

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

ITEM # 18-1319

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is entered on this 20th day of November 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 (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;

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 2019 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 (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, \$26,000.00 for expenditure in FY 2019 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 \$26,000.00, exclusive of NM gross receipts tax for FY 2019.

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, 2019, 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 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 date of last date by the parties hereto.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

10-11-18
Date

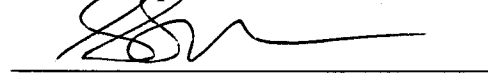
Approved as to form:


R. Bruce Frederick
Santa Fe County Attorney

10-10-18

Date

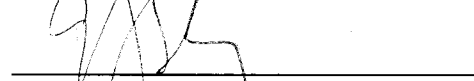
Finance Department:


Stephanie Schardin Clarke
Finance Director

10/11/18

Date

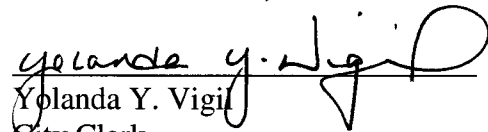
CITY OF SANTA FE


Erik J. Litzenberg, City Manager

11/10/18

Date


Attestation:


Yolanda Y. Vigil
City Clerk

11/20/18

Date

Approved as to form:


Erin K. McSherry, City Attorney

11/6/18

Date

Approved:


Mary McCoy, Finance Director

11/14/18

Date

11001. 491010
Business Unit No.