

# **INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH**

This Intergovernmental Agreement (“IGA” or “Agreement”) is hereby entered into this 1st day of July, 2016, between the undersigned Arizona and New Mexico counties (hereafter referred to collectively as the “Parties” or “Member Counties”), each of them having approved and executed this Agreement as set forth below.

## **RECITALS**

A. **WHEREAS**, the undersigned Arizona and New Mexico member counties are public agencies authorized by A.R.S. §§ 11-951 and 11-952(A), and Sections 11-1-2 and 11-1-3, NMSA, to enter into contracts or agreements with one another or the counties of another state to jointly exercise any powers common to one another, and are further authorized to enter into agreements with one another for joint or cooperative action; and

B. **WHEREAS**, the undersigned Arizona counties are also authorized by A.R.S. §§ 11-951 and 11-952(A) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties, and

C. **WHEREAS**, the undersigned New Mexico counties similarly possess legal authority under Section 11-1-1 et seq. and *State ex rel. Educ. Assessments Sys. v. Coop. Educ. Servs. of N.M., Inc.*, 115 N.M. 196 (App. 1993) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties; and

D. **WHEREAS**, all of the parties hereto have a common interest in enhancing stable economic growth in the rural counties of Arizona and New Mexico, and desire to enter into an agreement in order to coordinate mutual efforts to preserve and protect the viability of local economies and to take legal or other steps necessary to protect local economies; and

E. **WHEREAS**, the joint operation of a non-profit corporation, known as the COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH (hereafter referred to as the “Coalition”), can serve as a mechanism to take legal actions where the counties hereto collectively, or any one of them would have standing to do so alone; and

F. **WHEREAS**, the member counties seek to combine forces to provide for greater efficiencies and economies of scale which will enable them to take actions collectively that might be impossible for them to do individually; and

G. **WHEREAS**, the member counties seek by this Agreement to revoke and replace that certain Joint Powers Agreement entered into by some or all of the member counties in approximately 1994 or 1995 which was intended to cover the same subject matter as this Agreement, and replace it with this Intergovernmental Agreement; and

# **INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH**

H. *WHEREAS*, the Coalition is registered with the Internal Revenue Service as a 501(c)(4) not-for-profit corporation and incorporated in the State of New Mexico.

**NOW THEREFORE** the Parties, pursuant to the above, do mutually agree as follows:

**1. Purpose & Scope.** The member counties enter this agreement in order to provide for mutual and common efforts in reviewing state and federal regulatory actions potentially impacting land and wildlife resource management, as well as the potential preparation, funding and direction of litigation and related activities pertaining to land use and resource management actions by federal agencies that affect the parties and the economies of the member counties.

**2. Establishment of Coalition.** The following member Counties do hereby agree to maintain and operate the “COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH,” which they have created and established as a non-profit corporation under the laws of the State of New Mexico and which has obtained non-profit status under Section 501(c)(4) of the Internal Revenue Code. All business conducted by the member counties pursuant to this Agreement shall be conducted in the official name of the aforementioned non-profit corporation, including any litigation pursued by the member counties pursuant to this Agreement.

**3. Initial Member Counties.** The following Counties shall be initial members of the Coalition as of the effective date of this Agreement upon approval of this IGA by their respective County Commission or Board of Supervisors, and the approval of the Secretary of the New Mexico Department of Finance and Administration:

- a. Catron County, New Mexico;
- b. Chaves County, New Mexico;
- c. Eddy County, New Mexico;
- d. Harding County, New Mexico;
- e. Hidalgo County, New Mexico;
- f. Lincoln County, New Mexico;
- g. McKinley County, New Mexico;
- h. Sierra County, New Mexico;
- i. Roosevelt County, New Mexico;
- j. Rio Arriba County, New Mexico;
- k. Apache County, Arizona;
- l. Cochise County, Arizona;
- m. Gila County, Arizona;
- n. Graham County, Arizona;
- o. Navajo County, Arizona.

In the event this Agreement is not ratified by all of the above counties, this Agreement shall

# **INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH**

become effective as between such counties as do ratify the Agreement.

**4. Addition of Members.** Additional member counties may become members of the Coalition upon a majority vote of the Governing Board of the Coalition and the approval of the County Commission or Board of Supervisors. In the event an additional member joins the Coalition, that new Member shall execute a copy of this Agreement in full.

**5. Corporate Governance.** The Board of Supervisors or County Commission of each Member County shall appoint one representative to serve on the Board of Directors of the Coalition. Each duly appointed representative shall be either a.) an elected official of the County he or she is representing, or b.) shall be a designee of the County that he or she is representing. In governing the affairs of the Coalition, each Member County shall have one vote through its authorized representative on the Board of Directors. All matters placed in front of the Board of Directors of the Coalition shall be decided by a majority of a quorum.

a.) *Proxy Voting:* The corporate bylaws of the Coalition may allow for proxy voting, provided however, that all proxies are subject to the same requirements as noted above for the regular representatives of the Counties who sit on the Board of Directors.

b.) *Articles of Incorporation/Bylaws:* The Board of Directors of the Coalition shall be responsible for adopting, establishing, and from time to time amending as necessary, Articles of Incorporation and corporate bylaws of the Coalition. The Articles of Incorporation shall be consistent with this Intergovernmental Agreement and the laws of New Mexico, and the Bylaws shall be consistent with this Intergovernmental Agreement and the laws of Arizona and New Mexico. The Board of Directors of the Coalition shall file all required annual reports, maintain a statutory agent for service, and ensure that it otherwise conducts its affairs in accordance with the laws of the State of New Mexico and federal law.

c.) *Management of Corporate Affairs:* The Board of Directors of the Coalition shall by a majority vote of a quorum 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 Corporation.

d.) *Contracting for Services of Executive Director:* The Board of Directors of the Coalition shall also be responsible for contracting for the services of an Executive Director who shall be responsible for coordinating the activities of the Coalition, scheduling regular meetings, and otherwise carrying out the directions of the Board.

**6. Advisory Members of Board of Directors.** To effectuate input from citizens and groups who have an interest in providing the Member Counties information or guidance on matters of concern to the Coalition, the bylaws of the Coalition shall allow for participation by non-voting advisory members of the Board of Directors. Advisory members that may be included on the

# **INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH**

Board of Directors would include, but are not necessarily limited to, representatives from the mining industry, the timber industry, the livestock industry, the sportsman industry, the outfitters industry, as well as a representative representing small business. Advisory members of the Board are not authorized to serve as Officers of the Board of Directors with the exception of the Secretary/Treasurer.

**7. Annual Dues/Funding of Corporate Functions.** All Member Counties shall pay corporate dues to the Coalition in the amount of \$2,600.00 commencing in 2016. The amount of annual dues may be modified from time to time by the Board of Directors of the Coalition upon a 2/3 majority vote at a duly noticed public meeting, with the new amount to take effect at the beginning of the calendar year following the vote. The Coalition shall invoice each member county for annual dues each year for dues that will be payable on the month of the anniversary of the Member County's joining.

The Coalition may additionally accept annual dues or contributions for special litigation projects from other entities, individuals, or sources as it may deem appropriate. All funds received by the Coalition shall be utilized in a manner consistent with the purposes of the Coalition set forth herein and consistent with applicable law.

The Coalition Governing Board shall develop and approve an annual budget to fund the Coalition's regular and routine activities on an annual basis each calendar year. In the event the Coalition Governing Board seeks to pursue special litigation regarding matters that the regular annual budget of the Coalition cannot support, the Governing Board may approve such litigation contingent upon the member counties Boards of Supervisors and/or County Commissions electing to participate in the litigation voting to contribute additional funds above and beyond their regular dues sufficient to support the litigation. In the event the Coalition Governing Board requests additional funding from the Counties above and beyond regular dues for special litigation projects, such request shall be accompanied by a litigation plan specifically setting forth:

- a.) The purpose of the litigation;
- b.) The potential benefit to the member counties from if they pursue the litigation;
- c.) The anticipated budget for the litigation;
- d.) The name of the attorney who will be responsible for the litigation;
- e.) An assessment of the chances for success if the litigation is pursued.
- f.) No litigation shall be initiated by the Coalition Governing Board without a sufficient commitment for funding from the member organizations electing to pursue the litigation.

The Coalition Governing Board shall not give final approval or commit the Coalition to litigation without sufficient financial commitments from the Member Counties and organizations electing

# **INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH**

to pursue the litigation sufficient to support the litigation. The parties hereto agree that should the Coalition initiate litigation that results in a Judgment for costs or attorney's fees, only the Member Counties and organizations electing to pursue the litigation shall equally contribute to funding the Coalition in an amount sufficient to cover the Judgment.

**8. Procurement and Financial Reporting.** As a quasi-governmental entity that is responsible for the spending of public monies, the Coalition Governing Board shall comply with the requirements of New Mexico law governing procurement that would be applicable to the member New Mexico counties. All contracts entered into by the Coalition shall contain a clause requiring strict accountability by contractors for receipt and disbursement of all funds.

No later than January 31st of each year the Coalition Governing Board shall provide the Clerk of the Board of each County Commission or Board of Supervisors a comprehensive financial statement for the preceding calendar year (January 1 through December 31st), as well as a report regarding the Coalition's activities during the previous year, including the status, cost and outcome of litigation. The Coalition Governing Board shall also cause a financial review of its books to be conducted at least bi-annually by a certified public accountant. The most recent such financial review shall be shared with the Member Counties as part of the comprehensive financial statement.

Notwithstanding other provisions in this Agreement, pursuant to A.R.S. §§ 35-214 and 35-215, and the New Mexico Public Records Act (NMSA 1.15.3-1.15.4), the books, accounts and financial records of the Coalition shall be available for inspection by any member county or state agencies with the authority to audit for a period of five years.

**9. Insurance.** The Coalition, as a separate legal entity from any of the Member Counties, shall obtain general liability insurance to protect itself and the member counties from legal liability connected to the activities of the Coalition. The Executive Director of the Coalition shall provide proof of said insurance, which shall name each Member County as a co-insured on the insurance policy. Proof of said insurance shall be included annually as an addendum to the financial report provided to each Member County.

**10. Record Retention and Access.** The Coalition Governing Board and Executive Director thereof shall be responsible for maintaining all records of the Coalition in compliance with the laws of the both the States of New Mexico or Arizona that is applicable to counties. In the event of a conflict of the law between the two states regarding how long a particular record shall be maintained, the records shall be held by the Coalition for the longer period of time required by the laws of the two states.

The parties hereto recognize that records of the Coalition are generally subject to the New Mexico Inspection of Public Records Act (NMSA 1978, 14-2-1 et. Seq.) and Arizona's public records law, A.R.S. § 39-121 et seq. The Coalition's Executive Director shall serve as records

# **INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH**

custodian for purposes of such public records laws. The Coalition's Executive Director shall be responsible for responding to all public records requests made under the laws of either the State of Arizona or New Mexico. Any public records requests for corporate records of the Coalition records received by the member counties shall be promptly forwarded to the Coalition's Executive Director for response. All parties hereto recognize that action of the Coalition 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 Coalition. 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.

**11. Open Meeting Law.** 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. § 38-431 et. seq.) and the New Mexico Open Meetings Act (NMSA 1978, section 10-15-1 et. seq.). In the event of a conflict between the open meeting laws of the two states, the open meeting laws of the State of New Mexico shall govern. Agendas/Minutes/Recordings of meeting shall be made publicly accessible on the Coalitions website. Each individual party to this Agreement shall be responsible for posting of Coalition agendas/minutes/recordings as may be required by the laws of their particular State, and the Coalition shall make copies of such records available to the Member Counties for such purposes.

Each member of the Board of Directors of the Coalition and the Executive Director thereof shall attend at least one Open Meeting law training regarding the New Mexico Open Meetings Act on a bi-annual basis. Such training may be provided by a legal representative of one of the New Mexico Member Counties or the Coalition Governing Board may make such other arrangements as may be appropriate to meet this requirement. The Coalition shall fund the training for the Executive Director.

**12. Effective Date and Term.** This IGA shall be deemed to be effective as of April 1, 2016 and shall continue for a period of ten years until December 31, 2025 unless, prior to the expiration of this period, this Agreement is extended or terminated as provided herein. In the event the IGA is not approved by all the contemplated parties by January 1, 2016, it shall become effective as between all signatory counties on that date.

**13. Renewal.** This IGA shall renew automatically upon the natural expiration of the Agreement for a term of five additional years unless the Agreement is terminated by the parties.

**14. Termination.** By majority vote of the Board of Directors of the Coalition at a properly noticed public meeting, or in the event the majority of the member Boards of Supervisors and Boards of County Commissioners vote to do so, this Agreement may be terminated. In the event of termination, the Board of Directors and the Coalition shall continue to exist for the limited

# **INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH**

purposes of winding up outstanding corporate business and divesting the Coalition of all remaining corporate assets. Upon the termination of the Coalition and after all obligations of the corporation have been satisfied, any remaining proceeds and property of the Coalition shall be divided equally amongst all remaining member Counties. Any individual member may terminate its participation in this Agreement by thirty day advance written notice. Any decision to terminate, by a member county shall not relieve that County of any obligation to the Coalition incurred prior to such termination. In the event of termination by one Member County, the Coalition shall continue to exist as between the remaining member Counties.

Member Counties may also be terminated from the Coalition by a 2/3 vote of the Governing Board for non-payment of dues in the event dues are not received within six months of the date they are due.

**15. Legal Counsel for Coalition.** In addition to hiring legal counsel from time to time in order pursue litigation in the name of the Coalition, when the Coalition Governing Board and/or Executive Director deem it necessary and advisable, the Coalition may retain legal counsel to obtain advice regarding the conduct of the Coalition's regular business.

**16. Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of the parties 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 this IGA. Subject to the above limitation, each party shall only be liable for its own acts or omissions. The privileges and immunities of the Member Counties are only waived to the extent afforded by the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1 et seq.) and A.R.S. §§ 12-820 through 12-826 et.seq.

**17. Termination for Conflict of Interest/Governmental Misconduct.** As to the Arizona parties, notice is hereby given that this contract is subject to cancellation for conflict of interest according to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. As to the New Mexico parties, the Agreement may be terminated for any acts or omissions by any of the parties or its representatives, agents, or employees that would violate the statutory prohibitions against conflicts of interest and ethical requirements of the New Mexico Governmental Conduct Act (NMSA 1978, Section 10-16-1 et seq., which is incorporated herein by reference.

**18. Nonassignability.** No party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

**19. Compliance with Laws/Applicable Law.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those

# **INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH**

designated within this IGA. The laws and regulations of the State of New Mexico and Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder, unless in the event of a conflict of laws between the State of Arizona and New Mexico, in which case the laws of New Mexico shall govern. Any action relating to this IGA shall be brought in the Courts of the State of New Mexico.

**20. Rights/Obligations of Parties Only.** The terms of the IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization. Nothing expressed herein shall affect the legal liabilities of any of the parties to this IGA by imposing any standard of care different from the standard of care imposed by law.

**21. Entire IGA.** This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signed by the parties to this IGA.

**22. Severability.** The parties agree that should any part of this IGA be held invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.

**23. Non-Appropriation.** Every payment obligation of the under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature, board of supervisors, or county commission resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the parties at the end of the period for which funds are available. No liability shall accrue to the parties in the event this provision is exercised, and no subdivision or agency of the State of Arizona or New Mexico shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**24. No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Signatory Counties' employees. No Signatory County shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**25. Indemnification.** Each party (as "Indemnitor"), except as limited by N.M. Const. art. IX, §§ 8, 11-13, agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission,

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

**26. Notice.** Any notice required or permitted to be given under this IGA shall, unless indicated otherwise in this IGA, be in writing and shall be served by delivery or by certified mail upon the other parties at the addresses listed on the signature page (or at such other address as may be identified by a party in writing to the other Signatory Counties).

**27. E-Verify.** Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a. The parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”)

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the offending party may be subject to penalties up to and including termination of the Agreement.

c. Each party retains the legal right to inspect the papers of any employee who works pursuant to this agreement to ensure that the party or its subcontractor is complying with the warranty under this paragraph.

**28. Execution of Agreement/Counterparts.** This Agreement may be executed in counterpart, each Signatory County to complete a “County Signature Page”. The executed counterparts together with this document shall be considered as one document.

The Executive Director of the Coalition shall be responsible for maintaining a copy of this Agreement and all signed counterparts on file as part of the records of the Coalition.

**29. Authorization.** Pursuant to A.R.S. § 11-952(A), each party to this Agreement warrants to the other parties that the appropriate governing body of the party has authorized this Agreement.

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**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**CATRON COUNTY**

*In Witness Whereof*, Catron County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Catron County Board of County Commissioners

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk

**Intergovernmental Agreement Determination**

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

\_\_\_\_\_ Date: \_\_\_\_\_  
Legal Counsel for Catron County

**NOTICE ADDRESS FOR CATRON COUNTY**

Catron County  
Attn: Board of County Commissioners  
P.O. Box 507  
Reserve, New Mexico, 87830

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**CHAVES COUNTY**

*In Witness Whereof*, Chaves County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Chaves County Board of County Commissioners

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk

**Intergovernmental Agreement Determination**

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

\_\_\_\_\_ Date: \_\_\_\_\_  
Legal Counsel for Chaves County

**NOTICE ADDRESS FOR CHAVES COUNTY**

Chaves County  
Attn: Board of County Commissioners  
P.O. Box 1817  
Roswell, New Mexico, 88201

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**EDDY COUNTY**

*In Witness Whereof*, Eddy County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Eddy County Board of County Commissioners

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk

**Intergovernmental Agreement Determination**

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

\_\_\_\_\_ Date: \_\_\_\_\_  
Legal Counsel for Eddy County

**NOTICE ADDRESS FOR EDDY COUNTY**

Eddy County  
Attn: Board of County Commissioners  
P.O. Box 1139  
Carlsbad, New Mexico, 88221

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**HARDING COUNTY**

*In Witness Whereof*, Harding County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_  
Chair, Harding County Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

**Intergovernmental Agreement Determination**

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

\_\_\_\_\_  
Legal Counsel for Harding County

Date: \_\_\_\_\_

**NOTICE ADDRESS FOR HARDING COUNTY**

Harding County  
Attn: Board of County Commissioners  
P.O. Box 1002  
Mosquero, New Mexico, 87733

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**HIDALGO COUNTY**

*In Witness Whereof*, Hidalgo County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Hidalgo County Board of County Commissioners

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

**Intergovernmental Agreement Determination**

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

\_\_\_\_\_ Date: \_\_\_\_\_  
Legal Counsel for Hidalgo County

**NOTICE ADDRESS FOR HIDALGO COUNTY**

Hidalgo County  
Attn: Board of County Commissioners  
300 S. Shakespeare  
Lordsburg, New Mexico, 88045

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**LINCOLN COUNTY**

*In Witness Whereof*, Lincoln County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of County Commissioners, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_  
Chair, Lincoln County Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

**Intergovernmental Agreement Determination**

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

\_\_\_\_\_  
Legal Counsel for Lincoln County

Date: \_\_\_\_\_

**NOTICE ADDRESS FOR LINCOLN COUNTY**

Lincoln County  
Attn: Board of County Commissioners  
P.O. Box 711  
Carrizozo, NM 88301

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**MCKINLEY COUNTY**

*In Witness Whereof*, McKinley County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_  
Chair, McKinley County Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

**Intergovernmental Agreement Determination**

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

\_\_\_\_\_  
Legal Counsel for McKinley County

Date: \_\_\_\_\_

**NOTICE ADDRESS FOR MCKINLEY COUNTY**

McKinley County  
Attn: Board of County Commissioners  
207 W. Hill St.  
Gallup, New Mexico, 87301

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**SIERRA COUNTY**

*In Witness Whereof*, Sierra County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Sierra County Board of County Commissioners

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

**Intergovernmental Agreement Determination**

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

\_\_\_\_\_ Date: \_\_\_\_\_  
Legal Counsel for Sierra County

**NOTICE ADDRESS FOR SIERRA COUNTY**

Sierra County  
Attn: Board of County Commissioners  
311 Date St.  
Truth or Consequences, New Mexico, 87901

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**RIO ARRIBA COUNTY**

*In Witness Whereof*, Rio Arriba County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Rio Arriba County Board of County Commissioners

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk

**Intergovernmental Agreement Determination**

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

\_\_\_\_\_ Date: \_\_\_\_\_  
Legal Counsel for Rio Arriba County

**NOTICE ADDRESS FOR RIO ARRIBA COUNTY**

Rio Arriba County  
Attn: Board of County Commissioners  
P.O. Box 1256  
Española, New Mexico, 87532

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**ROOSEVELT COUNTY**

*In Witness Whereof*, Roosevelt County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_  
Chair, Roosevelt County Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

**Intergovernmental Agreement Determination**

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

\_\_\_\_\_  
Legal Counsel for Roosevelt County

Date: \_\_\_\_\_

**NOTICE ADDRESS FOR ROOSEVELT COUNTY**

Roosevelt County  
Attn: Board of County Commissioners  
109 W. 1<sup>st</sup> St.  
Portales, New Mexico, 88130

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**APACHE COUNTY**

*In Witness Whereof*, Apache County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Apache County Board of Supervisors

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
Clerk of the Apache Board of Supervisors

**Intergovernmental Agreement Determination**

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

\_\_\_\_\_ Date: \_\_\_\_\_  
Apache County Attorney or Deputy County Attorney

**NOTICE ADDRESS FOR APACHE COUNTY**

Apache County  
Attn: Board of Supervisors  
P.O. Box 337  
St. John's, AZ 85936

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**COCHISE COUNTY**

*In Witness Whereof*, Cochise County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Cochise County Board of Supervisors

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
Clerk of the Cochise Board of Supervisors

**Intergovernmental Agreement Determination**

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

\_\_\_\_\_ Date: \_\_\_\_\_  
Cochise County Attorney or Deputy County Attorney

**NOTICE ADDRESS FOR COCHISE COUNTY**

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

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**GILA COUNTY**

*In Witness Whereof*, Gila County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Gila County Board of Supervisors

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
Clerk of the Gila County Board of Supervisors

**Intergovernmental Agreement Determination**

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

\_\_\_\_\_ Date: \_\_\_\_\_  
Gila County Attorney or Deputy County Attorney

**NOTICE ADDRESS FOR GILA COUNTY**

Gila County  
Attn: Board of Supervisors  
1400 East Ash Street  
Globe, AZ 85501

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**County Signature Page**

**GRAHAM COUNTY**

*In Witness Whereof*, Graham County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Graham County Board of Supervisors

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
Clerk of the Graham County Board of Supervisors

**Intergovernmental Agreement Determination**

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

\_\_\_\_\_ Date: \_\_\_\_\_  
Graham County Attorney or Deputy County Attorney

**NOTICE ADDRESS FOR GRAHAM COUNTY**

Graham County  
Attn: Board of Supervisors  
800 Main St.  
Safford, AZ 85546

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

**COUNTY SIGNATURE PAGE**

**NAVAJO COUNTY**

*In Witness Whereof*, Navajo County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Navajo County Board of Supervisors

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
Clerk of the Navajo Board of Supervisors

**Intergovernmental Agreement Determination**

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

\_\_\_\_\_ Date: \_\_\_\_\_  
Navajo County Attorney or Deputy County Attorney

**NOTICE ADDRESS FOR NAVAJO COUNTY**

Navajo County  
Attn: Board of Supervisors  
P.O. Box 668  
Holbrook, AZ 86025

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE  
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF  
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC  
GROWTH**

Approval of Department of Finance and Administration

Date:

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