

**MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE
VILLAGE OF RUIDOSO AND THE COUNTY OF LINCOLN
AS THE ADMINISTRATIVE AUTHORITY FOR LINCOLN
COUNTY SHERIFF’S OFFICE FOR
DRIVING WHILE INTOXICATED (“DWI”) PREVENTION 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 County of Lincoln, (“LC”) is the administrative authority for the Lincoln County Sheriff’s Office (the “LCSO”); and,

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 LC for DWI Prevention enforcement activities; and,

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

WHEREAS, the increased police presence over peak traffic hours in LC 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. LCSO acknowledges and agrees that the reimbursement provided for in this MOU 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 its officers.
2. The LCSO 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 Prevention Program Coordinator.
3. All saturation patrols shall be worked after 6:00 PM with the exception of special events.

4. LCSO Deputies will be paid time and a half (1½) as reimbursement for services rendered 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 LCSO shall submit monthly claims for payment to the Village DWI Prevention Coordinator in the form of a letter containing the following information:

- a. The enforcement activity completed.
- b. The names of all 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 LCSO shall provide all equipment required by its officers to perform these activities.

7. This MOU may be terminated with or without cause upon two (2) 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 addresses listed below. The Village shall reimburse LCSO for work occurring before the effective date of termination.

8. All notices under this MOU shall be sufficient if mailed by United States Postal Service first class mail, or by certified mail if required, postage prepaid to:

Lincoln County Sheriff
P.O. Box 278
Carrizozo, NM 88301

Lincoln County Manager
P.O. Box 711
Carrizozo, NM 88301

Village of Ruidoso Manager
313 Cree Meadows Drive
Ruidoso, NM 88345

9. It is expressly understood and agreed by LC and the Village that neither shall be held liable for the actions of the other party or any of the members of the parties while in any manner furnishing services hereunder. The parties do hereby waive all claims against each other for any loss, damage, personal injury, or death arising from the performance of this MOU.

By entering into this MOU, 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 pursuant to law. No provision in this MOU modifies or waives any provisions of the New Mexico Tort Claims Act, *supra*.

It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions or any part of this MOU to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this MOU to maintain any suit for wrongful death, bodily or personal injury, damage to property, or any other matter whatsoever, pursuant to the provisions of this MOU.

10. This MOU incorporates all 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 MOU. No prior agreement, covenant, or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

11. This MOU shall not be altered, changed, amended except by an instrument in writing executed by the parties hereto.

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

13. The parties agree that this MOU 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 MOU 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, Village Clerk
Village of Ruidoso

Date: _____

BY: _____
William Hanson, DWI Coordinator
County of Lincoln

Date: _____

BY: _____
Todd Proctor, Chair
County of Lincoln Board of Commissioners

Date: _____

ATTEST:

By: _____
Shannan Hemphill, Clerk
County of Lincoln

Date: _____

BY: _____
Mike Wood, Sheriff
County of Lincoln

Date: _____