

**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 **1st** day of July, 2021 by and between the Village of Bosque Farms, New Mexico ("Bosque Farms"), and the Town of Peralta, New Mexico, ("Peralta"). Individually, Village of Bosque Farms and the Town of Peralta may be referred to as a "Party" and collectively as "Parties" under this Agreement.

RECITALS:

1. The Parties to this Agreement wish for the Village of 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. The Village of Bosque Farms agrees to provide police services to the Town of Peralta according to BFPD's prioritization of the need for public safety services within the two communities. Prioritization of needs/incidents/cases shall occur based on level of urgency determined by the BFPD or Valencia Regional Emergency Communications Center (VRECC)/911 Dispatch.
 - b. The Town of Peralta agrees to pay the Village of Bosque Farms for police services rendered under this contract between July 1, 2021 and June 30, 2024. Quarterly payments will be made the first (1st) year in the amount of \$300,000.00, second year (2nd) \$350,000.00 and the third (3rd) year \$400,000.00. 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 annually by the two municipalities.

c. The Town of Peralta will pay Valencia Regional Emergency Communications Center (VRECC) directly for 911 Dispatch services. The Village of Bosque Farms will not invoice the Town of Peralta for VRECC services, nor will be held accountable for dispatch charges incurred by the Town of Peralta.

d. The Town of Peralta agrees to pay a total annual police overtime to a maximum in the amount of \$10,000.00 total incurred by BFPD while servicing incidents/cases within the Town of Peralta. It also agrees to pay a maximum of \$6,000.00 per year towards other unexpected expenses incurred by BFPD in the Town of Peralta.

e. Payments pursuant to this Agreement shall be made quarterly after an invoice is submitted by the Village of Bosque Farms to the Town of 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. The Town of Peralta understands and agrees that BFPD will not designate any particular officer, or any particular amount of time to the patrolling of Peralta. 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. The Town of Peralta will authorize BFPD to enforce the ordinances of the Town of Peralta and the State of New Mexico laws to prosecute the same in the Peralta Municipal Court.

i. The Town of 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 the Village of Bosque Farms, though Bosque Farms welcomes the comments and advice of the Peralta Governing Body 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. and any other legal defense including qualified immunity, which may be applicable.

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, 2021 on the condition 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 three (3) years, and if not renewed, shall terminate on June 30, 2024. In the event that sufficient appropriations and authorizations are not made, this Agreement shall terminate **upon written notice by one party to the other.**

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 thirty (30) days notice.

7. Financial Accountability:

The Parties shall keep records of all receipts and disbursements made in furtherance of this contract, including detailed records concerning overtime paid and other operating expenses incurred under this contract. Such records shall be available for inspection by any Parties and by the public during business hours at the respective offices of both Parties.

8. Headings:

The headings of this agreement are inserted only for the convenience of reference and are not intended to be construed to modify, define, limit or expand the intent of both 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 _____, 2021.

Dated this ____ day of _____, 2021.