 2014-0119A-HHSDGG on March 11, 2014 for DWI Prevention and enforcement activities to address the issue of DWI in Santa Fe County;

WHEREAS, the County DWI Program dedicated \$14,000.00 of LDWI Reversion Grant Funds to provide funding to the AOC for random alcohol and drug testing of individuals convicted of DWI in the Santa Fe Magistrate Court during fiscal year 2014;

WHEREAS, the County DWI Program and the AOC wish to enter into this MOU to provide for the County's agreement to provide up to \$14,000.00 of LDWI Reversion Grant funds to the AOC for random drug and alcohol testing and screening performed by the AOC as part of its efforts to reduce recidivism rates among those convicted of DWI in Santa Fe County;

WHEREAS, the purpose of this MOU is to provide for the understanding and duties of the County DWI Program and the AOC with respect to the County's financial contribution and the AOC's performance of random drug and alcohol testing and screening.

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

1. DUTIES OF THE PARTIES

A. The County DWI Program shall:

- 1) Serve as fiscal agent for the LDWI funds that are the subject of this MOU and maintain all financial records pertaining to the expenditures under this MOU.
- 2) Provide to the AOC funds in an amount not to exceed fourteen thousand dollars (\$14,000.00) for expenditure in fiscal year 2014 for random drug and

alcohol testing and screening of individuals convicted of DWI in Santa Fe Magistrate Court.

B. The AOC shall:

- 1) Conduct random alcohol and drug testing and screening of individuals convicted of DWI in the Santa Fe Magistrate Court.
- 2) On a monthly basis or every thirty (30) days, provide the County DWI Program with an itemized written statement of costs, expenses and invoices paid for alcohol and drug testing and screening during fiscal year 2014.
- 3) Return any unexpended funds that remain after June 30, 2014 to the County DWI Program.

2. NOT TO EXCEED FUNDING AMOUNT

County funds to be paid under this Agreement shall not exceed fourteen thousand dollars (\$14,000.00), inclusive of NM gross receipts tax.

3. TERM

This Agreement shall be effective upon signature of the parties and will terminate June 30, 2014, 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 thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to termination.

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 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.

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 terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the

governing body of the AOC and the County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the terminating party to the other party. 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 construed 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 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. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the AOC and County DWI Program 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.

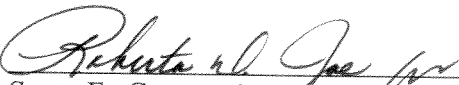
IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date written below.

SANTA FE COUNTY


Katherine Miller, Manager

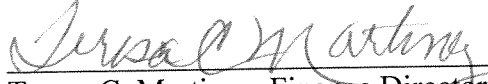
5-2-14
Date

Approved as to Form:


Santa Fe County Attorney

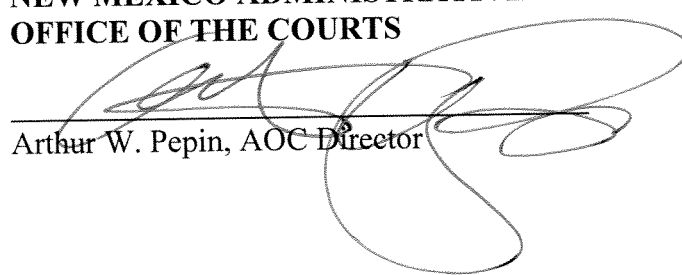
4/29/14
Date

Finance Department


Teresa C. Martinez, Finance Director

5/7/14
Date

**NEW MEXICO ADMINISTRATIVE
OFFICE OF THE COURTS**


Arthur W. Pepin, AOC Director

5/2/2014
Date

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5-5-14
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5/16/14