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DFA  
OFFICE OF THE SECRETARY

**JOINT POWERS AGREEMENT  
BETWEEN THE CITY OF ESPAÑOLA AND THE COUNTY OF RIO ARRIBA  
TO PROVIDE FOR ACQUISITION AND USE BY  
RIO ARRIBA COUNTY OF CERTAIN CAPITOL OUTLAY  
FUNDS EARMARKED FOR CITY OF ESPAÑOLA PROJECTS**

**THIS JOINT POWERS AGREEMENT** is made and entered into by and between the City of Española (the "City") and the County of Rio Arriba (the "County"), each of which is a political subdivision/local governmental entity in New Mexico, together hereinafter referred to as the "Parties."

**WHEREAS**, the City seeks the concurrence and support of the County in the design, redesign, construction or reconstruction of:

- City Hall Expansion,
- La Joya Fire Station Improvements,
- Veteran's Memorial Wall Improvements,
- Library Construction, Kitchen Equipment,
- Computer Technology, and
- Building/Roofing Renovation,

In order to facilitate planned improvements to City owned facilities;

As well as the following services grant:

- City Municipal Court Teen Substance Abuse Program (Juvenile Fund Grant Program); and

**WHEREAS**, the County desires to assist the City in the Projects in order to ensure a seamless administration of the funds and completion of the projects to the mutual benefit of the citizens of the City and the County, subject to certain conditions as set forth herein; and

**WHEREAS**, the Projects plan, design and construction by the County will require approval of the City; and

**WHEREAS**, the Parties wish to enter into this Joint Powers Agreement ("JPA") to memorialize their understanding as set forth herein regarding the conditions of and responsibilities for the Projects and to provide support for funding of the Projects from State, Federal or other sources, as provided herein; and

**WHEREAS**, the Parties are empowered pursuant to the Joint Powers Agreements Act, Section 11-1-1 *et seq.*, NMSA 1978, to enter into this Agreement for

the consideration and approval of the New Mexico Department of Finance and Administration (DFA).

**NOW, THEREFORE,** in consideration of the above recitals and their mutual obligations as set forth herein, the Parties hereby agree as follows:

1. **Purpose:** This JPA sets forth the general terms and conditions under which the County will support the City's efforts to seek Federal and State appropriations or other funding, including capital outlay money now approved as follows:

Capital Outlay Appropriations

2013 - City Hall Expansion	\$300,000
2013 - La Joya Fire Station Improvements	\$100,000
2013 - Veteran's Memorial Wall Improvements	\$100,000
2012 - Library Construction	\$300,000

Agency on Aging FY 2014 award

2013-1166	Kitchen Equipment	\$21,000
2013-1164	Computer Technology	\$9,630
2013-1165	Building/Roof Renovation	\$250,000

DFA Local Government Division

2014 Award	\$14,500
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2. **County Obligations:** The County understands and agrees that the City will approve the County proceeding with administration of the projects only if all of the following conditions are met:

- (a) All contracts for services, construction, goods, materials and supplies procured by the City will be entered into by the County as the contracting government entity.
- (b) Submit to DFA for approval and payment all pay requests forwarded to the County by the City.

3. **City Obligations.** Provided all conditions stated in Section 2 above are met, the City agrees:

- (a) To assure that final designs of the projects are based upon and fully accommodate the City's planning of the project and are approved by the City.

- (b) To secure all necessary approvals of funding sources and applicable regulatory authorities.
- (c) To be responsible for and assume complete responsibility for project management.
- (d) Assumes complete responsibility for procurement of all services and construction as well as goods, materials and supplies.
- (e) To support the County's formal efforts to seek Federal, State or other donations or appropriations for the Projects.
- (f) To fully and completely cooperate in the County's obtaining any approvals needed to implement the Projects and the purposes of this JPA after requisite appropriations are secured.

4. **Payment for Services.** The City of Espanola shall pay to Rio Arriba County a sum equal to 4% of the gross amount of capital outlay received from the state of New Mexico for expenditure pursuant to this JPA:

- (a) The City of Espanola shall not pay the administrative fee from capital outlay received from the state of New Mexico. Rio Arriba County shall not deduct the administrative fee from the capital outlay received from the state of New Mexico.
- (b) The City of Espanola shall pay the administrative fee to Rio Arriba County out of its general fund or other legally available fund.

5. **Fund Flows/Ownership.**

- (a) On receipt by the County of funds, the County will promptly pay vendors bills approved by the City.
- (b) Upon full payment, the City will be deemed the owner of the product of all services, goods, materials and construction and will enter same into its inventory.

6. **Further Agreements.** The parties agree to execute whatever further agreements that may be necessary to implement the specific provisions of this JPA.

7. **Effective Date and Term.** This JPA shall be effective upon its approval by the Secretary of the Department of Finance and Administration following execution by each of the Parties. The term of this JPA shall be from the effective date until the completion and final acceptance of the Projects by the City with any required concurrence of the funding sources.

8. **Liability.** Neither Party shall be responsible for liability of any nature whatsoever incurred as a result of the other Party's acts or omissions in connection with this JPA or the Project. Any liability incurred in connection with this JPA 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 supplemented.

9. **Formal Statutory Requirements.** This JPA does not contemplate, and the Parties do not intend, that there shall be any receipt or disbursement of funds or any disposition, division or distribution of property as between the Parties in connection with this JPA. The following provisions of this Paragraph 6 are included solely to comply with the formal requirements of Section 11-1-4, NMSA 1978:

- a. There shall be strict accountability of all receipts and disbursements made by the Parties in connection with this JPA.
- b. Any property acquired in connection with this JPA, upon final acceptance of the Project, shall be the City's.
- c. Upon final acceptance of the Project, any surplus money on hand shall be distributed to the Parties in proportion to the contributions made by the Parties.

10. **Integration and Amendment.** This JPA incorporates all agreements, covenants and understandings of the Parties concerning the subject matter hereof and such provisions are merged into this JPA. This JPA shall not be altered, changed or amended except by an instrument in writing executed by the Parties and approved by the Secretary of the Department of Finance and Administration of the State.

11. **Governing Law.** This JPA is entered into in the State of New Mexico and shall be construed and interpreted in accordance with the laws of the State of New Mexico.

12. **Notices.** Any notices or documents required under this JPA shall be mailed or delivered to the parties at the following addresses:

To the City:                      City of Española  
   Attn.: City Manager  
   405 N. Paseo de Oñate  
   Española, New Mexico 87532

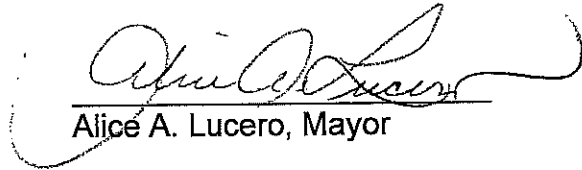
To the County:                    County of Rio Arriba  
   Attn.: County Manager  
   1122 Industrial Park Road  
   Española, New Mexico 87532

Either Party, by notice given hereunder, may designate any further or different addresses to which subsequent notices or documents shall be mailed or delivered.

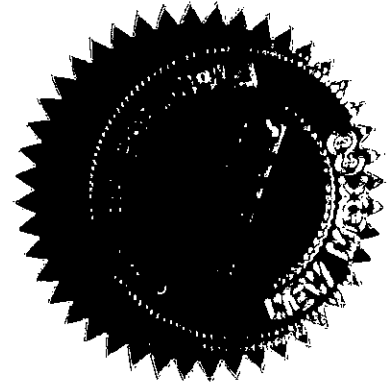
**IN WITNESS WHEREOF**, the parties have executed this Joint Powers Agreement to become effective as of the date approved by the Secretary of the New Mexico Department of Finance and Administration.

**THE CITY OF ESPAÑOLA**

**ATTEST:**

  
Alice A. Lucero, Mayor

  
Tessa Jo Mascareñas, City Clerk



APPROVED AS TO FORM:

Frank Copper  
Frank R. Copper  
City Attorney



COUNTY OF RIO ARRIBA

Danny J. Garcia  
Danny J. Garcia, Chairman  
Rio Arriba County Board of Commissioners

ATTEST:  
Moises A. Morales, Jr.  
Moises A. Morales, Jr.  
County Clerk

APPROVED AS TO FORM:

Ted Trujillo  
Ted Trujillo  
County Attorney

APPROVED:

Norma Chiffon  
Secretary  
Department of Finance & Administration  
State of New Mexico  
Room 180, Bataan Memorial Building  
Santa Fe, New Mexico 87501

Date: 6/27/14

T:\FRC\MISC\410453 JPA Rio Arriba County Capital Outlay

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: Rio Arriba County  
SECONDARY PARTY: City of Española  
OTHER PARTY: N/A  
CONTACT NAME: Tessa Jo Mascareñas PHONE: 505-747-6019  
CONTACT ADDRESS: 405 N. Paseo de Ofate, Española, New Mexico 87532

DOCUMENTS ENCLOSED: AMOUNT: \_\_\_\_\_

<input checked="" type="checkbox"/> JPA	Federal Funds \$ <u>14,500.00</u> CDBG
<input type="checkbox"/> JPA Amendment	General Fund \$ _____
<input type="checkbox"/> Purchase Document	Other State Funds \$ <u>1,080,630.00</u> Leg. Approp.
<input type="checkbox"/> Written Justification	Local Gov. Funds \$ _____
<input type="checkbox"/> Other _____	TOTAL \$ _____

Purpose: Rio Arriba/City fiscal agent for the City Capital Outlay/CDBG  
Term: From approval of DFA Secretary To: Final acceptance of the projects construction or expenditure of CDBG funds  
FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

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

<u>X</u>	jointly exercises a power common to the parties (Transferring funds from one agency to another does not constitute the joint exercise of power.);
<u>X</u>	clearly specifies its purpose;
<u>X</u>	establishes the method by which its purpose will be accomplished;
<u>X</u>	establishes the manner in which the joint power will exercised;
<u>X</u>	provides for strict accountability of all receipts and disbursement;
<u>X</u>	addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
<u>X</u>	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:

<u>Yes</u>	Is one original and at least two copies of the JPA or amendment attached? (DFA will forward copies to the contact.)
<u>Yes</u>	Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
<u>Yes</u>	Are all exhibits referred to in the JPA attached?
<u>N/A</u>	Does the JPA provide for the expenditure or transfer of public funds by a state agency? (All public money must be budgeted.)
<u>No</u>	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.
<u>N/A</u>	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.)
<u>Yes</u>	Has the JPA or amendment been reviewed by legal counsel? If yes, state Who <u>City and County Attorneys</u>

Agency Head Signature [Signature] Title MAYOR