

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND THE CITY OF SANTA FE
REGARDING THE USE OF DWI GRANT FUNDS**

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is entered on this ____ day of ____ 2023, 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 the 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 Santa Fe County DWI Program is the recipient of grant funds through the Local DWI Grant in FY 2023 to apply towards 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, and

WHEREAS, the City is willing to accept and use such DWI grant funds in conformity with the terms and conditions of this Agreement and any applicable requirements of the Local DWI Grant program.

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

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) Transfer and make available to the City on a reimbursement basis, \$30,000.00 for expenditure in FY 2023 to conduct DWI checkpoints, saturation patrols, "Shoulder Tap", and over service operations.
- 3) Reimburse the City for costs and expenses associated with staffing the above described anti-DWI and anti-DUI operations. Reimbursement by the County shall be made within 30 days following receipt from the City of a

statement or itemized invoice requesting reimbursement for costs incurred by the City.

b. The City shall:

- 1) Conduct operations and programs focused on the prevention or decrease of DWI, DUI, over service, and sales to minors.
- 2) Provide a comprehensive report describing the anti-DWI and anti-DUI operations performed by the City with an invoice to the County every 30 days.
- 3) Attend court hearings for DWI or DUI offenders and testify as necessary for cases resulting from the anti-DWI and anti-DUI law enforcement activities described in this Agreement.

2. REIMBURSEMENT; COMPENSATION

Reimbursement by the County to the City for costs incurred for the purposes under this Agreement shall not exceed \$30,000.00, inclusive of NM GRT.

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, 2023, unless earlier terminated pursuant to paragraph 4 (Termination) or 7 (Appropriations) 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 costs to which the City was obligated prior to the termination date by the County. The City will request reimbursement for such costs in accordance with Paragraph 1.b.2) 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, NMSA 1978, § 41-4-1, et seq., as amended.

6. AMENDMENT

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

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 Santa Fe County Board of County Commissioners. 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



Gregory S. Shaffer
Santa Fe County Manager

1-13-2023

Date

Approved as to form:

Roberta D. Joe for J.Y.

January 12, 2023

Jeff Young
Santa Fe County Attorney

Date

Finance Division:

 For YSH

January 12, 2023

Yvonne S. Herrera
Finance Director

Date

CITY OF SANTA FE


John Blair (Feb 10, 2023 15:44 MST)

Feb 10, 2023

John Blair, City Manager

Date

Attestation:



Feb 14, 2023

Kristine Bustos-
Mihelcic City Clerk *XIV*

Date

City Attorney's Office:


Marcos Martinez (Feb 2, 2023 16:29 MST)

Feb 2, 2023

Senior Assistant City Attorney

Date

Approved for Finances:

Emily K. Oster

Emily K. Oster (Feb 10, 2023 15:38 MST)

Emily K. Oster
Director of Finance

Feb 10, 2023

Date

1000001.491010

Business Unit No.

AH

AH

City of Santa Fe, New Mexico

memo

DATE: February 2, 2023

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Joann Lovato, Interim Chief Procurement Officer
Kyra Ochoa, Director Community Health and Safety 
Paul Joye, Chief of Police 
Matthew Champlin, Deputy Chief of Police 
Anthony Tapia, Captain 

FROM: Jose Gonzales, Lieutenant 

ITEM AND ISSUE:

Request for the Approval of a Memorandum of Understanding (MOU) – Agreement between Santa Fe County and the City of Santa Fe for the Local DWI Grant Funds. There is no cost to the Santa Fe Police Department, and any costs and expenses associated with staffing DWI Checkpoints, Saturation patrols, Shoulder Tap and Over Service Operations paid pursuant to this MOU/Agreement is reimbursed through the grant funding for a total of \$30,000 inclusive of inclusive of NMGRT. Term is 1 year. (Santa Fe County); Jose Gonzales, jgonzales@santafenm.gov, ext. 5231

BACKGROUND AND SUMMARY:

The attached MOU/Agreement is a renewal for the existing MOU/Agreement that is already in place. The Santa Fe Police Department continues its commitment to making Santa Fe safer continuing with DWI enforcement efforts, by conducting operations focused on prevention/reduction of DWI incidents, over service and sales to minors.

Contract Number:

The FY23 Munis contract number is 3203877

ACTION REQUESTED:


The Police Department respectfully requests your review and approval.

City of Santa Fe, New Mexico

memo

DATE: February 2, 2023

TO: Joann Lovato, Interim Chief Procurement Officer

FROM: AnnaMarie Bowen, Fiscal Administrator 

SUBJECT: Exemption Determination Request

Police Department respectfully request exempt determination to be approved by the City's Interim CPO, Joann Lovato. The Memo of Understanding PSA is between the Santa Fe County and City of Santa Fe Police Department for the Local DWI Grant Funding reimbursements.

City of Santa Fe follows the New Mexico State Procurement code.

State Procurement Exemption: **13-1-98 A** – *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Section 13-1-135 through 13-1-137 NMSA 1978;*

Agency: Santa Fe County

Amount: No cost for the City of Santa Fe – Grant Reimburse

Term: February 2023 to June 30, 2023

Approved Exemption:



Joann Lovato, Interim Chief Procurement Officer

| |
|---|
| Log # {Finance use <u>only</u> }: _____ |
| Journal # {Finance use <u>only</u> }: _____ |

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

| | |
|---|------------------|
| DEPARTMENT / DIVISION NAME Police/Administration | DATE 2/2/2023 |
|---|------------------|

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|------------------------------|---------|--------|-----------|------------------------------|------------------------------|
| EXPENDITURES | | | | <i>{enter as positive #}</i> | <i>{enter as negative #}</i> |
| OVERTIME | 1000065 | 501400 | POL231002 | 30,000 | |
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| | | | | | |
| | | | | | |
| REVENUES | | | | <i>{enter as negative #}</i> | <i>{enter as positive #}</i> |
| Santa Fe County - LDWI Grant | 1000001 | 491010 | POL231002 | 30,000 | |
| | | | | | |
| | | | | | |
| | | | | | |

JUSTIFICATION: *(use additional page if needed)*
 --Attach supporting documentation/memo

To record Memo of Understanding (MOU) Agreement between Santa Fe county and the City of Santa Fe for Local DWI Grant. Expires 06/30/2023

Project Ledger Code POL2310002 / Grant ID: L2303

| | |
|--|----------------------------------|
| <i>{Complete section below if BAR results in a net change to ANY Fund}</i> | |
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| | 0 |
| | |
| | |
| TOTAL: | 0 |

| | | | |
|--|------------------|---|--|
| AnnaMarie Bowen Prepared By <i>(print name)</i> | 2/2/2023 Date | <i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> | <u>Andy Hopkins</u> <small>Andy Hopkins (Feb 6, 2023 11:38 MST)</small> |
| Division Director Signature <i>{optional}</i> | 2/2/23 Date | CITY COUNCIL APPROVAL City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/> | Feb 6, 2023 Budget Officer Date N/A Finance Director { ≤ \$5,000 } Date City Manager { ≤ \$60,000 } Date |
| Department Director Signature | Date | | |



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203877

Contractor: Santa Fe County

Description: **Agreement (MOU) between Santa Fe County and the City of Santa Fe (SFPD) regarding the Local DWI Grant Funds. Reimbursements for DWI Enforcement Operations. (\$30,000 inclusive of GRT)**

Contract Agreement Lease / Rent Amendment

Term Start Date: upon signature Term End Date: 06/30/2023

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
MOU - Agreement for participant (MOU) City of Santa Fe (SFPD) regarding Local DWI Grant Funding Reimbursements.

3. Procurement History: _____

[Signature] Purchasing Officer Review: _____ Date: Feb 6, 2023

Comment & Exceptions: Exemption: 13-1-98A entity to entity Exemption approved

4. Funding Source: _____ Org / Object: 1000001/491010

Andy Hopkins Budget Officer Approval: _____ Date: Feb 6, 2023
Andy Hopkins (Feb 6, 2023 11:38 MST)

Comment & Exceptions: Grants - MOU Agreement

Staff Contact who completed this form: AnnaMarie Bowen Phone # x5122

Email: acbowen@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Local DWI Grant Fund Reimbursement

Procurement Method: State Price Agreement Cooperative Sole Source Other Grant Agreement

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting: Santa Fe Police Department Staff Name: Lieutenant Jose Gonzales

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

| YES | N/A | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Jose Gonzales Lieutenant 02/02/2023
Department Rep Printed Name (attesting that all information included) Title Date

 Contracts Supervisor Feb 6, 2023
Purchasing Officer (attesting that all information is reviewed) Title Date












23-0039 Santa Fe County

Final Audit Report

2023-02-14

| | |
|-----------------|--|
| Created: | 2023-02-08 |
| By: | Xavier Vigil (xivigil@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAATuf7zBla6FLpUyXbVyeCv6_dF2_fXW4s |

"23-0039 Santa Fe County" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-02-08 - 4:56:54 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-02-08 - 5:00:38 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-02-10 - 10:36:54 PM GMT- IP address: 104.47.64.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-02-10 - 10:38:28 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-02-10 - 10:38:30 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to jwblair@santafenm.gov for signature
2023-02-10 - 10:38:31 PM GMT
-  Email viewed by jwblair@santafenm.gov
2023-02-10 - 10:39:48 PM GMT- IP address: 216.207.130.218
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-02-10 - 10:44:52 PM GMT- IP address: 216.207.130.218
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-02-10 - 10:44:54 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2023-02-10 - 10:44:55 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2023-02-14 - 11:15:23 PM GMT- IP address: 104.47.65.254





Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-02-14 - 11:15:31 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2023-02-14 - 11:15:31 PM GMT

