



# REGIONAL COALITION OF LANL COMMUNITIES

City of Española – Los Alamos County – Rio Arriba County – Santa Fe County  
City of Santa Fe – Taos County – Town of Taos – Ohkay Owingeh – Pueblo of Jemez

## **REGIONAL COALITION MEETING AGENDA**

March 11, 2015 | 9:00a—1:00p

Santa Fe Convention Center

Nambe Room, 2<sup>nd</sup> Floor

[201 W Marcy St, Santa Fe, NM 87501](http://www.santafeconventioncenter.com)

[\(Parking Santa Fe Convention Center Municipal Garage\)](#)

- A. Call to Order – Chair Barney Trujillo | 9:00a-
- B. Confirmation of Quorum – Chair Barney Trujillo
- C. Approval of Agenda – Chair Barney Trujillo (Tab A)
- D. Discussion/Action Items (3hr 40min) | 9:15–12:55p
  - a. Introductions
  - b. Retreat overview (Tab B)
  - c. Identification of meeting goals - what the Board is hoping to achieve at the meeting
  - d. Regional Coalition refresher (Tab C, D)
  - e. Work plan review and discussion (Tab E)
  - f. Organizational management discussion
  - g. Retreat review - did we accomplish our meeting goals?
  - h. Next steps
- E. Meetings at a Glance (5 mins)
  - a. April 8, 2016, Board Meeting, 9:00-11:00a, Española Council Chambers
- F. Adjournment – 1:00p

*Continental breakfast served. Lunch served for Board Members at 12:00p.*

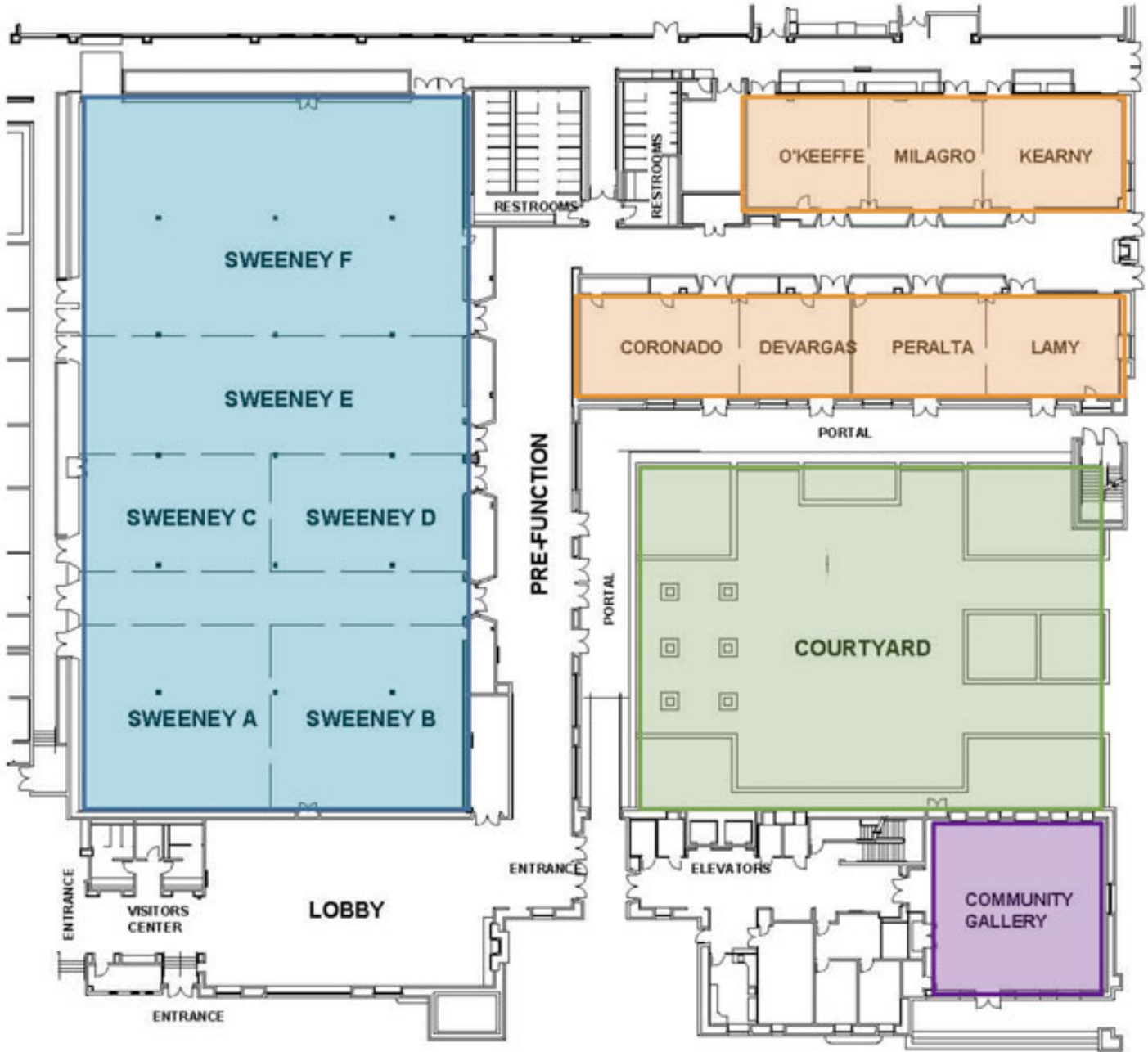
**About the Regional Coalition of LANL Communities:**

*The Regional Coalition is comprised of nine cities, towns, counties and pueblos surrounding the Department of Energy's Los Alamos National Laboratory (LANL). Founded in 2011, the Regional Coalition works in partnership to ensure national decisions incorporate local needs and concerns. The organization's focus is environmental remediation, regional economic development and site employment, and adequate funding for LANL. The 2015 Board of Directors includes Chair, Commissioner Barney Trujillo, Rio Arriba County; Vice-Chair, Mayor Javier Gonzales, City of Santa Fe; Secretary/Treasurer, Councilor Kristin Henderson, Los Alamos County; Mayor Alice Lucero, City of Española, Commissioner Henry Roybal, Santa Fe County; TBD, Town of Taos; Commissioner Mark Gallegos, Taos County; Governor Earl Salazar, Ohkay Owingeh; and Governor Raymond Loretto, Pueblo of Jemez.*

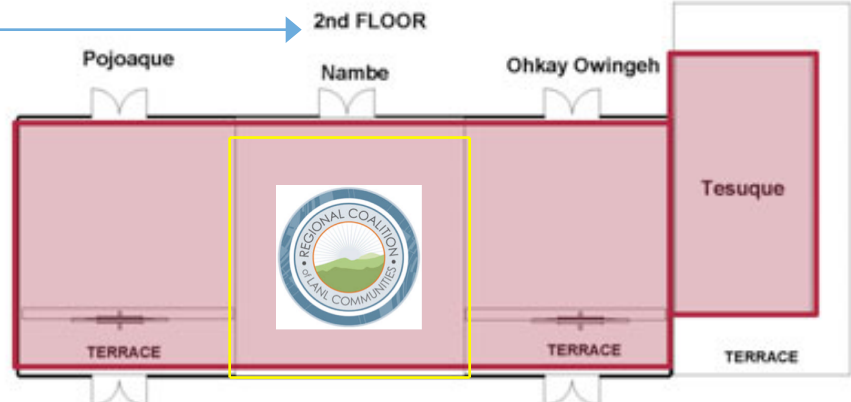
*For more information please visit the Regional Coalition website at <http://regionalcoalition.org>*

Contact: ARC | 1101 Hickox St, Santa Fe, NM 87505 | Office: 505.490.6155

# SANTA FE COMMUNITY CONVENTION CENTER



The Regional Coalition will meet on the 2<sup>nd</sup> floor of the Santa Fe Convention Center in the Nambe Room from 9:00a-1:00p. [Parking Santa Fe Community Convention Center Municipal Garage.](#)



Abelson Partners, LLC

1400 Riverside Avenue  
Boulder, Colorado 80304  
(303) 859-1807  
david@abelsonpartners.com  
www.abelsonpartners.com

**MEMORANDUM**

**TO:** Regional Coalition of LANL Communities  
**FROM:** David Abelson, Managing Director  
**SUBJECT:** March 11<sup>th</sup> Work Plan Retreat  
**DATE:** March 2, 2016

---

---

Thank you for the opportunity to work with you at the Regional Coalition’s March 11<sup>th</sup> retreat. I last worked with the Regional Coalition at its May 2014 retreat, and I continue to believe in the value and importance of this organization.

The goal of the retreat is to identify organizational priorities, and review and revise a proposed draft work plan. At the April 2016 meeting, the Regional Coalition will then finalize the April 2016-September 2017 work plan. In preparation for this session, attached is the draft work plan. This draft builds on the current plan that you adopted in early 2015, and sets the direction for the next 18 months. The draft reflects the input Andrea and I have received to date.

**Meeting Overview**

The meeting will be divided into four parts. I address each of these below, with the exception of “Next Steps.”

1. Regional Coalition Refresher, e.g. why the organization was formed
2. Work Plan Review
3. Organizational Management
4. Next Steps

**Agenda Item #1: Regional Coalition Refresher**

The Regional Coalition is rooted in the idea that by coming together to proactively address issues, the governments are better poised to define the public interest and, in turn, work with DOE, NNSA, LANL, Congress and the State of New Mexico to ensure national policies protect and promote local interests.

Regional partnerships such as the Regional Coalition strengthen the decision-making process by (1) identifying solutions that help align national, regional and local interests, and (2) ensuring local government consensus on decisions at the front end, thereby reducing disputes that later cost the federal government time and money. The Regional Coalition brings to northern New Mexico a governmental organization focused on the shared goals of ensuring a compliant cleanup and maintaining long-term, stable funding that supports jobs and the regional economy.

In 2010 as the organization was forming, the members adopted the following:

### Organizational Mission

The Regional Coalition's Joint Powers Agreement includes the following:

1. Promotion of economic development;
2. Promotion and coordination of environmental protection and stewardship;
3. Participation in regional planning; and
4. Evaluation of policy initiatives and legislation for impact on the Regional Coalition.

### Goals

In furtherance of this mission, the Regional Coalition adopted the following goals:

1. Engage LANL, DOE, state of New Mexico, stakeholder groups and others on site issues;
2. Increase the communities' voice, including state and federal legislative advocacy;
3. Discuss and proactively address issues, and strategize on how to meet regional needs;
4. Identify and support economic opportunities to promote LANL activities off-site; and
5. Ensure site activities and cleanup protect human health and the environment

### Governance & Approach

The Regional Coalition will explore issues and identify solutions that are broadly representative of the regional communities' needs, interests and goals. The Board of Directors will seek to reach a broad consensus on policy matters, working collaboratively with DOE, Congress, the regulatory agencies, site contractors and other community members as decisions are formulated and policies are implemented. The Board will adhere to an approach of disclosure and transparency built on the free flow of information, and will ensure this approach is followed throughout the organization.

Central to the agreements in 2010 was that the Regional Coalition would not involve itself in, either in support of or in opposition to, LANL's nuclear mission.

### **Agenda Item #2: Work Plan Review**

The work plan is divided into the following four sections:

1. Community & Economic Development
2. Environmental Stewardship
3. Communications, Media & Engagement
4. Business Operations & Organizational Management

In preparation for the meeting, please consider the following questions. We will use them to frame the discussion at the meeting.

### Community & Economic Development:

At the 2014 work planning retreat, the Board developed the following criteria to use in evaluating economic development opportunities:

- a. Explain the connection of the project to LANL;
- b. Identify what other organizations are working on the project, and the role of each;
- c. Explain how the project affects the Regional Coalition's strategic interests;

- d. Explain the specific role(s) for the Regional Coalition in advancing the project (i.e., advocacy, communication, coalition building);
  - e. Identify how the Regional Coalition will leverage its resources; and
  - f. Identify and explain which governments/communities would be affected by the project, explain the impacts, and identify any intergovernmental conflict that would emerge should the Regional Coalition pursue this project.
1. Are the evaluation parameters identified in 2014 still applicable? If not, what changes should be made?
  2. What are the Regional Coalition's economic development priorities? What is the relationship of these priorities to LANL?
  3. What role should the Regional Coalition play in addressing these issues? We need to be specific.
  4. One specific question that emerged: How does the Regional Coalition want to engage the development of the Manhattan Park National Historical Park? Options could include:
    - a. focusing on the regional scope of the Park, and/or
    - b. ensuring content/exhibits contain elements of New Mexicans' stories, such as who helped in building the Laboratory.
 In answering this question, we will also need to determine what your expectations are for Andrea, and what actions you would like her to take.

Environmental Stewardship:

1. What are your individual government's environmental priorities?
2. What environmental issues should the Regional Coalition prioritize and why?
3. What is the Regional Coalition's realm of influence and how does that affect the organization's priorities?

Communications, Media and Engagement:

1. How effective have the Regional Coalition's communications efforts been?
2. What communications tools should the Regional Coalition use?
3. What steps can be taken to strengthen the organization's communications work?

Business Operations & Organizational Management:

1. In what manner should Andrea prioritize issues?
2. What process should the Regional Coalition follow for setting meeting agendas?
3. What role does the executive committee play in working with Andrea to establish organizational priorities?

As we review and amend the draft work plan at the retreat, two questions we need to continually address are:

1. Are the four areas appropriate? Are there any additions or deletions?
2. What are the Regional Coalition's priorities over the next 18 months?

**Agenda Item #3: Organizational Management**

My report to the Board of Directors following the May 2014 retreat included the following recommendations.

1. The Board of Directors must work together and with the executive director management team to define the organization's strategic course. That includes developing an annual work plan, and, based on that plan, scoping agenda topics one-to-three months in advance.
2. The executive director management team must have a clear sense of the Board's expectations so that it can best serve the Board's interests and effectively implement the work plan.
3. The goals and intent of each meeting must be clearly defined.
4. As agreed to at the retreat, the organization must balance its focus on environmental and economic development issues. To date, the Board has emphasized environmental issues, including cleanup funding. That work must continue while expanding its focus on economic development issues.
5. The executive director management team must maintain close ties to DOE, NMED and LANS, as a strong working relationship will be central to advising the Board on its strategic direction and identifying opportunities for substantive Board engagement. Frequent contact with these parties is essential.
6. For now, the executive director management team must narrow its focus to (a) strengthen relationships with all member governments, (b) establish the framework and develop the initial draft of the work plan, (c) analyze opportunities to engage economic development opportunities, and (d) identify opportunities to influence existing cleanup actions and future cleanup campaigns.
7. Be aware of local government politics. It is critical that the executive director management team does not advance issues that pit one government against another. Disagreement amongst member governments is part of the process, but political considerations must be understood when managing this type of organization.

My understanding is that the Regional Coalition made great progress addressing each of these issues. The question for the retreat concerns what improvements can and should the organization make at this time.

Please let me know what questions you have.

Attachments:

Draft Work Plan

Joint Powers Agreement (minus signature pages)

Bylaws



# REGIONAL COALITION of LANL COMMUNITIES

City of Española - Pueblo of Jemez - Los Alamos County - Ohkay Owingeh  
Rio Arriba County - Santa Fe County - City of Santa Fe - Taos County - Town of Taos

## April 2016 - September 2017 DRAFT Work Plan Prepared for March 11, 2016, Board of Directors Retreat

**Note about language:** *As used in this strategic plan, “Department of Energy (DOE)” includes all DOE program offices with responsibilities at Los Alamos National Laboratory (LANL), including the National Nuclear Security Administration (NNSA). “LANL” includes all contractors and subcontractors at the Los Alamos National Laboratory, including but not limited to NNSA and DOE-Environmental Management contractors.*

### Work Plan Framework

The Regional Coalition of LANL Communities’ work plan covers the period April 2016-September 2017. This timeframe corresponds with the Department of Energy’s transition to a new LANL prime contractor. The Regional Coalition’s plan identifies the primary work items the Board of Directors and executive management team will undertake as LANL maintains its mission with LANS, and prepares to transition to a new prime contractor. As part of this transition period, the Regional Coalition will continue to refine its goals, identify strategies, and develop specific work items that will, collectively, advance the organization’s long-term interests. Those goals, strategies and work items will be captured in a subsequent strategic plan.

Through this transition at LANL, the Regional Coalition will work to better understand DOE’s performance, transition plan, and management and operating needs for a new prime contractor. As we engage in this process, the Board and executive director will advocate on behalf of the communities to ensure our many interests are met.

### Organizational Mission

The Regional Coalition’s Joint Powers Agreement includes the following:

1. Promotion of economic development;
2. Promotion and coordination of environmental protection and stewardship;
3. Participation in regional planning; and
4. Evaluation of policy initiatives and legislation for impact on the Regional Coalition.

### Goals

In furtherance of this mission, the Regional Coalition adopted the following goals:

1. Engage LANL, DOE, state of New Mexico, stakeholder groups and others on site issues;
2. Increase the communities’ voice, including state and federal legislative advocacy;
3. Discuss and proactively address issues, and strategize on how to meet regional needs;
4. Identify and support economic opportunities to promote LANL activities off-site; and
5. Ensure site activities and cleanup protect human health and the environment

### Governance & Approach

The Regional Coalition will explore issues and identify solutions that are broadly representative of the regional communities’ needs, interests and goals. The Board of Directors will seek to reach a broad consensus on policy matters, working collaboratively with DOE, Congress, the regulatory agencies, site contractors and other community members as decisions are formulated and policies are implemented. The Board will adhere to an approach of disclosure and transparency built on the free flow of information, and will ensure this approach is followed throughout the organization.

### Work Plan Elements

This plan is divided into the following four sections:

1. Community & Economic Development



2. Environmental Stewardship
3. Communications, Media & Engagement
4. Business Operations & Organizational Management

### **Overarching Executive Director Responsibilities**

1. Implement public information strategies, with an emphasis on proper monitoring of site activities, effective regulatory enforcement and adequate funding to accomplish site missions;
2. Serve as spokesperson for the Regional Coalition with the DOE, state and federal agencies, the media and the public;
3. Monitor regional and national issues, and coordinate with outside agencies on issues affecting Los Alamos National Laboratory;
4. Represent the organization at local and national meetings as directed by the Board;
5. Assist the Board in becoming a more effective advocacy organization; and
6. Provide technical assistance; summarize and analyze issues, and provide comment and advice as necessary or requested; prepare technical memos, issue briefs, and talking points, as needed.
7. Manage the organization in a professional, open manner.

### **Community & Economic Development**

#### Overview

LANL is the largest employer in Northern New Mexico and a critical economic driver in the region.

#### Goal

Sustain and diversify LANL's missions, and support efforts and provide opportunities for local business and individuals to secure work at LANL.

#### April 2016—September 2017 Activities

1. Contracting
  - a. Work with LANL Major Subcontractors Consortium and Regional Development Corporation to secure support for employing local contractors.
  - b. Secure a commitment to support local procurement.
  - c. Work with partners to develop mechanisms for New Mexico businesses to learn about and expand potential for providing goods and services for LANL.
  - d. Press DOE and Congress to ensure that the LANL acquisition strategy for contractors is open, fair and balanced.
2. Workforce support
  - a. Support efforts geared towards making it easier for qualified local workers to find a job at LANL.
3. Tech Transfer
  - a. Become informed, support and identify opportunities to promote opportunities to assist local small businesses with LANL technology transfer, and
  - b. Help Regional Coalition members to learn about tech transfer in order to increase capacity to tap into those opportunities.
4. Site funding and mission diversification
  - a. Advocate for and support efforts to ensure LANL funding is sufficient to maintain scientific capabilities and diverse missions. (See "Environmental Stewardship" for additional funding needs)
  - b. Understand how LANL funds are being spent to ensure LANL is meeting its 'value added' commitment to the local communities.
5. Ensure the LANL Community Commitment Plan maintains proper funding.
6. Participate in Manhattan Project National Historical Park construction and content planning.

## Environmental Stewardship

### Overview

A safe and compliant cleanup is foundational to the human, environmental and economic health of the region. The Regional Coalition remains committed to understanding and engaging the many issues regarding the cleanup and long-term management of LANL, and providing a forum to foster discussions among DOE, Congress, the regulatory agencies, site contractors, and community members. This responsibility includes, but is not limited to, working with DOE and NMED to ensure waste generation is well monitored, regulated and matched by proper funding.

### Goal

Ensure that site cleanup activities protect the environment and health and safety of local communities through design, planning, funding and execution of cleanup activities.

### April 2016—September 2017 Activities

1. Advocate for the development, release and follow-through of the LANL lifecycle baseline cost, the full scope of work and cost estimate plan for LANL legacy waste cleanup, especially those programs of highest risk to the surrounding communities, including, but not limited to:
  - a. Chromium plume campaign
  - b. RDX explosives campaign
2. Serve as a lead stakeholder organization on lifecycle baseline cost, Consent Order, and other regulatory or contractual obligations for legacy waste cleanup work. This effort includes:
  - a. Pressing for a contract that recognizes the critical role and responsibilities of local governments and tribal government in protecting the health, safety and welfare of their communities;
  - b. Ensuring that the contractor prioritizes consistent and substantive engagement with local governments;
  - c. Requiring the continued funding of a community commitment plan and hiring of New Mexico-based firms; and
  - d. Other issues identified by the Regional Coalition Board of Directors.
3. Advocate on issues regarding DOE funding for fiscal years 2017 and 2018 with goal of ensuring there is sufficient funding to meet cleanup obligations; engage as needed. (See “Community & Economic Development” for additional funding needs)
4. Track and advocate on issues regarding WIPP recovery, reopening and waste storage timeline, and impact on LANL activities.

## Communications, Media & Engagement

### Overview

Since its inception in 2010, the Regional Coalition has provided a critical mechanism to educate people about LANL and its activities. Towards this end, it remains essential that the organization maintain and strengthen close communications with DOE, NMED, Congress, ECA, site contractors, additional stakeholders, the media and other community members.

### Goal

Increase the visibility of the organization, and its policies and positions.

### April 2016—September 2017 Activities

1. Evaluate agency policies and federal and state legislation for impacts on the regional communities, economies and the environment.
2. Maintain, strengthen and, as necessary, expand, existing relationships with LANL, DOE officials and Congress in both Washington, DC and New Mexico, NMED, the NNM CAB and other key partners.

[RegionalCoalition.org](http://RegionalCoalition.org)

Physical Address: 121 Sandoval Street, Santa Fe, NM 87501 | Mailing Address: 518 Old Santa Fe Trail #456, Santa Fe, NM 87505

[Info@RegionalCoalition.org](mailto:Info@RegionalCoalition.org) – (505) 470-6684

3. Build awareness of LANL strategic initiatives and ensure that the Regional Coalition's work aligns with LANL's efforts
4. Meet with federal and state agencies, federal and state legislative committees, committee members and federal and state staff that affect LANL funding and operations.
5. Coordinate with other organizations advocating for federal installations in the state and elsewhere, with an emphasis on Energy Communities Alliance.
6. Provide feedback to LANL senior management on cleanup, funding and site mission.
7. Participate and provide comments during formal public comment and public outreach initiatives to impact decisions on LANL activities.
8. Develop and circulate fact sheets and periodic updates to the Board and outside entities, including DOE, NMED, Congress, the media and others.
9. Maintain, and update as needed, the communications plan.

### **Business Operations & Organizational Management**

#### Overview

Business operations and organizational management cover internal organizational management responsibilities.

#### Goal

Manage a legally-compliant and efficient organization, and ensure long-term funding for the organization.

#### April 2016—September 2017 Activities

1. Generate funds from a variety of sources to diversify revenue streams in support of continued operations, including but not limited to managing the DOE grant. Continued, consistent funding for the Regional Coalition enables local governments and tribes to participate in environmental cleanup decision-making, support economic development and diversification projects, and promote local workforce education and training initiatives.
2. Advise the Board of Directors on strategic direction and policies, including legislative strategies to achieve the organization's mission.
3. Operate organization in compliance with applicable local, state and federal regulations, including but not limited to ensuring all legal and financial responsibilities are met.
4. Prepare and adopt the annual strategic plan and the annual budget, and implement as appropriate.
5. Make presentations to each participating member's governing body, at least annually, or as requested by Board members.
6. Negotiate and collaborate with outside entities, and convey and advocate for organizational policies, as directed by the Board.
7. Prepare and distribute Board meeting packets, including meeting minutes and briefing memos (as necessary).
8. Prepare monthly updates on relevant congressional and DOE policies and actions.
9. File grant applications and reports (as necessary).
10. Maintain the website.
11. Prepare and submit to the Board of Directors an Annual Report. The report will likely include
  - a. the organization's work for the previous year, including achievements,
  - b. proposed plans for the upcoming year,
  - c. a financial status summary including revenue projections and operating costs, and
  - d. any proposed changes to policies.

**JOINT POWERS AGREEMENT**  
**ESTABLISHING THE REGIONAL COALITION OF LANL COMMUNITIES**  
**BY AND AMONG THE INCORPORATED COUNTY OF LOS ALAMOS,**  
**THE CITY OF SANTA FE, SANTA FE COUNTY, THE CITY OF ESPANOLA,**  
**RIO ARriba COUNTY, THE TOWN OF TAOS AND TAOS COUNTY**

THIS JOINT POWERS AGREEMENT (the "Agreement") is entered into by and among the Incorporated County of Los Alamos, New Mexico, the City of Santa Fe, New Mexico, Santa Fe County, New Mexico, the City of Espanola, New Mexico, Rio Arriba County, New Mexico, the Town of Taos, New Mexico and Taos County, New Mexico (each a "Party" and together, the "Parties" or "Coalition Members").

WHEREAS, the Parties are each New Mexico municipalities or counties, created and existing pursuant to the Constitution and laws of the State of New Mexico (the "State"); and

WHEREAS, Los Alamos National Laboratory ("LANL") is one of the largest employers in northern New Mexico and a critical economic driver in the region; and

WHEREAS, the local economy and environment of the each of the Parties is affected by LANL's activities and programming; and

WHEREAS, the Parties share a common interest in assuring that LANL missions remain sustainable and diversified, while assuring protection of the environment; and

WHEREAS, the Parties share the goals of engaging LANL, the U.S. Department of Energy, the State of New Mexico and other government agencies with respect to local concerns about LANL activities, and of increasing the Parties' ability to participate in and influence federal and state government decision-making affecting LANL; and

WHEREAS, as described in Section 2 of this Agreement, the Parties share common powers with respect to promoting economic development, cultural and educational activities and environmental protection for the benefit of their citizens; and

WHEREAS, the Parties are authorized by the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978 (the "Act"), to create a joint powers authority for the purpose of exercising powers common to the Parties; and

WHEREAS, the Parties desire to create a joint powers authority pursuant to the Act for the purposes described in, and subject to the requirements of, this Agreement.

NOW THEREFORE the Parties hereby agree as follows:

1. Creation of Regional Coalition of LANL Communities; Method by which Common Powers will be exercised. The Parties hereby create the Regional Coalition of LANL Communities (the "Regional Coalition") as a joint powers authority pursuant to the Act. The Regional Coalition, as the administering agency under this agreement, shall be considered an entity separate from the Parties, as provided in Section 11-1-5(B) NMSA 1978, and shall act on behalf of the Parties with respect to the subject matters of this Agreement.

2. Purpose of the Regional Coalition and Common Powers of Members. The purpose of the Regional Coalition is to engage in the activities described in this Section on behalf of the Coalition Members, through the exercise of powers common to the Parties to be exercised by the Regional Coalition. The purposes and common powers include the following with respect to LANL and LANL-related activities and issues:

- A. Promotion of economic development, including:
  - (i) promotion of new missions for LANL that the citizens of the Coalition members support;
  - (ii) advocacy of long-term stable funding of LANL missions;
  - (iii) promotion of new and diverse scientific endeavors at LANL, focusing on employment and educational opportunities within the Coalition Members' jurisdiction;
  - (iv) support of business incubation and business development on non-federal lands;
  - (v) support of workforce training and development; and
  - (vi) promotion of awareness of LANL of its contributions toward and impact on the region.
- B. Promotion and coordination of environmental protection and stewardship, including:
  - (i) cleanup activities and site maintenance to ensure consistency with community values and future use goals;
  - (ii) planning activities to address future use goals, stewardship needs and obligations, and prevention of future contamination;
  - (iii) evaluation of cleanup planning, implementation and oversight for protection of workers and neighboring communities.
- C. Participation in regional planning, including:

(i) evaluation of policy initiatives and legislation for impacts on Coalition Members;

(ii) development of long-term relationships between local, state and federal officials and LANL officials;

(iii) coordination of regional planning with LANL strategic initiatives and other advocacy organizations and initiatives.

D. Evaluation of policy initiatives and legislation for impact on the Regional Coalition, including

(i) participation in public comment and outreach initiatives to influence decision-making concerning LANL activities;

(ii) advocacy in state and federal legislative process and administrative proceedings.

3. Method by which the Regional Coalition will accomplish its purposes.

The Regional Coalition will develop and implement plans and approaches for carrying out the purposes described in Subsections (A), (B), (C) and (D) of Section 2 of this Agreement.

4. Governance of the Regional Coalition.

The Regional Coalition shall be governed by a board of directors (the "Board") who shall be appointed as follows:

A. The governing body of each Party shall appoint a director, who shall be an elected public official of that Party, with current experience in strategic planning, economic development, environmental protection or the legislative process.

B. The governing body of each Party shall appoint replacement directors to fill vacancies in the board position appointed by that Party. Such replacement directors shall have the qualifications described in subsection A of this Section 4.

C. Each Director shall have a term of office as specified by the governing body of the Party appointing that Director. Directors may be reappointed for additional terms as determined by the Party appointing that Director.

D. The governing body of each Party shall appoint at least one and no more than two alternates (each an "Alternate Director") to serve as a director in the absence of the Director. An Alternate Director shall have the qualifications described in subsection A of this Section 4, except that the Alternate Director may be either an elected

official or an employee of the Party represented by the Party appointing the Alternate Director.

5. Meetings of the Regional Coalition.

A. Meetings of the Regional Coalition shall be held at least quarterly and at such additional times and in such locations as the Board determines.

B. Meetings shall be held in compliance with the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4 NMSA 1978.

C. A majority of directors shall constitute a quorum for the transaction of business. A majority vote of the quorum shall be required for the adoption of a resolution.

D. The Board shall keep minutes of all meetings.

E. The Board may adopt such by-laws, rules or regulations for the conduct of its affairs as it deems necessary or convenient.

6. Exercise of Powers.

A. The Regional Coalition is hereby authorized to exercise any and all of the common powers described in Section 2 of this Agreement without further authorization or ratification by the governing body of each Party.

B. The Incorporated County of Los Alamos shall act as the fiscal agent for implementation and administration of this Agreement.

7. Effective Date, Term and Termination.

A. This Agreement shall be effective upon approval by the Department of Finance and Administration ("DFA").

B. The term of this Agreement shall be perpetual unless terminated by mutual consent of the Parties.

8. Disposition of Property Acquired Pursuant to this Agreement.

A. The Parties do not anticipate that the Regional Coalition will acquire real property pursuant to this Agreement, but may acquire or contribute personal property in furtherance of the activities contemplated by this Agreement. The Parties anticipate that they will contribute funds to support activities of the Regional Coalition, each from sources budgeted by the governing body of that Party or otherwise approved prior to the Regional Coalition incurring expenses for which contributions from Parties will be requested.

B. Any surplus property or funds of the Regional Coalition remaining at the time this Agreement is terminated shall be returned to each Party in proportion to the contributions made by that Party.

9. Strict Accountability of all Receipts and Disbursements. The Regional Coalition shall be strictly accountable for all receipts and disbursements under this Agreement.

10. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Parties and approved by the DFA, but subject to the following.

A. One or more tribal governments may become members of the Regional Coalition through an amendment to this Agreement including such tribal government(s), executed by the Regional Coalition and the tribal government(s). The Parties intend that a tribal government shall not waive its sovereign immunity as a result of entering into this Agreement.

B. If one or more of the local governments anticipated to be a Party does not execute this Agreement, this Agreement shall be effective in connection with the local government entities that have executed this Agreement, and shall be deemed amended to include the local governments that have executed the Agreement, irrespective of references to the local governments that have not executed this Agreement, and it shall not be necessary for the Parties execute an amended or restated Agreement deleting reference to local governments who do not enter into this Agreement.

C. Individual Parties may withdraw from the Regional Coalition and, upon such withdrawal, this Agreement shall be deemed amended with respect to that withdrawal, without further approval by the DFA.

D. Except as to the provisions of Subsections A, B and C of this Section 10, so long as only the no other provision of this Agreement is amended, amendments to include the tribal government(s) or to delete references to local governments who do not enter into this Agreement or who withdraw from the Coalition, shall not require approval by DFA.

11. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any such public agency 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 the Act, as provided in Section 11-1-6 NMSA 1978.



12. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any tribal government that is a Party, it is hereby recognized that the powers and status of such Party, as a tribal government, is subject to the laws of the United States.

13. Counterparts. This Agreement may be executed in counterpart originals.

14. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

**INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO**

By: \_\_\_\_\_  
Michael Wisner, Chairman

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

**CITY OF SANTA FE, NEW MEXICO**

By: \_\_\_\_\_  
David R. Coss, Mayor

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

**SANTA FE COUNTY, NEW MEXICO**

By: \_\_\_\_\_  
Marry B. Martoya, Chairman,  
Board of County Commissioners

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

**CITY OF ESPANOLA, NEW MEXICO**

By: \_\_\_\_\_  
Alice Lucero, Mayor

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

\_\_\_\_\_  
Stephen C. Ross  
County Attorney

ATTEST:

\_\_\_\_\_  
Valerie Espinoza  
County Clerk



**REGIONAL COALITION OF LANL COMMUNITIES**

**RESOLUTION NO. 2012-01**

**BYLAWS OF  
THE BOARD OF DIRECTORS  
OF THE  
REGIONAL COALITION OF LANL COMMUNITIES**

**PREAMBLE**

The Regional Coalition of LANL Communities (the “Regional Coalition”) shall carry out its purposes as described in and pursuant to the Joint Powers Agreement establishing the Regional Coalition of LANL Communities (the “JPA”) and amendments thereto.

**ARTICLE I.  
Offices**

If the Regional Coalition has offices, the principal office of the Regional Coalition shall be located within the boundaries of any Party to the JPA and amendments thereto, as designated by the Board of Directors. The Regional Coalition may have other offices and places of business at such places within the State of New Mexico as shall be determined by the Board.

**ARTICLE II.  
Board of Directors**

**A. Number, Qualifications and Term of Office.** The business and affairs of the Regional Coalition shall be managed by a Board of Directors. The Board of Directors shall be constituted of one representative Director from each of the member Parties of the Coalition. All Directors must be an elected official, or tribal official. All Alternate Directors may be either an elected official or employee of that government. Annually, each government will appoint the Director and Alternate Director(s) and inform the Regional Coalition in writing. Each government may appoint up to two Alternate Directors.

**B. Performance of Duties.** A Director and Alternate Director shall perform his/her duties in good faith and in a manner he/she believes to be in the best interests of the Regional Coalition. An Alternate Director shall serve in the absence of the Director for which he/she is an alternate. However, at no time shall an Alternate Director serve as an officer of the Board of Directors.

**C. Vacancies.** Any Director or Alternate Director may resign at any time by giving written notice to the chair of the Board of Directors. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In the case where the Director or Alternate Director is an elected

official, that office shall be deemed to be vacant upon the expiration of their term of office. A vacancy will also occur if a Director or Alternate Director dies during his or her term of office. In the event of a vacancy, the affected Party shall submit the name of a replacement at its earliest convenience.

**D. Expenses.** The Board of Directors shall adopt, by separate action, a resolution detailing the procedures for reimbursement of expenses related to Director and Alternate Director participation in Coalition activities.

**E. Conflict of Interest.** No Director or Alternate Director may enter into an employment relationship with the Regional Coalition (1) while serving on the Board or (2) for twelve months thereafter.

### **ARTICLE III. Officers of the Board**

**A. General.** The Chair, Vice Chair, and Secretary/Treasurer shall be elected annually by the Board of Directors. Such elections shall take place at the first meeting of the Board held on or after July 1<sup>st</sup> of each year, and the terms shall commence immediately upon election. There shall be no limitation on the number of terms for which a person may serve as an officer. An officer shall hold office until he/she is no longer qualified to serve or his/her successor is chosen, until his/her death, or until he/she shall resign. All officers of the Regional Coalition shall be Directors of the Regional Coalition; should an Alternate Director represent the Director at a meeting, said Alternate Director shall not assume any office held by the Director for whom the alternate Director is substituting.

**B. General Duties.** All officers and agents of the Regional Coalition shall have such authority and shall perform such duties as may be provided in these Bylaws or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

**C. Vacancies.** When a vacancy in one of the Board offices occurs it shall be filled by a resolution of the Board of Directors at the next meeting of the Board at which a quorum is present.

**D. Chair of the Board.** The Chair of the Board shall preside as chair at meetings of the Board of Directors. He/she shall, in addition, execute resolutions and documents, represent the Board and Regional Coalition at public functions and perform such other duties as the Board may prescribe.

**E. Vice-Chair.** The Vice-Chair shall fulfill the responsibilities of the Chair when the Chair is unavailable to do so.

**F. Secretary/Treasurer.** The Secretary/Treasurer shall perform both the duties of a secretary and of a treasurer, as follows:

1. Shall keep or cause to be kept, the minutes of the meetings of the Board.
2. Shall have oversight of Regional Coalition funds and assets. He/she shall review accounts of receipts, disbursements and deposits of all Regional Coalition monies and other valuable effects in the name and to the credit of the Regional Coalition and report to the Board of Directors upon request.
3. Shall provide or cause to be provided a detailed financial statement to the Board. The financial statement shall include all revenue, revenue sources, expenditures and balances, and include monthly and year-to-date figures. The presentation of such a financial statement shall be a recurring item on each of the Board's regular meeting agendas.

**G. Delegation of Duties.** Except for the Chair, whenever an officer is unable to perform the duties of his/her office for any reason, the Board may delegate the powers and duties of an officer to any other officers or to any qualified Director.

#### **ARTICLE IV. Regional Coalition Staff**

At its discretion, the Board may hire an Executive Director who shall serve at the pleasure of and report directly to the Board of Directors of the Regional Coalition, and who shall be responsible for implementing the Board's policies, and for the overall management of all activities of the Regional Coalition. All other staff shall be hired by the Executive Director and shall report to him/her.

#### **ARTICLE V. Meetings of the Board**

- A. Place of Meetings.** The regular or special meetings of the Board of Directors or any committee designated by the Board shall be held at the principal office of the Regional Coalition or at any other place that the Board of Directors designates.
- B. Regular Meetings.** The Board of Directors shall meet quarterly, or as otherwise determined by the Board of Directors and pursuant to the Open Meetings Resolution as adopted by the Board.
- C. Special Meetings.** Special meetings of the Board of Directors may be called by the Chair or a quorum of the Board of Directors and pursuant to the Open Meetings Resolution as adopted by the Board.
- D. Notice of Meetings.** The Board shall adopt a resolution annually detailing meeting notice procedures in compliance with the New Mexico's Open Meetings Act, NMSA 1978, § 10-15-

1(1999) and shall be deemed the Board's Open Meetings Resolution.

**E. Voting.**

1. Quorum. At meetings of the Board of Directors, a majority of the appointed Directors (or their alternate if a Director is not present) shall be necessary to constitute a quorum for the transaction of business. If a quorum is present, the Regional Coalition's goal is to reach consensus on matters under consideration. If a vote is needed, an affirmative vote a majority of the Directors present (or Alternate Directors) shall be required to be the act of the Board of Directors.

2. Consent Agenda. Within a meeting agenda, Regional Coalition staff may place on the consent agenda any one or more items which staff believes do not give rise to discussion by the Board, and which may be acted upon by singular action and vote of the Board. Any Director may pull from the consent agenda any one or more items which shall then be separately and individually discussed and voted on by the Board.

**F. Conduct of Meetings.** The Board may adopt such rules of procedure as it deems proper. To the extent any rules adopted by the Board do not specify how an item of business of the Board is to be conducted then Roberts' Rules of Order shall apply.

**ARTICLE VI.**

**Open Records and Open Meetings**

**A.** All accounts and records of the Regional Coalition and its committees shall be open to the public as provided for in the New Mexico Open Records Act and any other applicable laws, at all reasonable times under reasonable regulation, except where a specific determination is made by the Regional Coalition that there is a legitimate public purpose achieved by withholding a document concerning legal, personnel, or private proprietary information.

**B.** All meetings of the Board of Directors of the Regional Coalition and any of its committees are subject to New Mexico's Open Meetings Act, NMSA 1978, § 10-15-1(1999), as the New Mexico legislature may amend from time to time.

**C.** Minutes or similar record shall be kept of all meetings of the Board of Directors of the Regional Coalition.

**ARTICLE VII.**  
**Committees**

**A. Regional Coalition Committees.** The Regional Coalition is interested in working with the public and will seek the input of the local community and other interested parties. As necessary, and to the extent practicable, the Regional Coalition will seek the input of the local community and other interested parties by establishing *ad hoc* committees and task forces, and by holding public meetings, workshops, special meetings, or other forums of public involvement, from time to time as may be deemed appropriate by the Board. By resolution or motion of the Board, the Regional Coalition may establish such working committees from time to time as it deems appropriate. These committees shall be open to all persons interested in participating with the Regional Coalition. Each committee shall have a chair appointed by the Board of Directors. Committees may consider issues consistent with the Regional Coalition's purposes and make recommendations for actions to the Board of Directors. Any such recommendations, together with any minority reports, shall be made to the Board of Directors. The Board may consider and comment on committee recommendations and formulate its own recommendations for official action by the Board. Any minority report(s) from a committee shall be transmitted simultaneously with such recommendations. The Board of Directors may take such actions as it deems appropriate, notwithstanding recommendations or lack thereof or the fact of pending deliberations of committees and of the Regional Coalition.

**B. Board Committees.** The Board may have committees on any matters as the Board deems proper for the administration of the Regional Coalition. Such committees shall be comprised of Directors, and shall not meet nor exceed the number of Directors necessary to constitute a quorum of the Regional Coalition.

**ARTICLE VIII.**  
**Fiscal Year**

The fiscal year of the Regional Coalition shall be July 1 to June 30.

**ARTICLE IX.**  
**Amendments**

**A. General.** The Board of Directors may amend, supplement or repeal these Bylaws or adopt new Bylaws, and all such changes shall affect and be binding upon the Regional Coalition. Any amendment, supplement or repeal of these Bylaws or adoption of new Bylaws shall require discussion at two meetings of the Board.

**B. Vote Necessary.** Amendment to, supplementation of or repeal of these Bylaws or adoption of new Bylaws shall require approval by a majority of the Directors of the Board at the second meeting at which the amendment, supplement, repeal or adoption is discussed.

**ARTICLE X.**  
**Annual Report**

On an annual basis, the Regional Coalition shall prepare or cause to be prepared an annual report which shall generally address Regional Coalition's operations for the previous year; Regional Coalition's proposed plans for the upcoming year; a summary of Regional Coalition's financial status, including revenue projections and operating costs; and any changes or proposed changes in Regional Coalition's policies. Upon request, the Executive Director shall present an oral presentation of the annual report at a designated board or council meeting of the requesting Party.

**ARTICLE XI.**  
**Miscellaneous**

**A. Invalid Provision.** The invalidity or non-enforceability of any particular provision of these Bylaws shall not affect the other provisions herein, and these Bylaws shall be construed in all respects as if such invalid or unenforceable provision was omitted.

**B. Governing Law.** These Bylaws shall be governed by and construed in accordance with the constitution and laws of the State of New Mexico and the JPA, as amended from time to time. To the extent there are inconsistencies between the JPA and any amendments thereto and these Bylaws and any amendments thereto, the JPA and amendments thereto shall control.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of August, 2012.

**REGIONAL COALITION OF LANL  
COMMUNITIES**

\_\_\_\_\_  
**Coalition Chair**

**ATTEST:**

\_\_\_\_\_  
**Coalition Secretary**