



# REGIONAL COALITION OF LANL COMMUNITIES

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

## **REGIONAL COALITION MEETING AGENDA**

March 5, 2018 | 9:00a—11:00a

Española Library - Mayor's Conference Room, [313 N Paseo de Oate, Española, NM](#)

RCLC CONFERENCE CALL INFO: Dedicated Dial-in: (712) 775-7031; Access Code: 532212

**A. Call to Order – Chair Mayor Javier Gonzales | 9:00a-**

**B. Confirmation of Quorum – Chair Mayor Javier Gonzales**

**C. Approval of Agenda – Chair Mayor Javier Gonzales**

**D. Founding Documents Review | 9:05-11:00a**

- a. Continuation of meeting – Discussion Regarding Limited Personnel Matter(s) – Review of ARC’s Provision of Executive Director Services and Agreement AGR2016-01.
  - i. Discussion Regarding Limited Personnel Matter(s) – Review of ARC’s Provision of Executive Director Services and Agreement AGR2016-01
  - ii. Review & Discussion on Executive Director Services and Agreement AGR2016-01 and response to matters of the RCLC
  - iii. Action Items: Decision on Executive Director Services contract
- b. Review regarding expressed powers in Regional Coalition of LANL Communities’ Joint Powers’ Agreement (JPA) and Bylaws to elect to hire contractors, staff, etc.
  - i. Legal report from Santa Fe County and Los Alamos County’s joint effort to review RCLC JPA and Bylaws
  - ii. Board discussion on JPA and Bylaws findings from Santa Fe County and Los Alamos County
  - iii. Action Items: Decision on way forward of Joint Powers Agreement and Bylaws to engage in future operations of RCLC

**E. Adjournment | 11:00a**

## **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 regional economic development and site employment, environmental remediation, and adequate funding for LANL.*

*The 2018 Board of Directors includes Chair, Mayor Javier Gonzales, City of Santa Fe; Vice-Chair, Commissioner Barney Trujillo, Rio Arriba County; Treasurer, Commissioner Henry Roybal, Santa Fe County; Secretary, Councilor Chris Chandler, Los Alamos County; Mayor Alice Lucero, City of Española; Councilor Darien Fernández, Town of Taos; Commissioner Mark Gallegos, Taos County; Representative Ron Lovato, Ohkay Owingeh; and TBD, Pueblo of Jemez.*

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

Contact: Regional Coalition of LANL Communities, 1101 Hickox St, Santa Fe, NM 87505,  
Office: 505/490-6155

**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: \_\_\_\_\_

**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  
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

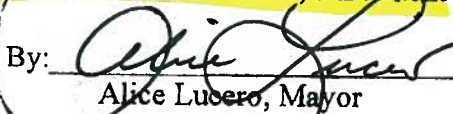
Date: \_\_\_\_\_

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:

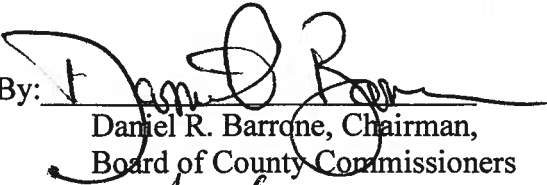
By: Geno Zamora  
Geno Zamora, City Attorney

By: Kathryn Raveling  
Kathryn Raveling, Finance Director

ATTEST:

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

TAOS COUNTY, NEW MEXICO

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

Date: 11/30/10

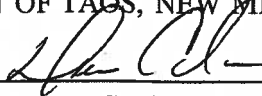
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: \_\_\_\_\_  
Kathryn Miller, Cabinet Secretary

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, Mayor

OHKAY OWINGEH

By:  \_\_\_\_\_  
Ron Lovato, Governor

Date: 10/9/2012

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.

PUEBLO OF JEMEZ

By: Joshua Madalena  
Joshua Madalena, Governor

Date: 8/16/14





September 21, 2012

Ron Lovato, Governor  
Ohkay Owingeh  
P.O. Box 1099  
San Juan Pueblo NM 87566

Dear Governor Lovato:

In connection with Ohkay Owingeh becoming a party to the joint powers agreement establishing the Regional Coalition of LANL Communities (the "Coalition"), this letter reflects the joint acknowledgement and approval by the Coalition and Ohkay Owingeh of the matters described below.

1. Ohkay Owingeh is a federally recognized Indian tribe with inherent powers of self-government.
2. Ohkay Owingeh's representative officials are appointed by the tribal council and religious leaders rather than elected and, in that regard, it is necessary and appropriate that Ohkay Owingeh may be represented on the Coalition Board of Directors by an appointed rather than elected official.
3. Ohkay Owingeh is not waiving its sovereign immunity by becoming a party to the Coalition JPA.

ACKNOWLEDGED AND APPROVED:

REGIONAL COALITION OF LANL COMMUNITIES

By: David Coss

Mayor David Coss, Chair, Regional Coalition of LANL Communities

OHKAY OWINGEH

By: Ron Lovato 10/9/12  
Governor Ron Lovato, Pueblo of Ohkay Owingeh



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

1. 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.
2. 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. Secretary.** The Secretary shall perform the duties of a secretary, as follows:

1. Shall keep or cause to be kept, the minutes of the meetings of the Board.

**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 monthly, or as otherwise determined by the Board of Directors and pursuant to the Open Meetings Resolution as adopted by the Board.

**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.

**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, § 1015-31(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 14th day of July, 2017.

**ATTEST:**

**REGIONAL COALITION OF LANL COMMUNITIES**

\_\_\_\_\_

\_\_\_\_\_

**Coalition Secretary**

**Coalition Chair**

**REGIONAL COALITION OF LANL COMMUNITIES  
RESOLUTION NO. 2012-03**

**REGIONAL COALITION TRAVEL POLICIES AND BUDGET**

**I. Objective:**

Regional Coalition staff are required, from time to time, to attend conferences, meetings, and training sessions which relate directly to the concerns of the Regional Coalition or provide job-related educational opportunities. It is the Regional Coalition's intention to limit travel costs as much as possible while also allowing such attendance without unreasonable financial sacrifice. Staff members are expected to use sound judgment and fiscal responsibility in assessing the necessity for business, travel, and training expenses

**II. Purpose:**

The purpose of this policy is to identify and provide guidelines regarding the Regional Coalition of LANL Communities "Regional Coalition" travel policies and to further delineate those valid business expenses for which Board Members and staff of the Regional Coalition may qualify for payment or reimbursement. These procedures are not intended to cover every possible circumstance. Anything not specifically covered must be authorized by the Board of Directors of the Regional Coalition.

**III. Scope:**

This policy applies to all employees, contract staff, and board members of the Regional Coalition. As used below, "staff" means all persons included in "Scope."

**IV. Authorization for Travel and Training:**

A staff member may incur expenses for pre-approved training programs, conferences, and professional meetings attended for the benefit of the Regional Coalition. For in-state travel and training, that will be paid for with Regional Coalition funding, approval is required by the Executive Director. For out-of-state travel and training, that will be paid for with Regional Coalition funding, approval is required by the Board of the Regional Coalition.

**The total budget amount to be authorized for travel purposes for contract staff is not to exceed \$10,000 annually.**

**The total budget amount to be authorized for Board Member travel purposes is not to exceed \$10,000 annually.**

V. **Mode of Transportation:**

No specific mode of transportation is mandatory. However, staff members are expected to use the most economical means available with reasonable consideration given to the time and distance involved.

a) Air Travel

Every effort should be made to obtain the lowest possible round-trip coach fare. Any upgrades or enhancements are personal expenditures and will not be paid by the Regional Coalition.

Staff members may use personal frequent flier miles to pay for or upgrade their seating or travel arrangements for Regional Coalition travel, however the Regional Coalition will not reimburse the staff member for their use of any personal frequent flier miles.

Travelers should also review the following topics, as applicable to their situation:

- Companion / Spouse / Family Travel Expenses
- Combining Personal and Business Travel
- Travel Extended to Save Costs

b) Personal Vehicle

Staff members may use their personal vehicle for business travel. Staff members using a personal vehicle for business purposes will be reimbursed based on miles traveled. Reimbursement will be at the allowable rate established by the IRS.

To receive reimbursement, staff members must submit documentation of total miles traveled, including origination, destination, business purpose, and number of miles per trip.

When personal vehicles are used on Regional Coalition business the staff member must have adequate liability insurance coverage. The minimum prescribed liability insurance is as follows:

- \$100,000 for personal injury to, or death of, one person;
- \$300,000 for injury to, or death of, two or more persons in one accident; and
- \$100,000 of property damage.

An staff member who uses a personal vehicle on Regional Coalition business is required to have, and provide upon request, satisfactory evidence of liability insurance coverage. Upon request, proof of such coverage must be provided to the Chair of the Board.

Should an accident occur, to ensure full communication and disclosure between all parties, the driver should immediately contact:



- Local authorities, as required
- His / Her personal insurance company

Expenses such as parking fines, traffic fines, and the cost of towing and repairs on a private vehicle will not be reimbursed.

c) Rental Vehicle

When more advantageous to the Regional Coalition, as compared to other means of transportation such as a taxi, a vehicle may be rented. The traveler is responsible for obtaining the best available rate commensurate with the requirements of the trip. Personal use of the rental vehicle is prohibited.

Should an accident occur the driver should immediately contact:

- Local authorities, as required
- The rental company, in accordance with the rental agreement

d) Miscellaneous Automobile Related Expenses

Toll road charges and reasonable charges for parking, while an staff member is traveling or away from their assigned Regional Coalition facility on business, will be allowed. The location of the parking lot, garage, or meter as well as the business purpose of the trip needs to be documented. Obtain receipts where available.

e) Other forms of transportation

Taxi fares are allowable expenses for travel to and from a business destination such as an airport, hotel, conference site, or other locations necessitated by the business trip (locations of personal interest are not allowed) when the date, origination, and destination are documented. When available, the use of public transportation (e.g., buses, subways) or a hotel / airport shuttle is encouraged. Reimbursement for the reasonable cost of tips related to these forms of transportation is also allowed. Obtain receipts where available.

**VI. Special Travel Situations:**

a) Companion/Spouse/Family Travel Expenses

Payment of expenses for companion, spouse, or other family members of the staff member is strictly prohibited.

b) Combining Business and Personal Travel

If an staff member combines business with personal travel, only the business portion of the trip is reimbursable. This amount may not exceed the amount of reimbursable

expenses which would have been incurred had the trip been strictly for business purposes.

If an indirect route is taken as a result of personal travel the reimbursement of expenses shall be limited to the lesser of actual costs incurred or the charges that would have been incurred via a more direct route. In the case of airfare, the staff member must document the lowest reasonable cost for round trip coach airfare to the business destination, as well as submitting actual expenses. The Regional Coalition will reimburse the staff member for the lesser amount.

c) Travel Extended to Save Costs

Additional expenses associated with travel extended to save costs (e.g. a Saturday night stay for air travel) may be reimbursed when the cost of airfare plus the additional expenses would be less than the cost of airfare had the traveler not extended the trip. These additional expenses include the additional cost of lodging, meals, and incidental expenses incurred in the vicinity of the business destination. If requested, the staff member must provide documentation of the airfare savings derived from extending the trip.

d) Ground Transportation in Lieu of Air Travel

An staff member may use ground transportation for personal reasons even though air travel is themore economical and efficient mode of transportation. In this case the cost of meals, lodging, mileage, parking, tolls, etc. while in transit by ground transportation will be reimbursed as allowed by Regional Coalition policy for these types of expenses. However, such costs shall not exceed the cost of airfare, based on the lowest available coach fare, plus costs to and from the airport terminal. The staff member must provide documentation of potential airfare costs (on/near the days air travel would have been utilized) before receiving reimbursement for the ground transportation.

**VII. Lodging, Meals, & Incidentals:**

a) Lodging

Lodging expense is limited to the standard room rate for single occupancy for the minimum number of nights required to attend the function. The staff member should request the government or corporate rate where available. Retain itemized receipt.

If multiple co-workers are authorized to travel and share accommodations the hotel room size should be appropriate to the number of staff members sharing lodging. One staff member, generally higher in the Regional Coalition's organizational structure, should submit the entire lodging expense, making note of those staff members covered by the lodging expense.

Stay(s) prior to or beyond that required for the function is the personal responsibility

of the staff member, see Special Travel Situations: Combining Business and Personal Travel. Any difference between the single occupancy standard room rate and actual room charges is also the personal responsibility of the staff member. See Special Travel Situations: Companion/Spouse/Family Travel Expenses

a) Per Diem Meal Allowance

1. Meals are expenses for breakfast, lunch, dinner, gratuities and taxes on those meals, which are incurred on travel status, and are reimbursable based on per diem rates. No receipts are required.
2. Per diem for meals will be reduced for any meals provided as part of a conference/function (excludes continental breakfast) using the guideline provided below.
3. Per Diem Rates
  - i. Daily per diem rate is \$50 per day for In-State travel and is inclusive of taxes and gratuity (*breakfast \$10, lunch \$14.00, dinner \$26.00 on those days where the staff member is not eligible for three meals at Regional Coalition expense*)
  - ii. Daily per diem rate is \$60 per day for three meals for Out-of-State Travel and is inclusive of taxes and gratuity (*breakfast \$12, lunch \$15.00, dinner \$33.00 on those days where the staff member is not eligible for three meals at Regional Coalition expense*) excluding tips.
  - iii. Part day travel per diem is prorated by the meal component based upon when travel starts.

b) Incidentals

A per diem of \$8/day is also provided (no receipts required) to cover incidental expenses such as reasonable personal telephone calls, etc.

**VIII. Specifically Prohibited Expenses:**

Staff members are responsible for reviewing the complete travel policy prior to traveling to determine allowable expenses and receipt requirements necessary for reimbursement.

Prohibited expenses include, but are not limited to, the following:

- Personal items, including personal grooming items
- Beverages and snacks, hotel mini bar charges
- Gifts
- Entertainment and recreation expenses, including hotel movies and health club activities
- Golf outings, fitness events or other “recreational” activities
- Alcoholic beverages
- Expenses for spouses, guests or family members

Conference registration related special events such as banquets, receptions, recognition and award events, etc. are only allowable for the Regional Coalition representative.

**IX. Reporting Expenses:**

- a) Keep all receipts. Itemized receipts are required for lodging, meals, and other miscellaneous incidental costs. Receipts are also required for airfare, auto rental, taxi fare, and registration fees. The amount of any tips or gratuities paid should be noted on the applicable receipt.
- b) All receipts being reported on the staff member's Expense Report form should be attached to an 8 1/2" x 11" sheet of paper to prevent small receipts from being lost during the approval and payment processing cycle. Attach these behind the Expense Report form.
- c) Be sure origination and destination has been noted on all taxi fares.
- d) Be sure the location for toll and parking charges is included on these receipts. If receipts were not obtainable for these items reimbursement will be made for reasonable costs when the date, location, and amount paid are noted.
- e) If a personal vehicle was used as transportation, document the miles traveled along with origination and destination. If mileage was not part of a "travel trip" a mileage log must be attached to the expense report documenting date, origination, destination, business purpose, and number of miles driven. A sample mileage log form is available for your convenience. Mileage may be calculated using either actual odometer readings or by obtaining the travel distance from a reliable online service.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of September, 2012.

REGIONAL COALITION OF LANL  
COMMUNITIES

---