

**JOINT POWERS AGREEMENT  
BETWEEN THE  
CITY OF SANTA FE, NEW MEXICO  
AND THE  
COUNTY OF SANTA FE, NEW MEXICO**

**ESTABLISHING THE SANTA FE REGIONAL EMERGENCY  
COMMUNICATIONS CENTER**

**THIS JOINT POWERS AGREEMENT**, (the "Agreement") is entered into by and between the City of Santa Fe, New Mexico (the "City") and the County of Santa Fe, New Mexico (the "County"), as of the date of execution by the New Mexico Department of Finance and Administration.

**PURPOSES**

The purposes of this Joint Powers Agreement are: to define the terms and conditions for operating, administering and maintaining a joint enhanced 911 Regional Emergency Communications Center; to provide emergency telephone access for the citizens of the City and County; to obtain needed emergency services including fire, EMS and law enforcement services; and to provide for the emergency communications needs of the public safety agencies of the City and County.

**RECITAL**

**WHEREAS**, the parties desire to establish and provide a centralized enhanced 911 communications system and thereby improve public emergency medical service, fire, rescue and law enforcement services to their citizens; and

**WHEREAS**, the parties within their respective jurisdictions may incur costs for the purchase or lease, installation and maintenance of equipment necessary for the establishment of an enhanced 911 communications system at public safety answering points; and

**WHEREAS**, the parties may pay such costs through disbursements from the enhanced 911 fund pursuant to NMSA 1978 63-9d-4 (Cum Sup. 1993); and

**WHEREAS**, the parties may pay necessary network and database costs in amounts approved by the funding party from the network and database fund in amounts approved by the State Board of Finance NMSA 1978 63-9d-4 (Cum Sup 1993); and

**WHEREAS**, in order to improve emergency communications among public safety agencies, the Communications Center and citizens of our community it is in the best interests of the City and County to participate in a jointly combined, operated, administered and maintained regional emergency communications center; and

**WHEREAS**, the parties recognize that a jointly operated regional emergency communications center will be viewed favorably for the purposes of obtaining grants and additional outside funding; and

**WHEREAS**, the City and County, in accordance with and pursuant to the Joint Powers Agreement Act, NMSA 1978, 11-1-1 through 11-1-7, are undertaking to combine their Enhanced 911 emergency communications functions in order to provide efficient and effective emergency communications for the citizens of our community and for its public safety agencies.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:**

#### **ARTICLE I**

##### **ESTABLISHMENT OF REGIONAL E-911 COMMUNICATIONS CENTER**

Pursuant to the New Mexico Enhanced 911 Act, NMSA 1978, 63-9D-41 (et. Seq.) (1993) (the "Act") the Santa Fe Regional Emergency Communications Center District (the "District") is formed as a legal entity for the express purpose of exercising the powers conferred upon local governing bodies by the Act. The District shall oversee operations of Enhanced 911 communications services within the District boundaries and act as the vehicle through which the parties receive funding pursuant to the Act. The District boundaries include the entire City and County of Santa Fe.

#### **ARTICLE II**

##### **A. CREATION OF BOARD:**

The District shall be governed by a board consisting of members from each of the participating funding agencies. The board shall be identified as the Santa Fe Regional Emergency Communications Center Board (the "Board").

##### **B. REPRESENTATIVES:**

The Board is hereby established to provide administrative oversight and direction for the District and shall advise the governing bodies of the City and County on its operation. Each Board member shall have one vote and cannot vote by proxy. The terms of each Board member shall be coincident with their respective terms of office except the at large member who shall serve at the pleasure and upon a consensus of the City and County Managers. A majority of the members shall constitute a quorum

and a majority vote of a quorum present at a duly called meeting shall decide any issue. The Chair shall always be entitled to vote. The Board shall consist of the following:

1. The Police Chief of the City of Santa Fe.
2. The Fire Chief of the City of Santa Fe.
3. The City Manager of the City of Santa Fe.
4. The Sheriff of the County of Santa Fe.
5. The Fire Chief of the County of Santa Fe.
6. The County Manager of the County of Santa Fe.
7. One member shall represent the community at-large and will be appointed by agreement of the City and County Managers.

**C. DUTIES AND POWERS OF BOARD:**

The duties of the Board shall include, but not be limited to, the following:

1. Annually elect one member to act as the Chairperson of the Board.
2. As soon as possible following the first meeting of the Board, the Chairperson shall notify the Department of Finance, Local Government Division and the local exchange telephone company(s) providing local exchange service to the 911 service area within the District boundaries regarding the cost to the Board to purchase, lease, install and maintain necessary Enhanced 911 services pursuant to 63-9D-5 of the Act.
3. Hire, fire and provide direction to the Director of the District on matters of policy and budget, but with the express limitation that the Board shall not directly be responsible for or empowered to make any personnel decisions other than the hiring and firing of the Director.
4. Conduct periodic meetings with staff to receive reports and provide guidance and direction to the Director.
5. Review revenue and expenses and approve an annual budget for the operation of the District, which shall be submitted for approval to the City and County prior to March 1<sup>st</sup> of each year.
6. Ensure proper management and control over the budget and finances of the District.
7. Describe in writing the duties and responsibilities of the Director.
8. Perform an annual performance review of the Director and other periodic reviews as needed.
9. Approve standard operating procedures and policies as developed by the Director for the operation of the District.
10. Approve and submit quarterly reports prepared by the Director to the governing bodies of the City and County.
11. Create and appoint by resolution such committees as it deems necessary.

12. Adopt procedural rules of order for Board meetings and meetings of any committees under the Board.
13. Adopt and comply with an annual Open Meetings Act Resolution.
14. Coordinate compliance through the Director of any Public Records Request.
15. Establish, budget for and acquire insurance in amounts and with coverage appropriate to the risks assumed by the Board and District in their operations.
16. Establish appropriate personnel and procurement policies to safeguard the rights of employees and assets.
17. Coordinate compliance with and take all requisite actions pursuant to the Act.
18. Determine whether to allow collective bargaining and whether to create a labor relations board if the Board elects to allow collective bargaining.

**D. MEETINGS:**

1. The Board shall meet regularly but no less than quarterly (or at the call of the Chairperson upon proper notice and in compliance with the Board's duly adopted Open Meetings Act resolution).
2. The Board shall cause minutes of all meetings to be kept and shall provide copies of said meeting minutes to both City and County Clerks for retention as public records.
3. All Board meetings shall be held in accordance with the New Mexico Open Meetings Act.

**E. LIMITATION TO POWERS OF THE BOARD:**

1. The Board shall not be involved in the day-to-day management of the District except as outlined above and shall only have such powers as have been expressly delegated by the City and County pursuant to this agreement, along with such incidental powers as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

**ARTICLE III**

**ORGANIZATION OF DISTRICT**

**A. DISTRICT DIRECTOR:**

The director of the District (the "Director") shall be responsible for the day-to-day operation and management of the District. The duties of the Director shall include, but not be limited to, the following:

1. Planning, directing and managing the activities of the District.
2. Hiring, firing, disciplining and training all District employees.
3. Assigning, scheduling and supervising District employees.
4. Maintaining a liaison with all agencies utilizing the communications center.
5. Reporting to the Board on matters related to management and finances, including the budget, operations and equipment associated with the operation of the District.
6. Preparing an annual budget and submitting it to the Board for approval prior to submission to City and County governing bodies for approval.
7. Acting as the Central Purchasing Officer for the District at such time as the District elects to employ its own financial officers and to relieve the City of its duties as Fiscal Agent.
8. Delegating and performing the preceding and such other functions as may be reasonably necessary for the implementation of the purposes of this Agreement.

**B. DISTRICT PERSONNEL:**

The parties agree that the staffing of the District may include the hiring of existing dispatch employees of the City and County. In order to facilitate the orderly transition from City and County dispatch to a regional emergency communications center, the parties agree that notwithstanding any City or County rules to the contrary the District, through the Director, shall make initial offers to all existing City and County employees for employment with the District. Said offers shall be for employment at not less than the employee's current hourly salary rate. In order to compensate the City and County employees for accrued annual leave and sick leave, the offer shall include an offer to provide said employees with an amount or initial annual and sick leave equal to the amount they have accrued as of the date of the offer with the City or County as the case may be. Respective agencies will transfer balance of leave in an amount equal to the cost of such leave to the District for employees hired by the District from the City or County. >

District staff shall be employees of the District and shall be subject to the personnel rules and regulations of the District and the policies, procedures and guidelines for operation of the District as approved by the Board. Until such time as the District develops its personnel policies, rules and regulations, the personnel policies, rules and regulations of the County shall govern (excepting only making the initial employment offers). >

## ARTICLE IV

### FINANCING OF THE DISTRICT

#### A. FISCAL AGENT:

The City shall act as the Fiscal Agent for the District and shall collect all revenues accruing to, make all disbursements for and be responsible for financial reports pertaining to the operations of the District until such time as the District has a self-supporting finance department and staff.

#### B. FINANCIAL RESPONSIBILITY OF CITY AND COUNTY:

1. In Consideration of this Agreement, the City agrees to provide payment of cash equal to sixty-nine percent (69%) and the County agrees to provide payment of cash equal to thirty-one percent (31%) of the estimated operating expenses of the District for each of the first two fiscal years or until such time as the District is able to assess the actual operating expenses to the parties based upon the number of calls received within the jurisdiction of the City, but in no event sooner than one year after the commencement of operations, and in accordance with paragraph 2., below. Said estimate of operating expenses shall be explicitly set forth in each annual budget prepared by the Director.
2. Once the District is able to assess the actual operating expenses to the parties based upon the proportion of City and County calls received by the District, the financial responsibility of the City and County shall be in proportion to the number of calls generated in their respective jurisdictions. Thereafter, each annual budget shall be prepared based upon the proportion of calls received by each party in the preceding fiscal year. A reconciliation of accounts shall be made upon expiration or termination of this Agreement.
3. It is understood that the parties to this Agreement may make capital expenditures for the Regional Emergency Communication Center necessary for the transition to operation of said facility by the District prior to the actual first day of joint operation. It is herein agreed that each party shall pay an equitable share of the up front capital costs for equipping the new Center prior to the first day of operation. It is not known at the present the exact procedure for equitable distribution of these transition and start up costs. However it is expected that each party shall pay an equitable amount for the capital and operating expenditures, excluding the building cost for which the County shall be solely responsible, necessary for start up and operation of the new Center. Therefore, the responsibility for expenditures made by the parties to this

Agreement prior to the opening of the new Regional Emergency Communication Center shall be the subject of negotiations by and between the parties through their designated Board representatives who shall collectively be known as the "Transition Team". The Transition Team shall be charged with resolving the financial issues of the parties prior to the first day of operation of the Regional Emergency Communications Center as it is the intention of the parties to have any equitable adjustments, credits, or other compensation issues resolved prior to the opening of the new Regional Emergency Communication Center so that the District may begin its operation free from all claims, liabilities, expenses or encumbrances due to prior expenditures, work, construction, purchases or appropriations made individually or collectively by the City and County and leading up to the opening of the Regional Emergency Communication Center. The Transition Team shall complete negotiations satisfactorily as determined by both parties on or before December 31<sup>st</sup>, 2001. Failing successful negotiations this Agreement shall be null and void effective January 1, 2002.

4. The County shall pay all necessary cost for constructing the building to house the new Center. The District shall lease space in the building and pay to the County annually an amount based on the square footage utilized by the District as determined by the Transition Team.
5. It is the intention of the parties to pool all financial resources garnered from the State of New Mexico and any and all such other funding or grant agencies including but not limited to disbursements from the enhanced 911 fund as may make contributions to the cost or expense of operations other than the parties themselves including, but not limited to, disbursements from the enhanced 911 fund. Such funds are to be the property of the District itself and neither party shall be entitled to a credit, offset, deduction or other compensation for said funds regardless of who solicited, applied for, sought or obtained said funding.

**C. SHARED FINANCIAL RESPONSIBILITY FOR DIRECTOR'S SALARY:**

Notwithstanding the agreement to split costs in proportion to calls pursuant to Section IV B. above, the County and City each agree to pay one-half of the estimated yearly compensation of the Director (to include salary and benefits) which amount shall not be included in the preceding estimate of operating expenses or division of proportionate financial responsibility.

**D. ACCOUNTABILITY OF FUNDS:**

As long as the City is Fiscal Agent, it shall be strictly accountable for all funds disbursed pursuant to this Agreement and shall maintain appropriate records thereafter as prescribed by law.

**E. NATIONAL CRIME INFORMATION CENTER:**

The National Crime Information Center (NCIC) functions of the District will be contracted to the New Mexico Department of Public Safety.

**F. MUTIPLE STREET ADDRESS GUIDE:**

The District shall be responsible for maintaining, updating and providing the necessary information to the telephone company as needed to maintain an accurate Street Address Guide for both the City and County.

**ARTICLE V**

**TERMS OF AGREEMENT**

**A. TERM:**

This Agreement shall not become effective until approved by the Secretary of the New Mexico Department of Finance and Administration. The term of this Agreement shall be indefinite unless terminated as hereinafter provided.

**B. TERMINATION:**

This Agreement may be terminated by either party upon delivery of a written notice to the other party at least 180 days prior to the intended date of termination except as otherwise noted in Article IV, Section B.3. By such termination, neither party may nullify or avoid any obligations required to have been performed prior to termination.

**C. LIABILITY:**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, section 41-4-1, et seq., NMSA 1978, as amended and the express immunity granted pursuant to 63-9D-10 of the Act.

**D. AMENDMENT:**

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

**E. APPROPRIATIONS:**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the governing bodies of the City and County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by one party to the other. Either of the party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

**F. GOVERNING LAW:**

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.

**G. STATUS OF AGREEMENT; JPA ACT:**

The parties acknowledge and agree that this Agreement constitutes an "agreement": as that term is used in the New Mexico Joint Powers Agreements Act, Section 11-1-1 through 11-1-7 NMSA 1978 (the "JPA Act").

**H. ACCOUNTABILITY:**

During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

**I. DISTRIBUTION OF RESIDUAL PROPERTY:**

At the end of the term, the parties will distribute and dispose of all property acquired in connection with this Agreement. If any property is acquired in connection with this Agreement, the division or distribution of which is not specifically provided for in this Agreement, then such property shall be distributed to the party that acquired it; or if the property was acquired by more than one party, the property shall be distributed to each party in accordance with that party's pro rata share of acquisition and maintenance costs, if any, unless otherwise agreed by the parties.

**J. CONFORMITY WITH JPA ACT:**

The parties intend that this Agreement conform in all respects with the JPA Act; and that this Agreement shall be construed and enforced in conformity with the JPA Act. In case of any inconsistency between this Agreement and the JPA Act, the provisions of the JPA Act shall control and this Agreement shall be deemed amended so that such controlling provisions of the JPA Act are incorporated into and made part of this Agreement, and any inconsistent provisions of this Agreement are deleted as and to the extent of the inconsistency.

**K. ALTERNATIVE DISPUTE RESOLUTION:**

The parties agree that in the event the terms and conditions of this Agreement are disputed, including but not limited to all financial calculations, expenditures, bills and related matters, the parties will attempt to resolve the dispute through mediation and in the event the mediation fails will agree to binding arbitration. Notwithstanding the foregoing, the decision of either party to terminate this Agreement under Article V, Section B, or the decision of either party as to whether sufficient appropriations are available and its effect on the other party under Article V, Section E, shall not be subject to mediation or binding arbitration.

IN WITNESS WHEREOF the parties have executed this Agreement as the dates documented below.

CITY OF SANTA FE:

COUNTY OF SANTA FE:

  
LARRY A. DELGADO, MAYOR

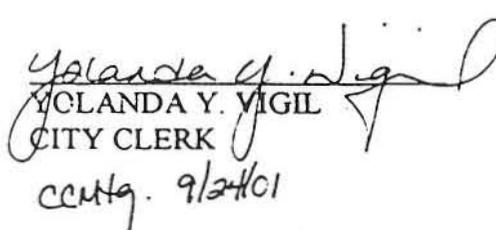
  
PAUL DURAN, CHAIR  
SANTA FE COUNTY COMMISSION

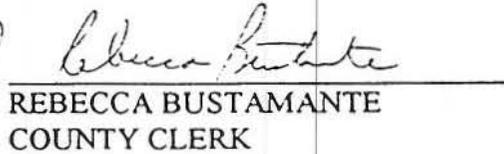
DATE: 9.28.01

DATE: 10/30/2001

ATTEST:

ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK  
ccntg. 9/24/01

  
REBECCA BUSTAMANTE  
COUNTY CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*PD*

*St Kopelman*

PETER A. DWYER  
CITY ATTORNEY

STEVE KOPELMAN  
COUNTY ATTORNEY

THIS AGREEMENT HAS BEEN  
APPROVED BY:

STATE OF NEW MEXICO  
DEPARTMENT OF  
FINANCE & ADMINISTRATION

BY: *DR Rodriguez*

DATE: *11/5/01*

*OK  
SOS  
11/05/01*