

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

**ITEM #** 18-0005

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter "Agreement") is entered on this 2<sup>nd</sup> day of January 2018, by and between Santa Fe County (hereinafter "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 or under the influence poses a serious risk to the public health, safety, and welfare, and increasing enforcement related activities 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 (DWI) program received grant funds through the Local DWI Grant in FY 2018 to apply towards the operating costs of the Santa Fe County DWI Program; and

**WHEREAS**, the County wishes to transfer a portion of those funds to the City for use by the City in conducting DWI Checkpoints, Saturation Patrols, Shoulder Tap and Over Services Operations.

**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 of Santa Fe, \$44,000.00 for expenditure in FY 2018 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 copies of all invoices paid under this Agreement to the County every 30 days.
- 3) Attend court hearings for DWI offenders and testify as necessary for cases resulting from the anti-DWI 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 \$44,000.00, exclusive of NM gross receipts tax for FY 2018.

## 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, 2018, 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 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 termination by the County. The City will request reimbursement for such unavoidable and appropriate costs in accordance with Paragraph 1.a.3.

## 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 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 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

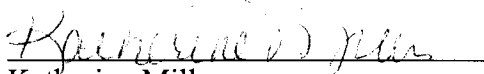
Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

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 last date of signature by the parties hereto.

**SANTA FE COUNTY**

  
Katherine Miller  
County Manager

10-30-2017  
Date

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney

10-25-17  
Date

Finance Department

  
Finance Director

10.27.17

Date

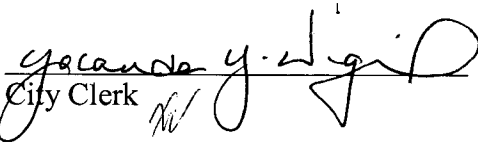
**CITY OF SANTA FE**

  
Brian Snyder, City Manager

12/27/2017

Date

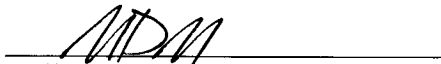
Attestation:

  
City Clerk

1-2-18

Date

Approved as to form:

  
Kelley A. Brennan, City Attorney

12/11/17

Date

Finance Department:

  
Finance Director

12.25.17

Date