AGENDA INDEX
SPECIAL MEETING
WEDNESDAY MARCH 23, 2022 AT 8:00 A.M.

CALL TO ORDER.

ROLL CALL.

APPROVAL OF AGENDA.

REGULAR ITEMS.

1. Approval of Minutes:
   January 12, 2022 Regular Meeting.

2. Discussion and Recommendation on Resolution 2022-02, a Resolution Recommending to the current members of the Ruidoso Consolidated Dispatch Board amend the Consolidated Dispatch agreements to include a county wide consolidation of the dispatch centers to serve and represent all emergency services and direct Ruidoso staff to locate the Department of Public Safety building within the East Wing of the Horton Complex.

3. Discussion and Recommendation on Joint Powers Agreement for the Consolidated Dispatch Joint Board.

REPORTS FROM BOARD MEMBERS.

CLOSED SESSION.

ADJOURNMENT.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 2022-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

Bertha De Los Santos, MMC
Deputy Clerk

Posted: March 17, 2022
Time: 4:00 p.m.
CONSOLIDATED DISPATCH JOINT BOARD
AGENDA MEMORANDUM

To: Village of Ruidoso/City of Ruidoso Downs Consolidated Dispatch Joint Board.

Presenter: Bertha De Los Santos, MMC
Deputy Clerk

Meeting Date: March 23, 2022

Re: Approval of Minutes:
January 12, 2022 Regular Meeting

Item Summary:

Approval of Minutes for January 12, 2022 Regular Meeting.

Item Discussion:

See Above.

Recommendations:

To Approve Minutes for January 12, 2022 Regular Meeting.

Required Approvals of Agenda Memorandum and Back-Up Documentation:

Bertha De Los Santos, MMC
Deputy Clerk

(Received on: 3/17/22 4:00pm)
VILLAGE OF RUIDOSO/CITY OF RUIDOSO DOWNS
CONSOLIDATED DISPATCH JOINT BOARD
REGULAR MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
JANUARY 12, 2022

Vice Chairman, Carroll Scott, City of Ruidoso Downs Chief of Police called to order the regular meeting of the Consolidated Dispatch Joint Board at 1:00 p.m. Members Lawrence Chavez, Village of Ruidoso Chief of Police; Cody Thetford, Village of Ruidoso Fire Chief; Susan Luttermann, Village of Ruidoso Councilor; and Shane Walker, City of Ruidoso Downs Councilor were recorded present. Members Joe Kasuboski, Village of Ruidoso Emergency Manager and Michael Giarratano, City of Ruidoso Downs Interim Fire Chief were recorded absent. Village of Ruidoso employees Bertha De Los Santos, Deputy Clerk; Steven Minner, Administrative Lieutenant; and Katy Simpson, Dispatch Supervisor were recorded present in person. There was no Village of Ruidoso legal counsel present. There was no City of Ruidoso Downs legal counsel present. There were 5 viewers present via YouTube (online video-sharing platform).

APPROVAL OF AGENDA:

Councilor Luttermann moved to approve the agenda as presented. Fire Chief Thetford seconded and the motion carried with a roll call vote of all ayes.

REGULAR ITEMS:

Approval of the Minutes for October 13, 2021 Regular Meeting.

Councilor Walker moved to approve the minutes for October 13, 2021 Regular Meeting. Police Chief Chavez seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Adoption of Resolution 2022-01, a Resolution Declaring Reasonable Notice of Public Meetings for the Consolidated Dispatch Joint Board.

Councilor Luttermann moved to Adopt Resolution 2022-01, a Resolution Declaring Reasonable Notice of Public Meetings for the Consolidated Dispatch Joint Board. Police Chief Chavez seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Election of Officers: Chairperson and Vice-Chairperson.

Councilor Luttermann moved to nominate Police Chief Chavez to serve as Chairperson and Police Chief Scott to serve as Vice-Chairperson. Councilor Walker seconded and the motion carried with a roll call vote of all ayes.
REPORTS FROM BOARD MEMBERS:

Police Chief Chavez stated the following: Sheriff Wood presented to the County Commission their interest in joining the current consolidation; the only concern, at this point, was to wait until the new communication tower was installed to make sure all communication throughout the entire County was successful, the County Commission was in full support of the idea; and an outside agency would be hired to conduct the study, but the new tower had to be in place first.

Councilor Walker inquired if the tower would have a backup generator. Chief Chavez stated they would have a natural gas generator.

CLOSED SESSION:

There was no Closed Session.

ADJOURNMENT:

There being no further business to come before the Consolidated Dispatch Joint Board, Vice Chairman Scott adjourned the regular meeting at 1:11 p.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved this ___ day of _____, 2022.

APPROVED: ___________________________
Carroll Scott, Vice Chairman

ATTEST: ______________________________
Bertha De Los Santos, MMC
Deputy Clerk
CONSOLIDATED DISPATCH JOINT BOARD
AGENDA MEMORANDUM

To: Village of Ruidoso/City of Ruidoso Downs Consolidated Dispatch Joint Board.

Presenter: Bertha De Los Santos, MMC
Deputy Clerk

Meeting Date: March 23, 2022

Re: Discussion and Recommendation on Resolution 2022-XX, a Resolution Recommending to the current members of the Ruidoso Consolidated Dispatch Board amend the Consolidated Dispatch agreements to include a county-wide consolidation of the dispatch centers to serve and represent all emergency services and direct Ruidoso staff to locate the Department of Public Safety building within the East Wing of the Horton Complex.

Item Summary:
Discussion and Recommendation on Resolution 2022-02, a Resolution Recommending to the current members of the Ruidoso Consolidated Dispatch Board amend the Consolidated Dispatch agreements to include a county-wide consolidation of the dispatch centers to serve and represent all emergency services and direct Ruidoso staff to locate the Department of Public Safety building within the East Wing of the Horton Complex.

Item Discussion:
See Above.

Recommendations:
To Approve Recommendation of Resolution 2022-02, a Resolution Recommending to the current members of the Ruidoso Consolidated Dispatch Board amend the Consolidated Dispatch agreements to include a county wide consolidation of the dispatch centers to serve and represent all emergency services and direct Ruidoso staff to locate the Department of Public Safety building within the East Wing of the Horton Complex be presented to both Governing Bodies for Adoption.

Required Approvals of Agenda Memorandum and Back-Up Documentation:

Bertha De Los Santos, MMC
Deputy Clerk
(Received on: 3/7/22 4:04p)
Date Time
VILLAGE OF RUIDOSO

RESOLUTION 2022-XX

A RESOLUTION RECOMMENDING THE CURRENT MEMBERS OF THE RUIDOSO CONSOLIDATED DISPATCH BOARD AMEND THE CONSOLIDATED DISPATCH AGREEMENTS TO INCLUDE A COUNTY-WIDE CONSOLIDATION OF THE DISPATCH CENTERS TO SERVE AND REPRESENT ALL EMERGENCY SERVICES AND DIRECT RUIDOSO STAFF TO LOCATE THE DEPARTMENT OF PUBLIC SAFETY BUILDING WITHIN THE EAST WING OF THE HORTON COMPLEX.

WHEREAS the Governing Body of the Village of Ruidoso is ready, willing, and able to improve the health, safety, and welfare of all emergency communications within Lincoln County; and

WHEREAS a consolidated dispatch system will serve to improve the health, safety, and welfare needs of the Village of Ruidoso; and

WHEREAS the East Wing of the Horton Complex is ideally situated to serve as central location of a consolidated dispatch system for the Village of Ruidoso and other members of the system; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Village of Ruidoso:

Recommends that the current members of the Ruidoso Consolidated Dispatch Board amend the consolidated dispatch agreements to include a county-wide consolidation of the dispatch centers to serve and represent all emergency services and direct Ruidoso staff to locate the department of public safety building within the East Wing of the Horton Complex.

PASSED, APPROVED, AND ADOPTED on this ____ day of April 2022.

_____________________________________
Lynn D. Crawford, Mayor

(SEAL)

Attest:

_____________________________________
Ronald L. Sena, Village Clerk
CONSORTED DISPATCH JOINT BOARD
AGENDA MEMORANDUM

To: Village of Ruidoso/City of Ruidoso
Downs Consolidated Dispatch Joint
Board.

Presenter: Bertha De Los Santos, MMC
Deputy Clerk

Meeting Date: March 23, 2022

Re: Discussion and Recommendation on Joint Powers Agreement for the
Consolidated Dispatch Joint Board.

Item Summary:
Discussion and Recommendation on Joint Powers Agreement for the Consolidated
Dispatch Joint Board.

Item Discussion:
See Above.

Recommendations:
To Discuss Recommendations on Joint Powers Agreement for the Consolidated
Dispatch Joint Board to be presented to both Governing Bodies.

Required Approvals of Agenda Memorandum and Back-Up Documentation:

Bertha De Los Santos, MMC
Deputy Clerk
(Received on: 3/17/22 4:30pm)
Date Time
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 DF A.

PRIMARY PARTY: Village of Ruidoso
SECONDARY PARTY: City of Ruidoso Downs

CONTACT NAME: Ron Sena
CONTACT ADDRESS: 313 Cree Meadows Drive, Ruidoso, NM 88345
PHONE: 575-258-4343

DOCUMENTS ENCLOSED: AMOUNT:

☐ JPA Federal Funds $ __________

☐ JPA Amendment General Fund $ __________

☐ Purchase Document Other State Funds $ __________

☐ Written Justification Local Gov. Funds $VOR-75% CORD-25% Operational costs

☐ Other TOTAL $VOR 71% CORD 29% Personnel costs

Purpose: To provide 24 hour Consolidated dispatch communication services (PSAP) to the residents of the Village of Ruidoso and City of Ruidoso Downs.

Term: Perpetual Joint Powers Agreement From: N/A To: N/A

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:

☐ Y Is one original and at least two copies of the JPA or amendment attached? (DFA will forward copies to the contact.)

☐ Y Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?

☐ N/A Are all exhibits referred to in the JPA attached?

☐ N Does the JPA provide for the expenditure or transfer of public funds by a state agency? (All public money must be budgeted.)

☐ N 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.

☐ N/A 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.)

☐ Y Has the JPA or amendment been reviewed by legal counsel? If yes, state Who Zach Cook &

☐ John Underwood

Agency Head Signature ____________________________ Title Deputy Manager

JPA 1
Page 1 of 1
3/4/03

D:\drive\Clients\DFA\WebSite\Joint Powers Agreement Brief.doc
AMENDED JOINT POWERS AGREEMENT

THIS AGREEMENT made and entered into the 1st day of May, 2019 by and between the Village of Ruidoso, a New Mexico municipal corporation referred to as “Village” and the City of Ruidoso Downs, New Mexico municipal corporation hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, the Village and the City wish to acquire a more effective means of responding to the life-threatening accidents, fires, crimes and natural disasters.

WHEREAS, an enhanced 911 emergency system servicing the Village and City would further the aforementioned purposes, and

WHEREAS, the Village and the City have determined that it is in the best interest of their respective constituents, and that it will serve to protect and preserve the life, health, safety and property of their respective communities to enter into a cooperative advanced 911 Joint Powers Agreement; and

WHEREAS, the parties being political subdivisions of the State of New Mexico, wish to enter into an agreement under the Joint Powers Agreement Act (See§11-1-1 et seq., NMSA 1978 as amended) to establish a separate governmental entity to enter into contracts and to oversee all operations of the enhanced 911 emergency service; and

WHEREAS, the Governing Bodies of both municipalities have agreed that any and all costs associated with the consolidated communications center will be shared as determined herein and restructured as agreed by the parties at a later date.

NOW THEREFORE, in consideration of the mutual covenants and agreements between them, the parties agree as follows:
I. ESTABLISHMENT AND POWERS

Pursuant to the New Mexico Enhanced 911 Act, NMSA 1978 63-9D-4 (et. Seq.) 1993 (the “Act”) the parties agree to enter into this Joint Powers Agreement. The Board created herein shall enter into contracts for, oversee all operations of and mediate any and all problems between the parties to this agreement and third parties concerning an enhanced 911 emergency system that will serve an area consisting of Ruidoso and Ruidoso Downs, located within Lincoln County, New Mexico.

II. CREATION OF ENHANCED 911 BOARD

A. The District will be governed by an Enhanced 911 Board (hereinafter referred to as the “Board”) initially consisting of the following:

1. One (1) member proposed by the Mayor of the Village of Ruidoso and whose appointments are confirmed by the Governing Body of the Village of Ruidoso.

2. One (1) member proposed by the Mayor of the City of Ruidoso Downs and whose appointments are confirmed by the Governing Body of the City of Ruidoso Downs.

3. The Chief of Police of the Village of Ruidoso.

4. The Chief of Police of the City of Ruidoso Downs.

5. The Fire Chief of the Village of Ruidoso.

6. The Assistant Fire Chief of the City of Ruidoso Downs.


8. The Mayor or his appointee for each municipality may serve as the alternate member for that municipality if one of the members of their municipality is unable to attend a regular or special meeting.
B. Each Board member shall have one (1) vote. A member must be present at a meeting, either in person or telephonically to exercise his right to vote.

C. The terms of each Board member shall be for periods of four (4) years coinciding with the term of the Mayor making the appointment of the Board member.

D. No member shall serve for more than four (4) years without reappointment.

E. 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.

F. The Chair shall always be entitled to a vote.

G. Each member’s term shall not expire until such time as the successor to the position held is duly appointed and qualified.

As a compromise between the rights of a Board majority of four (4) and those of a majority of three (3), each member will have one (1) vote on all matters coming before the Board. Decisions will be made on majority vote of a quorum except for the approval of the initial budget and all subsequent budgets, which shall require a vote of at least five affirmative votes:

a. Approval of the initial annual budget commencing the 2019-2020 fiscal year.

b. Approval of the subsequent annual budgets containing overall increases in excess of Lincoln County’s most recent percentage increase in the Consumer Price Index as published by the UNM Bureau of Business and Consumer Statistics

III. MEETINGS

The Board will meet periodically but not less frequently than every quarter or at the call of the Chairperson, upon proper notice and in compliance with the Open Meetings Act Resolution. The Board shall appoint a clerk from either the Village of Ruidoso or the City of
Ruidoso Downs to cause minutes of the meetings to be kept as provided in the Open Meetings Act, and shall provide copies of said meeting minutes to both clerks of the Village and City.

**IV. DUTIES**

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

A. Annually elect one (1) member to act as the Chairperson of the Board and a second member as Vice-Chair.

B. Develop an appropriate transitional plan which will address the various elements required to transition into a consolidated communications center as contemplated herein.

C. Provide direction on matters of policy and budget.

D. Review revenue and expenses and prepare an annual budget for the operation of the consolidated communications center, which shall be submitted for approval to the Governing Bodies of the Village of Ruidoso and the City of Ruidoso Downs prior to March 1st of each year.

E. Adopt procedural rules of order for Board meetings and meetings of any committee under the Board.

F. Adopt and comply with an annual Open Meetings Act Resolution.

G. Establish budget for and acquire insurance in amounts and with coverage appropriate to the risk assumed by the Board and the consolidated communications center and its operations.

H. Coordinate compliance with and take all requisite actions pursuant to the Act.
V. LIMITATIONS TO POWERS OF THE BOARD

A. The Board shall not be involved in the day-to-day management of the consolidated communications center and shall only have such powers as have been expressly delegated by the parties hereto, along with such incidental powers as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

B. The Board shall not institute litigation against any party without first submitting the issue concerning litigation to the respective Governing Bodies of the parties to this Agreement and obtaining the express approval of each Governing Body prior to instituting the suit.

VI. FISCAL REPORT

The Village of Ruidoso, New Mexico will act as fiscal agent for the District for the fiscal year 2019-2020.

VII. COST SHARING

A. The parties to this Agreement agree to share the personnel costs at a pro rata rate of 71% paid by the Village of Ruidoso and 29% paid by the City of Ruidoso Downs for the first year of this Agreement. The remaining operating costs shall be shared at a pro rata rate of 75% paid by the Village of Ruidoso and 25% paid by the City of Ruidoso Downs.

B. Within one year of the effective date of this Agreement, the parties will review the number of calls received from each municipality and any other relevant data to determine what percentages the parties hereto will contribute to the continued operations of the consolidated communications center. This
percentage will be reported to the Board in July of the second year and will remain as the cost sharing percentage for future years of operations.

C. The parties to this Agreement shall agree to share costs of the initial establishment of the consolidated communications center, whereby the Village of Ruidoso shall pay Seventy Five Percent (75%) of the total initial costs and the City of Ruidoso Downs shall pay Twenty Five Percent (25%) percent of the initial costs.

D. Within one (1) year of the effective date of this Agreement, the parties will review the number of calls received from each municipality and any other relevant data to determine what percentages the parties hereto will contribute to the continued operations of the consolidated communications center.

E. The parties may review the cost sharing percentages provided by each municipality and make any adjustments necessary as determined by the Board.

VIII. EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be February 13, 2019 but will not become a valid and binding Agreement until executed by the parties hereto and approved by the State of New Mexico Department of Finance and Administration, Local Government Division. Upon termination of this Agreement, all assets, monies or property remaining in possession of the Board shall be distributed pro-rated according to law.

IX. WITHDRAWAL

Any party may withdraw from this Agreement by giving thirty (30) days written notice to the Board.
VILLAGE OF RUDDO SO:

Lynn D. Crawford, Mayor

DATE: 5/14/19

SEAL

ATTEST:

Irma Devine, Village Clerk

CITY OF RUDDO SO DOWNS:

Gary L. Williams, Mayor

DATE: May 14, 2019

SEAL

ATTEST:

Carol Virden, City Clerk

APPROVED AS TO FORM:

Zach Cook, Village Attorney

APPROVED AS TO FORM:

H. John Underwood, City Attorney

THIS AGREEMENT HAS BEEN APPROVED BY:

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE & ADMINISTRATION

BY:  

DATE: 6/3/19
JOINT POWERS AGREEMENT

THIS AGREEMENT made and entered into the 13th day of February, 2019 by and between the Village of Ruidoso, a New Mexico municipal corporation referred to as “Village” and the City of Ruidoso Downs, New Mexico municipal corporation hereinafter referred to as “City”

WITNESSETH:

WHEREAS, the Village and the City wish to acquire a more effective means of responding to the life-threatening accidents, fires, crimes and natural disasters.

WHEREAS, an enhanced 911 emergency system servicing the Village and City would further the aforementioned purposes, and

WHEREAS, the Village and the City have determined that it is in the best interest of their respective constituents, and that it will serve to protect and preserve the life, health, safety and property of their respective communities to enter into a cooperative advanced 911 Joint Powers Agreement; and

WHEREAS, the parties being political subdivisions of the State of New Mexico, wish to enter into an agreement under the Joint Powers Agreement Act (See§11-1-1 et seq., NMSA 1978 as amended) to establish a separate governmental entity to enter into contracts and to oversee all operations of the enhanced 911 emergency service; and

WHEREAS, the Governing Bodies of both municipalities have agreed that any and all costs associated with the consolidated communications center will be shared as determined herein and restructured as agreed by the parties at a later date.
NOW THEREFORE, in consideration of the mutual covenants and agreements between them, the parties agree as follows:

I. ESTABLISHMENT AND POWERS

Pursuant to the New Mexico Enhanced 911 Act, NMSA 1978 63-9D-4 (et. Seq.) 1993 (the “Act”) the parties agree to enter into this Joint Powers Agreement. The Board created herein shall enter into contracts for, oversee all operations of and mediate any and all problems between the parties to this agreement and third parties concerning an enhanced 911 emergency system that will serve an area consisting of Ruidoso and Ruidoso Downs, located within Lincoln County, New Mexico.

II. CREATION OF ENHANCED 911 BOARD

A. The District will be governed by an Enhanced 911 Board (hereinafter referred to as the “Board”) initially consisting of the following:

1. One (1) member proposed by the Mayor of the Village of Ruidoso and whose appointments are confirmed by the Governing Body of the Village of Ruidoso.

2. One (1) member proposed by the Mayor of the City of Ruidoso Downs and whose appointments are confirmed by the Governing Body of the City of Ruidoso Downs.

3. The Chief of Police of the Village of Ruidoso.

4. The Chief of Police of the City of Ruidoso Downs.

5. The Fire Chief of the Village of Ruidoso.

6. The Assistant Fire Chief of the City of Ruidoso Downs.

B. Each Board member shall have one (1) vote. A member must be present at a meeting, either in person or telephonically to exercise his right to vote.

C. The terms of each Board member shall be for periods of four (4) years coinciding with the term of the Mayor making the appointment of the Board member.

D. No member shall serve for more than four (4) years without reappointment.

E. 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.

F. The Chair shall always be entitled to a vote.

G. Each member’s term shall not expire until such time as the successor to the position held is duly appointed and qualified.

As a compromise between the rights of a Board majority of four (4) and those of a majority of three (3), each member will have one (1) vote on all matters coming before the Board. Decisions will be made on majority vote of a quorum except for the approval of the initial budget and all subsequent budgets, which shall require a vote of at least five affirmative votes:

a. Approval of the initial annual budget commencing the 2019-2020 fiscal year.

b. Approval of the subsequent annual budgets containing overall increases in excess of Lincoln County’s most recent percentage increase in the Consumer Price Index as published by the UNM Bureau of Business and Consumer Statistics.

III. MEETINGS

The Board will meet periodically but not less frequently than every quarter or at the call of the Chairperson, upon proper notice and in compliance with the Open Meetings Act Resolution. The Board shall appoint a clerk from either the Village of Ruidoso or the City of
Ruidoso Downs to cause minutes of the meetings to be kept as provided in the Open Meetings Act, and shall provide copies of said meeting minutes to both clerks of the Village and City.

IV. DUTIES

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

A. Annually elect one member to act as the Chairperson of the Board and a second member as Vice-Chair.

B. Develop an appropriate transitional plan which will address the various elements required to transition into a consolidated communications center as contemplated herein.

C. Provide direction on matters of policy and budget.

D. Review revenue and expenses and prepare an annual budget for the operation of the consolidated communications center, which shall be submitted for approval to the Governing Bodies of the Village of Ruidoso and the City of Ruidoso Downs prior to March 1st of each year.

E. Adopt procedural rules of order for Board meetings and meetings of any committee under the Board.

F. Adopt and comply with an annual Open Meetings Act Resolution.

G. Establish budget for and acquire insurance in amounts and with coverage appropriate to the risk assumed by the Board and the consolidated communications center and its operations.

H. Coordinate compliance with and take all requisite actions pursuant to the Act.
V. LIMITATIONS TO POWERS OF THE BOARD

A. The Board shall not be involved in the day-to-day management of the consolidated communications center and shall only have such powers as have been expressly delegated by the parties hereto, along with such incidental powers as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

B. The Board shall not institute litigation against any party without first submitting the issue concerning litigation to the respective Governing Bodies of the parties to this Agreement and obtaining the express approval of each Governing Body prior to instituting the suit.

VI. FISCAL REPORT

The Village of Ruidoso, New Mexico will act as fiscal agent for the District for the fiscal year 2019-2020.

VII. COST SHARING

A. The parties to this Agreement shall agree to share costs of the initial establishment of the consolidated communications center, whereby the Village of Ruidoso shall pay Seventy Five Percent (75%) of the total initial costs and the City of Ruidoso Downs shall pay Twenty Five Percent (25%) percent of the initial costs.

B. Within one (1) year of the effective date of this Agreement, the parties will review the number of calls received from each municipality and any other relevant data to determine what percentages the parties hereto will contribute to the continued operations of the consolidated communications center.
C. The parties may review the cost sharing percentages provided by each municipality and make any adjustments necessary as determined by the Board.

VIII. EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be February 13, 2019 but will not become a valid and binding Agreement until executed by the parties hereto and approved by the State of New Mexico Department of Finance and Administration, Local Government Division. Upon termination of this Agreement, all assets, monies or property remaining in possession of the Board shall be distributed pro-rated according to law.

IX. WITHDRAWAL

Any party may withdraw from this Agreement by giving thirty (30) days written notice to the Board.

VILLAGE OF RUIDOSO:

Lynn D. Crawford, Mayor

DATE: 2/13/19

ATTEST:

Irma Devine, Village Clerk

APPROVED AS TO FORM:

Zach Cook, Village Attorney

CITY OF RUIDOSO DOWNS:

Gary L. Williams, Mayor

DATE: February 27, 2019

ATTEST:

Carol Virde, City Clerk

APPROVED AS TO FORM:

H. John Underwood, City Attorney
THIS AGREEMENT HAS BEEN
APPROVED BY:

STATE OF NEW MEXICO
DEPARTMENT OF
FINANCE & ADMINISTRATION

DATE: 5/8/19