

AS RECEIVED-

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**STEPHEN G. UDALL**  
COUNTY ATTORNEY

**APACHE COUNTY**  
**ATTORNEY**

P.O. Box 637, St. Johns, AZ 85936  
(602) 337-4364  
FAX (602) 337-2427

*Resolving: (Action Co. (Revision of (units - JPA) Board Mtg 10/17/94*

**RUSSELL H. BURDICK, JR.**  
Chief Deputy  
**MICHAEL G. GOIMARAC**  
Deputy  
**MICHAEL P. ROCA**  
Deputy  
**BRITT W. HANSON**  
Deputy  
**JAMES D. DE VANEY**  
Deputy  
**LOUIS T. GIAQUINTO**  
Deputy

September 12, 1994

**ENCLOSURE FORM**

DATE: September 12, 1994

TO:

ATT: MARIA MARSH  
Cochise County Board of Supervisors  
1415 W. Melody Lane  
Bisbee, Arizona 85903

RE: Joint Powers Agreement

Pursuant to your conversation with Steve Udall today, he asked that I send a copy of the Joint Powers Agreement to you. A copy is enclosed. If you have any questions, please do not hesitate to contact our office.

Cookie Overson  
Legal Secretary

Agreement No. \_\_\_\_\_

JOINT POWERS AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1993, pursuant to the Joint Powers Agreement Act, Sections 11-1-1, et seq., NMSA 1978, and the Arizona Inter-governmental Agreement Statute, A.R.S. §11-951 et seq. among the following parties:

- 1) Catron County, New Mexico,
- 2) Hidalgo County, New Mexico,
- 3) Lincoln County, New Mexico,
- 4) Luna County, New Mexico,
- 5) Sierra County, New Mexico,
- 6) Socorro County, New Mexico,
- 7) Torrance County, New Mexico,
- 8) Apache County, Arizona,
- 9) Cochise County, Arizona
- 10) Gila County, Arizona
- 11) Graham County, Arizona
- 12) Greenlee County, Arizona,
- 13) Navajo County, Arizona

WITNESSETH:

WHEREAS, all of the parties are public agencies as this term is defined in Section 11-1-2, NMSA 1978 and A.R.S. §11-951; and

WHEREAS, all of the parties desire to enter into a joint powers agreement in order to coordinate mutual efforts to

preserve the viability of local economies and to take legal or other steps necessary to protect local economies.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The parties enter into this Joint Powers Agreement in order to provide for mutual and common efforts regarding the preparation, funding and direction of litigation and related activities pertaining to land use and resource management actions by federal agencies which affect the parties and the economies of their areas. Each of the counties shall have exclusive control over the expenditure of its money. In other words, each county board will divert the expenditure of its funds towards passage of specific legislation or handling specific litigation and the joint powers group will not expend those monies for any other purpose or purposes.

2. Scope. The parties shall form a committee made up of one representative from each party, or may act through the existing coalition of Counties if all parties are members of the Coalition. The committee shall direct the administering agency and authorize it to act on behalf of the parties. The combined efforts of the parties shall be referred to as the "Joint Powers Group". The committee shall by majority vote of the members determine all matters relating to management, coordination, expenditure, purposes, administration and disbursement of all funds available and shall specify all contract terms of any contracts entered into by the Joint powers Group which shall not be inconsistent with other provisions of the laws of the States

of Arizona and New Mexico. No contract entered into by the Joint Powers Group shall be effective until approved by the governing body of each party.

3. Administering Agency. The Joint Powers Group may designate any one of the above member counties to become the administering agency to carry out the directives of the Joint Powers Group and to receive, administer and account for all funds received and expended by the Joint Powers Group.

4. Funding. The administering agency may accept contributions from the parties and from other sources for the purposes set forth herein.

5. Disbursement of Funds. The administering agency will administer disbursements of funds pursuant to the direction of the Committee. The administering agency shall administer funds in compliance with applicable state laws and regulations, and otherwise by direction of the Committee. It is recognized that all contracting and expending of appropriated funds may be subject to the provisions of the New Mexico Procurement Code and any other applicable laws of the States of New Mexico and Arizona. The administering agency shall be strictly accountable to the Joint Powers Group for all receipts and disbursements of funds. All contracts entered into by the administering agency on behalf of the Joint Powers Group shall contain a clause requiring strict accountability by contractors for receipt and disbursement of all funds.

6. Term. This Agreement shall not become effective until approved by the governing bodies of all parties and the Secretary of the New Mexico Department of Finance and Administration and also as to the Arizona parties when filed with the Arizona Secretary of State after approval by each county's legal counsel. This agreement shall continue indefinitely, until terminated by the parties.

7. Participation. Other parties than those designated herein shall be allowed to participate in this Agreement by majority vote of the Committee. Any party may, however, withdraw from participation under this Agreement by providing advance written notice.

8. Records. The administering agency shall maintain any and all records required by the Committee for contracts authorized by the Committee. For such contracts, the other parties agree to maintain any records required by the administering agency and to provide such records at its request. The administering agency will require all contractors to maintain detailed records of all matters relating to contracts.

9. Confidentiality. The parties recognize that actions of the Joint Powers Group may involve pending litigation and attorney-client matters and that all meetings and records involving privileged attorney-client communications are protected from public disclosure by the laws of the States of New Mexico and Arizona. All parties will endeavor to protect all privileged communications, information, documents and records involving the

functions of the Joint Powers Group. It is also recognized by the parties that such privileged communications, information, documents and records may be protected as attorney's work product for litigation purposes.

10. Open Meeting Law. This Agreement and all proceedings pursuant to or in furtherance of the Agreement are subject to and shall be conducted in accordance with the Arizona Open Meeting Law (A.R.S. Section 38-431, et seq.).

11: Product of Contracts. The product, written or otherwise, of all contracts funded by the Joint Powers Group shall be made available on an equal basis to each of the parties. Any efforts funded solely by a party or parties are not subject to this provision.

12. Amendment. This Agreement shall not be altered, changed or amended except by instrument in writing executed by all parties hereto, except that a party may unilaterally withdraw from participation in this Agreement after written notice. In the event of withdrawal of a party from the contract, any contribution not yet expended of that party in excess of dues shall be forthwith returned to the withdrawing party.

13. Disposition of Property. Any property acquired as a result of this Agreement shall, consistent with the provisions of paragraph 9 herein, be made available to all parties on an equal basis, at all times during the course of this Agreement and upon its termination. Upon the termination of this Agreement, any funds provided by the parties will be returned to each party in

the proportion or in the amount in which they were originally made, to the relative contribution of that party.

14. Applicable Law. This Agreement and all contracts resulting therefrom shall be governed by the laws of the States of New Mexico and Arizona.

15. Execution. This Agreement may be executed in counterparts and considered as executed as one document.

16. Notice. Notices of meetings and activities of the Joint Powers Group shall be given to each member as follows:

Catron County Commission  
P.O. Box 507  
Reserve, NM 87830

Hidalgo County Commission  
300 S. Shakespeare  
Lordsburg, NM 88045

Lincoln County Commission  
P.O. Box 711  
Carrizozo, NM 88301

Luna County Commission  
Luna County Courthouse  
Deming, NM 88030

Sierra County Commission  
311 Date Street  
Truth or Consequences, NM 87901

Socorro County Commission  
P.O. Box 1  
Socorro, NM 87801

Torrance County Commission  
P.O. Box 48  
Estancia, NM 87016

Apache County Board of Supervisors  
P.O. Box 428  
St. Johns, AZ 85936

Cochise County Board of Supervisors  
P.O. Box 225  
Bisbee, AZ 85603

Gila County Board of Supervisors  
1400 E. Ash Street  
Globe, Arizona 85501

Graham County Board of Supervisors  
800 Main Street  
Safford, AZ 85546

Greenlee County Board of Supervisors  
P.O. Box 908  
Clifton, AZ 85533

17. As to the Arizona parties, notice is hereby given that this agreement may be terminated pursuant to A.R.S. §38-511 for violating the Arizona conflict of interest statute.

18. Severability. If any part or application of this Agreement is held to be invalid, the remainder, or its application to other situations or persons, shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CATRON COUNTY, NEW MEXICO

BY: \_\_\_\_\_  
TITLE: Chairman, Board  
of County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

HIDALGO COUNTY, NEW MEXICO

BY: \_\_\_\_\_  
TITLE: Chairman, Board  
of County Commissioners

TORRANCE COUNTY, NEW MEXICO

BY: \_\_\_\_\_  
TITLE: Chairman, Board of  
County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

COCHISE COUNTY, ARIZONA

BY: \_\_\_\_\_  
TITLE: Chairman, Board of  
County Supervisors

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

LINCOLN COUNTY, NEW MEXICO

BY: \_\_\_\_\_  
TITLE: Chairman, Board  
of County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

LUNA COUNTY, NEW MEXICO

BY: \_\_\_\_\_  
TITLE: Chairman, Board  
of County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

SIERRA COUNTY, NEW MEXICO

BY: \_\_\_\_\_  
TITLE: Chairman, Board  
of County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

SOCORRO COUNTY, NEW MEXICO

BY: \_\_\_\_\_  
TITLE: Chairman, Board  
of County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

APACHE COUNTY, ARIZONA

BY: \_\_\_\_\_  
TITLE: Chairman, Board of  
County Supervisors

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

GRAHAM COUNTY, ARIZONA

BY: \_\_\_\_\_  
TITLE: Chairman, Board of  
County Supervisors

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

GREENLEE COUNTY, ARIZONA

BY: \_\_\_\_\_  
TITLE: Chairman, Board of  
County Supervisors

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

NAVAJO COUNTY, ARIZONA

BY: \_\_\_\_\_  
TITLE: Chairman, Board  
of Supervisors

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

GILA COUNTY, ARIZONA

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE  
AND ADMINISTRATION

BY: \_\_\_\_\_  
TITLE: Chairman, Board  
of Supervisors

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_

Approved as to form and within the power and authority of  
their clients by:

\_\_\_\_\_  
APACHE COUNTY ATTORNEY  
DATE: \_\_\_\_\_

*Alan K. Polley*  
\_\_\_\_\_  
COCHISE COUNTY ATTORNEY  
DATE: 20 SEPT. 1994

\_\_\_\_\_  
GILA COUNTY ATTORNEY  
DATE: \_\_\_\_\_

\_\_\_\_\_  
GRAHAM COUNTY ATTORNEY  
DATE: \_\_\_\_\_

\_\_\_\_\_  
GREENLEE COUNTY ATTORNEY  
DATE: \_\_\_\_\_

\_\_\_\_\_  
NAVAJO COUNTY ATTORNEY  
DATE: \_\_\_\_\_