

ITEM # 18-1350

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between The COUNTY OF SANTA FE, NM ("The County") and the CITY OF SANTA FE, a municipal corporation ("CITY").

**RECITALS:**

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the City agrees to provide the County \$ 0.00 from the US Department of Justice, Bureau of Justice Assistance, FY 18 Edward Byrne Memorial Justice Assistance Grant Program (JAG) - Local Solicitation (\$25,215 direct allocation to City of Santa Fe) for Law Enforcement small equipment replacement.

**WITNESSETH:**

The City and the County desire to formalize it to be in their best interests to identify the JAG funds.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. PURPOSE.**

The City agrees to act as fiscal agent and pay the County a total of \$ 0.00 of JAG funds.

**2. SCOPE.**

The County agrees to use \$ 0.00 for the Sheriff's Office Law Enforcement Program.

**3. TERM.** This Memorandum of Understanding shall remain in effect until September 30, 2020 or terminated by either party, pursuant to Article 4, below.

**4. TERMINATION.** This Memorandum of Understanding may be terminated by either of the parties hereto 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.

**5. LIABILITY.** 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 the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

**6. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**7. THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

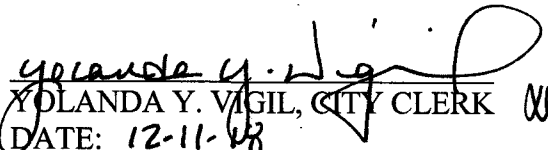
**8. AMENDMENT.** This Memorandum of Understanding shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE

  
ERIK L. LITZENBERG, CITY MANAGER

DATE: 12/6/18

  
YOLANDA Y. VIGIL, CITY CLERK

DATE: 12-11-18

APPROVED AS TO FORM:

 For  
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

  
MARY T. MCCOY, FINANCE DIRECTOR

22746,572400

APPROVED AS TO FORM:

\_\_\_\_\_  
Santa Fe County Attorney

\_\_\_\_\_  
Katherine Miller,  
Santa Fe County Manager

APPROVED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Santa Fe County Finance Director