

**City of Las Cruces – Dona Ana County – Town of Mesilla—Village of Hatch
Joint Powers Agreement
Establishing a Joint Communications Center**

THIS AMENDED AGREEMENT is entered into this _____ day of _____, 2001, by and between the City of Las Cruces, a New Mexico municipal corporation (hereinafter called the “CLC”) and Dona Ana County, a corporate public body (hereinafter called the “DAC”) and the Town of Mesilla, a municipal corporation (hereinafter called the “Mesilla”) and the Village of Hatch a municipal corporation (hereinafter called the “Hatch”). This Agreement amends the previous agreement dated June 13, 1995.

W I T N E S S E T H

WHEREAS, it is in the best interests of the CLC , the DAC, Mesilla and Hatch to participate in a combined communications center; and

WHEREAS, the CLC, the DAC, Mesilla and Hatch, in accordance with and pursuant to the Joint Powers Agreement Act, Sections 11-1-1 through 11-1-7, NMSA 1978, are undertaking to combine the public safety communications dispatch functions in order to provide more efficient responsive communications; and

WHEREAS, each signatory organization shall make a **GRANT-IN-AID** set out more fully below based on the recommended budget submitted by the Mesilla Valley Regional Dispatch Authority Director to the Mesilla Valley Regional Dispatch Authority Board of Directors.

NOW THEREFORE, consideration of the benefits which will accrue to the CLC, DAC, Mesilla and Hatch and the residents thereof from combining the regional communications functions, the parties do agree as follows:

- I. ESTABLISHMENT:
 - a. The Mesilla Valley Regional Dispatch Authority, hereinafter referred to as MVRDA, is hereby established by the CLC, DAC, Mesilla, and Hatch.
 - b. The purpose of the Mesilla Valley Regional Dispatch Authority shall be as follows:
 - i. To operate a combined communications/dispatch center for the Las Cruces Police Department, Dona Ana County Sheriffs Department, Mesilla Marshals Office, Hatch Police Department, Fire Departments of the CLC, DAC, Mesilla and Hatch, and the designated CLC, DAC, Mesilla and Hatch Emergency Medical Services, and such other entities as shall later join, and to do all acts proper and necessary in the accomplishment of the same.
- II. ESTABLISHMENT OF THE MVRDA BOARD.
 - a. The Parties to this agreement agree that the activities of the MVRDA shall be governed by the MVRDA Board of Directors as hereinafter constituted.
 - b. CONSTITUTION OF THE BOARD.
 - i. A Mesilla Valley Regional Dispatch Authority Board (hereinafter referred to as the “Board”) is hereby established to govern the undertakings and activated of the Mesilla Valley Regional Dispatch Authority and shall have seven (7) members as constituted as follows:
 1. One (1) member shall be an elected CLC of Las Cruces official appointed by the City Council of the City of Las Cruces.
 2. One (1) member shall be an elected Dona Ana County Commission official appointed by the Dona Ana County Board of Commissioners of Dona Ana County.
 3. The County Manager and the CLC Manager or their designee.

4. One (1) board member shall be the elected Chairperson from the Law Enforcement Subcommittee. The Law Enforcement Subcommittee shall consist of one (1) voting representative from all law enforcement agencies served by MVRDA. The Elected Chairperson will carry the majority subcommittee vote to the MVRDA Board of Directors.
5. One (1) board member shall be elected from the Fire Services Subcommittee. The Fire Services Subcommittee shall consist of one (1) voting representative from all fire service agencies served by MVRDA. The Elected Chairperson will carry the majority subcommittee vote to the MVRDA Board of Directors.
6. One (1) board member shall be elected from the Ambulance Services Subcommittee. The Ambulance Services Subcommittee shall consist of one (1) voting representative from all ambulance services served by MVRDA. The Elected Chairperson will carry the majority subcommittee vote to the MVRDA Board of Directors.
7. In the event that additional services are combined into the Regional Dispatch Center the representation for the agency will become a participant in an existing subcommittee respective to the type of services being provided by the agency.
8. Subcommittee member attendance shall be 60% of subcommittee members to achieve quorum status.
9. Each member of the Board may be represented by an alternate as specified herein.
 - a. For each member, an alternate may be identified in writing to the Board.
 - b. Such alternate shall serve in the absence of the officially designated Board member.
 - c. In the case of identifying the alternate for any politically appointed member the respective elected bodies shall designate the alternate.
 - d. In the case of identifying the alternate for each elected Subcommittee Chair, the respective subcommittee shall designate the alternate.

c. **POWERS AND DUTIES OF THE BOARD**

The powers and duties of the MVRDA Board will be as follows:

- i. Hire and appoint the Director of the MVRDA.
- ii. Elect one member to act as Chairman of the Board.
- iii. Conduct periodic meetings with the Director of the MVRDA to receive reports and to provide said Director with guidance and direction.
- iv. Determine the location and time of holding meetings and give public notice of these meetings pursuant to the Open Meetings Act.
- v. Assure proper management and control over the finances and property belonging to the MVRDA.
- vi. Establish rules and regulations for conduct of business of MVRDA, including but not limited to promulgation of administrative personnel regulations.
- vii. Submit to the parties of this agreement a recommended annual budget.
- viii. Submit to the parties of this agreement an annual certified audit to be performed by an independent auditor setting forth information including, but not limited to the revenues received and their sources, expenditures, obligations incurred and unpaid during the reporting months.
- ix. Submit a quarterly report of activity of the MVRDA to each party to this agreement.
- x. Assure that all appropriate insurance coverage is procured for the activities of MVRDA, and the MVRDA Board (where appropriate), including but not limited to: Workman's Compensation Insurance, General Liability Insurance,

Unemployment Insurance and Property Insurance, and authorize the MVRDA Director to sign all such contracts.

- xi. Approve and set the compensation plan for MVRDA personnel.
- xii. Authorize the MVRDA Director to enter into contracts with public or private entities.
- xiii. Acquire and hold real and personal property.
- xiv. Submit to the parties of this agreement, an annual inventory of equipment, real and personal property held or owned by MVRDA.

d. MEETING.

- i. The Board shall hold one (1) regular meeting each month.
- ii. Special meetings of the Board may be called in accordance with the New Mexico Open Meetings Act.
- iii. All meetings of the Board shall be held in accordance with the New Mexico Open Meetings Act.
- iv. The Board shall keep minutes of all meetings and, as soon as possible after each meeting, shall forward a copy of the minutes to each member of the Board.

e. BY-LAWS

- i. The Board shall adopt such by-laws, rules or regulations for the conduct of its affairs as it deems necessary.
- ii. All such by-laws will be approved by Board resolution.
- iii. All such by-laws shall become part of this agreement.

f. LIMITATIONS OF POWERS OF THE BOARD.

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

g. ORGANIZATION OF MVRDA

i. DIRECTOR

The Director of MVRDA shall be in charge of the day-to-day operations of the MVRDA. His/Her administrative and supervisory responsibility shall include but not be limited to:

1. Planning, directing and controlling the operations of the MVRDA.
2. Hiring, firing, disciplining and training all MVRDA personnel.
3. Assigning and scheduling personnel.
4. Supervising all MVRDA personnel.
5. Maintaining a liaison with all agencies utilizing the communications system.
6. Reporting to the Board on the operations of MVRDA.
7. Responsibility for recommendation to the Board over additional revenue generated from grant administration, complying with the guidelines as follows:
 - a. Revenue received from funding sources outside of the original Grant-In-Aid parties of this agreement may be deducted from the overall recommended budget and the Grant-In-Aid amounts may be recalculated and may be reimbursed to their respective funding sources.
 - b. The revenue generated from grant administrations may be transferable from the dedicated revenue account into other accounts as deemed necessary by the MVRDA Director to maintain a balanced budget.
 - c. Only MVRDA Revenue transferred for use for expansion, special projects or equipment in excess of \$5,000.00 will require MVRDA Board approval.

ii. CONTRIBUTING AGENCIES

The CLC, DAC, Hatch, Mesilla and any other future financial contributor to this agreement will pay 22% of the total budgeted revenue from the contributor the first day of the fiscal year each year. The remaining monies will be paid in eleven (11) equal payments due on the 15th day of each month remaining.

iii. MVRDA PERSONNEL

1. All MVRDA personnel shall be employees of MVRDA and eligible for membership in P.E.R.A. (Public Employees Retirement Association).
2. All MVRDA personnel shall be subject to the personnel regulations adopted by the MVRDA Board and shall receive compensation and benefits as directed by the MVRDA Board.

III. FINANCES OF MVRDA

a. FISCAL AGENT

The CLC shall operate as the fiscal agent for MVRDA. The duties of the fiscal agent shall be limited to the following:

- i. The fiscal agent shall bill and collect all revenues from the parties of this agreement for MVRDA at the precise times and amounts as specified in this agreement.
- ii. The fiscal agent shall make all disbursements for MVRDA as directed by the MVRDA Director or his/her designee.
- iii. The fiscal agent shall be responsible for preparing the financial reports for MVRDA.
- iv. The fiscal agent will make all financial reports accessible to the MVRDA Director at all times.
- v. The fiscal agent will maintain separate account numbers designated specifically for MVRDA revenue and operational accounts.
- vi. The fiscal agent will not move MVRDA revenues or other budgeted monies without prior consent of the MVRDA Director. If the amount to be moved is above \$5000 the MVRDA Director may do so only at the direction of the MVRDA Board.
- vii. The fiscal agent will house all personnel files of MVRDA Employees. The files, however will be maintained by a MVRDA employee designated by the MVRDA Director.
- viii. The fiscal agent will provide human resource in-processing and maintenance for MVRDA employee's payroll system.
- ix. The fiscal agent will provide procurement services for MVRDA in accordance with the State of New Mexico Procurement Code.
- x. The fiscal agent will allow the MVRDA Director to speak as the sole representative of MVRDA to any governing bodies.
- xi. The fiscal agent will not allow any department to charge against any account without prior consent from the MVRDA Director. If a department within the fiscal agent requires payment, they must first submit an invoice with supporting documentation to the Director to be approved and processed for disbursement similar to that of an outside vendor.
- xii. The fiscal agent may withhold any services not described herein including but not limited to:
 1. Training services
 2. Benefits, programs or services specifically created for the usage of the fiscal agent's employees.
 3. Legal services
 4. Risk Management
 5. Employee Assistance Program
 6. Maintenance Services not critical to the operations of MVRDA.

b. GRANTS OF AID BY THE CLC

In consideration of this Agreement, the CLC agrees to provide grants in aid or cash of FIFTY-THREE PERCENT (53%) of the total operating budget of MVRDA for each fiscal year.

c. GRANTS OF AID BY THE DAC.

In consideration of this Agreement, the DAC agrees to provide grants in aid or cash of FORTY-SEVEN PERCENT (47%) of the total operating budget of MVRDA for each fiscal year.

d. GRANTS OF AID BY HATCH

In consideration of this Agreement, the Village of Hatch agrees to provide grants in aid or cash in accordance with the formulated amount contracted.

e. GRANTS OF AID BY MESILLA

In consideration of this Agreement, the Town of Mesilla agrees to provide grants in aid or cash in accordance with the formulated amount contracted.

f. Any other potential contributor will be charged an amount as established by the pay per call formula at that specific time of contract. The contractual amount will be calculated off of the volume of calls of the original parties to this agreement and the current approved budget. The additional contributor will be on a separate contractual basis to be renewed annually until such time as this Joint Powers Agreement is revised permanently. However the original parties to this agreement (CLC, DAC, Hatch, Mesilla) will subtract the contractually generated revenue amount from the originally approved budget utilized to calculate the respective amount of their GRANTS OF AID.

g. EXCESS FUNDS

All budgeted funds received by MVRDA in excess of the actual expenses will be used for expansion, special projects, additional training, and equipment in the next fiscal year upon MVRDA Board approval.

h. ACCOUNTABILITY OF RECEIPTS.

The MVRDA Board shall strictly account for all receipts and disbursements made pursuant to this Agreement in accordance with State of New Mexico Procurement Code, annually and by independent audit.

IV. TERM OF AGREEMENT AND TERMINATION.

a. TERM OF AGREEMENT.

The term of this Agreement shall be perpetual unless terminated as hereinafter provided.

b. TERMINATION OF AGREEMENT

If any party to this Agreement desires to terminate this Agreement, they may do so only providing written notice to the other parties at least one (1) year prior to the date of the proposed termination.

c. DISBURSEMENT OF PROPERTY UPON TERMINATION.

Upon termination of this Agreement all real or personal property or any surplus money accrued by the MVRDA pursuant to this Agreement, shall be returned to the CLC, DAC, Hatch and Mesilla in proportion to the contributions made by the respective agencies.

V. CLC/DAC/HATCH/MESILLA PERSONAL PROPERTY.

a. All personal property previously owned by the CLC, DAC, Hatch or Mesilla for use in their individual dispatch centers and transferred to the possession of MVRDA shall become the personal property of MVRDA.

b. MVRDA shall prepare a detailed inventory of all such equipment showing former ownership. This inventory shall be reviewed and approved by the CLC, DAC, Hatch and Mesilla.

c. MVRDA shall be responsible for inventorying this property with its own identification or property number and insuring said property to the extent necessary.

VI. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and such remainder would constitute and the Agreement would continue unless the provision held invalid was such as to make the fulfillment of the majority of the purpose of this Agreement impossible.

VII. EXECUTION.

a. ORIGINAL AGREEMENTS.

This Agreement shall be executed in two (2) parts, each of which shall be deemed to be an original, and such counterpart shall constitute one and the same instrument. This Agreement cannot except in writing signed by the parties to this Agreement.

b. EFFECTIVE DATE.

This Agreement shall not be effective until approved by the Board of DAC Commissioners for Dona Ana County, the City Council for the City of Las Cruces, The Board of Trustees for the Village of Hatch, the Board of Trustees for the Town of Mesilla and the Department of Finance and Administration of the State of New Mexico.

IN WITNESS WHEREOF, the CLC, DAC, Hatch and Mesilla have caused this Agreement to be duly executed on the date herein below written.

EXECUTED this _____ day of _____, 2001.

ATTEST

CITY OF LAS CRUCES

City Clerk

Ruben Smith, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST

COUNTY OF DONA ANA

County Clerk

Gilbert Apodaca, Chairman

APPROVED AS TO FORM:

County Attorney

ATTEST

VILLAGE OF HATCH

Village Clerk

Mayor

APPROVED AS TO FORM:

Village Attorney

ATTEST

TOWN OF MESILLA

Town Clerk

Mayor

APPROVED AS TO FORM:

Town Attorney

APPROVED: DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____

Date: _____