

GRANT COUNTY, NEW MEXICO

**JOINT POWERS AGREEMENT FOR CONSOLIDATED PUBLIC SAFETY ANSWERING
POINT (PSAP)**

This Joint Powers Agreement (Agreement) is dated the _____ day of _____, 2019, by and between the Board of County Commissioners of Grant County, New Mexico (County), the Town of Silver City, New Mexico, a municipal corporation, the City of Bayard, New Mexico, a municipal corporation, and the Village of Santa Clara, New Mexico, a municipal corporation, and the Town of Hurley, New Mexico, a municipal corporation, and Western New Mexico University a New Mexico University.

NOW THEREFORE, the parties agree as follows:

1. GENERAL PROVISIONS

- 1.1. Pursuant to the provisions of the Joint Powers Agreement Act (Sections 11-1-1 through 11-1-7 NMSA 1978) and the Enhanced 911 Act (Sections 63-9D-1 through 63-9D-11 NMSA 1978), the parties agree that a separate legal entity known as the Grant County Regional Dispatch Authority (the Authority) shall be organized and empowered as set forth herein.
- 1.2. The parties agree that, by execution of this Agreement, they jointly and severally constitute, authorize and empower the Authority as a separate entity, with full powers to enter into contracts, to sue and be sued, and otherwise do all things necessary to carry out the duties delegated hereunder.
- 1.3. By entering into this Agreement, none of the parties shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by federal, state, local, or common law and the New Mexico Tort Claims Act. The parties and their "public

employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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

2. **BOARD OF DIRECTORS**

- 2.1. The Board of Directors shall consist of six (6) members; provided, however, that in the event a party terminates its participation in this Agreement pursuant to paragraph 10.2 of this Agreement, the size of the Board of Directors shall be reduced. All members of the Board shall be residents of the County
- 2.2. The members of the Board of Directors shall be selected as follows: Each Party shall appoint one member and one alternate to the Board of Directors. The term of office for members of the Board of Directors shall be indefinite. All members of the Board of Directors shall serve at the pleasure of the entity that appointed them and they may be replaced at any time by formal action of their appointing entity. All directors shall serve until their successor has been appointed and formally taken office.
- 2.3. In the event of the death or resignation of a director, or three consecutive absences from duly called meetings, the entity that appointed the director shall thereupon appoint a director to

replace the vacated position. The attendance by an alternate may satisfy this requirement.

- 2.4. The Board of Directors shall elect one member as Chair, one member as Vice-Chair. Officers shall be elected every year at the annual organizational meeting. A special election shall be held if there is a vacancy in an office prior to the expiration of a regular term of office.

3. GENERAL POWERS OF BOARD OF DIRECTORS

- 3.1 The affairs of the Authority shall be conducted by the Board of Directors.
- 3.2. The Board of Directors may adopt By-Laws and Rules and Regulations as it deems necessary to conduct the affairs of the Authority.
- 3.3. Each director or their alternate, shall be counted as one to determine a quorum. A quorum of the directors shall be three (3) directors or alternates. With the exception of the directors or alternates representing Grant County and Silver City each director or their alternate vote will count as one (1). Each vote cast by directors or alternates representing Grant County and Silver City shall be counted as two votes.

4. POWERS OF THE AUTHORITY

The Authority shall be empowered and authorized to:

- 4.1. Establish and operate a Consolidated Communication Center to provide emergency communications for the County, the Municipalities and other parties that conduct emergency services with the boundaries of Grant County.
- 4.2. Hire and appoint the Executive Director of the GCRDA that is responsible for the day-to-day operations, compliance with applicable laws and regulations and reporting to and informing the Board any and all information required to carry out the duties of the Board.
- 4.3. Exercise the rights and powers granted to a “local governing body” under the Enhanced 911 Act.
- 4.4. Contract for the installation and operation of an enhanced 911 system and other emergency and law enforcement communications equipment.
- 4.5. Pay for such equipment, software, installation of equipment and software, maintenance

agreements, and related services by way of a lease, purchase or lease-purchase subject to the provisions of the Procurement Code.

- 4.6. Administer the funds provided for enhanced 911 services by the Enhanced 911 Act.
- 4.7. Money received from the enhanced 911 fund shall be spent in accordance with rules adopted by the Local Government Division of the Department of Finance and Administration.
- 4.8. In addition, the Authority may do any other act as may be necessary to provide effective and efficient emergency and law enforcement communications; including, but not limited to, the contracting with equipment vendors and service suppliers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder.
- 4.9. The Authority may enter into contracts with other governmental public safety agencies to provide communication services at a cost to be determined by the Authority.
- 4.10. All procurement shall be in compliance with the Fiscal Agent's procurement policies.
- 4.11. The Authority shall not have the right or authority to force the relinquishment, reassignment, relicensing or use of any radio frequency or frequencies that are presently licensed to any of the parties to this Agreement or any of their agencies.

5. LIMITATIONS TO POWERS OF THE BOARD

The Board shall not involve itself in the day-to-day operations of the GCRDA, except as outlined above.

6. BUDGET AND OPERATING COSTS

- 6.1. The annual budget of the Authority shall be submitted to the Board of County Commissioners of Grant County the fiscal agent and shall not be effective until approved by the Board of County Commissioners. Unless otherwise provided in this Agreement, the County shall provide the funds that are necessary for the Authority's administrative and operational expenses from the revenue generated by the County Emergency Communications and Emergency Medical Services Gross Receipts Tax (the G.R. tax).
- 6.2. The County is currently allocating 100% of the designated G.R. tax in accordance with NMSA

1978 7-20E-22, to fund the Authority's administrative and operational demands. If the County Emergency Communications total tax fund is not sufficient to meet the Authority's operating budget for any fiscal year, the parties to this JPA shall jointly contribute the amount necessary to meet the Authority's operating budget. The amount of each entity's contribution shall be determined by applying the following percentages to the total amount of the required contribution:

<u>Entity</u>	<u>Percent</u>
The Grant County	38%
The Town of Silver City	38%
The City of Bayard	6%
The Village of Santa Clara	6%
The Town of Hurley	6%
Western New Mexico University	6%
TOTAL	100%

- 6.3. If the County terminates its participation in this Agreement, the County shall, notwithstanding its non-participation, continue to provide the funds set out in this Agreement that are reasonably necessary for administrative and operational expenses.
- 6.4. There is and may continue to be an annual maintenance cost for software, communications circuits and the computer for the records computer at the communications center. These costs shall be included in the budget as an obligation.
- 6.5. The Authority may rent, lease or acquire a facility to house the operations, administration and support necessary to conduct its business. These expenses shall be included in the annual budget as an obligation.
- 6.7. The approved budget documents shall be all inclusive of obligations necessary to maintain and operate the duties of the Authority.

7. OPERATING EQUIPMENT AND ACCESS TO COMMUNICATIONS SYSTEMS

- 7.1. All of the Communication Center equipment presently installed and subsequently installed in the consolidated communication center facility shall remain in the facility should any of the parties to this Agreement choose to cease its participation in the communications system.
- 7.2. Each entity shall be responsible for acquiring, maintaining and replacing its own field equipment used to communicate with the communications center.
- 7.3. As appropriate the Authority shall maintain the CAD software for the AS400 computer at the communications center and the Authority and the Town of Silver City will be the contacts with the software company. The Authority shall have full and final authority concerning all security issues for the CAD at the communications center. The Authority shall be responsible for maintaining all files within the computer at the communications center and shall be responsible for all updates and changes. The Town of Silver City Information Technology staff shall assist and coordinate with the Authority staff with all system updates and changes related to proper integration with the Town's AS400.
- 7.4. The Town of Silver City shall continue to maintain the records portion of the system on the AS400 computer in the Town of Silver City.
- 7.5. Any major change to the records system shall be approved by a quorum of the parties to this Agreement. If a major change to the records system will benefit all parties, payment for that upgrade shall be divided among the using agencies based upon the number of service calls for each agency during the previous year. If a major change will benefit only one agency, that agency shall be responsible for the cost of the upgrade.
- 7.6. The Town of Silver City shall be responsible for system maintenance on the Town's primary server. Each using agency shall be responsible for maintenance and replacement of its own equipment within the agency. Each using agency other than the Authority is responsible for maintenance and replacement of in-building wiring within the agency.

8. FUNDS AND OPERATIONS

- 8.1. The County of Grant shall be the fiscal agent for the Authority. As the fiscal agent, the County of Grant shall manage all revenues, maintain all accounts, maintain and provide financial

reports and receive and disburse all funds on behalf of the Authority.

- 8.2. The funds of the Authority shall be held in one or more separate accounts and shall not be commingled with the funds of any of the parties to this Agreement. All funds received pursuant to the Enhanced 911 Act shall be utilized and maintained as set out in the Enhanced 911 Act.
- 8.3. The Authority may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds.
- 8.4. No party to this Agreement shall have any liability to pay for any debt or other obligation incurred by the Authority unless there is a specific undertaking to do so accompanied by an appropriation approved with the requisite formalities.
- 8.5. The Authority shall maintain a Capital Equipment Fund which shall be utilized to replace obsolete, worn out or unusable equipment in the Communications Center. The maximum balance to be maintained in the Capital Equipment Fund shall be determined by the Board and updated annually as is determined to be necessary. The Parties will jointly contribute each fiscal year. The amount of each entity's contribution shall be determined by applying the following percentages outlined in 6.2.

9. BOOKS AND RECORDS

- 9.1. The Authority shall maintain adequate and correct accounts of its funds, properties and business transactions. The accounts shall be open to inspection at any reasonable time by the parties hereto, their accountants or their agents. The Authority shall be included with the annual audit of the Fiscal Agent conducted by an independent certified public accountant licensed by the State of New Mexico.
- 9.2. Within ninety days after the end of each fiscal year, the Authority shall prepare and present to the parties a comprehensive annual report of the Authority's activities and finances during the preceding year.
- 9.3. The Authority shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.
- 9.4. The Authority shall also render to the parties hereto, at reasonable intervals, such reports and

accounting as the parties may from time to time request.

10. TERMINATION OF AGREEMENT

- 10.1. This Agreement shall continue in full force and effect, subject to amendments, until a majority of the parties have terminated their participation in this Agreement pursuant to paragraph 10.2 of this Agreement.
- 10.2. Any party's participation in this Agreement may be terminated by written notice from such party to the Authority at least one hundred eighty (180) days prior to the effective date of the notice; provided, however, that all equipment shall remain in the consolidated communication center facility pursuant to paragraph 6 of this Agreement and no funds shall be refunded to the withdrawing party.
- 10.3. Upon termination of this Agreement by a majority of the parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property.
- 10.4. Upon termination of this Agreement by a majority of the parties, the property of the Authority shall be transferred to the County if the County assumes the duties and responsibilities of the Authority. If the County does not assume the duties and responsibilities of the Authority, the real property shall revert to the County pursuant to the terms of the lease and the personal property of the Authority shall be divided by the Board of Directors of the Authority among the member entities remaining at the time of termination in proportion to the percentage of each member's contribution set out in paragraph 7.5 of this Agreement. If a member has withdrawn prior to final termination of this Agreement, prior to calculating the final distribution of personal property, the withdrawn member's percentage of contribution shall be divided among the members remaining at final distribution in proportion to the percentage of each remaining member's contribution set out in paragraph 7.5.
- 10.5. Upon termination of this Agreement, any surplus of money shall be returned to the entities who were parties to this Agreement at the time of termination in proportion to the contributions made.

11. AMENDMENT

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

12. LIABILITY OF BOARD OF DIRECTORS AND OFFICERS

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

13. SEVERABILITY

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

14. SUPERSEDES ALL PRIOR AGREEMENTS

This Agreement supersedes all prior Joint Powers Agreements for Consolidated Communications between the parties to this Agreement. On the effective date of this Agreement, the Joint Powers Agreement for Consolidated Communications dated March 25th, 1999 is no longer in effect.

15. EFFECTIVE DATE

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

16. EXECUTION IN COUNTERPARTS

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

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

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

ATTEST:

County Clerk

By: _____
Chairman

Date: _____

Approved as to form:

Attorney for _____ County

TOWN OF SILVER CITY, NEW MEXICO

ATTEST:

Town Clerk

By: _____
Mayor

Date: _____

Approved as to form:

Attorney for City of _____

CITY OF BAYARD, NEW MEXICO

ATTEST:

City Clerk

By: _____
Mayor

Date: _____

Approved as to form:

Attorney for City of _____

VILLAGE OF SANTA CLARA, NEW MEXICO

ATTEST:

Village Clerk

By: _____
Mayor

Date: _____

Approved as to form:

Attorney for City of _____

TOWN OF HURLEY, NEW MEXICO

ATTEST:

Town Clerk

By: _____
Mayor

Date: _____

Approved as to form:

Attorney for City of _____

**WESTERN NEW MEXICO UNIVERSITY,
GRANT COUNTY, NEW MEXICO**

ATTEST:

University Clerk

By: _____
Director of Materials and Resource Management

Date: _____

Approved as to form:

Attorney for City of _____

**GILA REGIONAL MEDICAL CENTER
GRANT COUNTY, NEW MEXICO**

ATTEST:

GRMC Clerk

By: _____
Chief Executive Officer

Date: _____

Approved as to form:

Attorney for City of _____

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

By: _____

(Title)

(Date)

Appendix 7: PSAP JPA Brief Form

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE and ADMINISTRATION (DFA)
JOINT POWERS AGREEMENT (JPA) BRIEF

DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: _____
SECONDARY PARTY: _____
OTHER PARTY: _____
CONTACT NAME: _____ PHONE: _____
CONTACT ADDRESS: _____

DOCUMENTS ENCLOSED:	AMOUNT:
<input type="checkbox"/> JPA	Federal Funds \$ _____
<input type="checkbox"/> JPA Amendment	General Fund \$ _____
<input type="checkbox"/> Purchase Document	Other State Funds \$ _____
<input type="checkbox"/> Written Justification	Local Gov. Funds \$ _____
<input type="checkbox"/> Other _____	TOTAL \$ _____

Purpose: _____
Term: _____ From: _____ To: _____

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

Statutory Requirements- Agencies must check each blank CERTIFYING to DFA that the JPA:

_____ jointly exercises a power common to the parties (*Transferring funds from one agency to another does not constitute the joint exercise of power.*);
 _____ clearly specifies its purpose;
 _____ establishes the method by which its purpose will be accomplished;
 _____ establishes the manner in which the joint power will exercised;
 _____ provides for strict accountability of all receipts and disbursement;
 _____ addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
 _____ specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements – Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

_____ Is one original and at least two copies of the JPA or amendment attached? (*DFA will forward copies to the contact.*)
 _____ Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
 _____ Are all exhibits referred to in the JPA attached?
 _____ Does the JPA provide for the expenditure or transfer of public funds by a state agency? (*All public money must be budgeted.*)
 _____ Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.
 _____ If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (*A detailed, letter explaining the circumstances must be signed by the agency head of one of the parties.*)
 _____ Has the JPA or amendment been reviewed by legal counsel? If yes, state Who _____

Agency Head Signature _____ Title _____