



**AGENDA**  
**November 18, 2013**  
**Special Meeting**  
**CONTINUATION of 11-12-13 Regular Town Council Meeting**  
**Town Council Chambers - 120 Civic Plaza Drive**  
**9:00 AM**

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**1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA**

**2. ROLL CALL**

**3. APPROVAL OF AGENDA**

**4. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER**

**A. Joint Powers Agreement for Dispatch Services**

Discussion and possible action on Joint Powers Agreement between the Town of Taos, Taos County, Village of Questa and Village of Taos Ski Valley for consolidated dispatch services.

**B. Rescission of Resolution 13-14 Termination of Joint Powers Agreement**

Consideration and approval to rescind Resolution 13-14 (terminating the current Joint Powers Agreement (JPA) for Regional E911 Services on March 1, 2014) to allow the parties the necessary time to negotiate a new JPA.

**5. ADJOURNMENT**

- *To request details on an agenda item please contact the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005.*
- *If you are an individual with a disability who is in need of aid or service to attend and/or participate in a meeting of the Town of Taos Council, please contact the office of the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005 at least 24 hours in advance.*
- *For copies of this agenda please pick-up at Town Hall. You may also view the agenda and the agenda packet at <http://public.taosgov.com/>.*



**November 18, 2013**

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**Title:**

Joint Powers Agreement for Dispatch Services

**Summary:**

Discussion and possible action on Joint Powers Agreement between the Town of Taos, Taos County, Village of Questa and Village of Taos Ski Valley for consolidated dispatch services.

**Background:**

**Attachments:**

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- 📎 [MOU](#)
- 📎 [2012 1](#)
- 📎 [2012 II](#)
- 📎 [MSJ I](#)
- 📎 [MSJ II](#)

**JOINT POWERS AGREEMENT PURSUANT TO NMSA 1978 § 11-1-1 to 11-1-17 and NMSA 1978 § 63-9D-1 to 63-D-11 TO PROVIDE FOR CONSOLIDATED LAW ENFORCEMENT, FIRE, AND EMERGENCY MEDICAL SERVICES COMMUNICATIONS IN TAOS COUNTY**

This Joint Powers Agreement (Agreement) is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Taos, New Mexico, a New Mexico municipal corporation (County), the Town of Taos, New Mexico, a municipal corporation (Town), the Village of Questa, New Mexico, a municipal corporation (Questa), and the Village of Taos Ski Valley, New Mexico, a municipal corporation (Taos Ski Valley), hereinafter collectively referred to as the "Parties", and individually as "Party".

**NOW THEREFORE**, the parties agree as follows:

**1. GENERAL PROVISIONS**

- 1.1. **PURPOSE** - Pursuant to the provisions of the Joint Powers Agreement Act, 11-1-1 to 11-1-7 NMSA 1978 and the Enhanced 9-1-1 Act 63-9D- 1 to 63-9D-11 NMSA 1978 (Statutes), the Parties agree that a separate legal entity known as the Taos Emergency Dispatch Center (the Authority) shall be organized and empowered as set forth herein.
- 1.2. **LEGAL AUTHORITY** - The Parties agree that, by execution of this Joint Powers Agreement (Agreement), they jointly and severally constitute, authorize and empower the Authority as a separate entity, with full powers to enter into contracts, to sue and be sued, and otherwise do all things necessary to carry out the duties authorized in the Acts and delegated hereunder and will obtain such approvals as are required by the State of New Mexico.
- 1.3. **LIABILITY** - By entering into this Agreement, none of the Parties 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, Sections 41-4-1, *et seq.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the Parties hereto and is not intended to modify, in any way, the Parties' liabilities as governed by federal, state, local, or common law and the New Mexico Tort Claims Act. The Parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act. Any privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Parties to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreements Act, Sections 11 -1-1 to 11-1 -7, NMSA 1978 or Enhanced 9-1-1 Act 63-9D- 1 to 63-9D-11 NMSA 1978.
- 1.4. **SERVICE AREA** - The service area for the consolidated communication and dispatch services referenced herein is the area served by the existing Public Safety Access Point (PSAP) pursuant to the JPA executed by the Parties hereto for 911 services on \_\_\_\_\_ and any other areas designated by the Parties from time to time. The service area is hereinafter referred to as the "Region". Nothing in this Agreement shall limit the ability of the Authority to expand this Region as necessary or to provide communication and dispatch services to other eligible entities ("customers") outside of the service area designated in this Agreement, as approved by the Authority's Board of Directors.

**1.5. FINANCIAL PARTICIPATION** - Each party shall make timely annual financial contributions, payable at least quarterly in equal amounts as set forth in this Agreement to operate the Authority subject to the availability of funds. Failure to timely make all of the annual financial contributions, will result in suspension of the non-contributing or under-contributing Party's voting privileges, removal from the Board, and/or such other sanctions as may be imposed by the Board until the Party's contributions to the Authority are brought current. For the initial two (2) calendar year term of this Agreement, no rent, common space fees, or building and property maintenance fees shall be charged to the Authority and those charges shall be paid by the Town. The financial contribution of the Town and the County to the operating cost of the E911 and emergency dispatch operation shall be as set out in this paragraph for the first 2 years. The County's annual financial contribution shall be the lesser of \$371,000 or 55% of the annual operating expenses less all other revenues legally available for the payment of operating expenses. The Town's annual financial contribution shall be the lesser of \$371,000 or 45% of the annual operating expenses less all other revenues legally available for operating expenses. The budget for the this JPA shall not exceed \$742,000 annually for the first two (2) calendar years of operation unless otherwise recommended by the Board of Directors and thereafter the Authority Board shall determine the level of participation of each party to the Authority as formally approved through their respective budget processes by the governing bodies of the Parties. .

## **2. BOARD OF DIRECTORS**

**2.1. BOARD MEMBERS** - The Board of Directors of the Authority, (the "Board") shall consist of seven (7) members, from each of the Parties to this agreement. Currently, those Parties are as follows:

- A. Taos County (3 votes)
- B. The Town of Taos (2 votes)
- C. The Village of Questa (1 vote)
- D. Village of Taos Ski Valley (1vote)

**2.2. APPOINTING AUTHORITY** - Each member of the Board representing a Party to the Agreement shall be appointed by their respective governing bodies.

**2.3. TERM OF OFFICE** - The term of office for members of the Board shall be at the discretion of the governing body appointing them, unless the member is removed for cause pursuant to this Agreement. A Board member shall serve until their successor has been appointed and provides the Board with a resolution of appointment by their governing body.

**2.4. VACANCIES** - In the event of the death or resignation of an appointed Board member, three (3) consecutive absences, or an annual attendance rate of less than seventy percent (70%) for properly noticed meetings, the Board Secretary shall notify the appointing entity and the Board of Directors that appointed the member, and that entity shall appoint a replacement for that appointed director. A vacancy shall not deprive the Board of its ability to conduct business due to a lack of quorum.

**2.5. OFFICERS** - The Board shall, at their first meeting elect one Board member as Chairperson, and one Board member as Vice-Chair, to serve in the absence of the Chairperson. The Board shall also choose to elect a Board Secretary, or shall designate the Authority Executive Director, or their designee, to fulfill the duties of Board Secretary. Officers shall be elected to a one (1) year term, concurrent with the Authority fiscal year. A special election shall be held at the next regularly scheduled meeting of the Board, or at a special meeting of the Board

prior to the next regularly scheduled meeting, if there is a vacancy in an office prior to the expiration of a regular term of office.

### **3. GENERAL POWERS OF BOARD OF DIRECTORS**

**3.1. DAILY OPERATIONS** - The day-to-day affairs and general business and operation of the Authority shall be the duty of the Executive Director as appointed by the Board.

**3.2. POLICIES AND PROCEDURES** - The Board shall review, approve and adopt all By-Laws and such operational Policies and Procedures as it deems necessary for the operation of the Board and the Authority. The By-Laws of the Authority shall be timely reviewed by the legal counsel of the Parties to this Agreement prior to adoption by the Board.

**3.3. MEETINGS** - The Board shall publish notice and convene a regular session of business in compliance with the Open Meetings Act of the State of New Mexico. The Board shall publish an annual meeting calendar within thirty (30) days of its first meeting of the Authority's fiscal year. Meetings shall be held on the second Thursday of every month, or at such other times and dates as shall be determined by the Board.

**3.4. SPECIAL MEETINGS** – A special meeting may be called by written request to the Board Chairperson and Secretary by the chief elected official of any Party to this Agreement, provided that proper notice, including an agenda identifying the subject of the meeting, is provided to the public and all Board members at least 72 hours in advance and as otherwise provided in the Open Meetings Act.

### **4. TECHNICAL ADVISORY COMMITTEE**

**4.1 PURPOSE** - The Authority shall establish a Technical Advisory Committee, which shall meet as requested by the Board of Directors and in compliance with the Open Meetings Act to discuss and make recommendations to the Executive Director and the Board of Directors regarding issues related to service and equipment performance, equipment replacement, technology upgrades, staffing requirements and other matters impacting public safety and service quality and reliability.

**4.2. MEMBERS** – Members of the Technical Advisory Committee shall be seated annually by the Board of Directors of the Authority, based on their expertise and title within the first responder community. Members shall include, but are not limited to the following, or their designee:

- (a.) Authority Executive Director (non-voting)
- (b.) Taos County Sheriff
- (c.) Town of Taos Police Chief
- (d.) Village of Taos Ski Valley Public Safety Director
- (e.) Village of Questa Police Chief
- (f.) Taos County Fire Chief
- (g.) Town of Taos Fire Chief
- (h.) Taos Ski Valley Fire Chief

(i.) Village of Questa Fire Chief/Deputy Chief

(j.) Taos County Emergency Management Director

(k.) Taos County and other EMS Directors,

(l.) Other police, fire, or EMS representatives, including United States Forest Service (USFS) and Bureau of Land Management (BLM), as requested by the Technical Assistance Advisory Committee and approved by the Board of Directors.

**4.3. OFFICERS, CHAIRPERSON** - The Technical Advisory Committee shall annually at the first meeting of the fiscal year of the Authority select a Chairperson from its regular membership by a majority vote of the approved representatives. The Chairperson, or their designee, shall schedule, notice and conduct all Technical Advisory Committee meetings in compliance with the Open Meetings Act.

**4.4. OFFICERS, SECRETARY** - The Authority Executive Director shall serve as Secretary for the Technical Advisory Committee and shall be responsible for seeing that a record is kept and made available to the Technical Advisory Committee and Board members of all meetings within thirty (30) days of any Committee meeting.

**4.5 MEETINGS Open Meeting Act** - The Technical Advisory Committee shall meet as determined necessary by the Director, but in no event less than once a calendar quarter and shall generate, through the Committee Chair, a list of recommendations within one (1) week following any meeting, to the Board of Directors for their consideration of any actions or findings its members believe need to be acted upon.

## **5. POWERS OF THE AUTHORITY**

The Authority shall be empowered and authorized to do all things allowed by the Statutes, which include but are not limited to:

**5.1** Do any and all things consistent with the enabling legislation referenced herein above including but not limited to establishing and operating a PSAP to provide emergency law enforcement, fire, and emergency medical services (EMS) communications for the Region, including the rental, lease, lease purchase, remodeling and renovation, relocation or purchase of space or facilities to house and carry out the purposes of the Center. The Authority Board shall accept an assignment of the existing lease between the Town and Kit Carson Electric Cooperative (KCEC) in the event that the existing lease is modified to remove all aspects of that lease deemed to create a financing agreement without a dedicated source of revenue to make payments under the option to purchase provisions therein to the satisfaction of the Parties; or, in the event that no such modification can be achieved, the Authority Board shall enter into a sublease with the Town for a period of two years for the same space, 2,570 square feet (approx.) currently leased by the Town from KCEC pursuant to the previous JPA on the terms set out therein. The Authority Board shall have the right to terminate the sublease at any time on ninety (90) days notice in its sole discretion. The Authority Board shall have the right, but not the obligation, to enter into a lease directly with KCEC on such terms and conditions as the Authority Board and KCEC may agree upon, and the Town agrees that in such event it will terminate its existing lease with KCEC. At least six (6) months prior to the expiration of the sublease, the Authority Board pursuant to the new JPA, may in its sole discretion, either (a) assume the balance of the lease between the Town and KCEC, if applicable, (b) negotiate a new lease with KCEC, or (c) elect such other options as might be available.

**5.2** Contract with an Executive Director or any required consultant(s) to manage the day-to-day operations of this Center;

5.3 Contract for the installation and operation of an enhanced 9-1-1 system and other law enforcement, fire, and EMS communications equipment;

5.4 Pay for such law enforcement, fire, and EMS equipment, software, installation of equipment and software, maintenance agreements and related services by way of a lease, purchase or lease purchase, subject to State law and the procurement requirements of the Fiscal Agent for the Authority;

5.5 Administer any funds provided for enhanced 9-1-1 and dispatch services;

5.6 In addition, the Authority may develop or carry out any service authorized under this Agreement and by the affirmation of the Board of Directors of the Authority including activities as may be necessary to provide effective and efficient law enforcement, fire, and emergency medical services (EMS) communications; including, but not limited to, contracting with equipment vendors and service suppliers which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder;

5.7 The Authority may enter into contracts with other governmental public safety agencies to provide law enforcement, fire, and emergency medical services (EMS) communication services;

5.8 The Authority shall not force the relinquishment, reassignment, relicensing or use of any radio frequency or frequencies that are presently licensed to any of the Parties to this Agreement or any of their agencies.

5.9 The Authority may require and the Parties to this Agreement agree to contract with a single provider of maintenance and equipment for all radio, tower, transmitter, relay and supporting infrastructure related to or impacting the level, reliability and quality of service related to those responsibilities of, or coordinated through, the Authority under this Agreement.

## **6. EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL AND BEHAVIORAL HEALTH SERVICES TAX**

6.1 The Parties may agree to recommend to the Taos County Commission, both collectively as the Authority and individually as local governments, to support the imposition of a countywide Gross Receipts Tax under the provisions of the New Mexico Emergency Communications and Emergency Medical and Behavioral Health Services Tax (Tax) NMSA 1978 §7-20e-22,

6.2 Should the Tax be approved by the County and through a ballot measure by the public, any funds received as a result shall be distributed, utilized and accounted for pursuant to the statute and all relevant conditions resulting from the acceptance of such funds under that statute. Additionally, the distribution of any revenue received pursuant to the Tax shall include establishing and maintaining the required operating reserve fund and capital equipment fund, as mandated herein, or as may be approved or amended by the Board, so long as the Authority meets the requirements under the statute.

## **7. BUDGET AND OPERATING COSTS**

7.1 Pursuant to Section 1 1-1-4(B) NMSA 1978 of the JPA Act, contributions from the Parties to this Agreement shall be made for the purposes set forth herein.

7.2 The Executive Director shall prepare and present a proposed annual and five-year operational and capital budget to the Authority Technical Advisory Committee not less than 120 days prior to the end of the Authority's fiscal year. The technical Advisory Committee shall return its recommendations to the Executive Director not less than ninety (90) days prior to the end of the Authority's fiscal year.

7.3 The Executive Director shall present a draft annual and a proposed five-year operational and capital budget, with the recommendations of the Technical Advisory Committee, to the Board of Directors not less than ninety (90) days before the end of the Authority's fiscal year. The Board of Directors shall adopt an annual proposed budget and shall recommend a five year budget plan not less than sixty (60) days prior to the end of each of the Authority's fiscal years.

7.4 The Board of Directors shall present to the Finance Director and governing board of each participating jurisdiction the proposed annual and five-year budget plan of the Authority, including the projection of the required pro-rated contributions required from each Party, for their consideration and approval. The governing boards of all Parties to this Agreement shall return to the Authority an adopted resolution for and approved allocation for the budget by that jurisdiction to the Authority for the coming budget year, which shall be provided not less than thirty (30) days prior to the close of the Authority's fiscal year. The Authority Board of Directors shall adopt, reduce or negotiate a balanced budget for the authority for the coming year within 10 calendar days of receipt of the approved contributions of each Party.

7.5 Unless a dedicated source of revenue sufficient to independently fund the annual operating and capital equipment fund budgets of the Authority is secured pursuant to Section 7-20E-22 NMSA 1978, or from any other source, the funding of the expenses of the Authority shall be the exclusive responsibility of the Parties hereto and the annual financial contributions required of each Party shall be determined by the Board of the Authority.

## **8 FISCAL AGENT**

8.1 DESIGNATION - The fiscal agent for the Authority shall be determined by vote of the Board of Directors. The Fiscal Agent shall manage all revenues, maintain all accounts and receive and disburse all funds on behalf of the Authority as approved by the Board.

8.2 RESPONSIBILITIES - As provided in §11-1-4 NMSA 1978, the Fiscal Agent shall be strictly accountable for all Communications Center personnel management, receipts and disbursements, and shall maintain adequate, complete and correct records and statements pertaining to receipts, disbursements and other financial matters pertaining to the Authority.

8.3 COMPENSATION - The Board shall fix the compensation that shall be paid to the Fiscal Agent for the services provided, based on an initial estimate of expenses for the coming year included in the annual operating budget, and then as adjusted quarterly, based upon the submission of monthly financial statements for the Authority and an accounting of expenses for the administration of the Authority by the Fiscal Agent.

## **9 OPERATING EQUIPMENT, PSAP DESIGNATION, AND ACCESS TO COMMUNICATIONS SYSTEMS**

9.1 TRANSFER OF OWNERSHIP OF EQUIPMENT - The current Communication Center and all Communication Center equipment presently installed at the Town of Taos Emergency Dispatch Center or obtained on behalf of the PSAP, its partners and the entities participating under the current JPA and commonly referred to as the Taos County E-911 and Combined Dispatch, whether installed or received or not at the signing of this Agreement, including the PSAP designation by the New Mexico Department of Financial Administration (DFA), Local Government Division or its successor, will be consolidated and conveyed to the Authority. Upon acceptance in writing of ownership, the Authority shall be responsible for all operating expenses, utility bills and maintenance costs associated with the operation of the existing facility or, should the Authority desire to occupy a different facility, all costs associated with such a move and the subsequent operation and maintenance.



**9.2 OWNERSHIP OF EQUIPMENT** - All of the consolidated equipment and all equipment subsequently installed in the consolidated communication center facility shall become the property of the Authority collectively, unless otherwise agreed to by all parties and DFA in writing, and shall remain the property of the Authority should any of the parties to this Agreement choose to cease its participation in the communications system.

**9.3 MAINTENANCE OF EXTERNAL COMMUNICATIONS EQUIPMENT** - Each Party shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the communications center, including but not limited to any State or Federally mandated upgrades or requirements.

**9.4 CAD** - The Authority shall maintain the Computer-Aided Dispatch (CAD) software for the computer at the communications center and the Authority will be the contact agency with the software company. The Authority shall have full and final authority concerning all security issues for the CAD at the communications center. The Authority shall be responsible for maintaining, or for delegating the maintenance of all files to a Party within the computer at the communications center and shall be responsible for all updates and changes.

**9.5 SECURITY OF MEMBER DATA** - Each Party shall have the responsibility of maintaining security on its own files and maintaining the configuration tables in the Records Management System for itself.

**9.6 RECORDS SYSTEMS, CHANGES IN REQUIREMENTS** - Any major change to the Authority records and data collection or dissemination systems shall be recommended by the Technical Advisory Board and approved by the Board of Directors. If a major change to the records or reporting systems will benefit all Parties, payment for that upgrade shall be divided among the Parties based upon the provisions of subsection 7.5. At the sole discretion of the Board, if it determines that a major change will benefit only one Party that Party shall be solely responsible for the cost of the upgrade and shall pay for same prior to the modification being implemented. This provision shall also apply to upgrades of all other equipment and software related to the operation of the regional communications center that may be requested by the Parties.

## **10 FUNDS AND OPERATIONS**

**10.1 ESTABLISHMENT AND SEGREGATION OF ACCOUNTS** - The funds of the Authority shall be held in separate accounts each for general operating, operating reserve and Capital Equipment Fund, as well as any special grant accounts required, and shall not be commingled with the funds of any of the Parties to this Agreement.

**10.2 GRANTS AND ENHANCED E-911 TAX REVENUES** - All funds received pursuant to any state, federal or local grant or generated from a tax authorized and implemented under the Enhanced 911 Act shall be utilized and maintained as set out in the requirements of the funding source or the Enhanced 911 Act, as applicable, including the segregation of funds and expenses, as may be required under the Act.

**10.3 INVESTMENTS** - The Authority may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds.

**10.4 LIABILITY OF PARTIES** - No Party to this Agreement shall have any liability to pay for any debt or other obligation incurred by the Authority unless there is a specific undertaking to do so, accompanied by an appropriation approved with the requisite formalities.

**10.5 CAPITAL EQUIPMENT FUND** - The Authority shall maintain a Capital Equipment Fund which shall be utilized, upon the advice of the Technical Advisory Committee and Executive Director and approval of the Authority Board of Directors, to replace obsolete, worn out or unusable equipment in the Communications Center or, at the discretion of the Board, to address any unplanned major equipment and facilities repairs or software systems

upgrades. The balance to be maintained in the Capital Equipment Fund shall be \$250,000 at the beginning of the Authority's fiscal year. The Parties will jointly contribute each fiscal year the amount necessary to retain the maximum balance. The amount of each entity's contribution toward replenishing the balance shall be determined based on the funding formula set forth regarding subsection 7.5 of this Agreement.

The starting balance may, at the discretion of the Board of Directors, be funded from any balance in the reserves maintained for E-911/Combined Dispatch on behalf of the Parties by the Town, after any operating reserve requirements under this JPA are met.

**10.6. OPERATING RESERVE ACCOUNT** - The Authority shall establish and maintain, within six (6) months of this agreement, an operating reserve account in an amount not less than one-twelfth (1/12) and no more than three-twelfths (3/12) of the Authority's annual operating budget for the current budget year.

## **11 BOOKS AND RECORDS**

**11.1. ACCOUNTING STANDARDS** - The Authority shall maintain adequate and correct accounts of its funds, properties and business transactions, consistent with NM DFA requirements for governmental entities and AICPA accounting standards. The accounts shall be public records open to inspection at any reasonable time by the Parties hereto, their accountants or their agents.

**11.2. AUDIT** - The Authority shall cause an annual audit to be conducted by an independent certified public accountant licensed by the State of New Mexico. The Authority shall annually file a copy of said audit with each of the parties.

**11.3. ANNUAL REPORT** - Within ninety days after the end of each fiscal year, the Authority shall prepare and present to the Parties a comprehensive annual report of the Authority's activities and finances during the preceding year.

**11.4. AGENCY REPORTING** - The Authority shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.

**11.5. MONTHLY FINANCIALS** - The Authority shall also render to the Parties hereto, monthly or at reasonable and mutually agreed to intervals, such service reports and financial accounting as the parties may from time to time request.

## **12 TERMINATION OF AGREEMENT**

**12.1 TERM** - This Agreement shall continue in full force and effect, subject to amendments, until an affirmative county-wide vote of the majority of voters in each member jurisdiction or the mutual agreement of the governing bodies of all member jurisdictions.

**12.2 NOTICE OF TERMINATION** - Any Party's participation in this Agreement may be terminated by written notice from such Party to the Authority Board of Directors and Board Secretary at least one hundred eighty (180) days prior to the effective date of the notice. Pursuant to subsection 9.2. of this Agreement the PSAP designation and all equipment purchased or installed by or for the Authority, whether by the Authority, its agents or contractors, or by any Party to this Agreement, or their agents or contractors, shall remain the exclusive property of and may only be disposed of by the Authority through action of its Board of Directors. No funding from the Party's contributions or the Authority reserves shall be refunded to the withdrawing Party.

**12.3 DISPOSITION OF ASSETS UPON TERMINATION** - Upon termination of this Agreement by a simple majority of the Parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property and to maintain continuous law enforcement, fire, and EMS communications to the benefit of the residents in the Region until such time as an alternate entity assumes responsibility for maintaining law enforcement, fire, and EMS communications in the Region.

**12.4** Upon termination of this Agreement, the property of the Authority shall be transferred to whichever entity assumes the duties and responsibilities of the Authority. Upon termination of this Agreement, any surplus of money shall be returned to the entities who were Parties to this Agreement at the time of termination in proportion to the contributions made after all of the existing obligations of the Authority have been paid in full.

### **13 AMENDMENT**

**PROVISIONS** - This Agreement may be amended by the parties from time to time. Any amendment to this Agreement shall be in writing, executed by all of the then parties thereto, and approved by the State of New Mexico DFA.

### **14 LIABILITY OF BOARD OF DIRECTORS AND OFFICERS**

**INDEMNIFICATION** - The members of the Board and its officers shall not be personally liable for any lawful acts taken pursuant to this Agreement. The Authority shall purchase insurance for the members of the Board of Directors and the Authority against any suit which may be brought against them. The provisions of subsection 1.3 apply to the Board of Directors and its officers.

### **15 SEVERABILITY**

If any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

### **16 SUPERSEDES ALL PRIOR AGREEMENTS**

This Agreement supersedes all prior Joint Powers Agreements for Consolidated Communications between the parties to this Agreement.

### **17 EFFECTIVE DATE**

This Agreement shall be in full force and effect upon execution of this Amendment by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico.

### **18 EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts which shall be effective as if all signatures were affixed to one original document.

**19. AUTHORITY TO BIND**

By their signatures below, the representatives of the Parties to this agreement do hereby attest that they have the authority to contract on behalf of and to bind their respective jurisdictions as legal parties to the terms and conditions of this Joint partnership Agreement (JPA).

IN WITNESSS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF****TAOS COUNTY, NEW MEXICO**

By: \_\_\_\_\_

Dan Barrone, County Commission Chairman

Date: \_\_\_\_\_

Approved as to form by: \_\_\_\_\_

Attorney for Taos County

Attested to:

By: \_\_\_\_\_

Anna Martinez, County Clerk

Date: \_\_\_\_\_

**TOWN OF TAOS, NEW MEXICO**

By: \_\_\_\_\_

Darren Cordova, Town Mayor

Date: \_\_\_\_\_

Approved as to form by: \_\_\_\_\_

Brian James, Attorney for Town of Taos

Attested to:

By: \_\_\_\_\_

Town Clerk

Date: \_\_\_\_\_

**VILLAGE OF QUESTA, NEW MEXICO**

By: \_\_\_\_\_

Ester Garcia, Village Mayor

Date:

Approved as to form by: \_\_\_\_\_

Attorney for Village of Questa

**Attested to:**

By: \_\_\_\_\_

Village Clerk

Date: \_\_\_\_\_

**VILLAGE OF TAOS SKI VALLEY, NEW MEXICO**

By: \_\_\_\_\_

Village Mayor

Approved as to form by: \_\_\_\_\_

Attorney for Village of Taos Ski Valley

**Attested to:**

By: \_\_\_\_\_

Village Clerk

Date:

**APPROVED BY THE NM DEPARTMENT OF FINANCE AND ADMINISTRATION (NM DFA):**

By: \_\_\_\_\_

(Name) (Title) (Date)

\_\_\_\_\_

SAN JUAN COUNTYJOINT POWERS AGREEMENT FOR CONSOLIDATED COMMUNICATIONS

This Joint Powers Agreement (Agreement) is made this 7th day of May, 1996, by and between the Board of County Commissioners of San Juan County, New Mexico (County), the City of Farmington, New Mexico, a municipal corporation, the City of Bloomfield, New Mexico, a municipal corporation, the City of Aztec, New Mexico, a municipal corporation, and the State of New Mexico Department of Public Safety (DPS);

## RECITALS:

1. The County and the Cities entered into a Joint Powers Agreement for Consolidated Communications on March 31, 1992, which was approved by the Department of Finance and Administration on June 24, 1992. The Joint Powers Agreement was amended by Amendment No. 1 on November 1, 1993, which was approved by the Department of Finance and Administration on April 7, 1994.

2. The Consolidated Communications Center has been constructed and is fully operational.

3. It would be in the best interest of the parties and the public to include the Department of Public Safety as a participant in the Joint Powers Agreement for Consolidated Communications.

4. The parties desire to incorporate the provisions of the original Joint Powers Agreement, as amended, into this Joint Powers Agreement and to further amend the Agreement to include the Department of Public Safety as a party and provide for the acquisition and maintenance of a Multijurisdictional Integrated Public Safety Information System.

NOW THEREFORE, the parties agree as follows:

1. GENERAL PROVISIONS

1.1 Pursuant to the provisions of the Joint Powers Agreement Act (Sections 11-1-1 through 11-1-7 NMSA 1978) and the Enhanced 911 Act (Sections 63-9D-1 through 69-9D-11 NMSA 1978), the parties agree that a separate legal entity to be known as the San Juan County Communications Authority (the Authority) shall be organized and empowered as set forth herein.

1.2 The parties agree that, by execution of this Agreement, they jointly and severally constitute, authorize and empower the Authority as a separate entity, with full powers to enter into contracts, to sue and be sued, and otherwise do all things necessary to carry out the duties delegated hereunder.

1.3 The area to which the consolidated communication services shall be supplied shall be San Juan County, New Mexico and the area designated as New Mexico State Police District No. 10 by DPS. The area within which service users shall be surcharged under the Enhanced 911 Act shall be San Juan County, including the cities of Farmington, Bloomfield and Aztec, New Mexico.

2. BOARD OF DIRECTORS

2.1 The Board of Directors shall consist of seven members. All members of the Board shall be residents of the County and may be, but do not have to be, a resident of one of the cities. Four of the directors shall be full time employees of any of the following criminal justice agencies:

- A. A Municipal Police Department;
- B. The San Juan County Sheriff's Department;
- C. A City Attorney's Office or the District Attorney's

Office;

D. The District Court, a Magistrate Court or a Municipal Court;

E. The New Mexico State Police Department;

F. The San Juan County Detention Center; or

G. A State or Federal probation or parole Division or Department.

2.2 The members of the Board of Directors shall be selected as follows:

The Board of County Commissioners shall appoint two directors. One of the directors shall be a full time employee of a criminal justice agency (criminal justice position) and one shall be a member of a county volunteer fire department (volunteer fire department position). The City of Farmington shall appoint two directors. One of the directors shall be a full time employee of a criminal justice agency (criminal justice position) and one shall not be employed by a criminal justice agency (at large position). The City of Bloomfield shall appoint one director who is not employed by a criminal justice agency (at large position). The City of Aztec shall appoint one director who is a full time employee of a criminal justice agency (criminal justice position). DPS shall appoint one director who shall be the New Mexico State Police District Commander of District No. 10 (criminal justice position).

2.3 The terms of office of the members of the Board of Directors shall be as follows:

A. The initial terms of the members of the Board appointed under the March 31, 1992 Joint Powers Agreement are as follows:

(1) Aztec and Farmington criminal justice and County



volunteer fire directors serve for a period of three years.

(2) Bloomfield and Farmington at large and County criminal justice directors serve for a period of two years.

B. When the initial terms expire, the terms of all members shall be two years. All directors shall be eligible for reappointment.

2.4 Upon the expiration of a term of office or on account of death, illness, resignation, or three consecutive absences from duly called meetings, the entity that appointed the director shall thereupon appoint a director to the new term or to complete the term vacated.

2.5 The Board of Directors shall elect one member as Chairman, one member as Chairman Pro-tem and one member as Secretary of the Board. Officers shall be elected every two years. A special election shall be held if there is a vacancy in an office prior to the expiration of a regular term of office.

### 3. GENERAL POWERS OF BOARD OF DIRECTORS

3.1 The affairs of the Authority shall be conducted by the Board of Directors.

3.2 The Board of Directors may adopt By-Laws and Rules and Regulations as it deems necessary to conduct the affairs of the Authority.

3.3 Each director shall have one vote. There shall be no proxy voting.

### 4. POWERS OF THE AUTHORITY

The Authority shall be empowered and authorized to:

4.1 Establish and operate a Consolidated Communication Center to provide emergency and law enforcement communications for the County

and the Cities.

4.2 Exercise the rights and powers granted to a "local governing body" under the Enhanced 911 Act.

4.3 Contract for the installation and operation of an enhanced 911 system and other emergency and law enforcement communications equipment.

4.4 Pay for such equipment, software, installation of equipment and software, and related services by way of a lease, purchase or lease-purchase.

4.5 Administer the "911 emergency surcharge" and the "local 911 surcharge" as provided by the Enhanced 911 Act for those portions of the service area for which emergency telephone service is to be provided.

4.6 Money received from the enhanced 911 fund shall be spent solely to pay for the enhanced 911 equipment costs and associated installation costs and maintenance costs necessary to provide enhanced 911 services. Money received as a result of the local 911 surcharge shall be spent solely to pay for the network capability and database for an enhanced 911 system.

4.7 In addition, the Authority may do any other act as may be necessary to provide effective and efficient emergency and law enforcement communications; including, but not limited to, the contracting with equipment vendors and service suppliers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder.

4.8 The Authority shall not have the right or authority to force the relinquishment, reassignment, relicensing or use of any radio

frequency or frequencies that are presently licensed to any of the parties to this Agreement or any of their agencies.

#### 5. BUDGET AND OPERATING COSTS

5.1 The annual budget of the Authority shall be submitted to the Board of County Commissioners of San Juan County and shall not be effective until approved by the Board of County Commissioners. Unless otherwise provided in this Agreement, the County shall provide the funds that are necessary for administrative and operational expenses. If the County terminates its participation in this Agreement, the County shall, notwithstanding its non-participation, continue to provide the funds set out in this Agreement that are reasonably necessary for administrative and operational expenses.

5.2 DPS shall contribute an annual sum to the County to be utilized by the County for the sole purpose of providing administrative and operational expenses for the Authority. The annual contribution will be due on August 1 of each fiscal year. For the fiscal year 1995-1996 the annual sum shall be \$48,000.00, which shall be prorated to the effective date of this Agreement. For subsequent fiscal years the annual contribution will be the sum of \$48,000.00 adjusted to the most recent Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by the U.S. Department of Labor, Bureau of Labor Statistics. If this index is discontinued, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. Dollar as may then be available in order to carry out the intent of this provision.

5.3 The City of Farmington is purchasing a Multijurisdictional

Integrated Public Safety Information System (MIPSIS) which will be utilized to connect all public safety agencies in San Juan County to one records system. The records portion of the system will be maintained on the computer in the City of Farmington. The City of Farmington will pay for installation of a MIPSIS computer at the communications center, the hardware required for connection to the system and all public safety software that is required to operate the system.

5.4 There will be a continuing annual maintenance cost for software, communications circuits and the computer for the MIPSIS computer at the communications center. The County shall absorb 33% of the yearly maintenance cost as part of the operating costs of the communications center and 67% of the yearly maintenance costs shall be divided among the using agencies (including County agencies) based upon the number of service calls for each agency during the previous year.

#### 6. OPERATING EQUIPMENT AND ACCESS TO COMMUNICATIONS SYSTEMS

6.1 The County and the Cities have consolidated their communications center equipment in the consolidated communication center facility. The City of Farmington will install the MIPSIS computer at the communication center as set out above. DPS will transfer the communications center equipment presently utilized by State Police District No. 10 to the consolidated communication center. All of the consolidated equipment and all communication center equipment subsequently installed in the consolidated communication center facility shall remain in the facility should any of the parties to this Agreement choose to cease its participation in the communications system.

6.2 DPS shall provide a computer to the communications center to connect to New Mexico State Police records and the reverse MVD search.

6.3 Each entity shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the communications center.

6.4 DPS will provide access to the state wide microwave system to allow the communication center to dispatch the New Mexico State Police and to connect the communications center with the McKinley County Metro system for the purpose of communications backup for both dispatch centers. Any and all costs of connection to and maintenance of access to the statewide microwave system shall be paid by DPS.

6.5 DPS will pay any and all costs of the communications center NCIC line including the costs of any additional lines and the costs of any and all future upgrades and line changes.

6.6 The Authority shall maintain the CAD software for the MIPSIS computer at the communications center and the Authority will be the contact agency with the software company. The Authority shall have full and final authority concerning all security issues for the CAD at the communications center. The Authority shall be responsible for maintaining all files within the computer at the communications center and shall be responsible for all updates and changes. The Farmington MIS staff shall assist the Authority staff with all major end-user application system updates and changes.

6.7 Each using agency shall have the responsibility of maintaining security on its own files and maintaining the tables and GEO for its own agency. If any party ceases its participation in this

agreement (including the City of Farmington), the City of Farmington shall continue to maintain the records system on the MIPSIS computer in Farmington MIS.

6.8 Any major change to the records system shall be approved by all parties to this Agreement. If a major change to the records system will benefit all parties, payment for that upgrade shall be divided among the using agencies based upon the number of service calls for each agency during the previous year. If a major change will benefit only one agency, that agency shall be responsible for the cost of the upgrade.

6.9 The City of Farmington shall be responsible for system maintenance on both of the MIPSIS AS/400 computers. The City of Farmington MIS Department will be the contact with the software company except as pertaining to CAD. Each using agency shall be responsible for maintenance and replacement of its own equipment within the agency. Each using agency other than the Authority is responsible for maintenance and replacement of in-building wiring within the agency. The City of Farmington MIS Department shall be the contact with the supplier for maintenance of all telephone lines involved in the records system and the Farmington MIS Department shall be responsible for contacting the appropriate supplier for repairs or installations of telephone lines.

#### 7. FUNDS AND OPERATIONS

7.1 The County shall be the fiscal agent for the Authority. As the fiscal agent, the County shall manage all revenues, maintain all accounts and receive and disburse all funds on behalf of the Authority.

7.2 The funds of the Authority shall be held in one or more

separate accounts and shall not be commingled with the funds of any of the parties to this Agreement. All funds received pursuant to the Enhanced 911 Act shall be utilized and maintained as set out in Section 63-9D-9 NMSA 1978.

7.3 The Authority may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds.

7.4 No party to this Agreement shall have any liability to pay for any debt or other obligation incurred by the Authority unless there is a specific undertaking to do so accompanied by an appropriation approved with the requisite formalities.

7.5 The County and the City of Farmington have provided the following funds for the initial costs of the Communications Center:

<u>Entity</u>	<u>Amount</u>
The County	\$346,000
The City of Farmington	<u>\$300,000</u>
Total	\$646,000

7.6 To provide additional funds for equipment in the Communications Center the County and the Cities have contributed the following amounts:

<u>Entity</u>	<u>Amount</u>
The County	\$130,000.00
The City of Farmington	130,000.00
The City of Aztec	20,000.00
The City of Bloomfield	<u>20,000.00</u>
Total	\$300,000.00

7.7 The Authority shall maintain a Capital Equipment Fund which shall be utilized to replace obsolete, worn out or unusable

equipment used in the Communications Center. To establish and maintain this fund, the County and the Cities shall contribute the following amounts:

A. For the fiscal year beginning July 1, 1994 and all subsequent fiscal years until the maximum amount balance is reached:

<u>Entity</u>	<u>Amount</u>
The County	44% of \$125,000.00 (\$55,000.00)
The City of Farmington	44% of \$125,000.00 (\$55,000.00)
The City of Aztec	6% of \$125,000.00 (\$ 7,500.00)
The City of Bloomfield	6% of \$125,000.00 (\$ 7,500.00)

B. The maximum balance to be contributed to the Capital Equipment Fund shall be \$250,000.00. When the Capital Equipment Fund reaches the maximum balance, the County and the Cities will jointly contribute each fiscal year thereafter the amount necessary to retain the maximum balance. The amount of each entity's contribution shall be determined by applying the following percentages to the total amount of the required contribution:

<u>Entity</u>	<u>Percent</u>
The County	44%
The City of Farmington	44%
The City of Aztec	6%
The City of Bloomfield	6%
Total	100%

#### 8. BOOKS AND RECORDS

8.1 The Authority shall maintain adequate and correct accounts of its funds, properties and business transactions, which accounts shall be open to inspection at any reasonable time by the parties hereto, their accountants or their agents. The Authority shall



cause to be conducted an annual audit, which audit shall be conducted by an independent certified public accountant licensed by the State of New Mexico. The Authority shall file a copy of said audit with each of the parties.

8.2 Within ninety days after the end of each fiscal year, the Authority shall prepare and present to the parties a comprehensive annual report of the Authority's activities and finances during the preceding year.

8.3 The Authority shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.

8.4 The Authority shall also render to the parties hereto, at reasonable intervals, such reports and accounting as the parties hereto may from time to time request.

#### 9. TERMINATION OF AGREEMENT

9.1 This Agreement shall continue in full force and effect, subject to amendments, until terminated by a majority of the then parties.

9.2 Any party's participation in this Agreement may be terminated by written notice from such party to the Authority at least one hundred eighty (180) days prior to the effective date of the notice; provided however, that all equipment shall remain in the consolidated communication center facility pursuant to paragraph 6 of this Agreement and no funds shall be refunded to the withdrawing party.

9.3 Upon termination of this Agreement by a majority of the remaining parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property.

9.4 Upon termination of this Agreement by a majority of the remaining parties, the property of the Authority shall be transferred to the County if the County assumes the duties and responsibilities of the Authority. If the County does not assume the duties and responsibilities of the Authority, the real property shall revert to the County pursuant to the terms of the lease and the personal property of the Authority shall be divided by the Board of Directors of the Authority among the member entities remaining at the time of termination in proportion to the percentage of each member's contribution set out in paragraph 7.7 B. of this agreement. If a member has withdrawn prior to final termination of this agreement, prior to calculating the final distribution, the withdrawn member's percentage of contribution shall be divided among the members remaining at final distribution in proportion to the percentage of each remaining member's contribution set out in paragraph 7.7 B.

9.5 Upon termination of this Agreement any surplus of money shall be returned to the final parties to this Agreement in proportion to the contributions made.

#### 10. AMENDMENT

This Agreement may be amended by the parties from time to time, but any amendment shall be in writing, executed by all of the then parties thereto, and approved by the Department of Finance and Administration.

#### 11. LIABILITY OF BOARD OF DIRECTORS AND OFFICERS

The members of the Board of Directors and its officers shall not be personally liable for any acts performed or omitted in good faith. The Authority may purchase insurance for the members of the

Board of Directors and the Authority against any suit which may be brought against them.

12. SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

13. AMENDMENT OF PRIOR AGREEMENTS

This Agreement amends the Joint Powers Agreement for Consolidated Communications dated March 31, 1992, as amended by Amendment No. 1 dated November 1, 1993.

14. EFFECTIVE DATE

This Agreement shall be in full force and effect upon execution of this Amendment by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

ATTEST:

[Signature]  
County Clerk

ATTEST:

[Signature]  
City Clerk

ATTEST:

[Signature]  
City Clerk

ATTEST:

[Signature]  
City Clerk

BOARD OF COUNTY COMMISSIONERS OF  
SAN JUAN COUNTY, NEW MEXICO

By:

[Signature]  
Chairman

CITY OF FARMINGTON, NEW MEXICO

By:

[Signature]  
Mayor

CITY OF BLOOMFIELD, NEW MEXICO

By:

[Signature]  
Mayor

CITY OF AZTEC, NEW MEXICO

By:

[Signature]  
Mayor

STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY

By:

[Signature]  
Secretary of Public Safety

[Signature]  
Chief, N.M. State Police

(See next page for DFA approval and Attorney approval as to form)

APPROVED BY THE DEPARTMENT  
OF FINANCE AND ADMINISTRATION

By: \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

DFA-Local Government Division

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

DFA-Local Government Division

Approved as to form:

\_\_\_\_\_  
Attorney for San Juan County

\_\_\_\_\_  
Attorney for City of Farmington

\_\_\_\_\_  
Attorney for City of Bloomfield

\_\_\_\_\_  
Attorney for City of Aztec

\_\_\_\_\_  
Attorney for DPS

Contract TT-14-107  
Approved on 9/24/13 Joint Mtg

# MEMORANDUM OF UNDERSTANDING (MOU)

WHEREAS, E911 and emergency dispatch services are essential to the health safety and welfare of the citizens of Taos County; and

WHEREAS, the Town of Taos (the Town), Taos County (the County), the Village of Questa (Questa) and the Taos Ski Valley (the Ski Valley) currently provide such services jointly pursuant to a Joint Powers Agreement (JPA) that will terminate during February 2014; and

WHEREAS, the Town, the County, Questa and the Ski Valley all want to work in good faith to agree on a new JPA so that they can continue to jointly provide the citizens of Taos County with E911 and emergency dispatch services; and

WHEREAS, the Town and the County want to establish a framework for negotiating a new JPA that includes the current JPA partners, Questa and the Ski Valley, and that allows for a smooth transition to a new JPA, including the time required for approval by the New Mexico Department of Finance and Administration (DFA).

THEREFORE, for and in consideration of the mutual promises and agreements set out below, the Town and the County agree as follows.

1. For a period of 90 days from the date that this MOU is executed by the parties, the parties will engage in a good faith effort to agree on a new Joint Powers Agreement (JPA) for the provision of E911 and emergency dispatch services for Taos County. The parties will include the other partners in the existing JPA, Questa and the Ski Valley, in those efforts. The governing bodies of the Town and the County will vote on a proposed JPA within the 90 day period.
2. The parties authorize the Town Attorney and the County Attorney to engage in efforts to draft a new JPA consistent with the provisions of this MOU and direct the Town Attorney and the County Attorney to include attorneys or other representatives designated by Questa and the Ski Valley in those efforts. The parties agree that the San Juan County E911 JPA will serve as a starting point for efforts to draft a new JPA.
3. If a new JPA is approved by the governing bodies of the parties, the fiscal agent for the JPA and the physical location of the E911 and emergency dispatch operation shall be determined by the parties to the new JPA by whatever decision making mechanism is provided for in the new JPA.
4. If a new JPA is not approved by the governing bodies of the parties, within the 90 day period provided for in paragraph 1 above, the County shall have the option, in its sole discretion, but not the obligation, of becoming the fiscal agent, operator and designated Public Safety Answering Point (PSAP) for E911 and emergency dispatch operations for the remaining period of the existing JPA and thereafter pursuant to the terms of this

MOU as set out below. The County shall exercise the option by notifying the Town within 15 business days of the end of the 90 day period.

5. In order to enable the County to make an informed decision regarding whether or not to exercise the option provided for in the preceding paragraph, the Town shall make full and complete information available to the County regarding the operation, buildings, structures, infrastructure and equipment of the current E911 and emergency dispatch operation by the Town. As a part of providing such information, the Town authorizes the County to communicate with contractors who have provided or are providing goods, services, buildings, structures or infrastructure for the current E911 and emergency dispatch operation, to visit and inspect the buildings, structures, infrastructure and equipment and to communicate with Town employees involved in the operation. In an additional effort to obtain such information, the Town and the County shall invite the appropriate members of management of the San Juan County Communications Authority to inspect and analyze the existing E911 and emergency dispatch operation and answer questions posed by the Town and the County. The Town and the County agree to share compensation costs for such consultation services equally in a total amount not to exceed \$5,000. The Town will exercise any applicable warranty rights on behalf of any fiscal agent for the E911 and emergency dispatch operation.
6. If a new JPA is approved by the governing bodies of the parties, the Town shall enter into a sublease with the fiscal agent for the new JPA for a period of two years for the same space currently leased by the Town from Kit Carson Electric Cooperative (KCEC) on the terms set out in this paragraph. No rent, no common space fees, and no building or property maintenance fees shall be charged. These costs shall be the sole responsibility of the Town for two years and shall be exclusive of the operational costs of the E911 and emergency dispatch operation. The new JPA shall have the right to terminate the sublease at any time on 90 days notice in its sole discretion. The new JPA shall have the right, but not the obligation, to enter into a lease directly with KCEC on such terms and conditions as the new JPA and KCEC may agree upon and the Town agrees that in such event it will agree to terminate its lease with KCEC. At least six months prior to the expiration of the sublease, the new JPA, in its sole discretion, may either (a) assume the balance of the lease between the Town and KCEC, (b) negotiate a new lease with KCEC, or (c) elect such other options as might be available.
7. If a new JPA is not approved by the governing bodies of the parties, and the County exercises its option pursuant to paragraph 4 above, the Town shall enter into a sublease with the County for a period of two years for the same space currently leased by the Town from Kit Carson Electric Cooperative (KCEC) on the terms set out in this paragraph. No rent, no common space fees, and no building or property maintenance fees shall be charged. These costs shall be the sole responsibility of the Town for two years and shall be exclusive of the operational costs of the E911 and emergency dispatch operation. The County shall have the right to terminate the sublease at any time on 90 days notice in its sole discretion.

8. For the term of any sublease entered into pursuant to this MOU, the financial contribution of the Town and the County to the operating cost of the E911 and emergency dispatch operation shall be as set out in this paragraph. The County's annual financial contribution shall be the lesser of \$371,000 or 55% of the annual operating expenses less all other revenues legally available for the payment of operating expenses. The Town's annual financial contribution shall be the lesser of \$371,000 or 45% of the annual operating expenses less all other revenues legally available for operating expenses. Any lease costs identified as being the responsibility of the Town in paragraphs 6 and 7 above shall not be included as annual operating expenses. The budget for the new JPA shall not exceed \$742,000 annually for the two years of the sublease unless formally agreed to by the governing bodies of both the Town and the County. If any sublease entered into pursuant to this MOU is terminated in less than two years, the amounts set out in this paragraph shall be prorated based on the actual term of the sublease.
9. The parties agree that in establishing a new JPA the following principles should be incorporated into the new JPA. Although property of the operation, including but not limited to the PSAP designation, equipment, structures, leases, radio frequencies, licenses and funding may be held nominally in the name of the fiscal agent, they will be acquired on behalf of all the citizens and first responders of the region and must therefore, under a new JPA become and remain the common property of the parties to the JPA, or any entity created in connection with the JPA. To preserve such common ownership, the new JPA should only be dissolved by either an affirmative county-wide vote of the majority of voters in each member jurisdiction or the mutual agreement of the governing bodies of all member jurisdictions. The new JPA should be governed by two boards, an administrative financial board consisting of the administrator of each member jurisdiction to establish the annual JPA budget and an operational board consisting of representatives of the public safety organizations of each member jurisdiction responsible for day to day technical operations, including personnel.
10. If a new JPA is not approved by the governing bodies of the prospective new JPA members within the 90 day period provided for in paragraph 1 and if the County does not exercise its option pursuant to paragraph 4, the Town agrees to continue to provide E911 and emergency dispatch services to the County, Questa and the Ski Valley on the same terms and conditions as the current JPA for 90 days past the present termination date of the current JPA.
11. Nothing in the termination, operation or interpretation of the existing JPA, this MOU, or a new JPA shall cause an interruption of E911 and emergency dispatch services to the areas served by the current JPA.
12. The Town agrees that it has paid all moving costs related to its recent relocation of the E911 emergency dispatch operation to the KCEC building and that those costs have not been paid out of current JPA funds except to the extent of 50 percent or less of the JPA reserve balance.



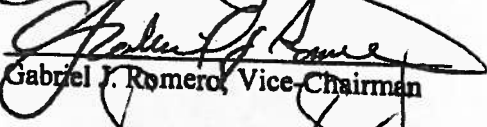
13. This MOU shall be effective on the date last signed by either party and the persons signing below warrant and represent that they have received the legally required authority from their governing bodies.

AGREED:

SIGNATURES AND DATE

THE BOARD OF TAOS  
COUNTY COMMISSIONERS

  
Daniel R. Barrone, Chairman

  
Gabriel J. Romero, Vice-Chairman

  
Larry Sanchez, Commissioner

**ABSENT**

Tom Blankenhorn, Commissioner

**ABSENT**

Joe Mike Duran, Commissioner

Approved as to legal form:

  
Robert J. Malone, County Attorney

  
Anna Martinez, County Clerk

Vote Record:


	Yes	No	Abstain	Absent
D Barrone	<input checked="" type="checkbox"/>			
G Romero	<input checked="" type="checkbox"/>			
L Sanchez	<input checked="" type="checkbox"/>			
T Blankenhorn	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
J M Duran	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>

TOWN OF TAOS

  
Mayor Daniel Cordova

**ABSENT**

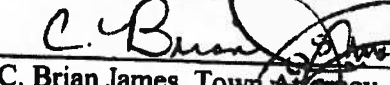
Councilmember Rudy Abeyta

  
Councilmember Michael Silva

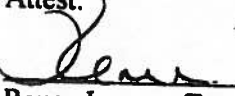
Councilmember Frederick A. Peralta

  
Councilmember Andrew Gonzales

Approved as to legal form:

  
C. Brian James, Town Attorney

Attest:

  
Renee Lucero, Town Clerk

Vote Record:

	Yes	No	Abstain	Absent
D Cordova	<input checked="" type="checkbox"/>			
R Abeyta	<input checked="" type="checkbox"/>			
M Silva	<input checked="" type="checkbox"/>			
F Peralta	<input checked="" type="checkbox"/>			
A Gonzales	<input checked="" type="checkbox"/>			

Mayor does not vote (2)

## **2. BOARD OF DIRECTORS**

**2.1** The Board of Directors shall consist of seven members; provided, however, that in the event a party terminates its participation in this Agreement pursuant to paragraph 9.2 of this Agreement, the size of the Board of Directors shall be reduced by the number of directors the terminating party has the right to appoint under paragraph 2.2 of this Agreement. All members of the Board shall be residents of the County and may be, but do not have to be, a resident of one of the municipalities. Four of the directors may be full time employees of any of the following public safety agencies:

- A. A Municipal Police Department;
- B. The Taos County Sheriff's Department;
- C. A municipal Attorney's Office or the District Attorney's Office;
- D. The District Court, a Magistrate Court or a Municipal Court;
- E. The New Mexico State Police Department;
- F. The Taos County Detention Center, or
- G. A State or Federal probation or parole Division or Department.

**2.2** The members of the Board of Directors shall be selected as follows:

The Board of County Commissioners shall appoint two directors. One of the directors shall be a full time employee of a public safety agency (criminal justice position) and one shall represent the county at large (at-large position). The Town of Taos shall appoint two directors. One of the directors shall be a full time employee of a public safety agency (criminal justice position) and one shall The Village of Taos Ski Valley shall appoint one director who is at large (at large position). The Village of Questa shall appoint one director who is at large (at large position). The six directors named herein shall appoint the seventh director (a public safety agency position).

**TAOS COUNTY, NEW MEXICO**  
**JOINT POWERS AGREEMENT FOR CONSOLIDATED COMMUNICATIONS**

This Joint Powers Agreement (Agreement) is dated the \_\_\_ day of December, 2013, by and between the Board of County Commissioners of Taos County, New Mexico (County), the Town of Taos, New Mexico, a municipal corporation, the Village of Questa, New Mexico, a municipal corporation, and the Village of Taos Ski Valley, New Mexico, a municipal corporation.

**HISTORY**

The County and the Cities entered into a Joint Powers Agreement (JPA) for Consolidated Communications on \_\_\_\_\_, which was approved by the Department of Finance and Administration (DFA) on \_\_\_\_\_. The \_\_\_ JPA was extended on \_\_\_\_\_.

**NOW THEREFORE**, the parties agree as follows:

**1. GENERAL PROVISIONS**

**1.1** Pursuant to the provisions of the Joint Powers Agreement Act (Sections 11-1-1 through 11- 1-7 NMSA 1978) and the Enhanced 91 1 Act (Sections 63-90-1 through 63-9D-11 NMSA 1978), the parties agree that a separate legal entity known as the Taos County Communications Authority (the Authority) shall be organized and empowered as set forth herein.

**1.2** The parties agree that by execution of this Agreement, they jointly and severally constitute, authorize and empower the Authority as a separate entity, with full powers to enter into contracts, to sue and be sued, and otherwise do all things necessary to carry out the duties delegated hereunder.

**1.3** By entering into this Agreement, none of the parties 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, Sections 41-4-1, *et.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities

between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by federal, state, local, or common law and the New Mexico Tort Claims Act. The parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

Any privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the parties to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreements Act, Sections 11-1-1 to 11-1-7, NMSA 1978.

**1.4** The area to which the consolidated communication services shall be supplied shall be Taos County, New Mexico the area designated as Exhibit 1 hereto.

## **2. BOARD OF DIRECTORS**

**2.1** The Board of Directors shall consist of seven members; provided, however, that in the event a party terminates its participation in this Agreement pursuant to paragraph 9.2 of this Agreement, the size of the Board of Directors shall be reduced by the number of directors the terminating party has the right to appoint under paragraph 2.2 of this Agreement. All members of the Board shall be residents of the County and may be, but do not have to be, a resident of one of the municipalities. Four of the directors shall be full time employees of any of the following criminal justice agencies:

- A. A Municipal Police Department;
- B. The Taos County Sheriff's Department;
- C. A municipal Attorney's Office or the District Attorney's Office;
- D. The District Court, a Magistrate Court or a Municipal Court;
- E. The New Mexico State Police Department;

- F. The Taos County Detention Center, or
- G. A State or Federal probation or parole Division or Department.

**2.2** The members of the Board of Directors shall be selected as follows:

The Board of County Commissioners shall appoint two directors. One of the directors shall be a full time employee of a criminal justice agency (criminal justice position) and one shall represent the county volunteer fire departments (volunteer fire department position). The Town of Taos shall appoint two directors. One of the directors shall be a full time employee of a criminal justice agency (criminal justice position) and one shall not be employed by a criminal justice agency (at large position). The Village of Taos Ski Valley shall appoint one director who is not employed by a criminal justice agency (at large position). The Village of Questa shall appoint one director who is a full time employee of a criminal justice agency (criminal justice position). The six directors named herein shall appoint the seventh director (a criminal justice position).

**2.3** The term of office for members of the Board of Directors shall be indefinite. All members of the Board of Directors shall serve at the pleasure of the entity that appointed them and they may be replaced at any time by formal action of their appointing entity. All directors shall serve until their successor has been appointed and formally taken office.

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**2.5** The Board of Directors shall elect one member as Chairman, one member as Chairman Pro-tem and one member as Secretary of the Board, Officers shall be elected every two years. A special election shall be held if there is a vacancy in an office prior to the expiration of a regular term of office.

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**3.1** The affairs of the Authority shall be conducted by the Board of Directors.

**3.2** The Board of Directors may adopt By-Laws and Rules and Regulations as it deems necessary to conduct the affairs of the Authority.

**3.3** Each director, or their representative, shall have one vote.

#### **4. POWERS OF THE AUTHORITY**

The Authority shall be empowered and authorized to:

**4.1** Establish and operate a Consolidated Communication Center to provide emergency and law enforcement communications for the County, and the areas represented by the local governing bodies.

**4.2** Exercise the rights and powers granted to a "local governing body" under the Enhanced 911 Act.

**4.3** Contract for the installation and operation of an enhanced 911 systems and other emergency and law enforcement communications equipment.

**4.4** Pay for such equipment, software, installation of equipment and software, maintenance agreements, and related services by way of a lease, purchase or lease-purchase subject to the provisions of the Procurement Code.

**4.5** Administer the funds provided for enhanced 911 services by the Enhanced 911 Act

**4.6** Money received from the enhanced 911 fund shall all be spent in accordance with rules adopted by the Local Government Division of the Department of Finance and Administration.

**4.7** In addition, the Authority may do any other act as may be necessary to provide effective and efficient emergency and law enforcement communications; including, but not limited to, the contracting with equipment vendors and service suppliers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder,

**4.8** The Authority may enter into contracts with other governmental public safety agencies to provide communication services at a cost to be determined by the Authority.

**4.9** The Authority shall not have the right or authority to force the relinquishment, reassignment, relicensing or use of any radio frequency or frequencies that are presently licensed to any of the parties to this Agreement or any of their agencies.

**4.10** The Authority shall have the right to implement the Memorandum of Understanding entered into by the County and the Town of Taos attached hereto as Exhibit 2.

## **5. BUDGET AND OPERATING COSTS**

~~**5.1** If there is a dedicated source of funding, including but not limited to a County Emergency Communications and Emergency Medical Services Gross Receipts Tax (the G.R. tax) then the annual budget of the Authority shall be submitted to the Board of County Commissioners of Taos County and shall not be effective until approved by the Board of County Commissioners. Unless otherwise provided in this Agreement, the County shall provide the funds that are necessary for the Authority's administrative and operational expenses from the revenue generated by the County Emergency Communications and Emergency Medical Services Gross Receipts Tax (the G.R. tax), if implemented. The Authority shall pay a reasonable fee each fiscal year, to be determined by the Authority's Board of Directors, to compensate the County for the administrative support services the County has provided to the Authority during the preceding fiscal year.~~

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<u>Entity</u>	<u>Percent</u>
The County	53%
The Town of Taos	43%
The Village of Questa	2%
The Village of Taos Ski Valley	<u>2%</u>
TOTAL	100%

**5.3** If there is a dedicated source of funding, including but not limited to a County Emergency Communications and Emergency Medical Services Gross Receipts Tax (the G.R. tax) and then the County terminates its participation in this Agreement, the County shall, notwithstanding its non-participation, continue to provide the funds set out in this Agreement reasonably necessary for administrative and operational expenses of the Authority.

**5.4** The parties hereto shall contribute an annual sum to the Authority's Capital Equipment Fund. The annual contribution will be due on August 1 of each fiscal year. For the fiscal year 2013-2014, the annual sum shall be as determined by the Board. For subsequent fiscal years, the annual contribution shall be the sum as determined by the Board adjusted to the most recent Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by the U.S. Department of Labor, Bureau of Labor Statistics. If this index is discontinued, the parties agree to substitute another equally authoritative



measure of change in the purchasing power of the U.S. Dollar as may then be available in order to carry out the intent of this provision.

**5.5** When the Authority has purchased a Multijurisdictional Integrated Public Safety Information System (MIPSIS) which is utilized to connect all public safety agencies in Taos County to one records system, or some similar record system, the records portion of the system will be maintained on the computer in the County.

**5.6** There will be a continuing annual maintenance cost for software, communications circuits and the computer for the MIPSIS computer, or some similar system, at the communications center. The County shall pay 33% of the yearly maintenance cost as part of the operating costs of the communications center and 67% of the yearly maintenance costs shall be divided among the using agencies (including County agencies) based upon the number of service calls for each agency during the previous year. If funds are available annually from the G.R. Tax proceeds to cover the entire MIPSIS, or some similar system, maintenance cost, the Authority may include the entire amount in its annual budget and no contribution will be required from the participating agencies.

## **6. OPERATING EQUIPMENT AND ACCESS TO COMMUNICATIONS SYSTEMS**

**6.1** All of the Communication Center equipment presently installed and subsequently installed in the consolidated communication center facility shall remain in the facility should any of the parties to this Agreement choose to cease its participation in the communications system.

**6.2** Each entity shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the communications center.

**6.3** DPS may provide access to the statewide microwave system to allow the communication center to dispatch the New Mexico State Police. Any and all costs of connection to and maintenance of access to the statewide microwave system shall be paid by DPS.

**6.4** The Authority shall pay all costs of the communications center NCIC line. The costs of any additional lines and the costs of any future upgrades and line changes will be negotiated with DPS, but the final decision shall be made by the Authority. DPS will not be responsible for any of the costs of additional lines, upgrades or line changes if DPS provides written notice to the Authority, within 30 days after the Authority's decision, that DPS is terminating its participation as a party under the provisions of paragraph 9 of this Agreement.

**6.5** The Authority shall maintain the CAD software for the MIPSIS computer at the communications center and the Authority will be the contact agency with the software company. The Authority shall have full and final authority concerning all security issues for the CAD at the communications center. The Authority shall be responsible for maintaining all files within the computer at the communications center and shall be responsible for all updates and changes. The County Information Technology staff shall assist the Authority staff with all major end-user application system updates and changes.

**6.6** Each using agency shall have the responsibility of maintaining security on its own files and maintaining the configuration tables in the Records Management System for its own agency. If any party ceases its participation in this agreement (including the county), the County shall continue to maintain the records portion of the system on the MIPSIS computer in the County.

**6.7** Any major change to the records system shall be approved by all parties to this Agreement. All major change to the records system will benefit all parties; payment for that upgrade shall be divided among the using agencies based upon the number of service calls for each agency during the previous year. If a major change will benefit only one agency, that agency shall be responsible for the cost of the upgrade.

**6.8** The County shall be responsible for system maintenance on the MIPSIS servers, The County I.T. Department will be the contact with the software company except as pertaining to CAD. Each using agency shall be responsible for maintenance and

replacement of its own equipment within the agency. Each using agency other than the Authority is responsible for maintenance and replacement of in-building wiring within the agency. The County I.T. Department shall be the contact with the supplier for maintenance of all telephone lines involved in the records system and the County I.T. Department shall be responsible for contacting the appropriate supplier for repairs or installations of telephone lines.

## **7. FUNDS AND OPERATIONS**

**7.1** The County shall be the administering agency and the fiscal agent for the Authority. As the fiscal agent, the County shall manage all revenues, maintain all accounts and receive and disburse all funds on behalf of the Authority.

**7.2** The funds of the Authority shall be held in one or more separate accounts and shall not be commingled with the Funds of any of the parties to this Agreement. All funds received pursuant to the Enhanced 911 Act shall be utilized and maintained as set out in the Enhanced 911 Act.

**7.3** The Authority may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds.

**7.4** No party to this Agreement shall have any liability to pay for any debt or other obligation incurred by the Authority unless there is a specific undertaking to do so accompanied by an appropriation approved with the requisite formalities.

**7.5** The Authority shall maintain a Capital Equipment Fund which shall be utilized to replace obsolete, worn out or unusable equipment in the Communications Center. The maximum balance to be maintained in the Capital Equipment Fund shall be determined by the Board. The parties will jointly contribute each fiscal year the amount necessary to retain the maximum balance. The amount of each entity's contribution shall be as determined by the Board.

## **8. BOOKS AND RECORDS**

**8.1** The Authority shall maintain adequate and correct accounts of its funds, properties and business transactions. The accounts shall be open to inspection at any

reasonable time by the parties hereto, their accountants or their agents. The Authority shall cause an annual audit to be conducted by an independent certified public accountant licensed by the State of New Mexico. The Authority shall file a copy of said audit with each of the parties.

**8.2** Within ninety days after the end of each fiscal year, the Authority shall prepare and present to the parties a comprehensive annual report of the Authority's activities and finances during the preceding year.

**8.3** The Authority shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.

**8.4** The Authority shall also render to the parties hereto, at reasonable intervals, such reports and accounting as the parties may from time to time request.

## **9. TERMINATION OF AGREEMENT**

**9.1** This Agreement shall continue in full force and effect, subject to amendments, until a majority of the parties have terminated their participation in this Agreement pursuant to paragraph 9.2 of this Agreement.

**9.2** Any party's participation in this Agreement may be terminated by written notice from such party to the Authority at least one hundred eighty (180) days prior to the effective date of the notice; provided, however, that all equipment shall remain in the consolidated communication center facility pursuant to paragraph 6 of this Agreement and no funds shall be refunded to the withdrawing party.

**9.3** Upon termination of this Agreement by a majority of the parties to *this* Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property.

**9.4** Upon termination of this Agreement by a majority of the parties, the property of the Authority shall be transferred *to* the County if the County assumes the duties and responsibilities of the Authority. If the County does not assume the duties and responsibilities of the Authority, the real property shall revert to the County pursuant to the terms of the lease and the personal property of the Authority shall be divided by the

Board of Directors of the Authority among the member entities remaining at the time of termination in proportion to the percentage of each member's contribution set out in paragraph 7.5 of this Agreement. If a member has withdrawn prior to final termination of this Agreement, prior to calculating the final distribution of personal property, the withdrawn member's percentage of contribution shall be divided among the members remaining at final distribution in proportion to the percentage of each remaining member's contribution set out in paragraph 7.5.

**9.5** Upon termination of this Agreement, any surplus of money shall be returned to the entities who were parties to this Agreement at the time of termination in proportion to the contributions made.

#### **10. AMENDMENT**

This Agreement may be amended by the parties from time to time, but any amendment shall be in writing, executed by all of the then parties thereto, and approved by the Department of Finance and Administration.

#### **11. LIABILITY OF BOARD OF DIRECTORS AND OFFICERS**

The members of the Board of Directors and its officers shall not be personally liable for any acts performed or omitted in good faith. The Authority shall purchase insurance for the members of the Board of Directors and the Authority against any suit which may be brought against them. The provisions of paragraph 1.3 apply to the Board of Directors and its officers.

#### **12. SEVERABILITY**

If any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

#### **13. SUPERSEDES ALL PRIOR AGREEMENTS**

This Agreement supersedes all prior Joint Powers Agreements for Consolidated

Communications between the parties to this Agreement. On the effective date of this Agreement, previous Joint Powers Agreement for Consolidated Communications, as amended or extended shall be terminated by virtue of the parties' signatures on this Agreement.

#### **14. EFFECTIVE DATE**

This Agreement shall be in full force and effect upon execution of this Amendment by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico.

#### **15. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts which shall be effective as if all signatures were affixed to one original document.

**IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
TAOS COUNTY, NEW MEXICO**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**County Commission**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Taos County**

**ATTEST:**

**TOWN OF TAOS, NEW MEXICO**

\_\_\_\_\_  
**City Clerk**  
**Date:**

\_\_\_\_\_  
**By: Mayor**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Town of Taos**

**ATTEST:**

**VILLAGE OF TAOS SKI VALLEY,  
NEW MEXICO**

\_\_\_\_\_  
**City Clerk**  
**Date:**

\_\_\_\_\_  
**By: Mayor**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Village of Taos Ski Valley**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
TAOS COUNTY, NEW MEXICO**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**County Commission**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Taos County**

**ATTEST:**

**TOWN OF TAOS, NEW MEXICO**

\_\_\_\_\_  
**City Clerk**  
**Date:**

\_\_\_\_\_  
**By: Mayor**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Town of Taos**

**ATTEST:**

**VILLAGE OF TAOS SKI VALLEY,  
NEW MEXICO**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**By: Mayor**

**Date:**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Village of Taos Ski Valley**

**APPROVED BY THE DEPARTMENT  
OF FINANCE AND ADMINISTRATION**

\_\_\_\_\_  
**By:**  
**(Title)**  
**(Date)**

**ATTEST:**

**VILLAGE OF QUESTA, NEW MEXICO**

\_\_\_\_\_  
**City Clerk**  
**Date:**

\_\_\_\_\_  
**By: Mayor**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Village of Questa**



**TAOS COUNTY, NEW MEXICO**  
**JOINT POWERS AGREEMENT FOR CONSOLIDATED COMMUNICATIONS**

This Joint Powers Agreement (Agreement) is dated the \_\_\_ day of December, 2013, by and between the Board of County Commissioners of Taos County, New Mexico (County), the Town of Taos, New Mexico, a municipal corporation, the Village of Questa, New Mexico, a municipal corporation, and the Village of Taos Ski Valley, New Mexico, a municipal corporation.

**HISTORY**

The County and the Cities entered into a Joint Powers Agreement (JPA) for Consolidated Communications on \_\_\_\_\_, which was approved by the Department of Finance and Administration (DFA) on \_\_\_\_\_. The \_\_\_ JPA was extended on \_\_\_\_\_.

**NOW THEREFORE**, the parties agree as follows:

**1. GENERAL PROVISIONS**

**1.1** Pursuant to the provisions of the Joint Powers Agreement Act (Sections 11-1-1 through 11- 1-7 NMSA 1978) and the Enhanced 91 1 Act (Sections 63-90-1 through 63-9D-11 NMSA 1978), the parties agree that a separate legal entity known as the Taos County Communications Authority (the Authority) shall be organized and empowered as set forth herein.

**1.2** The parties agree that by execution of this Agreement, they jointly and severally constitute, authorize and empower the Authority as a separate entity, with full powers to enter into contracts, to sue and be sued, and otherwise do all things necessary to carry out the duties delegated hereunder.

**1.3** By entering into this Agreement, none of the parties 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, Sections 41-4-1, *et.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities

between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by federal, state, local, or common law and the New Mexico Tort Claims Act. The parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

Any privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the parties to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreements Act, Sections 11-1-1 to 11-1-7, NMSA 1978.

**1.4** The area to which the consolidated communication services shall be supplied shall be Taos County, New Mexico the area designated as Exhibit 1 hereto.

## **2. BOARD OF DIRECTORS**

**2.1** The Board of Directors shall consist of seven members; provided, however, that in the event a party terminates its participation in this Agreement pursuant to paragraph 9.2 of this Agreement, the size of the Board of Directors shall be reduced by the number of directors the terminating party has the right to appoint under paragraph 2.2 of this Agreement. All members of the Board shall be residents of the County and may be, but do not have to be, a resident of one of the municipalities. Four of the directors shall be full time employees of any of the following criminal justice agencies:

- A. A Municipal Police Department;
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**2.2** The members of the Board of Directors shall be selected as follows:

The Board of County Commissioners shall appoint two directors. One of the directors shall be a full time employee of a criminal justice agency (criminal justice position) and one shall represent the county volunteer fire departments (volunteer fire department position). The Town of Taos shall appoint two directors. One of the directors shall be a full time employee of a criminal justice agency (criminal justice position) and one shall not be employed by a criminal justice agency (at large position). The Village of Taos Ski Valley shall appoint one director who is not employed by a criminal justice agency (at large position). The Village of Questa shall appoint one director who is a full time employee of a criminal justice agency (criminal justice position). The six directors named herein shall appoint the seventh director (a criminal justice position).

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**4.6** Money received from the enhanced 911 fund shall all be spent in accordance with rules adopted by the Local Government Division of the Department of Finance and Administration.

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<u>Entity</u>	<u>Percent</u>
The County	53%
The Town of Taos	43%
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TOTAL	100%

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**5.4** The parties hereto shall contribute an annual sum to the Authority's Capital Equipment Fund. The annual contribution will be due on August 1 of each fiscal year. For the fiscal year 2013-2014, the annual sum shall be as determined by the Board. For subsequent fiscal years, the annual contribution shall be the sum as determined by the Board adjusted to the most recent Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by the U.S. Department of Labor, Bureau of Labor Statistics. If this index is discontinued, the parties agree to substitute another equally authoritative

measure of change in the purchasing power of the U.S. Dollar as may then be available in order to carry out the intent of this provision.

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**6.2** Each entity shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the communications center.

**6.3** DPS may provide access to the statewide microwave system to allow the communication center to dispatch the New Mexico State Police. Any and all costs of connection to and maintenance of access to the statewide microwave system shall be paid by DPS.

**6.4** The Authority shall pay all costs of the communications center NCIC line. The costs of any additional lines and the costs of any future upgrades and line changes will be negotiated with DPS, but the final decision shall be made by the Authority. DPS will not be responsible for any of the costs of additional lines, upgrades or line changes if DPS provides written notice to the Authority, within 30 days after the Authority's decision, that DPS is terminating its participation as a party under the provisions of paragraph 9 of this Agreement.

**6.5** The Authority shall maintain the CAD software for the MIPSIS computer at the communications center and the Authority will be the contact agency with the software company. The Authority shall have full and final authority concerning all security issues for the CAD at the communications center. The Authority shall be responsible for maintaining all files within the computer at the communications center and shall be responsible for all updates and changes. The County Information Technology staff shall assist the Authority staff with all major end-user application system updates and changes.

**6.6** Each using agency shall have the responsibility of maintaining security on its own files and maintaining the configuration tables in the Records Management System for its own agency. If any party ceases its participation in this agreement (including the county), the County shall continue to maintain the records portion of the system on the MIPSIS computer in the County.

**6.7** Any major change to the records system shall be approved by all parties to this Agreement. All major change to the records system will benefit all parties; payment for that upgrade shall be divided among the using agencies based upon the number of service calls for each agency during the previous year. If a major change will benefit only one agency, that agency shall be responsible for the cost of the upgrade.

**6.8** The County shall be responsible for system maintenance on the MIPSIS servers, The County I.T. Department will be the contact with the software company except as pertaining to CAD. Each using agency shall be responsible for maintenance and



replacement of its own equipment within the agency. Each using agency other than the Authority is responsible for maintenance and replacement of in-building wiring within the agency. The County I.T. Department shall be the contact with the supplier for maintenance of all telephone lines involved in the records system and the County I.T. Department shall be responsible for contacting the appropriate supplier for repairs or installations of telephone lines.

## **7. FUNDS AND OPERATIONS**

**7.1** The County shall be the administering agency and the fiscal agent for the Authority. As the fiscal agent, the County shall manage all revenues, maintain all accounts and receive and disburse all funds on behalf of the Authority.

**7.2** The funds of the Authority shall be held in one or more separate accounts and shall not be commingled with the Funds of any of the parties to this Agreement. All funds received pursuant to the Enhanced 911 Act shall be utilized and maintained as set out in the Enhanced 911 Act.

**7.3** The Authority may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds.

**7.4** No party to this Agreement shall have any liability to pay for any debt or other obligation incurred by the Authority unless there is a specific undertaking to do so accompanied by an appropriation approved with the requisite formalities.

**7.5** The Authority shall maintain a Capital Equipment Fund which shall be utilized to replace obsolete, worn out or unusable equipment in the Communications Center. The maximum balance to be maintained in the Capital Equipment Fund shall be determined by the Board. The parties will jointly contribute each fiscal year the amount necessary to retain the maximum balance. The amount of each entity's contribution shall be as determined by the Board.

## **8. BOOKS AND RECORDS**

**8.1** The Authority shall maintain adequate and correct accounts of its funds, properties and business transactions. The accounts shall be open to inspection at any

reasonable time by the parties hereto, their accountants or their agents. The Authority shall cause an annual audit to be conducted by an independent certified public accountant licensed by the State of New Mexico. The Authority shall file a copy of said audit with each of the parties.

**8.2** Within ninety days after the end of each fiscal year, the Authority shall prepare and present to the parties a comprehensive annual report of the Authority's activities and finances during the preceding year.

**8.3** The Authority shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.

**8.4** The Authority shall also render to the parties hereto, at reasonable intervals, such reports and accounting as the parties may from time to time request.

## **9. TERMINATION OF AGREEMENT**

**9.1** This Agreement shall continue in full force and effect, subject to amendments, until a majority of the parties have terminated their participation in this Agreement pursuant to paragraph 9.2 of this Agreement.

**9.2** Any party's participation in this Agreement may be terminated by written notice from such party to the Authority at least one hundred eighty (180) days prior to the effective date of the notice; provided, however, that all equipment shall remain in the consolidated communication center facility pursuant to paragraph 6 of this Agreement and no funds shall be refunded to the withdrawing party.

**9.3** Upon termination of this Agreement by a majority of the parties to *this* Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property.

**9.4** Upon termination of this Agreement by a majority of the parties, the property of the Authority shall be transferred *to* the County if the County assumes the duties and responsibilities of the Authority. If the County does not assume the duties and responsibilities of the Authority, the real property shall revert to the County pursuant to the terms of the lease and the personal property of the Authority shall be divided by the

Board of Directors of the Authority among the member entities remaining at the time of termination in proportion to the percentage of each member's contribution set out in paragraph 7.5 of this Agreement. If a member has withdrawn prior to final termination of this Agreement, prior to calculating the final distribution of personal property, the withdrawn member's percentage of contribution shall be divided among the members remaining at final distribution in proportion to the percentage of each remaining member's contribution set out in paragraph 7.5.

**9.5** Upon termination of this Agreement, any surplus of money shall be returned to the entities who were parties to this Agreement at the time of termination in proportion to the contributions made.

#### **10. AMENDMENT**

This Agreement may be amended by the parties from time to time, but any amendment shall be in writing, executed by all of the then parties thereto, and approved by the Department of Finance and Administration.

#### **11. LIABILITY OF BOARD OF DIRECTORS AND OFFICERS**

The members of the Board of Directors and its officers shall not be personally liable for any acts performed or omitted in good faith. The Authority shall purchase insurance for the members of the Board of Directors and the Authority against any suit which may be brought against them. The provisions of paragraph 1.3 apply to the Board of Directors and its officers.

#### **12. SEVERABILITY**

If any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

#### **13. SUPERSEDES ALL PRIOR AGREEMENTS**

This Agreement supersedes all prior Joint Powers Agreements for Consolidated

Communications between the parties to this Agreement. On the effective date of this Agreement, previous Joint Powers Agreement for Consolidated Communications, as amended or extended shall be terminated by virtue of the parties' signatures on this Agreement.

#### **14. EFFECTIVE DATE**

This Agreement shall be in full force and effect upon execution of this Amendment by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico.

#### **15. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts which shall be effective as if all signatures were affixed to one original document.

**IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
TAOS COUNTY, NEW MEXICO**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**County Commission**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Taos County**

**ATTEST:**

**TOWN OF TAOS, NEW MEXICO**

\_\_\_\_\_  
**City Clerk**  
**Date:**

\_\_\_\_\_  
**By: Mayor**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Town of Taos**

**ATTEST:**

**VILLAGE OF TAOS SKI VALLEY,  
NEW MEXICO**

\_\_\_\_\_  
**City Clerk**

**Date:**

\_\_\_\_\_  
**By: Mayor**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Village of Taos Ski Valley**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
TAOS COUNTY, NEW MEXICO**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**County Commission**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Taos County**

**ATTEST:**

**TOWN OF TAOS, NEW MEXICO**

\_\_\_\_\_  
**City Clerk**

**Date:**

\_\_\_\_\_  
**By: Mayor**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Town of Taos**

**ATTEST:**

**VILLAGE OF TAOS SKI VALLEY,  
NEW MEXICO**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**By: Mayor**

**Date:**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Village of Taos Ski Valley**

**APPROVED BY THE DEPARTMENT  
OF FINANCE AND ADMINISTRATION**

\_\_\_\_\_  
**By:**  
**(Title)**  
**(Date)**

**ATTEST:**

**VILLAGE OF QUESTA, NEW MEXICO**

\_\_\_\_\_  
**City Clerk**  
**Date:**

\_\_\_\_\_  
**By: Mayor**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Village of Questa**

**TAOS COUNTY, NEW MEXICO**  
**JOINT POWERS AGREEMENT FOR CONSOLIDATED COMMUNICATIONS**

This Joint Powers Agreement (Agreement) is dated the \_\_\_ day of December, 2013, by and between the Board of County Commissioners of Taos County, New Mexico (County), the Town of Taos, New Mexico, a municipal corporation, the Village of Questa, New Mexico, a municipal corporation, and the Village of Taos Ski Valley, New Mexico, a municipal corporation.

**HISTORY**

The County and the Cities entered into a Joint Powers Agreement (JPA) for Consolidated Communications on \_\_\_\_\_, which was approved by the Department of Finance and Administration (DFA) on \_\_\_\_\_. The \_\_\_ JPA was extended on \_\_\_\_\_.

**NOW THEREFORE**, the parties agree as follows:

**1. GENERAL PROVISIONS**

**1.1** Pursuant to the provisions of the Joint Powers Agreement Act (Sections 11-1-1 through 11- 1-7 NMSA 1978) and the Enhanced 91 1 Act (Sections 63-90-1 through 63-9D-11 NMSA 1978), the parties agree that a separate legal entity known as the Taos County Communications Authority (the Authority) shall be organized and empowered as set forth herein.

**1.2** The parties agree that by execution of this Agreement, they jointly and severally constitute, authorize and empower the Authority as a separate entity, with full powers to enter into contracts, to sue and be sued, and otherwise do all things necessary to carry out the duties delegated hereunder.

**1.3** By entering into this Agreement, none of the parties 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, Sections 41-4-1, *et.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities

between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by federal, state, local, or common law and the New Mexico Tort Claims Act. The parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

Any privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the parties to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreements Act, Sections 11-1-1 to 11-1-7, NMSA 1978.

**1.4** The area to which the consolidated communication services shall be supplied shall be Taos County, New Mexico the area designated as Exhibit 1 hereto.

## **2. BOARD OF DIRECTORS**

**2.1** The Board of Directors shall consist of seven members; provided, however, that in the event a party terminates its participation in this Agreement pursuant to paragraph 9.2 of this Agreement, the size of the Board of Directors shall be reduced by the number of directors the terminating party has the right to appoint under paragraph 2.2 of this Agreement. All members of the Board shall be residents of the County and may be, but do not have to be, a resident of one of the municipalities. Four of the directors shall be full time employees of any of the following criminal justice agencies:

- A. A Municipal Police Department;
- B. The Taos County Sheriff's Department;
- C. A municipal Attorney's Office or the District Attorney's Office;
- D. The District Court, a Magistrate Court or a Municipal Court;
- E. The New Mexico State Police Department;



- F. The Taos County Detention Center, or
- G. A State or Federal probation or parole Division or Department.

**2.2** The members of the Board of Directors shall be selected as follows:

The Board of County Commissioners shall appoint two directors. One of the directors shall be a full time employee of a criminal justice agency (criminal justice position) and one shall represent the county volunteer fire departments (volunteer fire department position). The Town of Taos shall appoint two directors. One of the directors shall be a full time employee of a criminal justice agency (criminal justice position) and one shall not be employed by a criminal justice agency (at large position). The Village of Taos Ski Valley shall appoint one director who is not employed by a criminal justice agency (at large position). The Village of Questa shall appoint one director who is a full time employee of a criminal justice agency (criminal justice position). The six directors named herein shall appoint the seventh director (a criminal justice position).

**2.3** The term of office for members of the Board of Directors shall be indefinite. All members of the Board of Directors shall serve at the pleasure of the entity that appointed them and they may be replaced at any time by formal action of their appointing entity. All directors shall serve until their successor has been appointed and formally taken office.

**2.4** In the event of the death or resignation of a director, or three consecutive absences from duly called meetings, the entity that appointed the director shall thereupon appoint a director to replace the vacated position.

**2.5** The Board of Directors shall elect one member as Chairman, one member as Chairman Pro-tem and one member as Secretary of the Board, Officers shall be elected every two years. A special election shall be held if there is a vacancy in an office prior to the expiration of a regular term of office.

### **3. GENERAL POWERS OF BOARD OF DIRECTORS**

**3.1** The affairs of the Authority shall be conducted by the Board of Directors.

**3.2** The Board of Directors may adopt By-Laws and Rules and Regulations as it deems necessary to conduct the affairs of the Authority.

**3.3** Each director, or their representative, shall have one vote.

#### **4. POWERS OF THE AUTHORITY**

The Authority shall be empowered and authorized to:

**4.1** Establish and operate a Consolidated Communication Center to provide emergency and law enforcement communications for the County, and the areas represented by the local governing bodies.

**4.2** Exercise the rights and powers granted to a "local governing body" under the Enhanced 911 Act.

**4.3** Contract for the installation and operation of an enhanced 911 systems and other emergency and law enforcement communications equipment.

**4.4** Pay for such equipment, software, installation of equipment and software, maintenance agreements, and related services by way of a lease, purchase or lease-purchase subject to the provisions of the Procurement Code.

**4.5** Administer the funds provided for enhanced 911 services by the Enhanced 911 Act

**4.6** Money received from the enhanced 911 fund shall all be spent in accordance with rules adopted by the Local Government Division of the Department of Finance and Administration.

**4.7** In addition, the Authority may do any other act as may be necessary to provide effective and efficient emergency and law enforcement communications; including, but not limited to, the contracting with equipment vendors and service suppliers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder,

**4.8** The Authority may enter into contracts with other governmental public safety agencies to provide communication services at a cost to be determined by the Authority.

**4.9** The Authority shall not have the right or authority to force the relinquishment, reassignment, relicensing or use of any radio frequency or frequencies that are presently licensed to any of the parties to this Agreement or any of their agencies.

**4.10** The Authority shall have the right to implement the Memorandum of Understanding entered into by the County and the Town of Taos attached hereto as Exhibit 2.

## **5. BUDGET AND OPERATING COSTS**

**5.1** If there is a dedicated source of funding, including but not limited to a County Emergency Communications and Emergency Medical Services Gross Receipts Tax (the G.R. tax) then the annual budget of the Authority shall be submitted to the Board of County Commissioners of Taos County and shall not be effective until approved by the Board of County Commissioners. Unless otherwise provided in this Agreement, the County shall provide the funds that are necessary for the Authority's administrative and operational expenses from the revenue generated by the County Emergency Communications and Emergency Medical Services Gross Receipts Tax (the G.R. tax), if implemented. The Authority shall pay a reasonable fee each fiscal year, to be determined by the Authority's Board of Directors, to compensate the County for the administrative support services the County has provided to the Authority during the preceding fiscal year.

**5.2** If there is a dedicated source of funding, including but not limited to a County Emergency Communications and Emergency Medical Services Gross Receipts Tax (the G.R. tax) the County shall allocate a percentage, not less than 50%, of the G.R. tax to fund the Authority's administrative and operational expenses and a percentage of the G. R. tax to fund the ambulance service. Those percentages shall total 100%. The Board of County Commissioners may adjust the percentage of the tax allocated to the

communications fund and the ambulance service fund as necessary in the future to meet the funding requirements for both services. If the County Emergency Communications total tax fund is not sufficient to meet the Authority's operating budget for any fiscal year, the County and the local governing bodies shall jointly contribute the amount necessary to meet the Authority's operating budget. The amount of each entity's FY 2013-2014 contribution shall be determined by applying the following percentages to the total amount of the required contribution, and thereafter as determined by the Board:

<b><u>Entity</u></b>	<b><u>Percent</u></b>
The County	53%
The Town of Taos	43%
The Village of Questa	2%
The Village of Taos Ski Valley	<u>2%</u>
TOTAL	100%

**5.3** If the County terminates its participation in this Agreement, the County shall, notwithstanding its non-participation, continue to provide the funds set out in this Agreement at Section 5.1 that is reasonably necessary for administrative and operational expenses.

**5.4** The parties hereto shall contribute an annual sum to the Authority's Capital Equipment Fund. The annual contribution will be due on August 1 of each fiscal year. For the fiscal year 2013-2014, the annual sum shall be as determined by the Board. For subsequent fiscal years, the annual contribution shall be the sum as determined by the Board adjusted to the most recent Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by the U.S. Department of Labor, Bureau of Labor Statistics. If this index is discontinued, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. Dollar as may then be available in order to carry out the intent of this provision.

**5.5** When the Authority has purchased a Multijurisdictional Integrated Public Safety Information System (MIPSIS) which is utilized to connect all public safety agencies in Taos County to one records system, or some similar record system, the records portion of the system will be maintained on the computer in the County.

**5.6** There will be a continuing annual maintenance cost for software, communications circuits and the computer for the MIPSIS computer, or some similar system, at the communications center. The County shall pay 33% of the yearly maintenance cost as part of the operating costs of the communications center and 67% of the yearly maintenance costs shall be divided among the using agencies (including County agencies) based upon the number of service calls for each agency during the previous year. If funds are available annually from the G.R. Tax proceeds to cover the entire MIPSIS, or some similar system, maintenance cost, the Authority may include the entire amount in its annual budget and no contribution will be required from the participating agencies.

## **6. OPERATING EQUIPMENT AND ACCESS TO COMMUNICATIONS SYSTEMS**

**6.1** All of the Communication Center equipment presently installed and subsequently installed in the consolidated communication center facility shall remain in the facility should any of the parties to this Agreement choose to cease its participation in the communications system.

**6.2** Each entity shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the communications center.

**6.3** DPS may provide access to the statewide microwave system to allow the communication center to dispatch the New Mexico State Police. Any and all costs of connection to and maintenance of access to the statewide microwave system shall be paid by DPS.

**6.4** The Authority shall pay all costs of the communications center NCIC line. The costs of any additional lines and the costs of any future upgrades and line changes will be negotiated with DPS, but the final decision shall be made by the Authority. DPS will

not be responsible for any of the costs of additional lines, upgrades or line changes if DPS provides written notice to the Authority, within 30 days after the Authority's decision, that DPS is terminating its participation as a party under the provisions of paragraph 9 of this Agreement.

**6.5** The Authority shall maintain the CAD software for the MIPSIS computer at the communications center and the Authority will be the contact agency with the software company. The Authority shall have full and final authority concerning all security issues for the CAD at the communications center. The Authority shall be responsible for maintaining all files within the computer at the communications center and shall be responsible for all updates and changes. The County Information Technology staff shall assist the Authority staff with all major end-user application system updates and changes.

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**7.3** The Authority may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds.

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**8.1** The Authority shall maintain adequate and correct accounts of its funds, properties and business transactions. The accounts shall be open to inspection at any reasonable time by the parties hereto, their accountants or their agents. The Authority shall cause an annual audit to be conducted by an independent certified public

accountant licensed by the State of New Mexico. The Authority shall file a copy of said audit with each of the parties.

**8.2** Within ninety days after the end of each fiscal year, the Authority shall prepare and present to the parties a comprehensive annual report of the Authority's activities and finances during the preceding year.

**8.3** The Authority shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.

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paragraph 7.5 of this Agreement. If a member has withdrawn prior to final termination of this Agreement, prior to calculating the final distribution of personal property, the withdrawn member's percentage of contribution shall be divided among the members remaining at final distribution in proportion to the percentage of each remaining member's contribution set out in paragraph 7.5.

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If any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

#### **13. SUPERSEDES ALL PRIOR AGREEMENTS**

This Agreement supersedes all prior Joint Powers Agreements for Consolidated Communications between the parties to this Agreement. On the effective date of this

Agreement, previous Joint Powers Agreement for Consolidated Communications, as amended or extended shall be terminated by virtue of the parties' signatures on this Agreement.

**14. EFFECTIVE DATE**

This Agreement shall be in full force and effect upon execution of this Amendment by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico.

**15. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts which shall be effective as if all signatures were affixed to one original document.

**IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
TAOS COUNTY, NEW MEXICO**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Commission

Approved as to form:

\_\_\_\_\_  
Attorney for Taos County

**ATTEST:**

**TOWN OF TAOS, NEW MEXICO**

\_\_\_\_\_  
City Clerk  
Date:

\_\_\_\_\_  
By: Mayor

Approved as to form:

\_\_\_\_\_  
Attorney for Town of Taos

**ATTEST:**

**VILLAGE OF TAOS SKI VALLEY,  
NEW MEXICO**

\_\_\_\_\_  
**City Clerk**

**Date:**

\_\_\_\_\_  
**By: Mayor**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Village of Taos Ski Valley**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
TAOS COUNTY, NEW MEXICO**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**County Commission**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Taos County**

**ATTEST:**

**TOWN OF TAOS, NEW MEXICO**

\_\_\_\_\_  
**City Clerk**

**Date:**

\_\_\_\_\_  
**By: Mayor**

**Approved as to form:**

\_\_\_\_\_  
**Attorney for Town of Taos**

**ATTEST:**

**VILLAGE OF TAOS SKI VALLEY,  
NEW MEXICO**

\_\_\_\_\_  
**City Clerk**

**Date:**

\_\_\_\_\_  
**By: Mayor**

Approved as to form:

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Attorney for Village of Taos Ski Valley

APPROVED BY THE DEPARTMENT  
OF FINANCE AND ADMINISTRATION

---

By:  
(Title)  
(Date)

ATTEST:

VILLAGE OF QUESTA, NEW MEXICO

---

City Clerk  
Date:

---

By: Mayor

Approved as to form:

---

Attorney for Village of Questa



**November 18, 2013**

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**Title:**

Rescission of Resolution 13-14 Termination of Joint Powers Agreement

**Summary:**

Consideration and approval to rescind Resolution 13-14 (terminating the current Joint Powers Agreement (JPA) for Regional E911 Services on March 1, 2014) to allow the parties the necessary time to negotiate a new JPA.

**Background:**

Pursuant to recent negotiation with Taos County, staff recommends rescinding Resolution 13-14 which terminated the JPA for Regional E911 Service and was adopted by Town Council on February 26, 2013.

**Attachments:**

Click to download

 [Resolution 13-14](#)



## RESOLUTION 13-14

**DIRECTING THE TOWN MANAGER TO NOTIFY ALL OF THE SIGNATORIES TO THE JOINT-POWERS AGREEMENT FOR CENTRALIZED DISPATCH SERVICES THAT THE TOWN WILL TERMINATE THIS AGREEMENT ON FEBRUARY 26, 2014, AND TO CONTINUE WORKING WITH THESE PARTNERS TO REACH A NEW AGREEMENT AS SOON AS POSSIBLE.**

**WHEREAS**, the Town of Taos is the fiscal agent and has been operating the centralized emergency dispatch center under a joint-powers agreement (JPA) since 1998 with the Village of Questa, Village of Taos Ski Valley, and Taos County; and

**WHEREAS**, the JPA was amended in 2008 to extend the expiration date until 2018; and

**WHEREAS**, the centralized emergency dispatch center is in great need of investment for physical improvement, personnel training and certification, job reclassification, and technological upgrading.

**WHEREAS**, the Town of Taos has determined that, under the current conditions, it can no longer afford to operate under the existing agreement and has communicated this concern to all of the JPA signatories; and

**WHEREAS**, the Town of Taos wishes to give proper notice to the JPA signatories that the Town will exercise its termination rights under the current agreement.

**WHEREAS**, the Town of Taos wishes to work with all the JPA signatories to reach a new, equitable and more effective agreement before it terminates the current JPA.

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council that the Town Manager is hereby directed to provide written notice of the following to all of the signatories to the Joint-Powers Agreement:


- I. The Town will terminate the existing JPA on February 26, 2014,
- II. The Town wishes to continue working with the JPA signatories to put in place, as soon as possible, a new agreement so the services incorporated within the current JPA can continue,

III. The Town, per the provision in the current JPA imposing an automatic 7% increase in contributions from all the signatories for the current and upcoming fiscal year and will consider as a breach of the JPA causing immediate termination of the current JPA should this or any other condition or requirement of the JPA not be timely met by any of the signatories.

**PASSED, ADOPTED AND APPROVED**, this 26<sup>th</sup> day of February, 2013 at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales	<u>yes</u>
Councilmember Rudy C. Abeyta	<u>yes</u>
Councilmember Michael A. Silva	<u>yes</u>
Councilmember Frederick A. Peralta	<u>yes</u>

**TOWN OF TAOS**

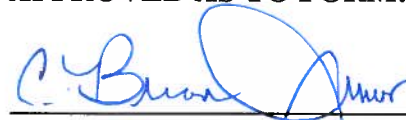
  
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**Darren M. Cordova, Mayor**

**ATTEST:**

  
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**Renee Lucero, Town Clerk**



**APPROVED AS TO FORM:**

  
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**C. Brian James, Town Attorney**