



INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN THE COUNTY OF VALENCIA AND THE CITY OF RIO COMMUNITIES FOR LAW ENFORCEMENT PROTECTION

THIS INTERGOVERNMENTAL SERVICES AGREEMENT (“Agreement”) is made by and between the County of Valencia (“County”) and the City of Rio Communities (“City”).

RECITALS

WHEREAS, NMSA 1978, Section 3-12-4 (1963) requires a municipality to maintain a “police officer” and NMSA 1978, Section 3-13-2 (1988) sets forth the duties of that municipal police officer(s); and,

WHEREAS, the County of Valencia, encompassing the City of Rio Communities, maintains and is served by a Sheriff’s Department commanded by a duly elected Sheriff who exercises those powers and duties set forth by NMSA 1978, Section 4-41-1 *et seq.*; and,

WHEREAS, the City does not have the funding capacity to staff and operate a municipal police department; and,

WHEREAS, it is in the best interest of the citizens of the City, who are also citizens of the County, for the City to contract with the County to fulfill the duties of municipal police officer; and,

WHEREAS, the Sheriff is willing to serve in the capacity of municipal police officer and the parties understand that regardless of this arrangement the Sheriff will continue to enforce State Law within the City pursuant to NMSA 1978, Section 4-42-2 (1864); and,

WHEREAS, pursuant to the New Mexico Procurement Code, Section 13-1-98A and Section 13-1-135 NMSA 1978, public agencies consisting of the City of Rio Communities, the Valencia County Sheriff’s Department, and the Valencia County Commission (fiscal agent) desire to enter into an Agreement whereby the Valencia County Sheriff’s Department will provide law enforcement protection and services to the City by and through the Valencia County Sheriff’s office.

IT IS THEREFORE AGREED as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the Valencia County Sheriff's Department to provide law enforcement protection and services to the City.
2. Duties of the County. The Valencia County Sheriff's Department shall provide the following law enforcement services to the City:
 - a. Assign one full time deputy ("assigned deputy"), who will be a certified law enforcement officer, to provide standard law enforcement services for the municipality of Rio Communities as set forth by NMSA 1978, Section 3-13-2 (1978). The Sheriff will have the sole discretion of selecting the assigned deputy.
 - b. The assigned deputy shall be commissioned by the City of Rio Communities as Municipal Officer and will enforce municipal ordinances. The City of Rio Communities Municipal Court shall have jurisdiction for traffic violations and municipal ordinance citations issued by assigned deputy.
 - c. The assigned deputy will provide written documentation of criminal activities within the City limits, and will attend regularly scheduled City Council meetings as requested by the Mayor.
 - d. The assigned deputy will wear standard Sheriff's Department uniforms and comply with the County Personnel Policy, any Collective Bargaining Agreement and the Sheriff's Department policies and procedures. The City will have no authority to discipline the assigned deputy.
 - e. The assigned deputy will be responsive to requests for duty from the City however untimely requests will be subject to the Sheriff's Department chain of command including duty supervisor.
 - f. The Sheriff's Department will provide the assigned deputy standard equipment, fuel and a patrol vehicle with Rio Communities patrol identifier.
 - g. The Sheriff is not obligated by virtue of this Agreement to administer directed patrols, specific traffic enforcement, enforce municipal ordinances or provide a 24 hour presence in the City beyond the assigned deputy.
 - h. The Sheriff may, at the request of the Mayor of Rio Communities by email, assign additional Deputy (s) to attend special events. Rio Communities will pay the County the sum of \$35.00 per hour per Deputy (time and ½ pay for each Deputy as well as a reasonable administrative fee cover equipment/fuel) per assignment.
 - i. The County will invoice exact charges for any overtime, training and travel incurred by the assigned deputy.

- j. The County will invoice the City for any overtime incurred for required detective or SWAT call outs.
3. Duties of the City.
- a. The City shall pay to the County \$125,000.00 annually for the services set forth above excluding those items to be specifically billed. (\$105,000.00 for the assigned deputy \$20,000.00 for coverage outside of the assigned deputy's duty time).
 - b. The City shall make the \$125,000.00 payment by lump sum no later than September 30th of any fiscal year any late payment shall bear interest at 1.5%.
 - c. The City shall pay any invoices for overtime, training, travel or overtime incurred for detective or SWAT call outs within 30 days of receipt.
4. City Prisoners. Any persons imprisoned for violation of City Ordinances are to be considered City prisoners.
5. Administration. Administration of this Agreement shall be the sole responsibility of the Valencia County Sheriff.
6. Liability.
- a. No Party shall be responsible for liability, beyond the obligation to provide insurance coverage, 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.
 - b. 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.
 - c. All employees or contractors engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the County's supervision and control and said County shall be solely responsible for the conduct and performance of these individuals.
7. Third Party Beneficiary. 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.
8. Property. No property shall be acquired as a result of this Agreement, which does not involve the disposition, division, or distribution of any property. The disposition of records

generated by performance of this Agreement shall be decided by the parties upon termination.

9. Term of Agreement. The term of this Agreement shall commence July 01, 2017 and terminate on June 30, 2018.
10. Termination of Agreement. Notwithstanding section 9 above, this Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 6 months prior to the intended date of termination.
11. Conflict with Continuation of Services Agreement. This Agreement supersedes section 3 (A) of the Continuation of Services agreement approved by the Board of County Commissioners on March 18, 2015.
12. Approval. The parties agree that this Intergovernmental Services Agreement is subject to approval of the Governing Bodies of both the City and the County and the Valencia County Sheriff.
13. Receipts. There shall be strict accountability by the parties of all funds disbursed, received, and expended under the terms of this Agreement.

COUNTY OF VALENCIA

PASSED, APPROVED, AND ADOPTED this xxxx day of xxxxx 2017, in regular session of the Valencia County Commission, Valencia County, New Mexico.

BOARD OF COUNTY COMMISSIONERS

Chair, District IV

Vice-Chair, District V

Commissioner, District I

Commissioner, District II

Commissioner, District III

VALENCIA COUNTY SHERIFF

Louis A. Burkhard, Sheriff

Date

ATTEST:

Peggy Carabajal, County Clerk

THE CITY OF RIO COMMUNITIES

PASSED, APPROVED, AND ADOPTED this 14th day of February 2017, in a Regular Business Meeting session of the City of Rio Communities, Valencia County, New Mexico.

GOVERNING BODY OF THE CITY OF RIO COMMUNITIES

Mark Gwinn,
Mayor

Margaret (Peggy) Gutjahr,
Councilor Mayor Pro-tem

William (Bill) Brown,
Councilor

Arturo R. Sais,
Councilor

Thomas Scroggins,
Councilor

ATTEST:

Elizabeth (Lisa) Adair,
Municipal Clerk