

**INTERGOVERNMENTAL AGREEMENT
FOR POLICE SERVICES
BETWEEN THE TOWN OF PERALTA AND
THE VILLAGE OF BOSQUE FARMS**

This Intergovernmental Services Agreement ("Agreement") is entered into this _____ day of July, 2020 by and between the Village of Bosque Farms, New Mexico ("Bosque Farms"), and the Town of Peralta, New Mexico, ("Peralta"). Individually, Bosque Farms and Peralta may be referred to as a "Party" and collectively as "Parties" under this Agreement.

RECITALS:

1. The Parties to this Agreement wish for Bosque Farms, through the Bosque Farms Police Department (BFPD), to provide police services to Peralta as set forth herein.

2. The New Mexico Procurement Code NMSA 13-1-98 authorizes one public entity to provide services to another public entity.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES THAT:

3. Incorporation of recitals: The above recitals are hereby incorporated into this Agreement as if fully set forth herein.

4. Purpose: The purpose of this Agreement is to enable the BFPD to provide police services to Peralta.

- a. BFPD agrees to provide police services to Peralta according to BFPD's prioritization of the need for service in the two communities.
- b. Peralta agrees to pay Bosque Farms the sum of \$262,040 (two hundred sixty two thousand and forty dollars) for service rendered under this contract between July 1, 2020 and June 30, 2021. In addition, the Town of Peralta agrees to apply for Law Enforcement Protection Fund grants on an annual basis, and shall transfer the use of said funds once agreed upon by the Mayors and Police Chief, to the Village of Bosque Farms to be used in accordance with the Law Enforcement Protection Funds Act 29-13-1 et seq. NMSA 1978 and the Department of Finance & Administration Rule 2 NMAC 110.6. Pursuant to NMSA

1978, § 11-1-6, the Parties agree to be strictly accountable for the receipts and disbursements under this agreement. BFPD shall assist in the selection and purchase of the covered equipment. All equipment purchased with the grant funding obtained by the Town of Peralta will remain the property of the Town of Peralta. An inventory list will be maintained and reviewed yearly by the two municipalities.

- c. The Town of Peralta will pay Valencia Regional Emergency Communications Center (VRECC) 911 directly for dispatch services. Bosque Farms will not invoice Peralta for VRECC services, nor will be held accountable for dispatch charges incurred by Peralta.
- d. The Town of Peralta agrees to pay up to an additional \$10,000 for overtime, or other unexpected expenses incurred by BFPD while on incidents/cases in the Town of Peralta.
- e. Payments pursuant to this Agreement shall be made quarterly after an invoice is submitted by Bosque Farms to Peralta.
- f. The Parties agree that BFPD will have the right to patrol the Town of Peralta and to act as law enforcement officers in enforcing all laws, ordinances and statutes applicable therein.
- g. Peralta understands and agrees that BFPD will not designate any particular officer, or any particular amount of time to the patrolling of Peralta, though the BFPD will provide daily law enforcement presence to Peralta as BFPD resources permit and the law enforcement needs of the two communities require. This will be coordinated between the Mayors and the Police Chief.
- h. Peralta will authorize BFPD to enforce the ordinances of Peralta, and to prosecute the same in the municipal courts in Peralta.
- i. Peralta understands and agrees that administration of the BFPD, including but not limited to personnel actions, assignment of resources and manpower, and training, is under the sole purview of Bosque Farms, though Bosque Farms welcomes the comments and advice of Peralta regarding the same.

5. Liability: No Party shall be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 sec. 41-4-1 et seq. as may be amended from time to time.

This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any Party or their officers, directors, officials employees, agents, representatives, contractors, subcontractors, consultants or advisors.

No Party's employee or contractor shall be considered as an employee, agent, or servant of any other Party. No Party shall control or direct the details and means by which the employees of other Parties perform the duties and responsibilities set forth in this Agreement.

6. Effective Date, Term and Termination of Agreement

This Agreement shall become effective July 1, 2019 assuming that the duly authorized representative(s) of each Party sign and this agreement is approved in accordance with the New Mexico Procurement Code.

This Agreement shall continue for one year, and if not renewed, shall terminate on June 30, 2020. In the event that sufficient appropriations and authorizations are not made, this Agreement shall terminate as to the Party without sufficient funding upon written notice of the same by said Party to the other Parties.

This Agreement may be terminated by the consent of all Parties at any time or by any one Party upon not less than one hundred eighty (180) days prior written notice. In the event that budgetary constraints prohibit either Party from upholding their responsibility in this agreement, this agreement may be terminated upon 30 days' notice.

7. Financial Accountability:

The Parties shall keep records of all receipts and disbursements made in furtherance of this contract. Such records shall be available for inspection by any Parties and by the public during business hours at the respective offices of the Parties.

8. Headings:

The headings of this Agreement are inserted only for convenience or reference and are not intended to be construed to modify, define, limit or expand the intent of the Parties.

9. Severability:

If any provision of this Agreement shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision found to be illegal, invalid or otherwise unenforceable.

10. Waiver:

No consent or waiver, express or implied by any Party to the breach or default by any other Party in the performance of his or her obligations under this Agreement shall be deemed or construed to be a consent or waiver to any other breach or default.

11. Further Assurances:

Each Party hereto agrees to do all acts and things to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

Both Parties commit to communicating with each other regarding any issues which may develop pursuant to this Agreement.

12. Entire Agreement:

This Agreement represents the entire agreement and understanding between the Parties.

13. Amendments:

The Parties acknowledge and agree that this Agreement may be amended in writing upon approval of the governing bodies of each Party and that any such amendments shall not become effective until signed by the Parties, provided that no such amendment shall materially adversely affect any bonds or other obligations then outstanding,

For the Town of Peralta:

For the Village of Bosque Farms:

Bryan R. Olguin, Mayor

Russell Walkup, Mayor

Attest:

Attest:

Kori Taylor, Clerk Administrator

Gayle A. Jones, Clerk Administrator

Dated this ____ day of _____, 2020.

Dated this ____ day of _____, 2020.