



**Henry P. Roybal**  
*Commissioner, District 1*

**Miguel Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

**DRAFT WHITE PAPER**  
**ON THE**  
**REGIONAL EMERGENCY COMMUNICATIONS CENTER**

**May 18, 2015**

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**BACKGROUND**

In November of 2001, the City and County of Santa Fe entered into a Joint Powers Agreement (the "JPA" or the "Agreement"), "Exhibit A", for the purpose of defining the terms and conditions of operating, administering, and maintaining a Joint Enhanced 911 Regional Communications Center. This JPA created and established the Regional Emergency Communications Center, (the "RECC" or the "Center"), as a legal entity separate from the City of Santa Fe and Santa Fe County. The Center was organized to operate under the guidance and direction of a joint City/County Board of Directors whose primary function was to provide the emergency communications needs of the public safety agencies of both governments. The original Board of Directors was comprised of the Chiefs from the City and County Public Safety Agencies, the City and County Managers, and a civilian at-large. Initially, the City of Santa Fe performed the duties of fiscal agent, handling the financial transactions and personnel functions. The facility was constructed by the County, with County funds, and leased back to the Center. Funding was planned and executed as a joint contribution based on call volume, where all costs would be shared pursuant to the percentages outlined in the JPA. Operational costs, facility lease and utilities, along with staff salary and benefits were split 69% the City of Santa Fe and 31% the County of Santa Fe based on the actual call volume within the Center. Capital expenses and the salaries of the Director and Management Information Systems Administrator were split evenly (50/50).

In August of 2006, the Board of County Commissioners passed Resolution 2006-140, "Exhibit B", to consider adoption of an ordinance enacting a countywide tax of one quarter of one percent of gross receipts for "operation of an emergency communication center" and "operation of emergency medical services provided by Santa Fe County" in 2007 upon voter approval. The City of Santa Fe objected to the imposition of the proposed tax unless the County

dedicated funds from the tax to cover the entire cost of operations of the Center. Therefore, in October of 2006 the Santa Fe County Board of County Commissioners and the Governing Body of the City of Santa Fe executed a Joint Resolution, "Exhibit C", in which both parties agreed, in the event the County's proposed Countywide Emergency Communications and Emergency Medical Gross Receipts Tax (the "Tax") was approved by the voters, the County would be "...solely responsible for the costs of the day to day operation of the RECC." The Resolution went further to say that the County would become the fiscal agent for the RECC, and the employees of the RECC would be taken on as County employees. The voters subsequently approved the Tax thereby prompting, in July 2007, the First Amended and Restated Joint Powers Agreement of the RECC, "Exhibit D", which stated all operational costs of the Center would now be covered solely by the County. Only capital purchases would still be shared by the entities pursuant to the Agreement. The City and County would equally provide funds for capital expenditures.

In May of 2008, the Joint Powers Agreement, was amended a second time, "Exhibit E", to include the Town of Edgewood and the provision of communications services for their newly developed Police Department. The Town's Police Chief took a seat on the RECC Board of Directors, and changes related to funding included that for Capital Expenditures the Town of Edgewood would now contribute 20%, not to exceed \$100,000.00 (maximum contribution by Edgewood is \$20,000.00). The City of Santa Fe and Santa Fe County would then equally split the remainder.

## **ISSUES**

There are several concerns from all parties to the Second Amended and Restated Joint Powers Agreement Concerning the Operation of the Santa Fe Regional Emergency Communications Center (RECC) between the Governing Body of the City of Santa Fe, New Mexico, the Town of Edgewood, New Mexico and the Board of County Commissioners of Santa Fe County, New Mexico, "Exhibit E" that have arisen out of the changes to the Agreement since July 2007 that were not contemplated at the execution of the First Amended and Restated Agreement. All of which continue to compound as time progresses and the issues have remained contractually unaddressed between the parties to the agreements. Detailed below, in no particular order are these issues. However, the one issue that reoccurs throughout this white paper is one of equity in funding capital and operations of the Center and its impact on decision making.

Capital funding contributions have constantly been an agenda item at RECC Board of Directors meetings, and have appeared on several joint City/County Meeting agendas as well. Between October 2010 and November 2014, discussion and resolution of this item was tabled at every RECC Board and City/County joint meeting pending discussion and agreement between the City and the County's respective governing bodies. Although both an agreement and a policy outlining a mechanism for carrying out Capital Purchases were drafted and approved by the RECC Board of Directors, (with input by City, County, and RECC legal representatives) full support of RECC equipment remains an issue. Although most equipment purchases are shared, ongoing maintenance and support of that equipment has been considered by the City, an

do the same for the Town of Edgewood. As stated earlier, however, the Tax funds more than just the operations of the RECC. The 2006 ballot question proposing the Tax was brought forward by the Board of County Commissioners to the voters to fund the Santa Fe County Fire Department and the Santa Fe County portion of expenses of the Center. The City of Santa Fe disagreed with the County bringing forward a tax that went across the incorporated area without the County funding all of the City of Santa Fe's costs so the County and City amended the JPA to its current form. The amendment made no such provision for the Town of Edgewood, it does not have a cap to the level of funding and it does not have an end date to encourage the parties to revisit it.

The final issue to be illuminated in this white paper is one of governance structure. Elected Officials from the parties to the Agreement have indicated a need to change the makeup of the Board of Directors. As stated earlier in this memorandum the RECC Board of Directors is comprised of predominately appointed staff and one elected official and one member at large. It has been suggested that the Board of Directors should include at least one elected official from the governing bodies that are parties to the Agreement. This step, if agreed upon by all parties would require an amendment to the Joint Powers Agreement.

## **SUMMARY**

Overall, the changes to the Joint Powers Agreement, and the subsequent transition to complete County operational funding responsibility, financially overburdened the County, released the City from financial accountability, set forth an inequity that hampers operational and capital funding decision making by the Board of Directors and governing bodies that are parties to the Agreement. The City of Santa Fe, since the changes, has no financial responsibility for the operation, maintenance, or expansion of the Center, even though the City makes up the majority of the Center's call volume and workload. Without financial responsibility from the City it is hard to justify City priorities over County priorities at budget time. Attempts have been made by the County on numerous occasions to discuss the issue in public and by proposing draft amendments to the Agreement to City staff. The City of Santa Fe, however, has not been forthcoming in discussing the issue or responding to the draft amendments.

The County's positions on the issues stated above are that the terms of the Second Amended and Restated Joint Powers Agreement must be re-negotiated by all parties to more equitably share the overall operational and capital funding of the Center, to place a cap on the amount of funding the Center should receive from the Tax, to reinstate a more comprehensive budget approval process that provides ownership by all entities that are a part of the Center, to engage other parties to the Agreement in the Union Bargaining Unit negotiations for staff compensation, benefits and training and to address the Board of Director's composition and authority. The position of the City as stated by City staff has been that, while there are issues as stated above that hamper decision making and progress, the Amended Agreement was forged as a condition of the County enacting the Tax, the Tax is still in effect, and therefore there is no compelling reason to substantially amend the Agreement at this time.

operational cost, and therefore covered solely by the County. Any recommendations to the Board of Directors for capital improvements that increase operational costs are met with ambiguity and indecisiveness due to the fact the County bears the entire ongoing costs from a County funding source that also finances County Fire Department operations. County board members on the RECC do not have the authority to prioritize the County's budget between the two competing functions.

Operationally, the budget approval process presents issues as well. Prior to the First and Second Amended JPA, the budget funding approval process was dedicated and clear. In accordance with the original JPA, the operational and capital purchase budget requests were prepared and presented to the RECC Board of Directors for approval. Once RECC Board approval was obtained, a presentation would be given to the City Council and County Commission for approval of the RECC budget. Once the proposed budget was approved by both governing bodies, the City and County would transfer their proportionate share of the budget into the RECC account for use as approved for that fiscal year.

After the First Amended JPA was executed, the process became more convoluted. Although the annual budget and supplemental capital purchases requests are still prepared and presented to the RECC Board of Directors, because the operational funding is now the sole responsibility of the County, no longer is approval by the City Council required. Instead, the budget request is part of the County budget process and has little to no RECC Board of Directors or City Council involvement when the Board of County Commissioners approves annual budgets. Additionally, because the County is now responsible for all operational costs, approval and procurement of critical purchases for equipment, programs, applications and licenses have become harder to obtain because they compete with other county functions for the same limited county resources. Financial responsibility for equipment purchases approved by the RECC Board of Directors has fallen solely on the shoulders of the County. Even if the initial cost of implementation was shared, ongoing maintenance and support has to be carried solely by the County.

An additional issue that has created inequity since the second amendment to the JPA is the staff and functions of the RECC have outgrown the existing square footage of the Center. The County owns the facility and it is an integral part of the County's Public Safety Complex. In order to accommodate the space needs of the RECC the County appropriated \$2.5 million of County Capital Outlay Gross Receipts Tax revenue in FY2013 to facilitate an expansion to the Center. This capital cost is once again being borne solely by the County yet the call volume and workload handled by the Center is predominately generated within the City limits of Santa Fe which has increased the need for additional staffing and space. Under the original agreement the Center leased the space from the County thereby equitably compensating the County's other financing sources for advance funding the infrastructure of the Center. Under the current JPA configuration no such compensation from other parties to the JPA back to the County exists.

Other issues have been brought forward that also need to be addressed. One is that the Town of Edgewood has indicated its dissatisfaction with the financial structure of the Second Amended and Restated JPA. The Town Officials have expressed their concern for the lopsided nature of the Agreement and feel if the Tax covers operations for the City of Santa Fe it should

## **RECOMMENDATIONS**

Santa Fe County recommends the governing bodies fully re-negotiate the terms of the Joint Powers Agreement to incorporate equitable distribution of the operational and capital costs of the Center to all parties and to include a cap on the amount of funding the Center shall receive from the Tax. The negotiations should also address the composition and powers of the Board of Directors as the governing body of the RECC and address all aspects of the financial, operational, and functional concerns that have been raised since the inception of the Regional Emergency Communications Center in 2001. The County further recommends the governing bodies of the parties to the Agreement appoint negotiating teams to include two elected officials from the governing bodies, appropriate staff and the chief executive officer/manager from each entity. Santa Fe County also recommends a date certain, prior to the FY17 Budget requests in March of 2016, to complete the negotiations and amend the Agreement by all parties, so the entities may incorporate the amended funding into their respective FY17 budgets.

## **ATTACHMENTS**

- 1) Exhibit A – Joint Powers Agreement Between the City of Santa Fe, New Mexico and the County of Santa Fe, New Mexico
- 2) Exhibit B – Santa Fe County Resolution No. 2006-140
- 3) Exhibit C – Joint Resolutions of the City of Santa Fe, NM Resolution No. 2006-125 and County of Santa Fe, NM Resolution No. 2006-164
- 4) Exhibit D – First Amended and Restated Joint Powers Agreement Concerning the Operation of the Santa Fe Regional Emergency Communications Center (RECC) between the Governing Body of the City of Santa Fe, New Mexico and the Board of County Commissioners of Santa Fe County, New Mexico
- 5) Exhibit E - Second Amended and Restated Joint Powers Agreement Concerning the Operation of the Santa Fe Regional Emergency Communications Center (RECC) between the Governing Body of the City of Santa Fe, New Mexico, the Town of Edgewood, New Mexico and the Board of County Commissioners of Santa Fe County, New Mexico,

**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.

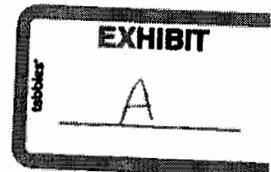
**RECITAL**

**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 of 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. MULTIPLE 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:**

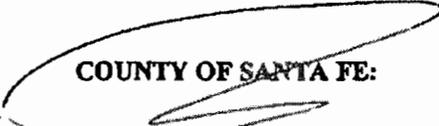
The parties intend that this Agreement conform in all respects with the JPA Act; and that this Agreement shall be construed and enforced in conformity with the JPA Act. In case of any inconsistency between this Agreement and the JPA Act, the provisions of the JPA Act shall control and this Agreement 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.

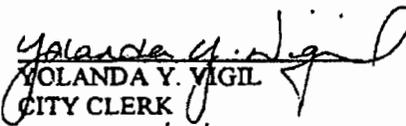
**IN WITNESS WHEREOF** the parties have executed this Agreement as the dates documented below.

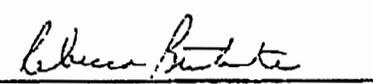
**CITY OF SANTA FE:**  
  
LARRY A. DELGADO, MAYOR

**COUNTY OF SANTA FE:**  
  
PAUL DURAN, CHAIR  
SANTA FE COUNTY COMMISSION

DATE: 9.28.01

DATE: 10/30/2001

**ATTEST:**  
  
YOLANDA Y. VIGIL  
CITY CLERK  
ccmtg. 9/24/01

**ATTEST:**  
  
REBECCA BUSTAMANTE  
COUNTY CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*Mr*  
PETER A. DWYER  
CITY ATTORNEY

*St Kopelman*  
STEVE KOPELMAN  
COUNTY ATTORNEY

THIS AGREEMENT HAS BEEN  
APPROVED BY:

STATE OF NEW MEXICO  
DEPARTMENT OF  
FINANCE & ADMINISTRATION

BY: *J Rodriguez*

DATE: *11/5/01*

*OK  
SOS  
11/05/01*

## RECC Proposed Budget FY03 Based on hiring all 51 employees + Director & MIS

Existing Personnel Expense versus Projected FY03 (worst case scenario, hire all current employees)

Expenditure Classification	FY02 City Existing	FY02 County Existing	FY02 City & County Combined	FY03 Projected
Personnel Salary/Benefits	\$1,567,262.00 <sup>1</sup>	\$456,000.00 <sup>2,3</sup>		\$2,114,000.00
Director				\$90,000.00
MIS				\$70,000.00
<b>Total Personnel</b>	<b>\$1,567,262.00</b>	<b>\$456,000.00</b>	<b>\$2,023,262.00</b>	<b>\$2,274,000.00<sup>4</sup></b>

- 1 Does not include administrative cost of PD oversight
- 2 Does not include administrative cost of SO oversight
- 3 Includes \$76,000.00 in overtime cost
- 4 Unknown, probably included in City PD Budget?
- 5 Unknown, included in Judicial Complex Budget?
- 6 Based on City's current average salary + benefits of \$41,451.00 for 51 floor employees

RECC FY03 Combined Personnel Salary & Benefits Cost Breakdown based on percentage rate based on hiring all 51 current employees plus Director and MIS fte.

	%	Floor Personnel	Director 50%	MIS 50%	Total
City of Santa Fe	69%	\$1,458,660.00	\$45,000.00	\$35,000.00	\$1,538,660.00
Santa Fe County	31%	\$653,340.00	\$45,000.00	\$35,000.00	\$733,340.00
					<b>\$2,274,000.00</b>

RECC FY03 Combined Operating Expense Cost Breakdown based on percentage rate

	%	Utilities \$100,000	Uniforms \$10,000	Lease Space \$45,000 <sup>1</sup>	Maintenance \$30,000	Office Sup \$10,000	Total
City of Santa Fe	69%	\$69,000.00	\$6,900.00	\$31,050.00	\$20,700.00	\$6,900.00	\$134,550
Santa Fe County	31%	\$31,000.00	\$3,100.00	\$13,950.00	\$9,300.00	\$3,100.00	\$60,450
							<b>\$195,000</b>

1 \$450,000.00 cost amortized over 10 years @ 0% interest

RECC FY03 Capital Expense

	%	Furniture \$250,000	Equipment \$850,000	Total	State Grant minus \$280,000	New Total
City of Santa Fe	50%	\$125,000	\$425,000	\$550,000	-\$140,000	\$410,000
Santa Fe County	50%	\$125,000	\$425,000	\$550,000	-\$140,000	\$410,000
		<b>\$250,000</b>	<b>\$850,000</b>	<b>\$1,100,000</b>	<b>-\$280,000</b>	<b>\$820,000</b>

Regional Dispatch District  
Financial Projections

69% 31% Split

1st Year

<b>Revenues</b>	
City Contribution	2,098,085
County Contribution	1,223,051
Grant	560,000
<b>Total Revenues</b>	<b><u>\$ 3,881,136</u></b>

**DRAFT**

<b>Expenses</b>	<b>County Share</b>	<b>City Share</b>	<b>Grant</b>	
<b>Personnel</b>				
Dispatchers/Sup.	\$ 1,869,224	\$ 579,459	\$ 1,289,765	
	Based on Budget Projection Sheet - ALL EMPLOYEES (50 employees which includes County Employees)			
Director	\$ 90,000	\$ 45,000	\$ 45,000	
MIS Administrator	\$ 70,000	\$ 35,000	\$ 35,000	
Overtime	\$ 94,202	\$ 20,202	\$ 65,000	
Shift Diff.	\$ 60,724	\$ 15,724	\$ 35,000	
<b>Total Personnel</b>	<b><u>\$ 2,174,160</u></b>	<b><u>\$ 704,385</u></b>	<b><u>\$ 1,469,765</u></b>	<b><u>\$ -</u></b>
Supplies	17,391	5,391	12,000	
Uniforms	11,595	3,595	8,000	
Maintenance-Bldg.				
Cleaning Bldg.				
Maintenance-Equip.				
Training				
Travel				
Liability Insurance	50,000	15,500	34,500	(est)
Fiscal Agent Costs	68,000	21,080	46,920	(est)
Lease Building	50,000	-	50,000	(est)
Capital Equipment List	1,500,000	470,000	470,000	560,000
<b>Software List</b>				
Inv. Exempt Equipment				
Professional Services				
Utilities	10,000	3,100	8,900	
	<u>3,881,136</u>	<u>1,223,051</u>	<u>2,098,085</u>	<u>560,000</u>

**Footnote**

Annual Cost to City	
FY01/02	1,404,629
Less County Contribution	<u>(100,000)</u>
	<u>1,304,629</u>

SANTA FE COUNTY, NEW MEXICO

RESOLUTION NO. <sup>2006-</sup>140

DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY, NEW MEXICO (THE "COUNTY") TO CONSIDER FOR ADOPTION AN ORDINANCE ENACTING A COUNTYWIDE EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES TAX; AND AUTHORIZING AND DIRECTING THE PUBLICATION, IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE COUNTY, OF A NOTICE OF MEETING TO BE HELD ON SEPTEMBER 12, 2006 TO CONSIDER SUCH ORDINANCE.

WHEREAS, pursuant to subsection A of Section 7-20E-22 NMSA 1978 (the "Act"), the governing body of an eligible New Mexico county may enact ordinances imposing an excise tax not to exceed one-fourth percent of the gross receipts of a person engaging in business in the County for the privilege of engaging in business, which tax may be referred to as the "Countywide Emergency Communications and Emergency Medical Services Gross Receipts Tax"; and

WHEREAS, the County operates, or pursuant to a joint powers agreement, is served by an emergency communications center that has been determined by the Local Government Division of the Department of Finance and Administration to be a consolidated public safety answering point, and is therefore an "eligible county" as defined in subsection F of the Act; and

WHEREAS, the Board of County Commissioners of the County (the "Board of County Commissioners") desires to consider for adoption an ordinance imposing, in accordance with the Act, a Countywide Emergency Communications and Emergency Medical Services Gross Receipts Tax at a rate of one-fourth of one percent, the revenue of which will be dedicated to both of the following purposes:

(a) Operation of an emergency communication center that has been determined by the Local Government Division of the Department of Finance and Administration to be a consolidated public safety answering point; and

(b) Operation of emergency medical services provided by Santa Fe County;

and

WHEREAS, as provided in subsection E of the Act, the ordinance, if enacted, shall not go into effect until after an election has been held and a majority of the voters voting in the election vote in favor of imposing the tax; and

REC. CLERK RECORDING - 25. 2006



WHEREAS, Section 4-37-7, NMSA 1978, requires that publication of the title and general summary of the subject matter of any proposed ordinance be made in a newspaper of general circulation within the County at least two weeks prior to the meeting of the Board of County Commissioners at which the ordinance is proposed for final passage:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY, NEW MEXICO:

Section 1. That all action (not inconsistent with the provisions hereof) heretofore taken by the Board of County Commissioners and the officers thereof directed toward the publication, in accordance with Section 4-37-7, NMSA 1978, as amended, to publish in the *New Mexican*, a newspaper of general circulation within the County, a title and general summary of the ordinance imposing the Countywide Emergency Communications and Emergency Medical Services Gross Receipts Tax at least two weeks prior to the meeting at which the Board of County Commissioners will consider such ordinance.

Section 2. That all prior action inconsistent with the provisions hereof is hereby repealed, but only to the extent of such inconsistency.

(Signature page follows)

PASSED AND ADOPTED this 22<sup>nd</sup> day of August, 2006.

SANTA FE COUNTY, NEW MEXICO

By: [Signature]  
Harry Montoya, Chairman,  
Board of County Commissioners

[SEAL]

ATTEST:

By: [Signature]  
Valerie Espinoza, County Clerk



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

BCC RESOLUTIONS  
PAGES: 3

I Hereby Certify That This Instrument Was Filed for  
Record On The 25TH Day Of August, A.D., 2006 at 15:53  
And Was Duly Recorded as Instrument # 1448236  
Of The Records Of Santa Fe County

Deputy [Signature] Witness My Hand And Seal Of Office  
Valerie Espinoza  
County Clerk, Santa Fe, NM

REC CLERK RECORDED 11/1/2007

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2006-125

COUNTY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2006-164

INTRODUCED BY:

*C. Dominguez*  
*Do-don*  
*John DeJoy*  
*Chris Albert*  
*Ken*  
*Ernesto*

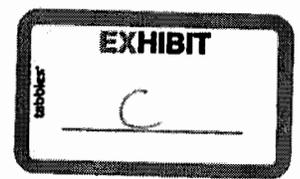
A JOINT RESOLUTION

WHEREIN THE COUNTY OF SANTA FE AGREES TO DEDICATE A PORTION OF THE REVENUES FROM THE PROPOSED EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES TAX TO FUND OPERATION OF THE REGIONAL EMERGENCY COMMUNICATION CENTER ("RECC") AND THE CITY OF SANTA FE AGREES TO SUPPORT PASSAGE OF THE TAX; AUTHORIZING APPROPRIATE AMENDMENTS TO THE JOINT POWERS AGREEMENT.

WHEREAS, the Santa Fe County Fire Department is badly in need of supplemental funding to address a shortage of firefighters and emergency medical personnel; and

WHEREAS, NMSA 1978, § 7-20E-22 (2002) authorizes the members of the governing body of a county to enact an ordinance imposing an excise tax at a rate not to exceed one-fourth of one percent of the gross receipts of a person engaged in business in the county, called the "countywide emergency communications and emergency medical services tax"; and

WHEREAS, consistent with its authority under § 7-20E-22, the Board of County Commissioners of Santa Fe County (hereinafter referred to as "the Board") has, by Resolution



REC CLERK RECORDING 11/1/2007

1 No. 2006-146, authorized the following question to be placed on the ballot for the November 7,  
2 2006 General Election:

3 "Shall there be imposed a Countywide Emergency Communications and  
4 Emergency Medical Services Gross Receipts Tax at a rate of one-fourth of one  
5 percent of the gross receipts of a person engaging in business in the County for  
6 the privilege of engaging in business, the revenue of which will be dedicated to  
7 both of the following purposes: (a) Operation of an emergency communication  
8 center that has been determined by the Local Government Division of the  
9 Department of Finance and Administration to be a consolidated public safety  
10 answering point; and (b) Operation of emergency medical services provided by  
11 Santa Fe County?"; and

12 **WHEREAS**, the Governing Body of the City of Santa Fe (hereinafter referred to as "the  
13 City") and the Board jointly operate, through the "Joint Powers Agreement Establishing the Santa  
14 Fe Regional Emergency Communications Center," (2001) (hereinafter referred to as "the  
15 Agreement") through the Santa Fe Regional Emergency Communications Center Board  
16 (hereinafter referred to as "the RECC"); and

17 **WHEREAS**, operations of the Regional Emergency Communications Center are  
18 provided pursuant to a formula set forth in Article IV(B)(2) of the Agreement, based on the  
19 proportion of 911 calls received by each party in the preceding fiscal year; and

20 **WHEREAS**, because of its relatively larger call volume, the City has paid a larger share  
21 towards operations of the RECC in recent years than the Board under the aforementioned  
22 formula: and

23 **WHEREAS**, the City recognizes the need for additional funding for County fire and  
24 emergency medical services and is willing to support the County's efforts to obtain additional  
25 revenue, and the Board recognizes similar needs of the City of Santa Fe and is therefore willing to

1 act to reduce the City's burden to fund the RECC if the question before the voters passes.

2 **NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY**  
3 **COMMISSIONERS OF SANTA FE COUNTY AND THE GOVERNING BODY OF THE**  
4 **CITY OF SANTA FE, AS FOLLOWS:**

5 1. If the question currently before the voters concerning the Countywide Emergency  
6 Communications and Emergency Medical Services Gross Receipts Tax is approved, the County  
7 and the City agree to amend the Agreement to provide that the County shall become the fiscal  
8 agent for the RECC, all current employees of the RECC will become employees of the County,  
9 and that the County will be solely responsible for the costs of the day to day operation of the  
10 RECC.

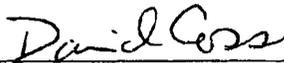
11 2. The City agrees to support, in an appropriate manner, the question currently  
12 before the voters described above.

13 3. The governance structure as set forth in the Agreement shall not otherwise  
14 change except as set forth hereto.

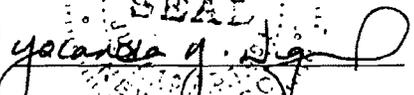
15 4. The funds generated by the tax shall be used as set forth in the attached Exhibit.

16 PASSED, APPROVED, and ADOPTED this 11th day of October, 2006.

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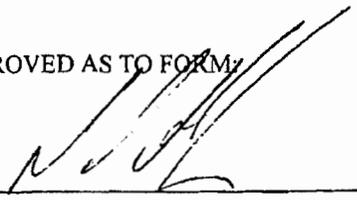
DAVID COSS, MAYOR

ATTEST:   
  
YOLANDA Y. VIGIL, CITY CLERK

FILED CLERK RECORDING 11/11/2007

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APPROVED AS TO FORM

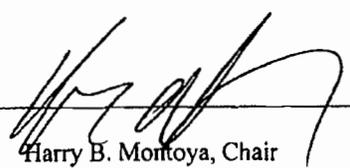


FRANK D. KATZ, CITY ATTORNEY

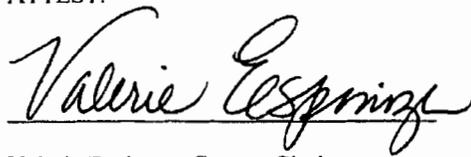
PASSED, APPROVED and ADOPTED this 10 day of October, 2006, by the Board of County Commissioners of the County of Santa Fe.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY



By:   
Harry B. Montoya, Chair

ATTEST:



Valerie Espinoza, County Clerk



APPROVED AS TO FORM:

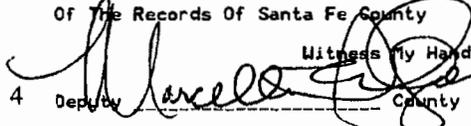


Stephen C. Ross, County Attorney

jp/shared drive/2006 res/county emerg com tax 3

COUNTY OF SANTA FE ) BCC RESOLUTIONS  
STATE OF NEW MEXICO ) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for Record On The 11TH Day Of January, A.D., 2007 at 09:33 And Was Duly Recorded as Instrument # 1466561 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
  
4 Deputy \_\_\_\_\_ Valerie Espinoza  
County Clerk, Santa Fe, NM

Harry B. Montoya  
*Commissioner, District 1*

Virginia Vigil  
*Commissioner, District 2*

Michael D. Anaya  
*Commissioner, District 3*



Paul Campos  
*Commissioner, District 4*

Jack Sullivan  
*Commissioner, District 5*

Roman Abeyta  
*County Manager*

Mayor David Coss  
City of Santa Fe  
P.O. Box 909  
Santa Fe, NM 87504

Re: Proposed County Gross Receipts Tax

Dear Mayor Coss:

The City of Santa Fe and Santa Fe County have significant mutual interest in the proposed Gross Receipts Tax on the November ballot. We appreciate the opportunity to clarify the County's intention as to use of the proceeds if voters approve the tax.

It is my understanding that Santa Fe County Fire Department Chief Stan Holden presented his proposed use of the tax revenue to the Public Works Committee on October 10, 2006. His presentation reflects his recommendations to the County Commission earlier this year. This letter is intended to reinforce the Commission's intention to follow those recommendations in developing its 2008 Fiscal Year Budget. Specifically, if the voters approve the tax and an estimated \$9 million will begin to accrue after July, 2007, the Santa Fe County Commission shall assume the City's portion of the operational cost of the Santa Fe Regional Emergency Communications Center (RECC). Currently that annual expense is estimated at \$2.3 million. The County shall become the fiscal agent for the RECC and the RECC governance shall remain the same.

In addition, the County shall allocate sufficient resources to provide full time (24/7) staff in the County fire stations located in Agua Fria, Tesuque and Rancho Viejo areas. This commitment will include ambulance staffing and the operational support of training and personal safety equipment. These County staff will be primary responders to emergencies in the urban and urbanizing areas.

Additionally, Santa Fe County will review its 2007 Fiscal Budget midyear to determine whether sufficient resources exist to staff the Agua Fria Fire Station during the current fiscal year. It should be noted that in order to fully staff a fire station 24/7 requires six full time equivalents.

2025 RELEASE UNDER E.O. 14176

Also, the County remains committed to the hundreds of volunteers that provide the basic fire and emergency services to the citizens of Santa Fe County. To that end, Santa Fe County will provide some tax proceeds to the recruitment and retention of volunteers.

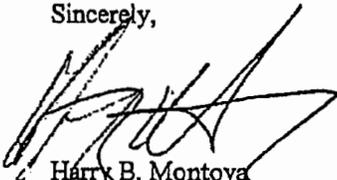
Santa Fe County will also continue to evaluate its staffing plans and operational programs to ascertain if additional resources can be devoted to urbanized areas for fire and emergency purposes.

The County is also committed to addressing and resolving amicably annexation issues of mutual concern and interest. We are equally concerned and interested in addressing these annexation issues to define clearer boundaries that would significantly aide both governments to effectively address planning and management issues important to all of us.

We also welcome the Speaker's proposal and express our willingness to work with the City to jointly advance a request for capital outlay funds for the construction of a police complex to be located in a strategically geographic area as discussed this morning. The Speaker's willingness to engage the area legislators to assist in this effort is commendable and reflects their commitment to work with us toward these common goals.

To this end, I shall prepare a resolution for the Commission to consider at the next meeting.

Sincerely,



Harry B. Montoya  
County Commission Chairman

COPY

THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY

THE GOVERNING BODY OF THE CITY OF SANTA FE

---

RESOLUTION NO. 2006-164  
OF THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 2006-\_\_\_\_\_  
OF THE GOVERNING BODY OF THE CITY OF SANTA FE

---

**A JOINT RESOLUTION WHEREIN THE COUNTY OF SANTA FE AGREES TO DEDICATE A PORTION OF THE REVENUE FROM THE PROPOSED ~~EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES TAX TO FUND OPERATION OF THE REGIONAL EMERGENCY COMMUNICATIONS CENTER ("RECC") AND THE CITY OF SANTA FE AGREES TO SUPPORT PASSAGE OF THE PROPOSED TAX; AUTHORIZING APPROPRIATE AMENDMENTS TO THE JOINT POWERS AGREEMENT~~**

~~WHEREAS, the County of Santa Fe is currently experiencing a shortage of~~  
supplemental funding to address a shortage of firefighters and emergency medical personnel;

**WHEREAS**, NMSA 1978, § 7-20E-22 (2002) authorizes the members of the governing body of a county to enact an ordinance imposing an excise tax at a rate not to exceed one-fourth of one percent of the gross receipts of a person engaged in business in the county, called the "countywide emergency communications and emergency medical services tax";

**WHEREAS**, consistent with its authority under § 7-20E-22, the Board of County Commissioners of Santa Fe County (hereinafter referred to as "the Board") has, by Resolution No. 2006-146, authorized the following question to be placed on the ballot for the November 7, 2006 General Election:

"Shall there be imposed a Countywide Emergency Communications and Emergency Medical Services Gross Receipts Tax at a rate of one-fourth of one percent of the gross receipts of a person engaging in business in the County for the privilege of engaging in business, the revenue of which will be dedicated to both of the following purposes: (a) Operation of an emergency communication center that has been determined by the Local

Government Division of the Department of Finance and Administration to be a consolidated public safety answering point; and (b) Operation of emergency medical services provided by Santa Fe County?";

**WHEREAS**, the Governing Body of the City of Santa Fe (hereinafter referred to as "the City") and the Board jointly operate, through the "Joint Powers Agreement Establishing the Santa Fe Regional Emergency Communications Center," (2001) (hereinafter referred to as "the Agreement") through the Santa Fe Regional Emergency Communications Center Board (hereinafter referred to as "the RECC");

**WHEREAS**, operations of the Regional Emergency Communications Center are provided pursuant to a formula set forth in Article IV(B)(2) of the Agreement, based on the proportion of 911 call received by each party in the preceding fiscal year;

**WHEREAS**, because of its relatively larger call volume, the City has paid a larger share towards operations of the RECC in recent years than the Board under the aforementioned formula; and

**WHEREAS**, the City recognizes the need for additional funding for County fire and emergency medical services and is willing to support the County's efforts to obtain additional revenue, and the Board recognizes similar needs of the City of Santa Fe and is therefore willing to act to reduce the City's burden to fund the RECC if the question before the voters passes.

**~~NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY~~  
~~OF THE CITY OF SANTA FE, AS FOLLOWS:~~**

1. If the question currently before the voters concerning the Countywide Emergency Communications and Emergency Medical Services Gross Receipts Tax is approved, the County and the City agree to amend the Agreement to provide that the County shall become the fiscal agent for the RECC, all current employees of the RECC will become employees of the County, and that the County will be solely responsible for the costs of the day to day operation of the RECC.
2. The City agrees to support, in an appropriate manner, the question currently before the voters described above.
3. The governance structure as set forth in the Agreement shall not otherwise change except as set forth hereto.

PASSED, APPROVED AND ADOPTED this 10<sup>th</sup> day of October, 2006, by  
the Board of County Commissioners of the County of Santa Fe.

**THE BOARD OF COUNTY  
COMMISSIONERS OF SANTA FE COUNTY**

By: [Signature]  
Harry B. Montoya, Chair

ATTEST:

[Signature]  
Valerie Espinoza, County Clerk

APPROVED AS TO FORM:

[Signature]  
Stephen C. Ross, County Attorney



**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of October, 2006, by the  
Governing Body of the City of Santa Fe.

By: \_\_\_\_\_  
David Coss, Mayor

Attest:

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk

Approved as to form:

\_\_\_\_\_  
Frank D. Katz, City Attorney

**FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT CONCERNING THE OPERATION OF THE SANTA FE REGIONAL EMERGENCY COMMUNICATIONS CENTER ("RECC") BETWEEN THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO AND THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY, NEW MEXICO**

**THIS FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT** (hereinafter referred to as "the Agreement") is entered into by and between the City of Santa Fe, New Mexico (hereinafter referred to as "the City"), a municipal corporation organized and existing under the Laws of the State of New Mexico, and the Board of County Commissioners of Santa Fe County, New Mexico (hereinafter referred to as "the County"), a political subdivision of the State of New Mexico.

**PURPOSE**

The purpose of this First Amended and Restated Joint Powers Agreement is to further define the terms and conditions under which the parties will jointly operate, maintain and administer the Santa Fe Regional Emergency Communications Center (hereinafter referred to as "the RECC"), to further define the roles and responsibilities of the RECC to provide emergency telephone access for citizens of the City and County, obtain needed emergency services including fire, EMS and law enforcement, and provide emergency communications within the City and County.

**RECITALS**

**WHEREAS**, on or about November 5, 2001, the parties hereto entered into a Joint Powers Agreement to Operate the RECC;

**WHEREAS**, the RECC was established and, since 2001, has provided enhanced 911 communications within the City and County with corresponding improvements to emergency response, emergency medical care, fire, rescue and law enforcement services;

**WHEREAS**, on or about October 11, 2006, the Board of County Commissioners and the Governing Body of the City of Santa Fe executed a Joint Resolution (County Resolution No. 2006-164 and City Resolution No. 2006-125), wherein the County agreed, in the event the County's proposed Countywide Emergency Communications and Emergency Medical Gross Receipts Tax was approved by the voters, to be "... solely responsible for the costs of the day to day operation of the RECC ...", to become the fiscal agent for the RECC, and to employ RECC employees as County employees;

**WHEREAS**, the voters approved the Countywide Emergency Communications and Emergency Medical Gross Receipts Tax during the general election of 2006 and proceeds from that tax will be collected beginning July 1, 2007;

Post-It® Fax Note	7671	Date	# of pages
To	Teresa	From	Teresa
Co./Dept.		Co.	
Phone #		F	
Fax #		F	

EXHIBIT

D

WHEREAS, the parties therefore desire to amend and restate the 2001 agreement to conform to the Joint Resolution, to correct the agreement to conform with amendments that have been made to the Enhanced 911 Act, and to set forth herein their covenants and agreements thereto.

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

**ARTICLE I**  
**ESTABLISHMENT OF THE REGIONAL EMERGENCY COMMUNICATIONS CENTER ("RECC")**

Pursuant to the New Mexico Enhanced 911 Act, NMSA 1978, Sections 63-9D-1 *et. seq.* (1989) (as amended) (hereinafter referred to as "the Act"), the Joint Powers Agreements Act, NMSA 1978, Sections 11-1-1 through 11-1-7 (1961)(as amended), and the general authority possessed by City and County government, the RECC is established for the express purpose of exercising the powers conferred upon local governing bodies by the Act. Pursuant to this Agreement, the RECC shall continue to provide enhanced 911 emergency communications within the City of Santa Fe and the County of Santa Fe, and act as the vehicle through which the parties receive funding pursuant to the Act.

**ARTICLE II**  
**BOARD OF DIRECTORS**

A. **THE RECC BOARD.** The RECC shall be governed by a Board of Directors consisting of members described in the next paragraph. The Board of Directors shall be known as the "Santa Fe Regional Emergency Communications Center Board" (hereinafter referred to as "the Board").

**B. BOARD MEMBERS AND TERMS:**

1. The Board shall consist of the following persons:

- a. The Police Chief of the City of Santa Fe;
- b. The Fire Chief of the City of Santa Fe;
- c. The City Manager of the City of Santa Fe;
- d. The Sheriff of the County of Santa Fe;
- e. The Fire Chief of the County of Santa Fe;
- f. The County Manager of the County of Santa Fe; and
- g. One member representing the community at-large appointed by agreement of the City and County Managers.

2. The term of office of members of the Board of Directors shall coincide with that member's term of office or term of service with the respective party, except the member representing the community at-large shall serve at the pleasure and upon consensus of the City and County Managers.

3. A person appointed on a temporary or indeterminate basis to one of the positions specified in Article II(B)(1), subsections (a) through (f), shall serve as a member of the Board of Directors until the appointment terminates.

### C. DUTIES AND RESPONSIBILITIES.

1. The Board of Directors shall provide oversight and direction for the operations of the RECC and shall regularly advise the governing bodies of the City and County concerning the operations of the RECC.

2. The Board of Directors shall interview candidates for the Director of the RECC (hereinafter referred to as "the Director"), as provided in Article III of this Agreement and only those candidates recommended by the Board shall be considered for hire. The County Manager shall not have the authority to hire, fire or discipline the Director of the RECC without the recommendation of the Board of Directors. The Director shall be a County employee but shall report solely to the Board of Directors. The Board of Directors shall have general supervisory authority over the Director and shall have the right to recommend any necessary personnel decisions concerning the Director to the County Manager. The Board of Directors shall describe in writing the duties and responsibilities of the Director, shall conduct an annual performance review of the Director, and shall conduct other periodic reviews as needed.

3. The Board shall not have general supervisory authority or have authority to make any personnel decisions concerning other employees of the RECC.

4. The Board of Directors shall conduct periodic meetings with the Director and staff of the RECC to receive reports and provide guidance and direction.

5. The Board of Directors shall periodically review revenue and expenses of the RECC and shall propose to the County an annual operating budget for operation of the RECC which shall be submitted for approval to the County prior to March 1<sup>st</sup> of each year.

6. The Board of Directors shall review and approve any proposed capital expenditure for the RECC on an annual basis, which shall be submitted to the City and the County prior to March 1 of each year as a supplement to the proposed annual operating budget. Capital expenditures are assets over \$5,000 each item including delivery, installation, and other related costs of equipment, machinery, or vehicles with a life of longer than one year

7. The Board of Directors shall ensure that the proposed annual operating budget of the RECC is adhered to, and that the finances of the RECC are properly managed.

8. The Board of Directors shall approve standard operating procedures and policies as developed by the Director for operation of the RECC. Standard operating procedures shall not be valid unless first approved by the Board or, in the case of an emergency, adopted by the Director and ratified by the Board at the next meeting of the Board.

9. The Board of Directors shall review and approve quarterly reports prepared by the Director and shall submit copies of the approved report to the governing bodies of the City and County.

10. The Board of Directors shall create and appoint, by resolution, such committees as it deems necessary.

11. The Board of Directors shall adopt procedural rules of order for Board meetings and meetings of any committees.

12. The Board shall, through the Director, comply with requests to inspect public records pursuant to the Inspection of Public Records Act, NMSA 1978, Sections 14-2-1 *et seq.* (1974)(as amended).

13. The Board shall coordinate compliance with and take all requisite actions pursuant to the Enhanced 911 Act, NMSA 1978, Sections 63-9D-1 *et seq.* (1989)(as amended)

**D. MEETINGS:**

1. The Board of Directors shall, at least annually, adopt a resolution that specifies what notice for a public meeting of the Board is reasonable pursuant to the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 *et seq.* (1974)(as amended).

2. The Board of Directors shall annually elect one member to act as the Chair of the Board alternating yearly between a city and county representative and a fire and police representative. The Chair shall be entitled to vote.

3. Each Board member shall have one vote; proxy voting shall not be permitted.

4. A majority of the members of the Board of Directors shall constitute a quorum and a majority vote of members present shall decide any issue.

5. Members of the Board may attend a meeting by means of a conference telephone or other similar means of communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the Board who speaks during the meeting.

5. The Board shall meet regularly but no less than quarterly, upon the call of the Chair, or upon the call of a majority of the members of the Board of Directors.

6. The Board shall cause minutes of all meetings to be kept and shall provide copies of said meeting minutes to both the City and County Clerks for retention as public records.

**E. LIMITATION.** The Board shall not be involved in the day-to-day management of the RECC except as outlined above and shall only have such duties and responsibilities 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.

**F. INDEPENDENT COUNSEL.** The Board shall be represented at all times by independent counsel, and not by the City Attorney or the County Attorney. The Board shall include the costs of such representation in its annual recommended budget.

**ARTICLE III**  
**ORGANIZATION OF THE RECC**

**A. THE DIRECTOR.**

1. The Director shall be responsible for the day-to-day operation and management of the RECC.

2. The Board of Directors shall recommend to the County employment of the Director, who shall be an exempt employee of the County. The Director shall report solely to the Board of Directors. The Board of Directors shall have supervisory authority over the Director and shall have the sole right to recommend any necessary personnel decisions concerning the Director to the County. The Board of Directors shall describe in writing the duties and responsibilities of the Director, and shall conduct an annual performance review of the Director and conduct other periodic reviews as needed.

3. The duties of the Director shall include the following:

- a. The Director shall plan, direct, operate and manage the RECC.
- b. The Director shall have general supervisory authority over employees assigned to the RECC.
- c. The Director shall recommend to the County, consistent with the County's personnel rules and any applicable collective bargaining agreement, the hiring, firing and disciplining of all employees assigned to the RECC.

d. The Director shall assign, train, schedule and supervise employees assigned to the RECC.

e. The Director shall serve as the liaison between the RECC and the City, County and agencies utilizing the RECC, concerning the operation, management and funding of the RECC.

f. The Director shall report to the Board on matters related to operation, management and funding of the RECC, including the annual operating budget and proposed capital improvements associated with the operation of the RECC.

g. The Director shall prepare a recommended annual operating budget for the RECC and shall present it to the Board for approval prior to submission to the County.

h. The Director may delegate and perform the preceding tasks, other tasks assigned by the Board, and such other tasks and functions as may be reasonably necessary to implement this Agreement.

**B. RECC EMPLOYEES/TRANSITION TO COUNTY EMPLOYMENT.**

1. Upon the effective date of this Agreement, RECC employees shall become employees of the County, subject to the personnel rules and applicable collective bargaining agreements of the County, and subject to the policies and standard operating procedures of the RECC.

2. In order to facilitate the orderly transition to County employment, the parties agree that RECC employees shall receive the employee's hourly rate or salary immediately preceding the transition to County employment. After becoming County employees, employees of the RECC shall receive the County's normal benefit package, including participation in the Public Employees Retirement Association retirement plan, State of New Mexico health plans, term life insurance plans, sick leave and vacation pursuant to the County's then-current personnel rules and any applicable collective bargaining agreement, and other incidental benefits provided by the County.

3. Accrued annual leave and sick leave balances of RECC employees shall be carried forward upon County employment. Funds held by the City as Fiscal Agent for the RECC as security for the sick leave and vacation balances shall be transferred to the County. After the employees become County employees, employees assigned to the RECC shall accrue annual leave and sick leave as provided in the County's personnel rules, any applicable collective bargaining agreement, and based on their total years of service for the RECC.

**ARTICLE IV**  
**FINANCIAL MATTERS**

**A. RESPONSIBILITIES OF THE FISCAL AGENT.** Santa Fe County shall act as the Fiscal Agent for the RECC and shall collect all revenues accruing to the RECC and shall

make all disbursements for the RECC. The County shall periodically cause financial reports to be created pertaining to the operations of the RECC, and shall ensure an annual audit is accomplished. So long as the County is Fiscal Agent of the RECC, it shall be strictly accountable for all receipts and disbursements of the RECC, and shall maintain appropriate records thereafter as prescribed by law.

**B. FINANCIAL RESPONSIBILITIES OF CITY AND COUNTY.**

1. The County shall provide all funds needed for day-to-day operation of the RECC.

2. The City and the County shall equally provide funds for needed capital expenditures.

3. The RECC shall be housed in space provided by the County.

4. All funds received by the parties to support operations of the RECC or to support capital expenditures shall be provided to the County, including funds provided by the State of New Mexico or the federal government, and any and all such other funding or grant agencies, and disbursements from the Enhanced 911 Fund. Such funds shall become the property of Santa Fe County but shall be expended by the County solely to support operation of the RECC; 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.

5. The County shall acquire public liability insurance in such amounts and with coverage appropriate to the risks inherent in the RECC's operations, including specifically all risks for which immunity has been waived pursuant to the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.* (1976)(as amended).

6. Any funds being held by the City of Santa Fe, as fiscal agent for the RECC, shall be transferred to the County, as fiscal agent for the RECC, as soon as practicable after the effective date of this Agreement.

**C. NATIONAL CRIME INFORMATION CENTER.** The National Crime Information Center (NCIC) functions of the RECC may be contracted to the New Mexico Department of Public Safety.

**D. MULTIPLE STREET ADDRESS GUIDE.** The RECC 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**  
**TERM OF AGREEMENT**

**A. TERM.** This Agreement shall become effective on July 1, 2007 so long as the Agreement has been previously approved and executed by the parties hereto and approved by the Secretary of the Department of Finance and Administration. If this Agreement has not been approved and executed by the parties hereto and approved by the Secretary of the Department of Finance and Administration as of July 1, 2007, this Agreement shall become effective when approved and executed by the parties hereto and approved by the Secretary of the New Mexico Department of Finance and Administration. This Agreement shall have perpetual existence 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. 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, NMSA 1978, Sections 41-4-1 *et seq.* (1976), as amended, and the express immunity granted pursuant to NMSA 1978, Section 63-9D-10 (1989)(as amended).

**D. AMENDMENT.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto, which shall not become effective until approved by the Secretary of the Department of Finance and Administration.

**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 at least 180 days prior to the intended date of termination. Either 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 the State of New Mexico.

**G. STATUS OF AGREEMENT; JOINT POWERS AGREEMENTS 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, NMSA 1978, Sections 11-1-1 through 11-1-7 (1961)(as amended) .

**H. INSPECTION OF FINANCIAL DOCUMENTS.** During the term of this Agreement and for a period of three years thereafter the parties shall maintain accurate and

complete records of all receipts and disbursements 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 of this Agreement, the parties hereto shall distribute and dispose of all property acquired in connection with this Agreement. Such property shall be distributed to the party that acquired it or, if the property was acquired by more than one party or purchased with funds provided by a third party, the property shall be distributed to each party *pro rata* based on the proportion of each party's total contribution to the RECC since the inception of the first Joint Powers Agreement in 2001.

**J. CONFORMITY WITH JOINT POWERS AGREEMENTS ACT.** The parties intend that this Agreement conform in all respects with the Joint Powers Agreements Act, and that this Agreement shall be construed and enforced in conformity with that Act. In case of any inconsistency between this Agreement and the Joint Powers Agreements Act, the provisions of that Act shall control and this Agreement shall be deemed amended.

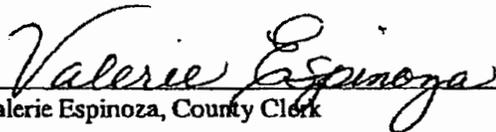
**K. ALTERNATIVE DISPUTE RESOLUTION.** The parties agree that in the event the terms and conditions of this Agreement are disputed, including but not limited to all financial calculations, expenditures, bills and related matters, the parties will attempt to resolve the dispute through mediation. Notwithstanding the foregoing, the decision of either party to terminate the 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.

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

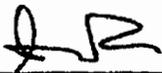
**THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNT**

By:   
Virginia Vigil, Chair

**ATTEST:**

  
Valerie Espinoza, County Clerk

**Approved as to form:**

  
Stephen C. Ross, County Attorney

**THE GOVERNING BODY OF THE CITY OF SANTA FE**

By: David Coss  
David Coss, Mayor

**ATTEST:**

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk  
certified 5/9/07

**Approved as to form:**

Frank Katz  
Frank Katz, City Attorney

**Approved:**

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

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

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

**SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT  
CONCERNING THE OPERATION OF THE SANTA FE REGIONAL EMERGENCY  
COMMUNICATIONS CENTER ("RECC") BETWEEN THE  
GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO,  
THE TOWN OF EDGEWOOD,  
AND THE  
BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY, NEW MEXICO**

**THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT** (hereinafter referred to as "the Agreement") is entered into by and between the City of Santa Fe, New Mexico (hereinafter referred to as "the City"), a municipal corporation organized and existing under the Laws of the State of New Mexico, the Town of Edgewood, New Mexico, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as "the Town"), and the Board of County Commissioners of Santa Fe County, New Mexico (hereinafter referred to as "the County"), a political subdivision of the State of New Mexico.

**PURPOSE**

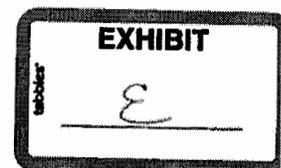
The purpose of this Second Amended and Restated Joint Powers Agreement is to include the Town as a party to the Agreement, and to further define the terms and conditions under which the parties will jointly operate, maintain and administer the Santa Fe Regional Emergency Communications Center (hereinafter referred to as "the RECC"), to further define the roles and responsibilities of the RECC to provide emergency telephone access for citizens of the City, the Town and the County, obtain needed emergency services including fire, EMS and law enforcement, and provide emergency communications within the City, the Town and the County.

**RECITALS**

**WHEREAS**, on or about November 5, 2001, the parties hereto entered into a Joint Powers Agreement to Operate the RECC;

**WHEREAS**, the RECC was established and, since 2001, has provided enhanced 911 communications within the City and County with corresponding improvements to emergency response, emergency medical care, fire, rescue and law enforcement services;

**WHEREAS**, on or about October 11, 2006, the Board of County Commissioners and the Governing Body of the City of Santa Fe executed a Joint Resolution (County Resolution No. 2006-164 and City Resolution No. 2006-125), wherein the County agreed, in the event the County's proposed Countywide Emergency Communications and Emergency Medical Gross Receipts Tax was approved by the voters, to be "... solely responsible for the costs of the day to day operation of the RECC ...", to become the fiscal agent for the RECC, and to employ RECC employees as County employees;



**WHEREAS**, the voters approved the Countywide Emergency Communications and Emergency Medical Gross Receipts Tax during the general election of 2006 and proceeds from that tax have been collected since July 1, 2007;

**WHEREAS**, the Town has recently created its own police force and desires to join with the City and the County so that emergency communications with the Town's law enforcement forces are provided by the RECC; and

**WHEREAS**, the parties desire to further amend and restate the 2001 agreement to conform to the Joint Resolution, to correct the agreement to conform with amendments that have been made to the Enhanced 911 Act, and to set forth herein their covenants and agreements thereto.

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

**ARTICLE I**  
**ESTABLISHMENT OF THE REGIONAL EMERGENCY COMMUNICATIONS**  
**CENTER ("RECC")**

Pursuant to the New Mexico Enhanced 911 Act, NMSA 1978, Sections 63-9D-1 *et. seq.* (1989) (as amended) (hereinafter referred to as "the Act"), the Joint Powers Agreements Act, NMSA 1978, Sections 11-1-1 through 11-1-7 (1961)(as amended), and the general authority possessed by City and County government, the RECC is established for the express purpose of exercising the powers conferred upon local governing bodies by the Act. Pursuant to this Agreement, the RECC shall continue to provide enhanced 911 emergency communications within the City of Santa Fe, the Town of Edgewood and the County of Santa Fe, and act as the vehicle through which the parties receive funding pursuant to the Act.

**ARTICLE II**  
**BOARD OF DIRECTORS**

**A. THE RECC BOARD.** The RECC shall be governed by a Board of Directors consisting of members described in the next paragraph. The Board of Directors shall be known as the "Santa Fe Regional Emergency Communications Center Board" (hereinafter referred to as "the Board").

**B. BOARD MEMBERS AND TERMS:**

1. The Board shall consist of the following persons:
  - a. The Police Chief of the City of Santa Fe;
  - b. The Fire Chief of the City of Santa Fe;
  - c. The City Manager of the City of Santa Fe;

- d. The Sheriff of the County of Santa Fe;
- e. The Fire Chief of the County of Santa Fe;
- f. The County Manager of the County of Santa Fe;
- g. The Police Chief of the Town of Edgewood;

and

- h. One member representing the community at-large appointed by agreement of the City Manager of Santa Fe, Town Mayor and County Manager.

2. The term of office of members of the Board of Directors shall coincide with that member's term of office or term of service with the respective party, except the member representing the community at-large shall serve at the pleasure and upon consensus of the City of Santa Fe Manager, Town Mayor and County Manager.

3. A person appointed on a temporary or indeterminate basis to one of the positions specified in Article II(B)(1), subsections (a) through (f), shall serve as a member of the Board of Directors until the appointment terminates.

### **C. DUTIES AND RESPONSIBILITIES.**

1. The Board of Directors shall provide oversight and direction for the operations of the RECC and shall regularly advise the governing bodies of the City, the Town, and County concerning the operations of the RECC.

2. The Board of Directors shall interview candidates for the Director of the RECC (hereinafter referred to as "the Director"), as provided in Article III of this Agreement and only those candidates recommended by the Board shall be considered for hire. The County Manager shall not have the authority to hire, fire or discipline the Director of the RECC without the recommendation of the Board of Directors. The Director shall be a County employee but shall report solely to the Board of Directors. The Board of Directors shall have general supervisory authority over the Director and shall have the right to recommend any necessary personnel decisions concerning the Director to the County Manager. The Board of Directors shall describe in writing the duties and responsibilities of the Director, shall conduct an annual performance review of the Director, and shall conduct other periodic reviews as needed.

3. The Board shall not have general supervisory authority or have authority to make any personnel decisions concerning other employees of the RECC.

4. The Board of Directors shall conduct periodic meetings with the Director and staff of the RECC to receive reports and provide guidance and direction.

5. The Board of Directors shall periodically review revenue and expenses of the RECC and shall propose to the County an annual operating budget for operation of the RECC which shall be submitted for approval to the County prior to March 1<sup>st</sup> of each year.

6. The Board of Directors shall review and approve any proposed capital expenditure for the RECC on an annual basis, which shall be submitted to the City, the Town and the County prior to March 1 of each year as a supplement to the proposed annual operating budget. Capital expenditures are assets over \$5,000 each item including delivery, installation, and other related costs of equipment, machinery, or vehicles with a life of longer than one year

7. The Board of Directors shall ensure that the proposed annual operating budget of the RECC is adhered to and that the finances of the RECC are properly managed.

8. The Board of Directors shall approve standard operating procedures and policies as developed by the Director for operation of the RECC. Standard operating procedures shall not be valid unless first approved by the Board or, in the case of an emergency, adopted by the Director and ratified by the Board at the next meeting of the Board.

9. The Board of Directors shall review and approve quarterly reports prepared by the Director and shall submit copies of the approved report to the governing bodies of the City, the Town and County.

10. The Board of Directors shall create and appoint, by resolution, such committees as it deems necessary.

11. The Board of Directors shall adopt procedural rules of order for Board meetings and meetings of any committees.

12. The Board shall, through the Director, comply with requests to inspect public records pursuant to the Inspection of Public Records Act, NMSA 1978, Sections 14-2-1 *et seq.* (1974)(as amended).

13. The Board shall coordinate compliance with and take all requisite actions pursuant to the Enhanced 911 Act, NMSA 1978, Sections 63-9D-1 *et seq.* (1989)(as amended)

#### **D. MEETINGS:**

1. The Board of Directors shall, at least annually, adopt a resolution that specifies what notice for a public meeting of the Board is reasonable pursuant to the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 *et seq.* (1974)(as amended).

2. The Board of Directors shall annually elect one member to act as the Chair of the Board alternating yearly between a city and county representative and a fire and police representative. The Chair shall be entitled to vote.

3. Each Board member shall have one vote; proxy voting shall not be permitted.

4. A majority of the members of the Board of Directors shall constitute a quorum and a majority vote of members present shall decide any issue except capital expenditures over one hundred thousand dollars (\$100,000) which shall require an affirmative vote of  $\frac{3}{4}$  of the full Board.

5. Members of the Board may attend a meeting by means of a conference telephone or other similar means of communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the Board who speaks during the meeting.

6. The Board shall meet regularly but no less than quarterly, upon the call of the Chair, or upon the call of a majority of the members of the Board of Directors.

7. The Board shall cause minutes of all meetings to be kept and shall provide copies of said meeting minutes to the City, Town and County Clerks for retention as public records.

**E. LIMITATION.** The Board shall not be involved in the day-to-day management of the RECC except as outlined above and shall only have such duties and responsibilities as have been expressly delegated by the City, Town 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.

**F. INDEPENDENT COUNSEL.** The Board shall be represented at all times by independent counsel, and not by the City Attorney, the Town's attorney, or the County Attorney. The Board shall include the costs of such representation in its annual recommended budget.

### **ARTICLE III** **ORGANIZATION OF THE RECC**

#### **A. THE DIRECTOR.**

1. The Director shall be responsible for the day-to-day operation and management of the RECC.

2. The Board of Directors shall recommend to the County employment of the Director, who shall be an exempt employee of the County. The Director shall report solely to the Board of Directors. The Board of Directors shall have supervisory authority over the Director and shall have the sole right to recommend any necessary personnel decisions concerning the Director to the County. The Board of Directors shall describe in writing the duties and responsibilities of the Director, and shall conduct an annual performance review of the Director and conduct other periodic reviews as needed.

3. The duties of the Director shall include the following:

- a. The Director shall plan, direct, operate and manage the RECC.
- b. The Director shall have general supervisory authority over employees assigned to the RECC.
- c. The Director shall recommend to the County, consistent with the County's personnel rules and any applicable collective bargaining agreement, the hiring, firing and disciplining of all employees assigned to the RECC.
- d. The Director shall assign, train, schedule and supervise employees assigned to the RECC.
- e. The Director shall serve as the liaison between the RECC and the City, the Town, the County and agencies utilizing the RECC, concerning the operation, management and funding of the RECC.
- f. The Director shall report to the Board on matters related to operation, management and funding of the RECC, including the annual operating budget and proposed capital improvements associated with the operation of the RECC.
- g. The Director shall prepare a recommended annual operating budget for the RECC and shall present it to the Board for approval prior to submission to the County.
- h. The Director may delegate and perform the preceding tasks, other tasks assigned by the Board, and such other tasks and functions as may be reasonably necessary to implement this Agreement.

**B. RECC EMPLOYEES/TRANSITION TO COUNTY EMPLOYMENT.**

1. Upon the effective date of this Agreement, RECC employees shall become employees of the County, subject to the personnel rules and applicable collective bargaining agreements of the County, and subject to the policies and standard operating procedures of the RECC.
2. In order to facilitate the orderly transition to County employment, the parties agree that RECC employees shall receive the employee's hourly rate or salary immediately preceding the transition to County employment. After becoming County employees, employees of the RECC shall receive the County's normal benefit package, including participation in the Public Employees Retirement Association retirement plan, State of New Mexico health plans, term life insurance plans, sick leave and vacation pursuant to the County's then-current personnel rules and any applicable collective bargaining agreement, and other incidental benefits provided by the County.

3. Accrued annual leave and sick leave balances of RECC employees shall be carried forward upon County employment. Funds held by the City as Fiscal Agent for the RECC as security for the sick leave and vacation balances shall be transferred to the County. After the employees become County employees, employees assigned to the RECC shall accrue annual leave and sick leave as provided in the County's personnel rules, any applicable collective bargaining agreement, and based on their total years of service for the RECC.

#### **ARTICLE IV** **FINANCIAL MATTERS**

**A. RESPONSIBILITIES OF THE FISCAL AGENT.** Santa Fe County shall act as the Fiscal Agent for the RECC and shall collect all revenues accruing to the RECC and shall make all disbursements for the RECC. The County shall periodically cause financial reports to be created pertaining to the operations of the RECC, and shall ensure an annual audit is accomplished. So long as the County is Fiscal Agent of the RECC, it shall be strictly accountable for all receipts and disbursements of the RECC, and shall maintain appropriate records thereafter as prescribed by law.

#### **B. FINANCIAL RESPONSIBILITIES OF CITY, TOWN AND COUNTY.**

1. The County shall provide all funds needed for day-to-day operation of the RECC.
2. The City and the County shall equally provide funds for needed capital expenditures. The Town agrees to contribute 20% towards the needed capital expenditures that do not exceed \$100,000.00 (i.e., the maximum the Town will contribute on an annual basis for capital expenditures is \$20,000.00). The City, County and Town agree to review these terms annually.
3. The Town agrees to pay \$75,000.00 to the RECC for FY 09 and for each fiscal year thereafter until the terms are changed. The City, County and Town agree to review these terms annually.
4. The RECC shall be housed in space provided by the County.
5. All funds received by the parties to support operations of the RECC or to support capital expenditures shall be provided to the County, including funds provided by the State of New Mexico or the federal government, and any and all such other funding or grant agencies, and disbursements from the Enhanced 911 Fund. Such funds shall become the property of Santa Fe County but shall be expended by the County solely to support operation of the RECC; no 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.
6. The County shall acquire public liability insurance in such amounts and with coverage appropriate to the risks inherent in the RECC's operations, including specifically all

risks for which immunity has been waived pursuant to the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.* (1976)(as amended).

**C. NATIONAL CRIME INFORMATION CENTER.** The National Crime Information Center (NCIC) functions of the RECC may be contracted to the New Mexico Department of Public Safety.

**D. MULTIPLE STREET ADDRESS GUIDE.** The RECC 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 the City, the Town and the County.

**ARTICLE V**  
**TERM OF AGREEMENT**

**A. TERM.** This Agreement shall become effective on July 1, 2008, so long as the Agreement has been previously approved and executed by the parties hereto and approved by the Secretary of the Department of Finance and Administration. If this Agreement has not been approved and executed by the parties hereto and approved by the Secretary of the Department of Finance and Administration as of July 1, 2008, this Agreement shall become effective when approved and executed by the parties hereto and approved by the Secretary of the New Mexico Department of Finance and Administration. This Agreement shall have perpetual existence unless terminated as hereinafter provided.

**B. TERMINATION.** This Agreement may be terminated by any party upon delivery of a written notice to the other parties at least 180 days prior to the intended date of termination. By such termination, no party may nullify or avoid any obligations required to have been performed prior to termination.

**C. LIABILITY.** No party shall be responsible for liability incurred as a result of another 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, NMSA 1978, Sections 41-4-1 *et seq.* (1976), as amended, and the express immunity granted pursuant to NMSA 1978, Section 63-9D-10 (1989)(as amended).

**D. AMENDMENT.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto, which shall not become effective until approved by the Secretary of the Department of Finance and Administration.

**E. APPROPRIATIONS.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the governing bodies of the City, the Town and the 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 others at least 180 days prior to the intended date of termination. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other parties and shall be final.

**F. GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New Mexico.

**G. STATUS OF AGREEMENT; JOINT POWERS AGREEMENTS 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, NMSA 1978, Sections 11-1-1 through 11-1-7 (1961)(as amended).

**H. INSPECTION OF FINANCIAL DOCUMENTS.** During the term of this Agreement and for a period of three years thereafter the parties shall maintain accurate and

complete records of all receipts and disbursements 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.

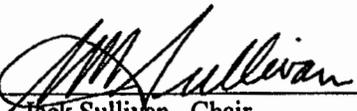
**I. DISTRIBUTION OF RESIDUAL PROPERTY.** At the end of the term of this Agreement, the parties hereto shall distribute and dispose of all property acquired in connection with this Agreement. Such property shall be distributed to the party that acquired it or, if the property was acquired by more than one party or purchased with funds provided by a third party, the property shall be distributed to each party *pro rata* based on the proportion of each party's total contribution to the RECC since the inception of the first Joint Powers Agreement in 2001.

**J. CONFORMITY WITH JOINT POWERS AGREEMENTS ACT.** The parties intend that this Agreement conform in all respects with the Joint Powers Agreements Act, and that this Agreement shall be construed and enforced in conformity with that Act. In case of any inconsistency between this Agreement and the Joint Powers Agreements Act, the provisions of that Act shall control and this Agreement shall be deemed amended.

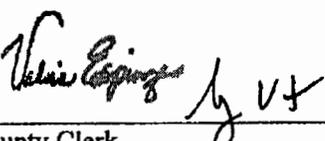
**K. ALTERNATIVE DISPUTE RESOLUTION.** The parties agree that in the event the terms and conditions of this Agreement are disputed, including but not limited to all financial calculations, expenditures, bills and related matters, the parties will attempt to resolve the dispute through mediation. Notwithstanding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

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

**THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNT**

By  \_\_\_\_\_  
Jack Sullivan, Chair

ATTEST:

  
\_\_\_\_\_  
Valerie Espinoza, County Clerk

Approved as to form:

  
\_\_\_\_\_  
Stephen C. Ross, County Attorney

**THE GOVERNING BODY OF THE CITY OF SANTA FE**

By: David Coss  
David Coss, Mayor

**ATTEST:**

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk  
Ecmtg 5/28/08

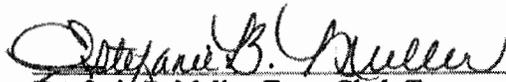
**Approved as to form:**

Frank Katz  
Frank Katz, City Attorney

**THE TOWN OF EDGEWOOD**

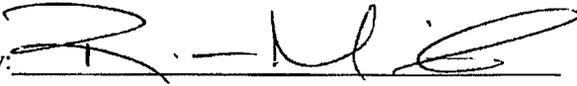
By:   
Mayor

**ATTEST:**

  
Estefanie B. Muller, Town Clerk-Treasurer

**Approved:**

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: 

Date: 7/25/8



**Section 3.** If voters approve the proposed gross receipts tax on the November 7, 2006 ballot, Santa Fe County shall staff the existing fire stations in Agua Fria, Tesuque and Rancho Viejo beginning in fiscal year 2008 and shall be the primary responder to emergencies in the urban and urbanizing areas;

**Section 4.** If voters approve the proposed gross receipts tax on the November 7, 2006 ballot, Santa Fe County shall provide some tax proceeds to the recruitment and retention of volunteer firefighters; and

**Section 5.** If voters approve the proposed gross receipts tax on the November 7, 2006 ballot, Santa Fe County shall continue to evaluate its staffing plans and operational programs to determine if additional resources can be devoted to urbanized areas for fire and emergency purposes and whether sufficient resources exist to staff the Agua Fria Fire Station during the current fiscal year.

**APPROVED, ADOPTED AND PASSED this 31 day of October, 2006.**

**BOARD OF COUNTY COMMISSIONERS**



*[Handwritten Signature]*  
\_\_\_\_\_  
Harry B. Montoya, Chairman



*[Handwritten Signature]*  
\_\_\_\_\_  
Valerie Espinoza  
Santa Fe County Clerk

**APPROVED AS TO FORM:**

*[Handwritten Signature]*  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
BCC RESOLUTIONS  
PAGES: 2  
I Hereby Certify That This Instrument Was Filed for  
Record On The 2ND Day Of November, A.D., 2006 at 11:42  
And Was Duly Recorded as Instrument # 1457558  
Of The Records Of Santa Fe County  
Witness My Hand And Seal Of Office  
Valerie Espinoza  
County Clerk, Santa Fe, NM  
*[Handwritten Signature]*

SFC CLERK RECORDED 11/02/2006

SANTA FE COUNTY

Resolution No. 2006-165

A RESOLUTION REGARDING SANTA FE COUNTY ASSUMING THE CITY OF SANTA FE'S PORTION OF THE OPERATIONAL COSTS OF THE REGIONAL EMERGENCY COMMUNICATIONS CENTER AND PROVIDING FULL-TIME STAFF IN COUNTY FIRE STATIONS LOCATED IN THE AGUA FRIA, TESUQUE AND RANCHO VIEJO AREAS

WHEREAS, the November 7, 2006 ballot asks voters whether to impose a Countywide Emergency Communications and Emergency Medical Services Gross Receipts Tax at the rate of one-fourth of one percent of the gross receipts of a person engaging in business in the County;

WHEREAS, if the tax is approved by voters, the revenue will be dedicated to operation of an emergency communications center that has been determined by the Local Government Division of the Department of Finance and Administration to be a consolidated public safety answering point and operation of emergency medical services provided by Santa Fe County;

WHEREAS, if voters approve the proposed tax, a significant portion of tax revenue will be generated within the city limits of the City of Santa Fe, while a significant portion of the revenue generated will be spent outside City limits;

WHEREAS, if voters approve the proposed tax, the County of Santa Fe wishes to assume certain responsibilities currently assumed by the City of Santa Fe relating to the provision of fire and emergency services.

NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE BOARD OF COUNTY COMMISSIONERS THAT:

Section 1. If voters approve the proposed gross receipts tax on the November 7, 2006 ballot, Santa Fe County shall assume the City of Santa Fe's operational costs of the Regional Emergency Communications Center ("RECC"), estimated at \$2.3 million, beginning July 1, 2007;

Section 2. If voters approve the proposed gross receipts tax on the November 7, 2006 ballot, Santa Fe County shall become the fiscal agent for the RECC but governance of the RECC shall remain the same as it is under the terms of the Memorandum of Understanding between the City of Santa Fe and Santa Fe County;

SFC CLERK RECORDED 11/02/2006

EXCERPT FROM THE MINUTES OF A REGULAR MEETING  
OF THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY, NEW MEXICO

REC'D CLERK RECORDED 09/14/2006

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

The Board of County Commissioners of Santa Fe County, New Mexico (the "Board") met in regular session in full conformity with the laws and the rules and regulations of the Board, at the County Administration Building (Commission Chambers), Santa Fe, New Mexico, the regular meeting place of the Board, on the 12th day of September, 2006, at the hour of 3:00 p.m., at which time there were present and answering the roll call the following members:

Chairman Montoya  
Members Anaya  
Campos  
Sullivan  
Vigil

Absent: NONE



Also Present: Gerald Gonzalez, County Manager  
Joseph Gutierrez, PFMD  
Director

The following resolution was introduced:

COUNTY OF SANTA FE ) BCC RESOLUTIONS  
STATE OF NEW MEXICO ) ss PAGES: 7  
I Hereby Certify That This Instrument Was Filed for  
Record On The 14TH Day Of September, A.D., 2006 at 10:51  
And Was Duly Recorded as Instrument # 1450649  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Valerie Espinoza  
1 Deputy Teri May County Clerk, Santa Fe, NM

SANTA FE COUNTY, NEW MEXICO  
COUNTYWIDE EMERGENCY COMMUNICATIONS  
AND EMERGENCY MEDICAL SERVICES TAX  
ELECTION PROCLAMATION  
AND  
ELECTION 2006-  
RESOLUTION NO. 146

WHEREAS, as authorized by Section 7-20E-22 NMSA 1978, the Board of County Commissioners (the "Board") of Santa Fe County, New Mexico (the "County"), enacted Ordinance No. 2006-9 at a public meeting of the Board held on September 12, 2006, providing for the imposition by the County of an excise tax at a rate of one-fourth of one percent of the gross receipts of a person engaging in business in the County for the privilege of engaging in business, to be referred to as the "Countywide Emergency Communications and Emergency Medical Services Gross Receipts Tax"; and

WHEREAS, pursuant to Section 7-20E-22(E), Ordinance No. 2006-9 shall not go into effect until after an election has been held and a majority of the voters voting in the election vote in favor of imposing the tax; and

WHEREAS, pursuant to Section 7-20E-22(E), the Board, as the governing body of the County, shall adopt a resolution calling for an election within seventy-five (75) days of the date the ordinance is adopted on the question of imposing the tax, which may be submitted to the voters as a separate question at a general election or at a special election called for that purpose by the Board; and

WHEREAS, no election has been held on the question of imposing any increment of the the tax during the year immediately preceding the date established for the election, as prohibited by Section 7-20E-22(E); and

WHEREAS, the Board has determined that it is in the best interest of the citizens of the County that the question of imposing the Countywide Emergency Communications and Emergency Medical Services Gross Receipts Tax shall be submitted to the registered qualified electors of the County as a separate question at the general election to be held on November 7, 2006; and

WHEREAS, if a majority of the voters voting on the question approve the imposition of the tax, Ordinance No. 2006-9 shall become effective on July 1, 2007, as provided in the Ordinance and in accordance with the County Local Option Gross Receipts Tax Act, Sections 7-20E-1, *et seq.*, NMSA 1978, *et seq.*

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY, NEW MEXICO AS FOLLOWS:

Section 1. That the Countywide Emergency Communications and Emergency Medical Services Tax Election question called for by the Countywide Emergency

2006/11/29 09:41 AM RECEIVED

Communications and Emergency Medical Services Tax Election Resolution shall be submitted to the registered qualified electors of Santa Fe County, New Mexico coincident with the general election on Tuesday, November 7, 2006 (the "Election Date").

Section 2. Pursuant to Sections § 1-11-1 through 1-11-3 NMSA 1978, the County Clerk shall at least one time, not more than 12 days and not less than 7 days prior to the Election Date, give notice of the Countywide Emergency Communications and Emergency Medical Services Tax Election question by posting the Proclamation, including addresses of polling places and list of precinct board members in English and Spanish in a public building in the County and in at least one conspicuous place in each precinct in the County, and pursuant to Section 1-1-15 NMSA 1978 shall continue to post the Proclamation for at least 7 days prior to the Election Date. The Proclamation shall be published in full, in substantially the following form with only such changes as are approved by the Chairman of the Board and as provided by law, in English and Spanish:

SANTA FE COUNTY, NEW MEXICO

NOTICE OF COUNTYWIDE EMERGENCY COMMUNICATIONS AND  
EMERGENCY MEDICAL SERVICES TAX ELECTION  
TO BE HELD ON NOVEMBER 7, 2006

NOTICE IS HEREBY GIVEN that at the general election (the "Election") to be held in Santa Fe County, New Mexico (the "County") on Tuesday, the 7<sup>th</sup> day of November, 2005, there will be presented for vote to the qualified registered electors of the County the following question:

COUNTYWIDE EMERGENCY COMMUNICATIONS  
AND EMERGENCY MEDICAL SERVICES TAX QUESTION

Shall there be imposed a Countywide Emergency Communications and Emergency Medical Services Gross Receipts Tax at a rate of one-fourth of one percent of the gross receipts of a person engaging in business in the County for the privilege of engaging in business, the revenue of which will be dedicated to both of the following purposes: (a) Operation of an emergency communication center that has been determined by the Local Government Division of the Department of Finance and Administration to be a consolidated public safety answering point; and (b) Operation of emergency medical services provided by Santa Fe County?

The polls, except the absentee precinct, for the Election will be open between the hours of 7:00 a.m. and 7:00 p.m. on November 7, 2006. The polls shall be located within the County as follows:

*[To be provided by the Santa Fe County Clerk]*

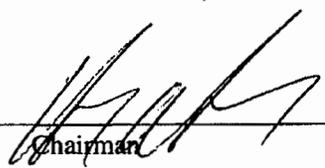
No ballot on the Countywide Emergency Communications and Emergency Medical Services Tax election shall be received unless, on the date of the election, the person offering to vote is a registered, qualified elector of the County. The registration books of Santa Fe County shall be closed by the County Clerk at 5:00 p.m. on October 10, 2006, except as otherwise provided by law. Any person otherwise eligible to vote as a qualified elector and not currently registered may register prior to such time at the Office of the County Clerk, Santa Fe, New Mexico, or at the office of any duly appointed deputy registration officer.

All registered, qualified electors in Santa Fe County, New Mexico, shall be entitled to vote; absentee voting shall be permitted as authorized by the Absentee Voter Act, Section 1-6-1, et seq., NMSA 1978, as amended and supplemented. Applications for absentee ballots may be obtained from the Office of the County Clerk, Santa Fe, New Mexico, but at 5:00 p.m. on November 6, 2006, the County Clerk is required by statute to destroy unused absentee ballots, so that completed applications must be returned to the County Clerk prior to such time. At any time prior to 5:00 p.m. on Monday, November 6, 2006, any person whose absentee ballot application has been accepted and who was mailed an absentee ballot but who has not received the absentee ballot may execute, in the office of the County Clerk of Santa Fe County, a sworn affidavit stating that he did not receive or vote his absentee ballot. Upon receipt of the sworn affidavit, the County Clerk shall issue the voter a replacement absentee ballot.

IN TESTIMONY WHEREOF, the Board of County Commissioners of Santa Fe County, New Mexico, being the governing body of the County, has caused this notice to be published as required by law and dated this 12 day of ~~SEPTEMBER~~, 2006.

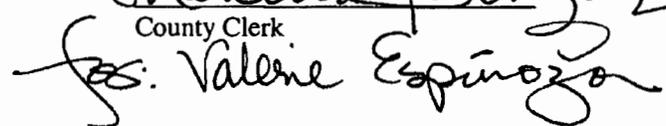
BOARD OF COUNTY COMMISSIONERS  
SANTA FE COUNTY, NEW MEXICO

By \_\_\_\_\_

  
Chairman

ATTEST:

(SEAL)

  
County Clerk  
  
Valerie Espinoza

2005 FEB 1 10 00 AM

Section 3. The Countywide Emergency Communications and Emergency Medical Services Tax question set forth in Section 1 of this Election Proclamation and Resolution shall be submitted separately to all qualified registered county electors on a single ballot and shall be so arranged so that a separate tally can be maintained of the votes cast for the question and against the question. Automatic voting machines shall be used except for absentee and emergency voting which shall be by paper ballot.

Section 4. The voting machines to be used shall carry ballot labels printed in English and Spanish, of such size as will fit the machines. The complete bond question to be submitted, in English and Spanish, shall be placed near the place of voting in plain view of the voters so that the complete question may be examined before they vote. The ballot labels shall be in substantially the following form:

**COUNTYWIDE EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES TAX QUESTION**

**FOR**            

**COUNTYWIDE  
EMERGENCY  
COMMUNICATIONS  
AND EMERGENCY  
MEDICAL SERVICES  
TAX**

Shall there be imposed a Countywide Emergency Communications and Emergency Medical Services Gross Receipts Tax at a rate of one-fourth of one percent of the gross receipts of a person engaging in business in the County for the privilege of engaging in business, the revenue of which will be dedicated to both of the following purposes: (a) Operation of an emergency communication center that has been determined by the Local Government Division of the Department of Finance and Administration to be a consolidated public safety answering point; and (b) Operation of emergency medical services provided by Santa Fe County?

**AGAINST**      

**COUNTYWIDE  
EMERGENCY  
COMMUNICATIONS  
AND EMERGENCY  
MEDICAL SERVICES  
TAX**

Section 5. The Chairman of the Board and County Clerk of Santa Fe County, New Mexico, be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution and the Countywide Emergency Communications and Emergency Medical Services Tax Election Resolution.

Section 6. The County Clerk is authorized and directed to take any and all steps necessary for the proper conduct of the election, including giving timely notice of the election by proclamation by publication and posting thereof and compliance with the Federal Voting Rights Act.

Section 7. All actions heretofore taken by the Board, the Chairman of the Board and the County Clerk not inconsistent with the provisions of this Resolution and the Countywide Emergency Communications and Emergency Medical Services Tax Election Resolution are ratified, approved and confirmed.

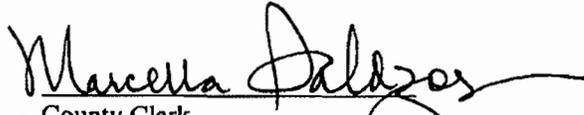
PASSED, ADOPTED AND APPROVED this 12th day of September, 2006.

BOARD OF COUNTY COMMISSIONERS  
SANTA FE COUNTY, NEW MEXICO

By  \_\_\_\_\_  
Chairman

ATTEST:

(SEAL)

  
County Clerk  
  
So: Valerie Espinoza

Member Campos then moved the adoption of the foregoing Resolution. Member Sullivan seconded such motion. The motion to adopt the Resolution was thereupon put to a vote, the Resolution was passed and adopted on the following vote:

Those Voting Aye: Montoya  
Anaya  
Campos  
Sullivan  
Vigil

Those Voting Nay: NONE

Those Absent: NONE

ALL (5) members of the Board having voted in favor of said motion, the presiding officer declared said motion carried and said Resolution adopted. The County Clerk was directed to enter the foregoing proceedings and Resolutions upon the records of the minutes of the Board.

After consideration of other business not related to the bond election, the meeting was, upon motion duly made, seconded, and passed, duly adjourned.

BOARD OF COUNTY COMMISSIONERS  
SANTA FE COUNTY, NEW MEXICO

By [Signature]  
Chairman

(SEAL)

ATTEST:

[Signature]  
County Clerk  
[Signature]  
Jo: Valerie Espinoza

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