

**Memorandum of Agreement A-07-038
Between Chaves County and Roswell Police Department / City of Roswell
For Providing Funding for Overtime DWI Enforcement**

THIS AGREEMENT is made and entered into this 16th day of August 2007 by and between Chaves County, a political subdivision of the State of New Mexico, acting by and through its duly elected board of County Commissioners, hereinafter referred to as the "County," and the Roswell Police Department, a department of the Town of Roswell, acting by and through its duly appointed representative, hereinafter referred to as "RPD" and the Town of Roswell, a political subdivision of the State of New Mexico, acting by and through its duly elected Officials, hereinafter referred to as "Roswell."

WHEREAS, the County has been awarded monies from the New Mexico DWI Grant Fund by the New Mexico DWI Grant Council. The County and the Department of Finance and Administration / Local Government Division hereinafter referred to as "DFA / LGD" have entered into a Grant Agreement concerning the overall project description and the conditions of reimbursement of expenditures from the 2007 - 2008 Local DWI Grant/Distribution fund,

WHEREAS, one component of the project description for the 07-08 Local DWI Grant is funding in the amount of \$4,000.00 for overtime DWI enforcement in Roswell, New Mexico and

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The RPD shall provide the following services:

- A. RPD agrees to conduct overtime DWI enforcement activities, DWI related Court overtime and/or equipment used in the interdiction of DWI for the term of this agreement. Equipment is limited to 30% of the total monies available for this agency.
- B. RPD agrees to provide the Chaves County DWI Grant Program Coordinator with a summary report by month of Law Enforcement Activity on the extent and results of their Overtime DWI Enforcement. In addition the agency will submit a monthly report on DWI and Underage Drinking arrests not funded by LDWI. Reports are due on or before the 10th day of the following month.
- C. RPD agrees to provide initial monies for the salaries of participating officers and agrees to provide the Chaves County DWI Grant Program Coordinator with quarterly requests for reimbursement for overtime enforcement, together with copies of all background documentation relating to the DWI enforcement overtime worked. (Funds are to be accounted for separately as listed under #2 Compensation.)
- D. RPD agrees to attend the Chaves County DWI Planning Council meetings each month.

- E. RPD agrees to provide a written plan of action for each DWI operation to the Chaves County DWI Planning Council prior to running any activity under this agreement. The agency will have a fourteen day window in which an operation can be conducted.
- F. The County agrees to promptly submit the documentation in the required format to DFA/LGD as requests for reimbursement. Upon receipt of the reimbursement of funds the county agrees to promptly reimburse Roswell for its expenditures.
- G. All reporting to DFA/LGD concerning these projects shall be the responsibility of the County DWI Grant Program Coordinator. (As coordinated with B and C above.)

2. Grant Project Funding:

- A. The total amount of the monies payable under this agreement shall not exceed \$3,000.
- B. This is a Reimbursable Contract. All Invoices, receipts and supporting documentation must be submitted to:

Chaves County
ATTN: John Halvorson, DWI Coordinator
PO Box 1597
Roswell, New Mexico 88202-1597
- C. All reimbursement requests must be submitted by the expiration date of this agreement.

3. Term

Services will commence on August 10, 2007. This Agreement shall terminate on May 31, 2008, unless terminated pursuant to paragraph 4, or paragraph 5 infra. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

This Agreement may be terminated by either of the parties hereto with or without cause upon written notice to the other party at least ten (10) days prior to the intended date of termination.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, the Mini Grant amount and acceptable Scope of Work shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Grantee, or the Agreement shall terminate upon written notice being given by the County to the Grantee. The County decision as to whether sufficient distributions have been made shall be accepted by the Grantee and shall be final.

6. Release

Grantee's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

7. Merger

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

8. Amendment

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

9. Notice.

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance.

The Grantee agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Grantee agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Grantee is found to not be in compliance with these requirements during the life of this Agreement, The Grantee agrees to take appropriate steps to correct these deficiencies.

11. Indemnification.

The Grantee agrees to accept responsibility for loss or damage to any person(s) or property. The Grantee shall defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the Grantee, its employees or agents in the performance of the agreement by the Grantee hereunder. Excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

12. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution below.

By: _____
Mayor, Town of Roswell

Date: _____

By: _____
Chief, Roswell Police Department

Date: _____

By: _____
Chairman, Board of County Commission

Date: _____

This Agreement is attested.

By: _____
County Clerk

Date: _____