

INTERGOVERNMENTAL AGREEMENT

Between the

**CITY OF SANTA FE, SANTA FE POLICE
DEPARTMENT**

And the

RIO ARriba COUNTY SHERIFF'S OFFICE

And the

ESPANOLA POLICE DEPARTMENT

And the

LOS ALAMOS COUNTY POLICE DEPARTMENT

And the

FIRST JUDICIAL DISTRICT ATTORNEY'S OFFICE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the date of the signature by the required approval authorities below, by and between the First Judicial District Attorney's Office (FJDA) ("District Attorney"), the City of Santa Fe for the Santa Fe Police Department ("SFPD"), the Rio Arriba County Sheriffs Office ("RASO"), Espanola Police Department ("EPD"), and the Los Alamos County Police Department ("LAPD") each organized and existing under the laws of the State of New Mexico.

DEFINITIONS

- A. "Confidential Information" means information that could reveal the identity of a confidential informant or jeopardize an ongoing law enforcement operation.
- B. "Law Enforcement Agency" or "LEA" means SFPD, RASO, and LAPD.
- C. "Parties" means the District Attorney (FJDA), SFPD, RASO, EPD, and LAPD.
- D. "Target" and "Defendant" are used interchangeably in this agreement.

RECITALS

WHEREAS, as of September 6, 2023, according to the FJDA case management system, there is a backlog of approximately 502 outstanding felony arrest and bench warrants exist in the First Judicial District; and

WHEREAS, the Department of Finance and Administration ("OFA") was appropriated funding under the General Appropriations Act of 2023 (HB2) to fund efforts to reduce the backlog of outstanding warrants within the Counties of Santa Fe, Rio Arriba and Los Alamos; and

WHEREAS, DFA has delegated the disbursement of these funds to the District Attorney for outstanding felony warrants within the County of Santa Fe, Rio Arriba, and Los Alamos.

WHEREAS, the above referenced public agencies desire to enter into the agreement to exercise their common powers to apprehend and prosecute the large number individuals within Santa Fe, and Rio Arriba Counties that currently have active and valid felony warrants entered into NCIC with corresponding criminal cases that are viable for prosecution.

NOW THEREFORE, in order to implement measures that will reduce the warrant backlog in the First Judicial District, the parties agree as follows:

1. Scope of Work

- 1.1. The District Attorney shall fund overtime compensation for operations aimed at reducing the warrant backlog and apprehending recently issued felony warrants within the First Judicial District. Any overtime hours worked under this agreement shall adhere to the following:
 - 1.1.1. Overtime hours worked shall be for the sole purpose of activities aimed at reducing the warrant backlog within Santa Fe, Rio Arriba and Los Alamos Counties.
 - 1.1.2. All overtime hours must be paid in accordance with the specific LEA's overtime policies. The LEA must complete a certification indicating all overtime hours are paid in accordance with the Fair Labor Standards Act (FLSA) and their policies. The overtime Certification is incorporated into this agreement as **Attachment 1**.
- 1.2. The District Attorney's Office will submit a list of who they consider to be priority targets for arrest on his/her outstanding felony warrant. The District Attorney will have a final say over the contents of the list and who will be identified as a priority target. If a target has not been approved by the District Attorney for apprehension, then funds pursuant to this agreement will not be authorized. The parties may continue to send the District Attorney, via email, names of targets they believe to be a priority throughout the term of this agreement. The parties agree to prioritize the apprehension and prosecution of those targets approved by the District Attorney.
- 1.3. If the parties have a scheduled ops-plan (such as traffic enforcement or a tac-plan) and an officer comes upon a priority target, the District Attorney will not provide payment to the parties, unless the ops-plan was specifically scheduled to apprehend a target identified through this warrant enforcement project.
- 1.4. If a LEA is looking for a priority target and in the course of doing so, comes into contact with a person who has an outstanding felony warrant, the LEA may invoice the District Attorney for additional time needed to arrest and process that person.
- 1.5. If, upon apprehension of a priority target, a LEA identifies new criminal charges or the need to obtain a search warrant, the time spent completing those tasks will not be invoiced to the District Attorney.
- 1.6. The District Attorney will fund overtime specifically for First Judicial District employees for administrative functions related to confirming the removal of the served

or quashed warrants from databases such as NCIC for the felony warrant enforcement cases, and resolving discrepancies that exist between the District Attorney's Case Management System, the Court's record, and NCIC.

- 1.7. As long as a planned and coordinated effort was established to search for a subject, hours will be paid to the LEA for the work performed, even if it does not lead to the apprehension of a target.
- 1.8. Reporting: To ensure this initiative results in a reduction of outstanding warrants within the Counties of Santa Fe, Rio Arriba, and Los Alamos, the LEA's shall submit a detailed monthly report for their respective agency containing the following data for the previous reporting period and cumulative stats on the following:
 - 1.8.1. The name of each defendant with corresponding case number(s) and case type or primary criminal charge;
 - 1.8.2. The method(s) used to locate each defendant;
 - 1.8.3. The total number of targets apprehended;
 - 1.8.4. The name and man number of each and every officer or analyst that conducted work under this agreement;
 - 1.8.5. Total number of overtime hours worked and the average overtime per officer or analyst; and
 - 1.8.6. The name of the administrative personnel who removed the warrant from the system, the name of the target whose warrant was removed, the total number of overtimes hours worked.
2. **Time of Performance and Term of Agreement.** Performance of the identified Services begins as of the date shown above and ends **June 30, 2025**. The Services shall be performed in a manner and sequence that will assure their expeditious completion in consideration of the purposes of this Agreement but, in any event, the identified Services shall be completed by **June 30, 2025**.
3. **Compensation & Method of Payment.**
 - 3.1. **Compensation.** For performance of the Services, the District Attorney agrees to pay the LEA overtime invoiced for deputy hours worked to reduce the warrant backlog within the First Judicial District. Such amount shall constitute full and complete overtime compensation for the LEA's services under this Agreement. Payments will be made until the total budget has been fully expended, or until the funding reverts on July 1, 2025. The District Attorney will report the fund balance to LEA's on a monthly basis.
 - 3.1.1. The District Attorney agrees to pay the FJDA investigators and LEAs overtime for administrative personnel to complete the administrative process in

removing warrant(s) from the system, in accordance with their existing procedures.

- 3.2. Amount Budgeted: The FIDA agrees to pay an hourly amount of \$100.00 per hour for LEA certified personnel and FIDA certified personnel assigned to the approved operations plan. The total amount budgeted per agency is up to \$132,800.00
- 3.3. Prior Approval Required: To qualify for reimbursement, each planned operation, the date(s) of the operation, and number of LEA certified personnel approved for overtime is subject to the approval of the FIDA Chief Investigator and Chief Financial Officer. The FIDA certified personnel may accompany the LEA for each approved operation.
- 3.4. Method of Payment. The amount specified in Section 3.1 of this Agreement shall be paid in monthly installments payable following the execution of this Agreement and shall be based upon the actual expenditures for overtime. The District Attorney shall pay such amounts to the LEA as determined by the budgetary and fiscal guidelines of the District Attorney. Amounts shall be paid to the LEA on a monthly basis following receipt, review, and approval by the District Attorney. Invoices and Monthly Activity Reports must be submitted no later than the 15th of every month as described in Section 1.3 above.
- 3.5. Approval Required:
- 3.6. Invoices: Invoices shall be e-mailed monthly to:

C. Renee Padilla
Chief Financial Officer,
cpadilla@da.state.nm.us,
505-428-6918
4. Performance Monitoring: The LEA will periodically provide assistance and information required by District Attorney staff to monitor and evaluate the performance of the above- mentioned Scope of Services. It is understood that the District Attorney's staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged.
5. Appropriations. Notwithstanding any other provisions of this Agreement, the terms of this Agreement are contingent upon the State of New Mexico making appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State of New Mexico, this Agreement may be terminated at the end of the District Attorney's then current fiscal year upon at least 30 days' written notice given by the District Attorney to the LEA. Such event shall not constitute an event of default. All payment obligations of the District Attorney and its interest in this Agreement will cease upon the date of termination. The District Attorney's decision as to whether

sufficient appropriations are available shall be accepted by the LEA and shall be final.

6. **Independent Contractor.** Neither the LEA nor its employees are considered to be employees of the District Attorney for any purpose whatsoever. The LEA agrees that neither it nor its employees are entitled to any benefits from the District Attorney under the provisions of the New Mexico Worker's Compensation Act, or to any of the benefits granted to employees of the District Attorney. The District Attorney shall provide no liability coverage to the LEA.
7. **Personnel:**
 - 7.1. The LEA represents that it has, or will secure at its own expense, all personnel required in performing the Services required under the Agreement. Such personnel shall not be employees of or have any contractual relationships with the District Attorney.
 - 7.2. All work required hereunder will be performed by the LEA or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local laws to perform such work.
8. **Liability.** Any and all claims by third parties resulting from this Agreement are subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.*, NMSA 1978, as amended. Neither of the Parties shall be considered liable for the acts or omissions of the other party, nor for those of the other party's employees.
9. **Equal Employment.** The LEA agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If the LEA is found to be not in compliance with these requirements during the life of this Agreement, the LEA agrees to take appropriate steps to correct these deficiencies.
10. **American Disabilities Act (ADA) Compliance.** The LEA agrees to meet all the requirements of the ADA and all ADA-related rules and regulations that apply to the District Attorney or the LEA as public entities. The LEA agrees to be responsible for any ADA violations solely, and directly, attributable to the LEA or any LEA employees performing the Services.
11. **Establishment and Maintenance of Records.** Records associated with this Agreement shall be maintained by the LEA in accordance with applicable laws and requirements prescribed by the District Attorney. Unless authorized by the District Attorney, such records shall be maintained and kept in compliance with the state records retention requirements and, in no event, less than three (3) years after receipt of final payment under this Agreement.
12. **Audits and Inspections.** At any time during the normal business hours of the LEA, the LEA shall make available, within a reasonable period of time, for the District Attorney's examination any LEA records associated with this Agreement. The LEA shall permit the District Attorney to audit, examine and make excerpts, or transcripts, from such records and make audits of all contract invoices, materials, payrolls, records of personnel, conditions of employment or other data relating to any matters associated with this Agreement. Notwithstanding any other provisions of this Agreement, the LEA shall not be obligated to disclose any Confidential Information.

13. **Publications, Reproductions, and Use of Material.** No material produced in whole, or in part, pursuant to this Agreement shall be subject to any copyright protection under the laws of the United States, or the laws of any other country. Except for Confidential Information, or as otherwise limited by any other provisions of this Agreement, the District Attorney or the LEA shall have unrestricted authority to publish, disclose, distribute and otherwise use in whole, or in part, any reports, data or other materials prepared as a result of this Agreement.
14. **Compliance with Applicable Laws.** In performing the Services hereunder, the LEA shall comply with all applicable state and federal laws, rules and ordinances.
15. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico.
16. **Changes and Amendments.** Either of the Parties may, during the term of this Agreement, propose changes in the nature or extent of the Services or amendments to the provisions of this Agreement. Any changes to the Services or amendments to this Agreement, including any increase or decrease in the amount of the LEA's compensation, shall be mutually agreed upon by the Parties made in writing, dated, and signed in advance by the Parties.
17. **Assignability.** The LEA shall not assign any interest in this Agreement or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the District Attorney.
18. **Termination for Cause.** If, for any cause, the LEA fails to fulfill in a timely and proper manner its obligations under this Agreement, the District Attorney shall then have the right to terminate this Agreement, in whole or in part, by giving written notice to the LEA of such termination and specifying the date of termination at least ten (10) days before the date of such termination. In such event all finished or unfinished documents, data, and reports prepared by the LEA under this Agreement shall, at the option of the District Attorney, become its property. In any event, the LEA shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the date of termination.
19. **Termination for Convenience.** Either the District Attorney or the LEA may terminate this Agreement at any time by giving at least thirty (30) days advance written notice to the other Party. In such event all finished or unfinished documents, data, and reports prepared by the LEA under this Agreement shall, at the option of the District Attorney, become its property. In any event, the LEA shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the date of termination.
20. **Construction and Severability.** If any part of this Agreement is held to be invalid, or unenforceable, such a holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is understandable and reasonably capable of completion.
21. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and supersedes any, and all, of their other agreements, or understandings, oral or written, whether made contemporaneously with, or in advance of, the execution of this Agreement. Any changes, including increases or decreases in the amount of the compensation, which are mutually agreed upon by and between the District Attorney and the LEA, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or

amended except by an instrument, in writing, executed by parties hereto.

22. **Approval Required.** This Agreement shall not become effective, or binding, until approved and signed by the First Judicial District Attorney and the authorized signatories of the participating LEA.
23. **Facsimile/Electronic Signature.** A signature sent via facsimile/electronic shall have the same legal effect as if the original has been signed in person.
24. **Force Majeure.** Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, epidemics, quarantine restrictions, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

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IN WITNESS WHEREOF, the First Judicial District Attorney's Office, SFPD, RASO, EPD, and LAPD have executed this Agreement as of the last date of execution shown below.

APPROVED BY:

FIRST JUDICIAL DISTRICT ATTORNEY'S OFFICE:

By: _____ Date: _____
Mary Carmack-Altwies, District Attorney

By: _____ Date: _____
Jennifer Padgett Macias, Chief Deputy-Certifying legal Sufficiency

CITY OF SANTA FE, for the SANTA FE POLICE DEPARTMENT

By: Mark Scott Date: 04/28/2025
Mark Scott (Apr 28, 2025 12:15 MDT)
Mark Scott, City Manager

Attest: Andrea Salazar
By: ANDREA SALAZAR Date: 04/28/2025
(Apr 28, 2025 14:11 MDT)
Andrea Salazar, City Clerk

By: Christopher W. Ryan Date: Apr 10, 2025
Christopher W. Ryan (Apr 10, 2025 16:49 MDT)
Senior Assistant City Attorney, Certifying legal Sufficiency

RIO ARRIBA COUNTY SHERIFF'S OFFICE

By: _____ Date: _____
Rio Arriba County Sheriff

By: _____ Date: _____

Certifying legal Sufficiency

ESPANOLA POLICE DEPARTMENT

By: _____ **Date:** _____
Chief of Police, Espanola Police Department

By: _____ **Date:** _____
Certifying legal Sufficiency

LOS ALAMOS COUNTY POLICE DEPARTMENT

By: _____ **Date:** _____
Chief of Police, Los Alamos Police Department

By: _____ **Date:** _____
Certifying legal Sufficiency

FIRST JUDICIAL DISTRICT ATTORNEY - STATE OF NEW MEXICO

WARRANT ENFORCEMENT FUNDS

Subrecipient Request for Payment Form

(To be Returned to Recipient for Payment)

Attachment 1

Date: _____

I. Subrecipient Information

(Make sure information is complete & accurate)

A. Appropriation Number: ZH5048
B. Subrecipient Name: City of Santa Fe, Santa Fe Police Department
C. Address: _____

D. Phone No.: _____

II. Payment Computation

A. Payment

Request/Invoice No.: _____
B. Appropriation Amount: \$132,800.00
C. Funds Requested to Date: _____
D. Amount Requested this Payment: _____
E. Appropriation Balance: \$132,800.00

F. Final Request for Payment

Yes _____ No _____

III. Fiscal Year : July 1, 2024 through June 30, 2025

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the activity is in full compliance with the State Procurement Code and Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Emily K. Oster

Subrecipient Fiscal Officer (print)

Emily K. Oster

Signature

Date: 04/28/2025

Mark Scott

Subrecipient Representative (print)

Mark Scott
Mark Scott (Apr 28, 2025 12:15 MDT)

Signature

Date: 04/28/2025

(First Judicial District Attorney's Office Use Only)

Chief Financial Officer Signature
C. Renee Padilla

Date

Lead Investigator Signature
Gaspar A. Garcia

Date









Intergovernmental Agreement

Final Audit Report

2025-04-28

| | |
|-----------------|--|
| Created: | 2025-04-24 |
| By: | TARA RICO (trrico@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAz2LRhbjUWIWIk6cp1_O3g510h8gY2sJl |

"Intergovernmental Agreement" History

-  Document created by TARA RICO (trrico@santafenm.gov)
2025-04-24 - 10:40:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-04-24 - 10:42:55 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
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-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-04-28 - 5:43:44 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mark Scott (mscott@santafenm.gov) for signature
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-  Document e-signed by Mark Scott (mscott@santafenm.gov)
Signature Date: 2025-04-28 - 6:15:38 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-04-28 - 6:15:38 PM GMT






25-0157 Intergovernmental Agreement signed

Final Audit Report

2025-04-28

| | |
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| Created: | 2025-04-28 |
| By: | GERALYN CARDENAS (gfcardenas@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAi27MErxSIQuGIwhaU1ho_8pZ9mTg6m5H |

"25-0157 Intergovernmental Agreement signed" History

-  Document created by GERALYN CARDENAS (gfcardenas@santafenm.gov)
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-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-04-28 - 8:11:18 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-04-28 - 8:11:18 PM GMT