

**AGREEMENT BETWEEN  
THE COUNTY OF VALENCIA AND THE CITY OF RIO COMMUNITIES  
REGARDING THE CONTINUATION OF SERVICES**

**THIS AGREEMENT** (“Agreement”) by and between the City of Rio Communities (“Rio Communities”) and the County of Valencia (“County”).

**RECITALS:**

**WHEREAS**, the City of Rio Communities incorporation was officially recognized by the Board of County Commissioners of Valencia County on January 18, 2013 after an election wherein the residents of the area approved incorporation pursuant to NMSA 1978, Section 3-2-1 *et seq*; and,

**WHEREAS**, Rio Communities completely within the boundaries of the County of Valencia, however, after incorporation the County of Valencia no longer has jurisdiction to provide services in the incorporated area; and,

**WHEREAS**, the parties to this Agreement wish to provide for seamless, efficient and responsive government services to the persons residing in the newly incorporated City of Rio Communities.

**WHEREAS**, the parties recognize that the tasks of organizing and implementing municipal government services to the citizens of Rio Communities will require an extended period of time.

**WHEREAS**, the City of Rio Communities expresses its intention to pursue the organization and implementation of its municipal services in an expedient manner and to assume as many of the services defined herein as are determined to be in the best interests of its citizens.

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:**

1. **PURPOSE:** The purpose of this Agreement is to set forth those services to be rendered to the City of Rio Communities by the County and its agencies until such time as Rio Communities is able to provide the necessary services to its inhabitants without the assistance of another entity.

2. **COMMON POWER:** The common powers to be exercised is the power pursuant to NMSA 1978, Section 3-18-1 (1972) for municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”.

3. **SCOPE OF SERVICES & GENERAL PARTY OBLIGATIONS:**

Services to be supplied to Rio Communities by the County shall include:

A. Animal Control.

- i. The County shall respond to animal control calls in the municipality. Rio Communities will pay the County a rate of \$30.00 per hour worked per Animal Control Officer (time and ½ pay for each Officer as well as a reasonable administrative fee to cover equipment/fuel).
- ii. The County will provide housing, veterinary care, food and water for animals if the animals are: (a) seized or received from the Rio Communities or (b) surrendered by citizens of the City of Rio Communities. All animal seized will be processed pursuant to Valencia County Ordinances, Policies and Procedures. Rio Communities will pay the County the sum of \$50.00 per day or any fraction thereof for each Rio Communities Animal not on Court Hold (Protective Custody) confined at the County Animal Control Facility based upon a billing cycle of 12:01 a.m. (Midnight) to 12:00 a.m. (Midnight).
- iii. Seized animals not on Rio Communities Court Hold (Protective Custody) status will become the property of Valencia County after being held at the shelter for 72 hours. The maximum fee owed by Rio Communities pursuant to section A ii. above is \$150.00.
- iv. Seized animals on Rio Communities Court Hold (Protective Custody) status will be held at a cost of \$35 per day until released by Rio Communities.

B. E-911

- i. The County will work to bring Rio Communities E-911 road centerline file up to date for use by the Valencia Regional Emergency Communications Center for dispatch of Emergency Responders.
- ii. The County will maintain the Rio Communities Master Street Address Guide which includes:
  - a. Plotting or GPS any new roads in the GIS centerline road file and entering this information into the E-911 System through West Corporation (formerly Intrado; Contractor for QWEST for E-911 records maintenance for the State of New Mexico.);
  - b. Making any corrections to the E-911 address and telephone records as necessary and submitting corrections to West Corp. with the approval of the Rio Communities Planning and Zoning Office;
  - c. Making the necessary corrections to the address road ranges in the GIS System as determined by the Rio Communities Planning and Zoning Office and submitting corrections to West Corp.;
  - d. Plotting any new addresses as assigned by the City of Rio Communities into the GIS system;
  - e. Correcting any spatial errors that may exist based on monthly error reports received from Spatial Data Research & the DFA E-911 Program Director.
  - f. Providing for

accuracy of GIS and GPS data for Wireless E-911 calls.

- iii. Rio Communities shall pay the County at the following rate upon receipt of a detailed monthly statement of accounting for services performed: a. \$30 per E-911 address and telephone correction in the system; b. \$30 per new address point entered into the GIS layer; c. \$50 per new road entered into the GIS layer and E-911 system
- iv. Rio Communities will provide to the County's rural addresser updated GIS addressing and MSAG database information on a timely basis; work towards maintaining the MSAG at a 96% accuracy rate; provide to the County's rural addresser the point of contact (name, address, phone, fax, e-mail) for GIS, PSAP and any other personnel handling MSAG updates; and Sign a non-disclosure agreement as needed.
- v. Rio Communities understands and acknowledges that E-911 is an evolving technology which cannot be measured.

4. OBLIGATIONS OF RIO COMMUNITIES:

- A. Agreement is not intended to and does not establish any waiver of immunity from liability for alleged tortuous conduct or any other matter of any officer, agent, or employee of City or the County apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* (1976) (hereinafter, as heretofore and hereafter (i) amended and (ii) construed and applied by the appellate courts of the State of New Mexico, the "Act"). All privileges and immunities from liability, and exemptions from laws, ordinances, and rules, which apply to "governmental entities" and to "public employees," each as defined in the Act, shall apply to the same extent while engaged in the performance of any of their respective functions and duties hereunder.
- B. Rio Communities shall commission and issue commission cards to all Valencia County Employees enforcing municipal ordinances on behalf of Rio Communities, as appropriate.
- C. Rio Communities agrees and understands that, in regard to the serviced described in Section 3 A-E of this Agreement, the County has a statutory responsibility to first provide services to the unincorporated area of the County and can only provide the described services to Rio Communities if there is available manpower and resources.

5. PAYMENT FOR SERVICES:

- A. The County shall, on a monthly basis, submit an invoice to Rio Communities accounting for all services performed and expenses incurred in Section 3 of this Agreement. Rio Communities shall submit payment to the County for the services performed and expenses incurred within thirty days of receipt of the invoice.

6. **LIABILITY:**

A. No Party shall be responsible for liability, beyond the obligation to provide insurance coverage, incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

B. This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.

C. All employees or contractors engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the County's supervision and control and said County shall be solely responsible for the conduct and performance of these individuals.

7. **THIRD PARTY BENEFICIARY:** This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.

8. **PROPERTY:** No property shall be acquired as a result of this Agreement, which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

9. **SURPLUS FUNDS:** After completion of the Agreement's purpose, any surplus money on hand shall be returned in proportion to the contributions made.

10. **STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS:** Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

11. **AMENDMENT:** This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties and approved by the Department of Finance Administration.

12. **APPROPRIATIONS:** Performance under this Agreement is contingent upon sufficient authority and appropriations.

13. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New Mexico.

14. EFFECTIVE DATE, TERM AND TERMINATION OF AGREEMENT.

- A. This Agreement shall become effective July 1, 2018.
- B. This Agreement shall terminate on June 30, 2019, unless extended by mutual agreement of both parties hereto. Upon termination all obligations incurred under this Agreement shall terminate, except for any payment obligations under section 4.
- C. This Agreement, in whole or in part, may be amended or terminated by the consent of all Parties at any time, or by any one Party upon not less than (30) days written notice. Upon termination all obligations incurred under this Agreement shall terminate.

15. HEADINGS. The headings of the sections of this Agreement are inserted only for convenience or reference and are not intended or to be construed to modify, define, limit or expand the intent of the Parties.

16. SEVERABILITY. If any provision of this Agreement shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision found to be illegal, invalid or otherwise unenforceable.

17. FURTHER ASSURANCES. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

**BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY:**

**Approved, Adopted, and Passed this 14<sup>th</sup> day of March 2018**

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Jhonathan Aragon, Chair  
District V

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David Hyder, Vice -Chair  
District III

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Helen Cole, Commissioner  
District I

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David Carlberg, Commissioner  
District II

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Charles D. Eaton, Commissioner  
District IV

ATTEST BY:

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Peggy Carabajal, County Clerk

**GOVERNING BODY OF THE CITY OF RIO COMMUNITIES**

**PASSED, APPROVED, AND ADOPTED** this 13<sup>th</sup> day of March 2018, in a Regular Business Meeting session of the City of Rio Communities, Valencia County, New Mexico.

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Mark Gwinn,  
Mayor

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Margaret (Peggy) Gutjahr,  
Councilor Mayor Pro-tem

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William (Bill) Brown,  
Councilor

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Joshua Ramsell,  
Councilor

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Arturo Sais,  
Councilor

ATTEST:

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Elizabeth (Lisa) Adair,  
Municipal Clerk