

City of Santa Fe, New Mexico

memo

DATE: August 21, 2023

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Kyra Ochoa, Director Community Health and Safety 
Paul Joye, Chief of Police 
Matthew Champlin, Deputy Chief of Police 

FROM: Thomas Grundler, Captain 

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 \$60,000 inclusive of NMGRT. Term is 1 year. (Santa Fe County); Captain Thomas Grundler, tgrundler@santafenm.gov, ext. 5359.

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 and continuing with DWI enforcement efforts, by conducting operations focused on prevention/reduction of DWI incidents, over service and sales to minors.

CONTRACT NUMBER:

FY24 Munis contract number is 3204167.

ACTION REQUESTED:

The Police Department respectfully requests your review and approval.

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

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered on this 26th day of March, 2024, between Santa Fe County (the "County"), a political subdivision of the state of New Mexico, and the City of Santa Fe, Santa Fe Police Department (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 and DUI and alcohol or drug involved crashes and alcohol related crash fatalities; and

WHEREAS, the County's anti-DWI program is the recipient of grant funds through the Local DWI Grant in FY 2024 for operating cost of the Santa Fe County DWI Program; and

WHEREAS, wishes to transfer a portion of it's the DWI grant funds to the City for use by the Santa Fe Police Department's use in conducting DWI checkpoints, saturation patrols, "Shoulder Tap", and over services operations.

THE PARTIES AGREE 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) Transfer and make available to the City, on a reimbursement basis, \$60,000.00 for expenditure in FY 2024 to conduct DWI checkpoints, saturation patrols, Shoulder Tap, and over service operations.
- 3) Reimburse the City for costs and expenses associated with staffing operations in 1) and 2) above. Reimbursement by the County will be made within 30 days following receipt of the City's 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 and 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

The amount of Reimbursement to the City for costs incurred for the purposes under this Agreement shall not exceed \$60,000.00, inclusive of NM GRT.

3. TERM

This Agreement shall be effective upon the date of last signature by the parties (the Effective Date). The term of this Agreement is from the Effective Date to June 30, 2024, 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 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.

6. AMENDMENT

This Agreement must not be altered, changed or amended except by an instrument in writing signed 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.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

Roberta D. Joe for J.Y.

Jeff Young
Santa Fe County Attorney

May 26, 2023

Date

Finance Division:

Yvonne S. Herrera
Yvonne S. Herrera
Finance Director

6/1/2023

Date

CITY OF SANTA FE

John Blair
John Blair (Mar 25, 2024 12:51 MDT)

John Blair
City Manager

Mar 25, 2024

Date

Attestation:

Geralyn Cardenas
Geralyn Cardenas (Mar 26, 2024 12:09 MDT)

Mar 26, 2024

Date

City Clerk

XIV

Approved as to form and legal sufficiency:

Christopher W. Ryan
Christopher W. Ryan (Jun 27, 2023 10:42 MDT)

Senior Assistant City Attorney

Jun 27, 2023

Date

Approved for Finances:

Emily K. Oster
Emily K. Oster
Director of Finance

Mar 25, 2024

Date

Business Unit No.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204167

Procurement # (RFP/ITB# If any):

Contractor: Santa Fe County

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☒

Description/Title: Agreement (MOU) between Santa Fe County and the City of Santa Fe (SFPD) regarding the Local DWI Grant Funds, Reimbursements for DWI Enforcement Operations. (\$60,000 inclusive of GRT)

Contract: ☐

Agreement: ☐

Lease/Rent: ☐

Amendment: ☐

Term Start Date: upon signature

Term End Date: 06/30/2024

Total Contract Amount: \$60,000

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB)

Contract / Lease:

1.b Amendment #: to the Original Contract/Lease #

Increase/(Decrease) Amount \$:

Extend Expiration Date to:

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) 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. (FY23 Munis Contract #3203877)

3. Procurement History:

JoAnn Lovato Montano

Aug 29, 2023

Purchasing Officer Review:

Date:

Comment & Exceptions: Exemption: 13-1-98A entity to entity No procurement

4. Funding Source:

Org / Object: 2230315/491010

Andy Hopkins

Aug 29, 2023

Budget Officer Approval:

Date:

Comment & Exceptions: Grants - MOU Agreement

5. Grant History (if applicable):

Grants Administrator Approval: Cheryl James

Date Aug 29, 2023

Staff Contact who Completed This Form: AnnaMarie Bowen

Phone #: x5122

To be recorded by City Clerk:

Clerk #

Email: acb Bowen@santafenm.gov

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date

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 8/21/2023
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>
Overtime	2230315	501400	POL2422301	60,000	

<u>REVENUES</u>				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>
Santa Fe County - LDWI Grant	2230315	491010	POL2422301	(60,000)	

JUSTIFICATION: <i>(use additional page if needed)</i> -Attach supporting documentation/memo	\$ - \$ -
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To record Memo of Understanding (MOU) Agreement between Santa Fe County and the City of Santa Fe for Local DWI Grant, Expires 6/30/2024. Project Ledger Code POL2422301/Grant ID: L2402	<div><i>(Complete section below if BAR results in a net change to ANY Fund)</i></div> <table border="1" style="width: 100%;"> <tr> <th>Fund(s) Affected</th> <th>Fund Balance Increase/(Decrease)</th> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td>TOTAL:</td> <td style="text-align: center;">0</td> </tr> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)							TOTAL:	0
Fund(s) Affected	Fund Balance Increase/(Decrease)										
TOTAL:	0										

AnnaMarie Bowen Prepared By <i>(print name)</i>	8/21/2023 Date	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i> CITY COUNCIL APPROVAL City Council Approval Date: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> Agenda Item #: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div> <div> <div><u>Andy Hopkins</u></div> <div>Andy Hopkins (Aug 23, 2023 11:44 MDT)</div> </div> <div> <div>Aug 29, 2023</div> <div>Budget Officer</div> </div> </div> <div> <div> <div>Finance Director {≤ \$5,000}</div> <div>Date</div> </div> <div> <div>City Manager {≤ \$60,000}</div> <div>Date</div> </div> </div>
Division Director Signature <i>(optional)</i> <div style="border: 1px solid black; width: 100px; height: 40px; display: inline-block; vertical-align: middle;"></div>	Date 8/29/23		
Department Director Signature <div style="border: 1px solid black; width: 100px; height: 40px; display: inline-block; vertical-align: middle;"></div>	Date		












24-0147 Santa Fe County

Final Audit Report

2024-03-26

Created:	2024-03-20
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsvgwsNf6EyFMoWbyMw_dtNYE_ynzsP3v

"24-0147 Santa Fe County" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2024-03-20 - 8:03:39 PM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-03-20 - 8:06:15 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-03-23 - 5:35:34 PM GMT- IP address: 174.218.21.241
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-03-25 - 2:14:36 PM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-03-25 - 2:19:04 PM GMT - Time Source: server- IP address: 174.240.16.63
-  Document emailed to jwblair@santafenm.gov for signature
2024-03-25 - 2:19:06 PM GMT
-  Email viewed by jwblair@santafenm.gov
2024-03-25 - 6:50:54 PM GMT- IP address: 104.47.65.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2024-03-25 - 6:51:19 PM GMT- IP address: 63.232.20.2
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-03-25 - 6:51:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2024-03-25 - 6:51:24 PM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2024-03-26 - 6:09:02 PM GMT- IP address: 104.47.65.254



Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)

Signature Date: 2024-03-26 - 6:09:29 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2024-03-26 - 6:09:29 PM GMT