

**MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
THE CITY OF SANTA FE**

**ITEM #** 19-0875

**THIS MEMORANDUM OF AGREEMENT** (hereinafter "Agreement") is entered on this 19<sup>th</sup> day of November 2019, between Santa Fe County (hereinafter the "County"), a political subdivision of the state of New Mexico, and the City of Santa Fe, New Mexico (hereinafter the "City").

**WHEREAS**, driving while intoxicated (DWI) or driving under the influence of intoxicating drugs or alcohol (DUI) poses a serious risk to the public health, safety, and welfare of the citizens of the City and the County; and

**WHEREAS**, increasing law enforcement activities pertaining to prevention of DWI and DUI is an evidence based approach to reduce the incidents of DWI, alcohol involved crashes and alcohol related crash fatalities; and

**WHEREAS**, the County's anti-driving while intoxicated program received grant funds through the Local DWI Grant in FY 2020 to apply towards the operating costs of the Santa Fe County DWI Program; and

**WHEREAS**, the County wishes to transfer a portion of its DWI grant funds to the City for use by the City in conducting DWI Checkpoints, Saturation Patrols, Shoulder Tap, and Over Services Operations (to determine if an establishment is over-serving patrons).

**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 expenditure of the Local DWI Grant funds identified in this Agreement.
- 2) On a reimbursement basis, transfer and make available to the City, \$25,000.00 for expenditure in FY 2020 to conduct DWI Checkpoints, Saturation Patrols, Shoulder Tap and Over Service Operations.
- 3) Reimburse the City for costs and expenses associated with staffing law enforcement operations. Reimbursement by the County shall be made within 30 days following receipt from the City a statement or invoice requesting reimbursement for costs incurred by the City.

b. The City shall:

- 1) Conduct enforcement operations focused on or prevention or decrease of DWI, Over Service and sales to minors.
- 2) Provide an Enforcement Activity report with copies of all invoices to the County every 30 days for reimbursement and data collection and general status updates.
- 3) Attend court hearings for DWI or DUI offenders and testify as necessary for cases resulting from the anti-DWI and DUI law enforcement activities described in this Agreement.

2. COMPENSATION

Reimbursement by the County to the City for costs incurred associated with anti-DWI enforcement operations shall not exceed \$25,000.00, inclusive of NM gross receipts tax for FY 2020.

3. TERM

This Agreement shall be effective upon the date of last signature by the parties hereto (the Effective Date). The term of this Agreement is from the Effective Date to June 30, 2020, 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 30 days prior to the intended date of termination. By such termination, neither party may nullify nor void any obligations incurred prior to the date of termination. The County may not by such termination avoid its obligation to reimburse the City for unavoidable and appropriate costs to which the City was obligated prior to the termination date by the County. The City will request reimbursement for such unavoidable and appropriate costs in accordance with Paragraph 1.a.3) above.

5. LIABILITY

Neither party shall responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the parties 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.

6. AMENDMENT

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

7. APPROPRIATIONS

Performance of this Agreement by the County is contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and/or the Board of County Commissioners of Santa Fe County. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the County to the City. The County's decision as to whether sufficient appropriations are available shall be accepted by the City and shall be final.

8. GOVERNING LAW

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

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three 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

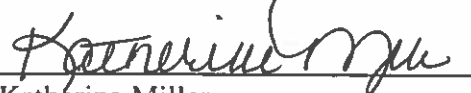
Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

11. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County 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 of last date by the parties hereto.

SANTA FE COUNTY .



Katherine Miller  
Santa Fe County Manager

8-13-19  
Date

Approved as to form:

  
R. Bruce Frederick  
Santa Fe County Attorney


8/7/19  
Date

Finance Division:

  
Gary L.J. Girón  
Finance Director

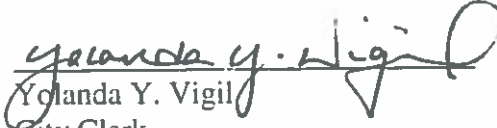
080819  
Date

CITY OF SANTA FE

  
Eric J. Litzenberg, City Manager  
~~JANEL LITAN HILL~~

11/15/19  
Date

Attestation:

  
Yolanda Y. Vigil  
City Clerk

11-19-19  
Date

Approved as to form:

  
Erin K. McSherry, City Attorney

10/29/19  
Date

Approved:

  
Mary McCoy, Director of Finance

11/15/19  
Date

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Business Unit No.