

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF RUIDOSO AND THE VILLAGE OF CAPITAN
AS THE ADMINISTRATIVE AUTHORITY FOR THE
VILLAGE OF CAPITAN POLICE DEPARTMENT FOR DWI
ENFORCEMENT ACTIVITIES AND REIMBURSEMENT OF COSTS**

WHEREAS, the Village of Ruidoso, (“the Village”) is the fiscal agent for the Lincoln County DWI grant funds; and,

WHEREAS, the Village of Capitan, (“Capitan”) is the administrative authority for the Capitan Police Department (“Capitan”)

WHEREAS, the Village has received funding from the State of New Mexico Local DWI Grant Program, which the Village wishes to utilize in part to reimburse Capitan for DWI enforcement activities including overtime worked by the Capitan Police Department and,

WHEREAS, the accomplishment of the work and services described in this Memorandum of Understanding (“MOU”) is beneficial to the Local DWI Program of Lincoln County (“the program”), and will serve to protect the health, safety, and welfare of all of the citizens of Lincoln County: and,

WHEREAS, the increased police presence over peak traffic hours in Lincoln County is in the public interest.

THEREFORE, the parties enter into this MOU for the term of July 1, 2023 through May 31, 2024 to facilitate the detection and prevention of DWI related violations and hereby agree as follows;

1. Capitan acknowledges and agrees that the reimbursement provided for in this agreement is limited to overtime salary costs only and that DWI Grant Funds may not be used to reimburse participating agencies for employer contributions required under FICA, Medicare, Medicaid, and or any other benefits the agency may afford it officers.

2. The Capitan Police Department shall perform saturation patrols, shoulder taps, and underage drinking activities during peak traffic hours as determined by its Departmental Supervisor(s) after consultation with the DWI Program Coordinator.

3. All saturation patrols shall be worked after 6:00 PM with the exception of special events.

4. This overtime cost reimbursement will be paid in an amount not to exceed two thousand dollars (\$2,000.00) for the period of time between July 1, 2023 and May 31, 2024.

5. The Capitan Police Department shall submit monthly claims for payment to the Village DWI Coordinator in the form of a letter containing the following information.

- a. The enforcement activity completed.
- b. The names of the officers involved and their hourly wage.
- c. The number of hours worked.
- d. The total amount requested
- e. A breakdown of the total enforcement actions taken.

6. The Capitan Police Department shall provide all equipment required by its officers to perform these activities.

7. This MOU may be terminated with or without cause upon two weeks advance written notice by either party. Termination shall be effective upon receipt of the notice. Notice shall be delivered by certified mail to the address indicated below. The Village shall reimburse Village of Capitan for work occurring before the effective date of termination.

8. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, or by certified mail if required, postage prepaid to:

Randy Spear, Chief
Village of Capitan
PO BOX 246
Capitan, New Mexico 88316

Village:

Village of Ruidoso Manager
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

9. Capitan shall save and hold harmless, indemnify and defend the Village, its elected officials, employees, and agent in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the performance of the Capitan Police Department under this MOU.

10. By entering into this Agreement, the Parties and their “public employees” as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability provided by the New Mexico Tort Claims Act. No provision in this Agreement shall be construed or interpreted to modify or waive any provision of the New Mexico Tort Claims Act, supra.

11. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreement, covenant of understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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

13. If any term or condition of this Agreement shall be held invalid or non-enforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

14. The parties agree that this agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico and that the proper court having jurisdiction and venue to resolve any dispute under or surrounding this agreement shall be the District Court of the Twelfth Judicial District in and for the County of Lincoln.

IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY: _____

Lynn D. Crawford, Mayor
Village of Ruidoso

Date: _____

ATTEST:

BY: _____

Jini S. Turri, City Clerk
Village of Ruidoso

Date: _____

BY: _____

William Hanson
Lincoln County DWI Coordinator

Date: _____

BY: _____

Ron Lowrance, Mayor
Village of Capitan

Date: _____

BY: _____

Randy Spear, Chief of Police
Village of Capitan

Date: _____

