

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF OTERO, CITY OF ALAMOGORDO, VILLAGE OF
RUIDOSO, CITY OF RUIDOSO DOWNS, 12th JUDICIAL DISTRICT
ATTORNEY
and
THE COUNTY OF LINCOLN**

I. Identification of Parties

The parties of this memorandum of understanding are the governing bodies of the City of Alamogordo, the Chief of Alamogordo Police Department, the Alamogordo Police Department, the Village of Ruidoso, the Chief of Ruidoso Police Department, the Ruidoso Police Department, the City of Ruidoso Downs, the Chief of Ruidoso Downs, the Ruidoso Downs Police Department, the County of Otero, the Sheriff of Otero County, the Otero County Sheriff's Department, the 12th Judicial District Attorney, the County of Lincoln, the Lincoln County Sheriff's Office, and the Sheriff of Lincoln County, collectively referred to as "parties".

II. Authority

The authority for this agreement is contained in Section 11-1-3, NMSA 1978, as amended.

III. Purpose

The purpose of this agreement is to state the general understandings between the involved parties, as heretofore stated, with regards to the development, implementation and operation of a drug enforcement task force to be named the White Mountain Drug Task Force, DBA Lincoln County Narcotics Enforcement Unit. This Task Force will be funded, staffed, and operated by the parties herein identified.

IV. Establishment of a Board of Directors

A Board of Directors shall be established and shall be comprised of one representative from each party herein identified under Section I of this agreement, as well as any other representative from another agency bound to cooperation with the Task Force through a separate MOU, as deemed fit through the current Board of Directors. The Board of Directors may designate agencies, who participate occasionally with the task force, but who do not have a full time assigned agent/officer to the task force, as Ex-Officio member(s) of the Board of Directors.

V. Board of Directors Rights and Responsibilities

- A. The Board of Directors (Board) shall meet no less than one (1) time, bi-monthly, with the next meeting date being set at the previous or present meeting, but in any event the meeting shall occur prior to the end of the month. This requirement may be waived for any regularly scheduled bi-monthly meeting by the majority vote of the Board. At the first meeting of the Board, the Board shall elect, by a majority vote, a Chairman of the Board. The Chairman of the Board shall conduct all meetings of the Board and shall ensure that the Board's decisions are conveyed to the affected personnel or Task Force Commander.
- B. The Task Force Commander shall make a report of the Task Force's efforts to the Board of Directors and the Board of Directors may offer suggestions, make requests and/or give direction to the Task Force Commander.
- C. The Board shall set policy for the operations of the Task Force.
- D. The Chairman of the Board will have the power to call meetings and set the rules of order for the meeting(s).
- E. The Chairman of the Board shall be the day-to-day Board of Directors point of contact for the commander of the task force.
- F. Each Board member shall have one vote per agenda item. A simple majority vote rules unless otherwise specified. A quorum will consist of a simple majority. An electronic or telephonic vote may be allowed. However, no proxy voting shall be allowed.
- G. The Chairman of the Board shall cause minutes of all Board meeting to be kept.
- H. Each board member may designate an alternate to represent him/her at any Board of Directors meeting.

VI. Specific Operating Policies and Procedures

Specific policies and procedures not contained herein, which may be necessary to further the purpose of this agreement may be developed and promulgated by agreement between the parties to this agreement. All policies and/or procedures which may be developed shall be approved by the Board of Directors. The provisions of this agreement shall not be changed or altered in any manner without unanimous approval of the Board of Directors.

VII. Law Enforcement Staffing

- A. Law enforcement staffing of the Task Force shall only be comprised of full-time qualified/certified law enforcement officers.
- B. Selection of the law enforcement personnel assigned from each agency shall be conducted by that agency. The Commander may be allowed to participate in the selection process of Lincoln County law enforcement

personnel and the Deputy Commander may be allowed to participate in the selection process of Otero County law enforcement personnel.

- C. Each law enforcement agency shall furnish their respective personnel, which are assigned to the Task Force, with all of the basic equipment, which shall include, but not limited to, vehicles.

VIII. Non-Law Enforcement Personnel

- A. All non-law enforcement personnel shall go through the same selection and retention process as the law enforcement officers.
- B. All non-law enforcement personnel shall be subject to all appropriate rules and regulations of the Task Force.

IX. Temporary Staffing

- A. All temporary staff shall go through the same selection and retention process as the law enforcement officers.
- B. All temporary staff members shall be subject to all appropriate rules and regulations of the Task Force.
- C. The Board shall furnish, as necessary, additional law enforcement and/or support personnel to assist the Task Force. The support personnel shall be from one of the Board member's agencies or may be hired by the Board and paid for with grant funds or funds acquired from the Task Force forfeiture funds (within the limitations of the statutes, both Federal and State of New Mexico) and any other applicable rules or regulations.

X. General Funding

- A. Each law enforcement agency shall bear all costs for the personal services of their respective personnel that are assigned to the Task Force, including payment for wages, salaries, overtime and all fringe benefits.
- B. However, if funding is available for the payment of overtime by other sources such as, but not limited to grant funds, the grant funds should (or may) be used before the law enforcement agencies funds are used.

XI. Task Force Fiscal Agent

- A. The County of Lincoln shall act as the fiscal agent for the Task Force.

XII. Forfeiture Actions Filed in New Mexico State Courts

- A. All forfeiture actions filed under New Mexico statutes, regarding the White Mountain Drug Task Force, will be pursued by the 12th Judicial District Attorney's Office and done in compliance with the New Mexico "Forfeiture Act," § 31-27-1, NMSA 1978 et seq.

- B. Any and/or all necessary follow-up investigation, in reference to an asset being sought for forfeiture, will be conducted by the Task Force personnel, as directed by the Task Force Commander if the asset was seized in Lincoln County and by the Deputy Commander if the asset was seized in Otero County.

XIII. Task Force Direction and Control

- A. The Board shall provide general oversight, direction and control for the Task Force.
- B. The Board shall, by majority vote, appoint one (1) Task Force Commander, who shall be responsible for the day-to-day supervision and control of investigative operations within Lincoln County, shall have reasonable fiscal control over the Task Force, and shall report directly to the Board of Directors. If grant funding is available the Task Force Commander position may be grant funded, at the discretion of the Board. The Board shall, by majority vote, decide if the position is to be grant funded and shall hire the person to fill the Task Force Commander position. The Task Force Commander shall be selected/retained by majority vote of the Board.
- C. The Board shall, by majority vote, appoint one (1) Task Force Deputy Commander, who shall be responsible for the day-to-day supervision and control of investigative operations within Otero County. The Deputy Commander reports directly to the Board of Directors. If grant funding is available the Task Force Deputy Commander position may be grant funded, at the discretion of the Board. The Board shall, by majority vote, decide if the position is to be grant funded and shall hire the person to fill the Task Force Deputy Commander position. The Task Force Deputy Commander shall be selected/retained by majority vote of the Board.
- D. The Commander shall be located within the County of Lincoln. When the Board votes on the selection of the Commander; all board members shall have one vote.
- E. The Deputy Commander shall be located within the County of Otero. When the Board votes on the selection of the Deputy Commander; only the board members located in Otero County shall have one vote.
- F. The District Attorney shall have the right to one vote for both the Commander and the Deputy Commander.
- G. The Commander and Deputy Commander shall coordinate operations and openly and fairly share the resources necessary to insure success of the investigations that involve more than just their area of responsibility as defined in XIII B and C.

XIV. Claims and Costs

- A. The parties agree that each entity shall be responsible for its own actions and those of its members, agents, and authorized representatives while conducting Drug Task Force operations or services.
- B. It is expressly understood and agreed by all parties and administering jurisdictions that no entity shall be held liable for the actions of any other entity, its members, or authorized representatives while in any manner participating in Drug Task Force activities.
- C. All parties to this agreement are “public employees,” as defined in the New Mexico Tort Claims Act, and as such, do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s), or liability pursuant to the New Mexico Tort Claims Act. No provision in this contract modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the parties, their departments, and their public employees.
- D. No party shall be responsible for liability incurred as a result of the 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, §41-4-1 et. seq. NMSA, 1978. Each signatory party participating in this agreement shall carry liability insurance or qualify as a self-insured entity as required by law.
- E. The parties hereto agree that this document is not intended, by any provisions or part here of, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related too or arising out of the provisions of this agreement.
- F. Nothing in this agreement shall prevent one party from seeking some form of relief against another party when the issue is whether or not the terms of this agreement were violated.

XV. Duration of the Task Force

- A. The effective beginning date of the task force on the date that each party signs this agreement. This agreement shall continue in full force and effect until or unless modified by written agreement or terminated by any party. A party desiring to terminate this agreement must give 30 days written notice to each of the parties. The termination of one party does not terminate the agreement between the remaining parties. This agreement shall be reviewed every four (4) years from the date of the last signature affixed to this agreement.

XVI. Dissolution of the Task Force

- A. In the event that this agreement is terminated, and the Task Force dissolved, the following shall apply:
1. All personnel shall return to their respective agencies.
 2. Any personnel that are solely employees of the Task Force, funded by grant funds and/or forfeited funds, shall be given two (2) weeks notice of termination and then terminated from employment.
 3. All remaining forfeited cash assets and interest shall be equally distributed to each of the participating agencies.
 4. All forfeited non-cash assets accrued by the Task Force shall be equally distributed to each of the participating agencies.
 5. All other assets, equipment, materials, or supplies shall be returned to the contributing agencies and the assets that were purchased by the Task Force shall be equally distributed to each of the participating agencies.
 6. All equipment purchased with grant funds shall be disposed of in accordance with the grantor's policies and procedures.

Signed:

Otero County Commission Chairperson
Otero County Commission

Date

David Black, Sheriff
Otero County Sheriff's Office

Date

Lincoln County Commission Chairperson
Chairman, Lincoln County Commission

Date

Robert Shepperd, Sheriff
Lincoln County Sheriff's Office

Date

Mayor, City of Alamogordo
City of Alamogordo

Date

Brian Peete, Chief of Police
Alamogordo Police Department

Date

Mayor, Village of Ruidoso
Village of Ruidoso

Date

Darren Hooker, Chief of Police
Ruidoso Police Department

Date

Mayor, Ruidoso Downs
City of Ruidoso Downs

Date

Mark Hargrove, Chief of Police
Ruidoso Downs Police Department

Date

John P. Sugg, District Attorney
12th Judicial District Attorney

Date