

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE and ADMINISTRATION (DFA)
JOINT POWERS AGREEMENT (JPA) BRIEF



DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: Incorporated County of Los Alamos

SECONDARY PARTY: City of Santa Fe

OTHER PARTY: Santa Fe County, City of Espanola, Rio Arriba County, Taos County

CONTACT NAME: Randy M. Autio, Acting County Administrator PHONE: (505) 662-8022

CONTACT ADDRESS: 133 Central Park Square, Los Alamos, NM 87544

DOCUMENTS ENCLOSED:

- JPA
- JPA Amendment
- Purchase Document
- Written Justification
- Other _____

AMOUNT:

- Federal Funds \$ _____
- General Fund \$ _____
- Other State Funds \$ _____
- Local Gov. Funds \$ _____
- TOTAL \$ _____

Purpose: Establish Regional Coalition for Regional Planning, Economic Development & Lobbying re: LANL-related issues

Term: Indefinite From: _____ To: _____

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

Statutory Requirements- Agencies must check each blank CERTIFYING to DFA that the JPA:

<input checked="" type="checkbox"/>	jointly exercises a power common to the parties (<i>Transferring funds from one agency to another does not constitute the joint exercise of power.</i>);
<input checked="" type="checkbox"/>	clearly specifies its purpose;
<input checked="" type="checkbox"/>	establishes the method by which its purpose will be accomplished;
<input checked="" type="checkbox"/>	establishes the manner in which the joint power will exercised;
<input checked="" type="checkbox"/>	provides for strict accountability of all receipts and disbursement;
<input checked="" type="checkbox"/>	addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
<input checked="" type="checkbox"/>	specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements – Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

<input checked="" type="checkbox"/>	Is one original and at least two copies of the JPA or amendment attached? (<i>DFA will forward copies to the contact.</i>)
<input checked="" type="checkbox"/>	Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
<input checked="" type="checkbox"/>	Are all exhibits referred to in the JPA attached?
<input type="checkbox"/>	Does the JPA provide for the expenditure or transfer of public funds by a state agency? (<i>All public money must be budgeted.</i>)
<input type="checkbox"/>	Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.
<input type="checkbox"/>	If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (<i>A detailed, letter explaining the circumstances must be signed by the agency head of one of the parties.</i>)
<input checked="" type="checkbox"/>	Has the JPA or amendment been reviewed by legal counsel? If yes, state Who <u>Peter Franklin</u>

Agency Head Signature _____

Title _____

Autio Comb Admin Strator
Comb of Los Alamos

RECEIVED

OCT 06 2011

DFA
OFFICE OF THE SECRETARY



MODRALL SPERLING
LAWYERS

October 5, 2011

Peter Franklin
505.984.2856
Fax: 505.988.8996.
pfranklin@modrall.com

DELIVERED BY HAND

Gregory Shaffer, General Counsel
Department of Finance and Administration
180 Bataan Memorial Building
Santa Fe, New Mexico 87501

Re: 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 and Taos County

Dear Greg,

Enclosed please find an original and two copies of the above-referenced Joint Powers Agreement ("JPA") establishing the Regional Coalition of LANL Communities (the "Regional Coalition"). The purpose of the Regional Coalition is to provide a mechanism for cooperative regional planning, economic development and lobbying in connection with the Los Alamos National Laboratory.

Please note that, although the Town of Taos is included in the title on the first page of the JPA, the Town has decided not to participate in Regional Coalition, and has not executed the JPA. Section 10(B) of the JPA addresses the possibility that a local government initially anticipated to be a party to the JPA might decide not to participate, and provides that the JPA need not be amended and then re-executed by the remaining parties to exclude that local government. The remaining parties' execution of the JPA signifies their intention to move forward as the Regional Coalition without the participation of the Town of Taos and without executing a revised version of the JPA that deletes reference to the Town.

Modrall Sperring
Roehl Harris & Sisk P.A.

123 East Marcy St.
Suite 201
Santa Fe, New Mexico
87501

PO Box 9318
Santa Fe, New Mexico
87504-9318

Tel: 505.983.2020
www.modrall.com

Gregory Shaffer, DFA General Counsel
October 5, 2011
Page Two

The local governments that have formed the Regional Coalition request that the Department of Finance and Administration review and approve the JPA so that they may move forward as a formal organization with the activities contemplated therein.

Please do not hesitate to call me with any questions you have at (505) 984-2856.

Very truly yours,



Peter Franklin

cc: Randy Autio,
Acting Los Alamos County Administrator

**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 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 Wismer, Chairman

Date: _____

CITY OF SANTA FE, NEW MEXICO

By: _____
David R. Coss, Mayor

Date: _____

SANTA FE COUNTY, NEW MEXICO

By: _____
Harry B. Montoya, Chairman,
Board of County Commissioners

Date: _____

Stephen C. Ross
County Attorney

ATTEST:

Valerie Espinoza
VALERIE ESPINOZA
COUNTY CLERK

CITY OF ESPANOLA, NEW MEXICO

By: _____
Alice Lucero, Mayor

Date: _____



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: Sharon Stover
Michael Wismer, Chairman SHARON STOVER FOR MICHAEL WISMER

Date: May 18, 2011

CITY OF SANTA FE, NEW MEXICO

By: _____
David R. Coss, Mayor

Date: _____

SANTA FE COUNTY, NEW MEXICO

By: _____
Harry B. Montoya, Chairman,
Board of County Commissioners

Date: _____

CITY OF ESPANOLA, NEW MEXICO

By: _____
Alice Lucero, Mayor

Date: _____

RIO ARRIBA COUNTY, NEW MEXICO

By: _____
Alfredo L. Montoya, Chair

Date: _____

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 Wismer, Chairman

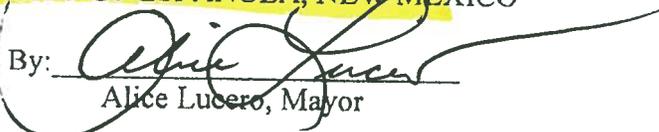
Date: _____

SANTA FE COUNTY, NEW MEXICO

By: _____
Harry B. Montoya, Chairman,
Board of County Commissioners

Date: _____

CITY OF ESPANOLA, NEW MEXICO

By:  _____
Alice Lucero, Mayor

Date _____

RIO ARRIBA COUNTY, NEW MEXICO

By: _____
Alfredo L. Montoya, Chair

Date _____

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: _____
Chairman

Date: _____

CITY OF SANTA FE, NEW MEXICO

By: _____
Mayor

Date: _____

SANTA FE COUNTY, NEW MEXICO

By: _____
Chairman,
Board of County Commissioners

Date: _____

CITY OF ESPANOLA, NEW MEXICO

By: _____
Mayor

Date _____

RIO ARRIBA COUNTY, NEW MEXICO

By: Moises A. Morales
Chair

Date 9/13/10

CERTIFIED A TRUE AND CORRECT COPY
OF _____
RECORDED ON _____
IN BOOK _____ PAGE _____
MOISES A. MORALES, JR.
RIO ARRIBA COUNTY CLERK
BY _____ Deputy

TOWN OF TAOS, NEW MEXICO

By: _____
Darren Cordova, Mayor

Date _____

TAOS COUNTY, NEW MEXICO

By: _____
Daniel R. Barrone, Chairman,
Board of County Commissioners

Date: _____

CITY OF SANTA FE, NEW MEXICO

By: David Coss
David Coss, Mayor

Approved as to Form:

By: Geno Zamora
Geno Zamora, City Attorney

By: Kathryn Raveling
Kathryn Raveling, Finance Director

ATTEST:

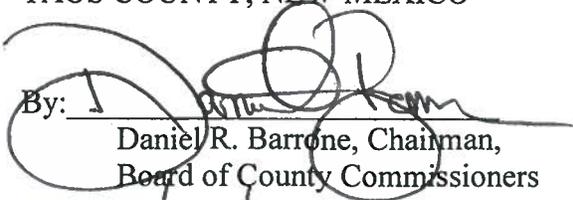
By: Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk
cmty 10-13-10

TOWN OF TAOS, NEW MEXICO

By: _____
Darren Cordova, Mayor

Date _____

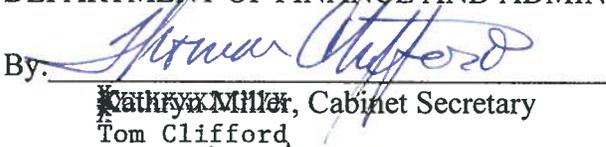
TAOS COUNTY, NEW MEXICO

By:  _____
Daniel R. Barrone, Chairman,
Board of County Commissioners

Date: 11/30/10

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

By:  _____
~~Kathryn Miller~~, Cabinet Secretary
Tom Clifford

Date: 10/13/11

PK