

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2010 - 86**

3 **INTRODUCED BY:**

4
5 **Mayor Coss**
6 **Councilor Romero**

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10 **A RESOLUTION**

11 **APPROVING A JOINT POWERS AGREEMENT ESTABLISHING THE REGIONAL**
12 **COALITION OF LANL COMMUNITIES; AUTHORIZING THE MAYOR TO**
13 **EXECUTE THE JOINT POWERS AGREEMENT WITH CERTAIN REVISIONS**
14 **RECOMMENDED OR REQUESTED BY THE DEPARTMENT OF FINANCE AND**
15 **ADMINISTRATION OR BY OTHER PARTIES TO THE JOINT POWERS**
16 **AGREEMENT; AND SUPPORTING A ONE-TIME COMMITMENT OF \$10,000 FOR**
17 **THE COALITION.**

18
19 **WHEREAS**, Santa Fe, New Mexico (the "City") is a municipality, corporate and politic,
20 and organized and existing pursuant to the laws of the State of New Mexico (the "State"); and

21 **WHEREAS**, Los Alamos National Laboratory ("LANL") is one of the largest employers
22 in northern New Mexico and a critical economic driver in the region and has a direct and
23 substantial impact on the economy and environment of Santa Fe; and

24 **WHEREAS**, Santa Fe shares a common interest with other local governments in the
25 region in assuring that LANL missions remain sustainable and diversified, while assuring

1 protection of the environment; and

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

6 **WHEREAS**, Santa Fe shares common powers with the other parties proposed to be
7 included in the Regional Coalition of LANL Communities to be established through the Joint
8 Powers Agreement (the "Regional Coalition") with respect to promoting economic development,
9 cultural and educational activities and environmental protection for the benefit of their citizens;
10 and

11 **WHEREAS**, Santa Fe is authorized by the Joint Powers Agreements Act, Sections 11-1-
12 1 through 11-1-7 NMSA 1978 (the "Act"), to create a joint powers authority for the purpose of
13 exercising powers common to the Parties; and

14 **WHEREAS**, the form of Joint Powers Agreement presented in connection with this
15 Resolution provides that one or more local governments or tribal governments that are not
16 initially members of the Regional Coalition may participate in the Coalition in the future, and that
17 one or more local governments or tribal governments initially participating in the Regional
18 Coalition may terminate their participation, in either case without amendment of the Joint Powers
19 Agreement or additional approval by the Department of Finance and Administration; and

20 **WHEREAS**, Santa Fe desires to participate in the creation of the Regional Coalition as a
21 joint powers authority pursuant to the Act for the purposes described in, and subject to the
22 requirements of, the Agreement in this Resolution; and

23 **WHEREAS**, the purposes of the Regional Coalition are to (with respect to LANL and
24 LANL-related activities and issues): promote economic development; promote and coordinate
25 environmental protection and stewardship; participate in regional planning; and evaluate policy

1 initiatives and legislation for their impact on the Regional Coalition; however, the Governing Body
2 prefers that the Coalition be restructured to focus on advocacy as its purpose in order to eliminate
3 duplication with other existing organizations; and

4 **WHEREAS**, the Governing Body desires to support a one-time \$10,000 commitment out of
5 the City's economic development fund, from sources other than the gross receipts tax allocated to
6 economic development, to be used for the operation of the Regional Coalition.

7 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
8 **CITY OF SANTA FE** that:

9 Section 1. Approval of Joint Powers Agreement. The form of Joint Powers
10 Agreement (attached as Exhibit A) is hereby in all respects authorized, approved and confirmed.
11 The Mayor is hereby authorized to execute the Joint Powers Agreement in substantially the forms
12 presented at this meeting for and on behalf of the city of Santa Fe, with such alterations, changes
13 or additions as are not materially adverse to the interests of the city of Santa Fe, to the extent
14 requested or recommended by the Department of Finance and Administration or by another local
15 government or tribal government proposing to enter into the Joint Powers Agreement.

16 Section 2. Repealer. All prior actions of the City taken in connection with the Joint
17 Powers Agreement inconsistent with the provisions of this Resolution are hereby repealed but
18 only to the extent of such inconsistency.

19 Section 3. Effective Date. This Resolution shall be effective immediately.

20 **AND BE IT FURTHER RESOLVED** that the Governing Body agrees to support the
21 Regional Coalition with a one-time \$10,000 commitment.

22 **AND BE IT FURTHER RESOLVED** that the Governing Body's representative on the
23 Coalition voice the desire of the Governing Body to restructure the Coalition to focus on
24 advocacy as its purpose.

25 **AND BE IT FURTHER RESOLVED** that the Governing Body shall evaluate the city's

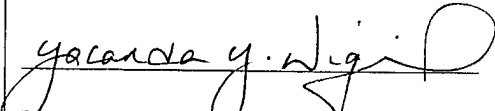
1 participation in the Regional Coalition of LANL Communities one year after the adoption of this
2 Resolution.

3 PASSED, APPROVED, and ADOPTED this 13th day of October, 2010.

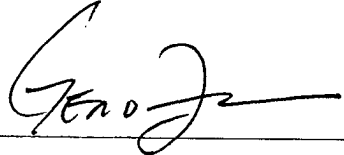
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7 DAVID COSS, MAYOR

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9 ATTEST:

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11 YOLANDA Y. VIGIL, CITY CLERK

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13 APPROVED AS TO FORM:

14 
15

16 GENO ZAMORA, CITY ATTORNEY

EXHIBIT A

**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 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 _____

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
ccmtg 10-13-10

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
 , Cabinet Secretary

Date: _____