



Agenda

CITY CLERK'S OFFICE

DATE 5/13/15 TIME 1:46pm

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PUBLIC SAFETY COMMITTEE
Tuesday, May 19, 2015, 4:00 PM
City Council Chambers
200 Lincoln Avenue, Santa Fe, NM 87501

1. Roll Call
2. Approval of agenda
3. Approval of Tuesday, April 21, 2015 minutes
4. Old business:
 - A. NONE
5. New business:
 - A. Presentation regarding Regional Emergency Communications Center (Santa Fe County Commissioners Roybal and Anaya)
 - B. PSA Alarm Enforcement (Deputy Police Chief Mario Salbidrez)
 - C. Requested Approval to purchase 90 body cameras from Digital Ally and BAR authorizing the movement of funds to appropriate line item (Police Chief Eric Garcia)
6. Matters from Municipal Court
7. Matters from Police Chief Eric Garcia
 - A. Certificates of Appreciation
8. Matters from Fire Chief Erik Litzenberg
9. Matters from the Santa Fe Police Officers Association
10. Matters from the Santa Fe Firefighters Association
11. Matters from the Regional Emergency Communications Center
12. Matters from Committee Members
13. Communications from the Floor
14. Adjournment

For information regarding the agenda, you can call Shannon Perez at 955-5074.

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) working days prior to meeting date.

INDEX SUMMARY OF MINUTES
Public Safety Committee
May 19, 2015

<u>INDEX</u>	<u>ACTION TAKEN</u>	<u>PAGE(S)</u>
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Call to Order and Roll Call	Councilor Dimas, Chair for the Public Safety Committee called the meeting to order at 4:00 pm. A quorum was declared by roll call.	Page 2
Review and Approval of Agenda	<i>Mr. Harris moved to approve the agenda as presented, second by Mr. Mizrahi, motion carried by unanimous voice vote.</i>	Page 2
Approval of April 21, 2015 Minutes	<i>Mr. Mizrahi moved to approve the minutes of April 21, 2015 as presented, second by Mr. Harris, motion carried by unanimous voice vote.</i>	Page 2
Old Business	<i>None</i>	Page 2
New Business <ul style="list-style-type: none"> A. Presentation regarding Regional Emergency Communications Center B. PSA Alarm Enforcement C. Request approval to purchase 90 body cameras from Digital Ally and BAR authorizing the movement of funds to appropriate line item. 	<i>Mr. Harris moved to recommend approval for the PSA Alarm Enforcement Contract for a (2) year term, with an option to renew for an additional (2) years not to exceed (4) years, second Dr. Owen Lewis, motion carried by unanimous voice vote.</i> <i>Mr. Mizrahi moved to recommend the approval to purchase 90 body cameras from Digital Ally and BAR authorizing the movement of funds to appropriate line item, second by Mr. Harris, motion carried by unanimous voice vote.</i>	Page 3-7
Matters from the Municipal Court	<i>Report included in meeting packet.</i>	Page 8
Matters from Police Chief Eric Garcia	<i>Certificate of Appreciation Michelle George</i>	Page 8
Matters from Fire Chief Erik Litzenberg	<i>Informational</i>	Page 8
Matters from the Santa Fe Police Officers Association	<i>Nothing to report</i>	Page 8
Matters from the Santa Fe Fire Fighters Association	<i>Nothing to report</i>	Page 8

INDEX SUMMARY OF MINUTES
Public Safety Committee
May 19, 2015

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Matters from Committee Members	<i>Informational</i>	Page 9
Communications from the Floor	<i>None</i>	Page 9
Adjournment and Signature Page	Meeting was adjourned at 5:25 pm	Page 9

PUBLIC SAFETY COMMITTEE
Tuesday, May 19, 2015, 4:00 pm – 5:25 pm
City Council Chambers
200 Lincoln Avenue, Santa Fe, NM 87501

MINUTES

Meeting was called to order at 4:00 pm by Councilor Bill Dimas, Chair for the Public Safety Committee.
Roll call reflects quorum.

1. Roll Call

Present

Councilor Bill Dimas, Chair
Herbert Harris, Vice Chair
Joe Arellano
Dr. Nancy Owen-Lewis
Peter Mizrahi
Eric Johnson

Absent

Mike Bowen
Dr. Mike Mier
David Trujillo

Others Present:

Chief Eric Garcia, Santa Fe Police Department
Chief Erik Litzenberg, Santa Fe Fire Chief
Deputy Police Chief Mario Salbidrez, SFPD
Nancy Jimenez, Fiscal Administrator
Lt. Andrea Dobyns, SFPD
Captain Marvin Paulk, SFPD
Michelle George, Recipient of Certificate of Appreciation
Mr. Ken Martinez, RECC
Santa Fe County Commissioner Henry Roybal
Santa Fe County Commissioner Robert Anaya
Katherine Miller, Santa Fe County Manager

Fran Lucero, Stenographer

2. Approval of Agenda

Mr. Harris moved to approve the agenda as presented, second by Mr. Mizrahi, motion carried by unanimous voice vote.

3. Approval of Tuesday, April 21, 2015 minutes
No changes.

Mr. Mizrahi moved to approve the minutes of April 21, 2015 as presented, second by Mr. Harris, motion carried by unanimous voice vote.

4. Old Business:

NONE

5. New Business:

A. Presentation regarding Regional Emergency Communications Center (Santa Fe County Commissioners Roybal and Anaya)

Commissioner Robert Anaya and Commissioner Henry Roybal, County Manager Katherine Miller, Mr. Ken Martinez and other key staff attended the Public Safety Committee to seek support and collaboration with the Public Safety Committee regarding the RECC. Draft White Paper on the Regional Emergency Communications Center, May 18, 2015 (Exhibit A) was distributed to the PSC members to follow in the presentation. Included in this packet were:

- 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 of 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.

Councilor Anaya stated that they are here today to discuss collaboration between the City and the County to evaluate the RECC component and share of operating costs. It was suggested by the City Council that we might be better served if we participated with the Public Safety Committee for procedural reasons. Santa Fe County Commissioners all concurred on this process. Ms. Katherine Miller, Santa Fe County Manager will provide more information on the packet that has been distributed. We understand that there was a tax instituted, and that it doesn't only come from the outlying areas of the County, but it also comes from the City. Our interest is to figure what is fair share for the RECC and how we can share a proportionate cost moving forward. We are here in the spirit of the public. Sheriff Garcia could not be here today but he is looking forward to some dialog on this matter.

Ms. Kathryn Miller, Santa Fe County Manager

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 a resolution was passed by Santa Fe County Commission, 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 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 Amendment and Restated Joint Powers of 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 equally provide funds for capital expenditures.

In May of 2008, the JPA was amended a second time, (Exhibit E"), to include the Town of Edgewood and the provision of communication 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 \$200,000.00). The City of Santa Fe and Santa Fe County would then equally split the remainder.

Reference Page 2, 3 and 4 of enclosed Memo: Capital Contributions have normally been shared, however from 2010-2014 there have been discussions that have been tabled at every RECC Board Meeting and City/County meeting because there are items that are relative and pending discussion and agreement between the City and County's respective governing bodies. One point of discussion is how to fund the RECC and to help fund the County Fire Department. There is ambiguity from the board. Both RECC and Fire Department are looking for funds for staffing as well as the Sheriff, but they are tapped out. Other counties tap the amount of the tax that goes to the dispatch. That did not happen in either of the Joint Power of Agreement versions. It was stressed that county board members on the RECC do not have the authority to prioritize the County's budget between the two competing functions. It has taken the city out of the process since they don't have any money in the budget.

(Listed items of concern are detailed in Exhibit A - Memo for review and detail).

One other item is that the facility itself, since 2001, 14 years of growth has required more staff and more space. Santa Fe County put in \$2.4 million dollars to expand that facility. Files are in the hallway, they have no room to grow. The County is looking for another revenue source to expand that facility. There has also been discussion to change the makeup of the board members. It has been made up with city and county police and fire – other counties have elected officials such as City Councilors or County Commissioners. That would also require a change in the new powers of agreement.

The County's positions on the issues stated 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.

Santa Fe County recommends the governing bodies fully re-negotiate the terms of the Joint Power 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 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 RECC 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. Thank you.

Commissioner Anaya: I was remiss in not addressing the contribution of the Fire and Police Chief. None of these discussions take the place of Public Safety and RECC; we all know there is no other way to address the needs of our communities than to have a Regional Center. Commissioner Roybal and the team of other County Commissioners are here to discuss a workable scenario. I believe it would be a good thing to have an elected official as a representative on that board.

Commissioner Roybal: Expressed his gratitude for being there today. He strongly supports the creation of a City/County group do start a dialog and work collaboratively. "Thank you for the time you have afforded us today to talk to you so we can come to some sort of an agreement."

Chair: Has there been a committee or a group of people organized to talk about this.

Commissioner Anaya: That is a good question, if we could mediate that between Ms. Miller and Mr. Snyder, the minutes are available for additional information. In that meeting there was consensus that we would appoint individuals on both sides, city/county, I don't think appointments have been made. We would work on white papers from the city perspective. This team worked on this draft to make sure that we provide the information from our perspective and we put draft to assure that we work in collaboration with the city team. We are here as a start up.

Chair: How many board members do you have presently?

Commissioner Anaya: There are 8 total board members, 1 Edgewood, 1 At Large, 3 County and 3 City. Sheriff on the County Side as an elected official. City Chief of Police is represented.

County Manager: Policy issues and budget all have to come back to the governing body. At its inception they said it would be operational.

Chair: It doesn't seem like there is a clear understanding of how to pay. I think we should have someone from the governing board on this committee.

Mr. Martinez: Speaking as the Director of the Center it is truly regional. The model should be in the middle, it should not be run by one or the other. It is efficient and effective to have that center neutral. With the question if there should be governing body or elected officials on the Board of Directors, the budget is set and approved by the Board. The budget would then go to the City and to the County for a second approval. To have the elected officials on the board might make it a smoother process. Operationally for efficiency and effectiveness it is better to run with the model and to answer to the client agency Board of Directors who is familiar with the operation.

Chief Johnson: This question has come up for several years. The way the board is set up now, we make recommendations, the City Manager and County Manager take information to their governing body's and the decisions are made there.

Chair: It seems that it will need to start with the Board. We will go to the City Manager to work out some of these things. Getting the two governing body's hasn't worked real well. It will take a lot of work, time and negotiation by both parties. The City/County worked well for the annexation.

Chief Johnson: I have been involved in this for several years, we who provide the service are here to provide public safety and the Center has to grow. Who will cover the cost and control their budget?

Commissioner Anaya: I would like to make a request and tie it back to some of your comments that I concur with; you appropriately pointed out that what we did with annexation we got focused, we had action items and we came to concurrence and got things done. I would ask if we could have the full committee read and absorb the document content and possibly have the discussion here at the Public Safety Committee to stay engaged. Commissioner Roybal and Commissioner Anaya are willing to work with the Public Safety Committee members and the City governing body.

Dr. Owen Lewis: What is your intention in bringing forward these recommendations?

Commissioner Anaya: I would defer to your committee as the negotiating team. Commissioner Anaya, Commissioner Roybal and staff have hopes that after you have had a chance to absorb contents of these important documents that a committee can be created to focus on the issues at hand and fine a way to accomplish the tasks.

Chair: We have Mr. Martinez come to this meeting monthly, we can discuss some of these items and invite you back in the future to continue dialog. The Chair asked committee members to look at the document and work on feedback. Thank you to the Santa Fe County officials attending this meeting.

B. PSA Alarm Enforcement (Deputy Police Chief Mario Salbidrez)

A new contract has gone in to place with Public Safety Corporation [Cry Wolf] regarding alarm systems and false alarm reduction. The new contract is for 2-years which would start July 4, 2015 – ending April 30, 2017 and upon satisfactory performance by PSC the PSA allows an option to renew the agreement for an additional (2) years, not to exceed the 4 years. The SFPD is confident that they have responded to all Audit findings. Finding 1. Lack of Ownership/Leadership, Cohesion and Oversight, Finding 2. Lack of Formally Documented Policies and Procedures, Finding 3. Collections Not Actively Pursued, Finding 4. Appeals and Processed Timely and Finding 7. Not all Alarm Companies are Submitting Monthly Reports; Not All Alarms Users are registered. We will continue to work on the list of findings to assure we stay up to date on all work done to correct the above mentioned areas. One of the biggest concerns is the outstanding balances

of fees and fines which is estimated at about \$1 million dollars. To date collection letters have been sent but no one in the city is seeking hard collections. It is written in to the contract for PSA to do hard collections and they will assess the City a 20% fee on collections.

Mr. Arellano: What is hard collection?

Chief: Soft collection is mailing the invoice and no follow up and a hard collection is actually pursuing the collection in every sound method available. The Mayor and Council were very clear that they wanted us to be assertive in pursuing collections.

Mr. Harris asked if they would be pursuing past fines or just those fines moving forward.

Chief said Legal has given an opinion that we can move forward and collect past fines. There is not a statute of limitation in attempting to collect past fines.

The Chair said he is pleased that staff has moved forward and worked on all of the deficient findings, thank you very much.

Mr. Harris moved to recommend approval for the PSA Alarm Enforcement Contract for a (2) year term, with an option to renew for an additional (2) years not to exceed (4) years, second Dr. Owen Lewis, motion carried by unanimous voice vote.

- C. Requested Approval to purchase 90 body cameras from Digital Ally and BAR authorizing the movement of funds to appropriate line item (Police Chief Eric Garcia)

The SFPD is respectfully asking to purchase 90 FirstVu HD Cameras and 2 FirstVu Charging/Downloading Docs. These body cameras will be used to outfit the patrol division of the SFPD. The Body Cameras are compatible with the current in-car camera systems. These two systems will be able to communicate with each other and/or record an even simultaneously. They are funded partially by the Edward Byrne Grant (\$29,156) and the Police Property Tax Fund (\$41,729), total cost \$70,885.00. Vendor Information: Digital-Ally. SFPD is currently in the final stages of completing a policy to guide the department in the use of the body cameras. The added language, related to body cameras, is being added to the existing in-car camera policy.

Mr. Arellano: Do we know the life expectancy of these cameras and their dependability.

Chief Garcia – We don't know if one of these products is going to freeze up or break. We are moving forward with policy and procedures and training guidelines to maintain a good life and operational expectancy of the cameras. Lapel cameras are not a primary tool. We cannot predict when and if they will break but we can exercise caution and care for the equipment.

Mr. Arellano: Are 90 cameras sufficient for all of the force.

Chief Garcia: This will provide enough visual allied cameras, VIN mikes are already in place in the motor vehicle. It will cover about 90% and we will rely on digital recorders for the balance.

Chief Johnson: This is a great and valuable tool, I support. It will also help solve claims.

Mr. Mizrahi moved to recommend the approval to purchase 90 body cameras from Digital Ally and BAR authorizing the movement of funds to appropriate line item, second by Mr. Harris, motion carried by unanimous voice vote.

6. Matters from Municipal Court
Report included in packet

7. Matters from Police Chief Eric Garcia
Certificates of Appreciation

Officer Andrea Dobyns presented a certificate of appreciation to Ms. Michelle George for her dedication and hard work during the March Against Child Abuse Walk. Ms. George was not only a coordinator of this important event; she contributed unlimited hours and helps to make this event a success. She has been doing this for years; she is the glue that keeps this function.

Ms. George expressed her thanks and said, "it was a team effort and we couldn't do it without law enforcement and all the state agencies that participated."

The PSC asked the status on recruitment.

Chief Garcia: Presently there are 12 vacancies; Chief has signed off on 5 cadet packets and 2 laterals. The Chief was happy to report that we are getting officers from other law enforcement walks of life and they are coming over to Santa Fe.

8. Matters from Fire Chief Erik Litzenberg

Chief Litzenberg reported that the Academy started with 20 cadets and they have lost 1. We can expect to lose about 3 in total.

9. Matters from the Santa Fe Police Officers Association
None

10. Matters from the Santa Fe Firefighters Association
None

11. Matters from the Regional Emergency Communications Center

Mr. Martinez clarified that his operators work very hard and at the highest possible professional quality of work. The operators do not stop their productivity because of administrative matters, they continue to work on the goal and mission to save lives and keep our community safe. Mr. Martinez said that he also would like to bring forward commendations for his staff for a job well done. Operations are kept at a management level and staff does an outstanding job meeting the scope of their responsibilities.

The Chair said they do an outstanding job and he and the PSC members agreed we should recognize them.

Mr. Mizrahi reiterated that Mr. Martinez has been a great benefit to this committee in coming to every meeting and providing the up to date statistics.

The Chair would still like to do a tour of the facility and will coordinate with Mr. Martinez for the near future.

April 911 Calls

9,151 = Police

933 = Animal

1,196 = Fire

11,280 calls for service

Drug Tip Hotline Calls: 30 per month

Chief Garcia said that the sticker is already in the units with the 911 information for the Drug Tip hotline.

The Chair asked for the status of the drug hotel line number bumper stickers. Mr. Martinez said if we have them he can also distribute at RECC activities. Chief Garcia will look in to budget status for the other bumper sticker and with Sgt. Montano on status.

Chair would like to see a report on how many arrests or referrals have been made on trafficking calls. Chief Garcia will follow up on this item and report back at next meeting.

Mr. Martinez can also provide tracking information on these tips that are coming in.

12. Matters from Committee Members

Mr. Mizrahi – Mile per hour signs in town are getting covered up by vegetation. Zia/Rodeo Rd. - 40 mph sign is covered up. Chief will refer comments to Ike Pino.

Mr. Harris: Does the city require an address on buildings downtown.

Mr. Garcia, most of them should be marked. Chief will look in to this item.

Thank you to the Police Department – 2 of the Public Safety Aides helped Mr. Harris when his car stalled. Animal Control Officer also assisted, thank you.

Mr. Arellano: I want to commend the officers who helped me and my family while dining out someone was breaking in to my vehicle. They arrived at the scene almost immediately.

Chief Garcia: Thank you.

Mr. Arellano said he is involved in the Rotary Club and they are planning Pancakes in the Plaza, they asked if they could have an officer after they close and are loaded up for safety and security.

Chief Garcia said they will comply with this request for an additional Officer for July 4.

Mr. Arellano asked if there was a specific reason why the colors of the police units are the same color for county, city and state, black and white and gold.

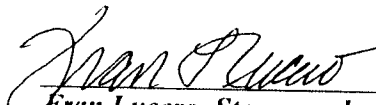
Chief Garcia asked Ms. Jimenez to respond to this question. Ms. Jimenez explained that when they apply for grants there is sometimes a stipulation request on the color and identity of the vehicle, i.e., black and white vehicles. 75% or higher in black and white vehicles. Investigations have multiple colors for their vehicles. Detectives are a little different, unmarked. They noticed that the black and white is more noticeable. Black and white is the direction everyone is going due to the federal grant requests.

13. Communications from the Floor
None

14. Adjournment – There being no further business to come before the Public Safety Committee the meeting was adjourned at 5:25 pm

Signature Page:

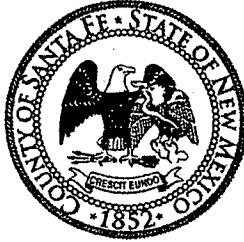

Councilor Bill Dimas, Chair


Fran Lucero, Stenographer

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

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

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

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.

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 1st 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 31st, 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:

COUNTY OF SANTA FE:


LARRY A. DELGADO, MAYOR
PAUL DURAN, CHAIR
SANTA FE COUNTY COMMISSION

DATE: 9.28.01

DATE: 10/30/2001

ATTEST:

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
REBECCA BUSTAMANTE
COUNTY CLERK

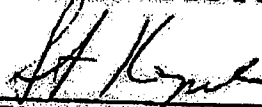
ccutg. 9/24/01

APPROVED AS TO FORM:

APPROVED AS TO FORM:



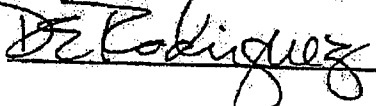
PETER A. DWYER
CITY ATTORNEY



STEVE KOPELMAN
COUNTY ATTORNEY

THIS AGREEMENT HAS BEEN
APPROVED BY:

STATE OF NEW MEXICO
DEPARTMENT OF
FINANCE & ADMINISTRATION

BY: 

DATE: 11/5/01

OK
SOS GC
11/05/01

Exhibit B

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 ¹	\$456,000.00 ^{2,3}		\$2,114,000.00
Director				\$90,000.00
MIS				\$70,000.00
Total Personnel	\$1,567,262.00	\$456,000.00	\$2,023,262.00	\$2,274,000.00⁴

- 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%	\$655,340.00	\$45,000.00	\$35,000.00	\$735,340.00
					\$2,274,000.00

RECC FY03 Combined Operating Expense Cost Breakdown based on percentage rate

	%	Utilities \$100,000	Uniforms \$10,000	Lease Space \$45,000 ¹	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
							\$195,000

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
		\$250,000	\$850,000	\$1,100,000	-\$280,000	\$820,000

Regional Dispatch District
Financial Projections

69% 31% Split

1st Year

Revenues

DRAFT

City Contribution	2,098,085
County Contribution	1,223,051
Grant	560,000

Total Revenues	<u>\$ 3,881,136</u>
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Expenses

County Share	City Share	Grant
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Personnel

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	\$ 29,202	\$ 65,000
Shift Diff.	\$ 50,724	\$ 15,724	\$ 35,000
Total Personnel	\$ 2,174,150	\$ 704,385	\$ 1,469,765

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	1,500,000	470,000	470,000	560,000

List

Software

List

Inv. Exempt Equipment
Professional Services
Utilities

10,000	3,100	6,900	
<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>
	1,304,629

SFC CLERK RECORDING 08/25/2006

SANTA FE COUNTY, NEW MEXICO

2006-
RESOLUTION NO. 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



SEC CLERK RECORDING 08/25/2006

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.

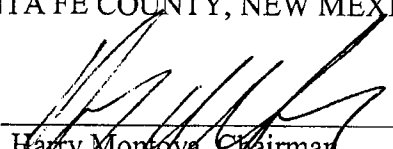
(Signature page follows)

SFC CLERK RECORDING 08/25/2006

PASSED AND ADOPTED this 22nd day of August, 2006.

SANTA FE COUNTY, NEW MEXICO

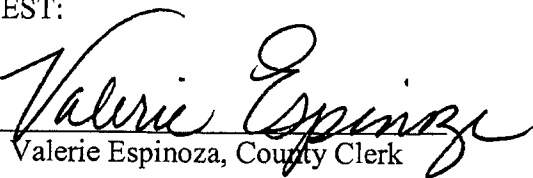
By:

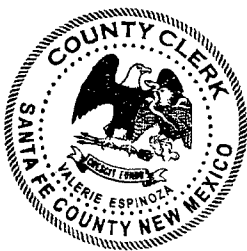

Harry Montoya, Chairman,
Board of County Commissioners

[SEAL]

ATTEST:

By:

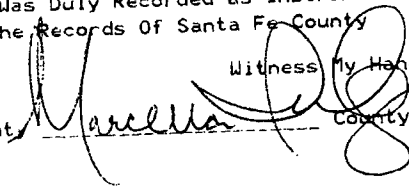

Valerie Espinoza, County Clerk



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  Witness My Hand And Seal Of Office
Valerie Espinoza
County Clerk, Santa Fe, NM

REC CLERK RECEIPTING 01/11/2007

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2006-125

COUNTY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2006-164

INTRODUCED BY:

C. Dominguez *Davidson* *John G. [unclear]* *[unclear]*
Chris Albert *[unclear]* *[unclear]*

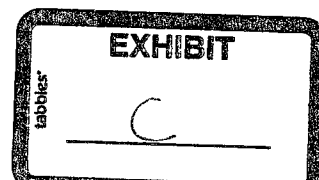
A JOINT RESOLUTION

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



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

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 COMMISSIONERS OF SANTA FE COUNTY AND THE GOVERNING BODY 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.

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

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

David Coss

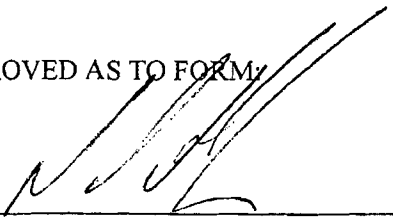
DAVID COSS, MAYOR

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

SFC CLERK RECORDING 01/11/2007

1 APPROVED AS TO FORM:

2 

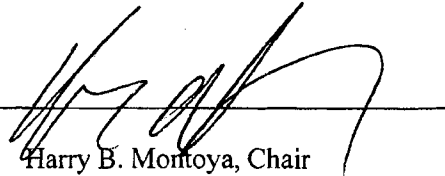
3
4 FRANK D. KATZ, CITY ATTORNEY

5
6 PASSED, APPROVED and ADOPTED this 10 day of October, 2006, by the
7 Board of County Commissioners of the County of Santa Fe.

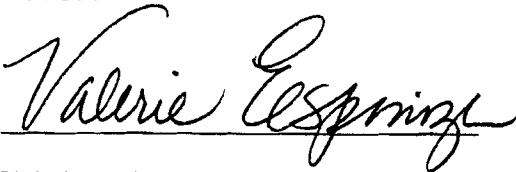
8 THE BOARD OF COUNTY
9 COMMISSIONERS OF SANTA FE COUNTY



15 By:

16 
17 Harry B. Montoya, Chair

18 ATTEST:

19 

20 Valerie Espinoza, County Clerk



23 APPROVED AS TO FORM:

24 

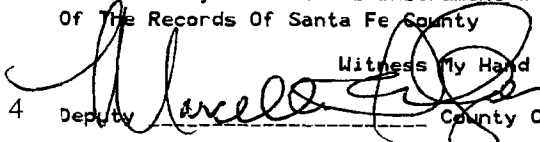
25 Stephen C. Ross, County Attorney

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

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 6

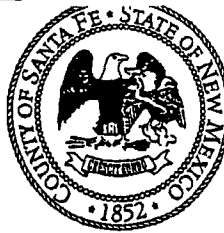
I Hereby Certify That This Instrument Was Filed for
Record On The 11TH Day Of January, A.D., 2007 at 09:33
And Was Duly Recorded as Instrument # 1466561
Of The Records Of Santa Fe County

4 
Witness My Hand And Seal Of Office
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.

REC'D CLERK RECORDED 11/11/2007

SFPC CLERK RECORDING 01/11/2007

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.

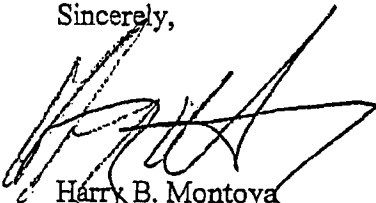
Santa Fe County will also continue to evaluate its staffing plans and operational programs to ascertain if additional resources can be devoted to urbanized areas for fire and emergency purposes.

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 Santa Fe County Board of Commissioners is in need 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 COMMISSIONERS, THE BOARD OF COUNTY SUPERVISORS, AND THE GOVERNING BODY 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 10th 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



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 1st 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.

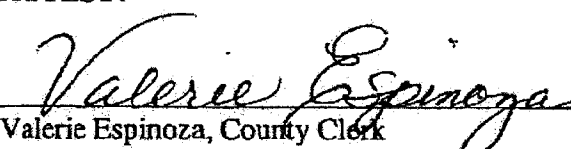
IN WITNESS WHEREOF the parties have executed this Agreement as of the dates documented below.

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 Vigil
Yolanda Vigil, City Clerk
ccmtg 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 1st 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
ccmtg 5/28/08


Approved as to form:

Frank Katz
Frank Katz, City Attorney

THE TOWN OF EDGEWOOD

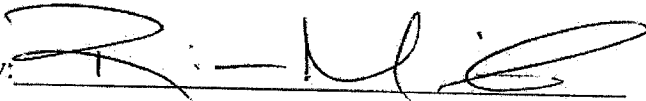
By: 
Mayor

ATTEST:


Stefanie B. Muller, Town Clerk-Treasurer

Approved:

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION

By: 

Date: 7/25/8

