

COOPERATIVE AGREEMENT

Between Los Alamos County (County) and Town of Taos

1. GUIDING PRINCIPLES

The guiding principles for the parties' participation in enhanced regional partnership under this Agreement are as follows:

(a) the Parties agree to strive to protect against the possibility of state legislative changes that may have a negative impact on local revenue stream.

(b) The County agrees to explore the possibility of helping in Northern New Mexico neighboring communities by considering contributing more than the County's FY 2006 funding to regional partnership efforts.

(c) Enhanced regional partnerships shall be funded in a manner that aligns with and supports the County's adopted strategic goals including but not limited to the County's current strategic planning goals of improving intergovernmental relations, diversifying the economy, and improving transportation.

(d) Enhanced revenues allocated pursuant to paragraph 2 below shall be used to achieve the County's strategic goals which simultaneously and coincidentally help neighboring communities through enhanced regional partnership activities.

(e) Enhanced regional partnerships should be entered into formally and explicitly through legal mechanisms which are subject to an open public process with the public having an opportunity for input.

(f) Enhanced regional partnerships should be equitable and should occur in a manner that prevents bad feelings from County citizens and potential unintended negative responses from Participating Regional Partners.

(g) The parties agree to keep the Governor, State and Congressional Delegations informed and to gain their support for continued use of this Agreement as a means of dealing with enhanced regional partnerships rather than seeking recourse through legislation or the courts.

2. FUNDING

In exchange for the Participating Regional Partner's agreement hereunder and in order to fund and achieve the County's strategic planning goals and objectives, the County agrees to fund the following regional partnership activities. Funding shall be subject to all applicable requirements of state law including but not limited to the Bateman Act. This section may be amended from time to time by mutual agreement of the parties to reflect changes in regional priorities.

Regional Partnership Activity:	Funding Amount from Los Alamos County:
North Central Regional Transit District	\$1,100,000 per year
Regional Economic Development Study	Not to exceed \$250,000 one time
Regional Planning Forum	Not to exceed \$150,000 per year

**3. PARTICIPATING REGIONAL PARTNER'S AGREEMENT
(City of Espanola, City of Santa Fe, County of Rio Arriba, County of Santa Fe, County of Taos, and Town of Taos)**

The Participating Regional Partner's agrees to work collaboratively with the County to ensure that the enhanced regional partnership functions as a mechanism for building improved intergovernmental relations, enhanced services to the citizens of the region, and to maximize the regional benefits of the change in the Lab's tax status. It is agreed by the parties that direct intergovernmental cooperation is a material term of this Agreement and the parties agree to seek resolution of disputes arising under this Agreement exclusively through intergovernmental meetings between the parties or the mediations provision contained herein.

4. FUNDING TO BEGIN IN FY 2008

The parties agree that the first funding period shall begin on the day of final execution by the parties and no sooner than February 1, 2007. The attached proposal from the North Central Regional Transit District is for an annual budget that coincides with Federal Grants that start the first day October of each year. Los Alamos County intends to fund partial expenses in an agreed upon amount for current FFY 2006-2007 beginning at the effective date of this agreement.

5. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three (3) business days after deposited, post fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Services, or when a verified facsimile transmission is sent and received.

County: Los Alamos County
Attention: County Administrator
P.O. Box 30
Los Alamos, NM 87544
Facsimile (505) 662-8079

Participating Regional Partner:

NCRTD: North Central Regional Transit District
Attn: Josette Lucero, Executive Director
2931 Rufina
Santa Fe, NM 87507
Facsimile (505) 438-3257

UNK: Regional Economic Development Study
(Provider to be determined and approved by Los Alamos County)

UNK: Regional Issues Forum
(Provider to be determined and approved by Los Alamos County)

6. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

Each party agrees to assure its own compliance with all applicable state and federal statutes and regulations.

7. NON-ASSIGNMENT

The parties may not assign, or otherwise transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other.

8. NO THIRD PARTY BENEFICIARIES

Nothing herein shall be deemed to create an interest on behalf of third party beneficiaries.

9. FURTHER ASSURANCES

The parties hereby agree to take such additional steps, execute such documents and provide such further assurances as are reasonably necessary to effectuate this Agreement.

10. MEDIATION

The parties agree to mediate any dispute arising under this Agreement by and through the chief administrative official of the Participating Regional Partner and the County Administrator or their respective successors or designees. Mediation shall be through the American Arbitration Association and each party agrees to pay one half of the cost of mediator. Each party shall bear their own costs and attorney's fees. Mediation pursuant to this provision shall be mandatory prior to filing in court any action relating to this Agreement. Nothing herein shall be deemed a requirement that the County Council or Participating Regional Partner cede any of their respective authorities to make binding and final decisions on matters having a fiscal impact upon their respective organizations.

11. DISPOSITION OF ACQUIRED PROPERTY AND SURPLUS MONEY

The parties agree that upon termination of this Agreement, all property and improvements, which were acquired or constructed with funding under this Agreement, shall be the property of the party who performed the procurement or acquired and held the property. Any funds transferred by the County or any property acquired with said funds by a Participating Regional Partner or a third party shall become the property of the recipient.

12. MISCELLANEOUS

A. Entire Agreement. This Agreement is the entire agreement of the parties with respect to the subject matter hereof.

B. Modification. Any modification or amendment to this Agreement must be in writing and signed by both parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Any action brought by any party under this agreement shall be first subject to mandatory mediation provided herein.

D. Effective Date. This Agreement shall take effect upon its execution by all parties and immediately following execution by the final party.

13. TERM AND TERMINATION OF AGREEMENT

The term of this Agreement shall be five years from the date of its final execution. Funding is contingent upon annual appropriations. It is understood by the parties that the enhanced regional partnerships under this Agreement are contingent upon increased revenues to the County from the Lab due to the change in the Lab's tax status in 2006. The County may terminate this Agreement if legislation is introduced that would in any way alter the gross receipts taxing authority of the County over the Lab. Should the nature, distribution or collection of New Mexico Gross Receipts Tax be amended in any way to the County's detriment the County may elect to terminate this Agreement.

14. APPROPRIATIONS

The terms and conditions of this Agreement are subject to appropriations by the County and the pertinent legal requirements under the Bateman Act and state law. Regional Partners may encumber cash balances from one funding year to the next for the purpose of their approved project.

15. BUDGET

The parties agree that the executive director of any regional partnership activity that receives funds through this agreement may have the authority to make line item budget adjustments that separately do not exceed up to 5% of the total amount funded through this Agreement. The Budgets of the regional partnership activities are attached as addendums to this agreement.

16. SEVERABILITY

Nothing herein shall be deemed or construed to violate state law and in the event a provision of this Agreement is deemed in violation of the law the provision shall be struck and shall be deemed null and void and the remainder of the Agreement shall be enforceable.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTED the day and year of the final signature below.

Participating Regional Partner(s):

By: Town of Taos
Name: Bobby Duran
Title: Mayor
Date: February 1, 2007

Signature: _____

ATTEST:

Renee Lucero, Taos Town Clerk

INCORPORATED COUNTY OF LOS ALAMOS

By _____
Name: _____

Jim West, Chair, Los Alamos County

Date: _____

ATTEST:

Mary Pat Kraemer, County Clerk