RESTATED AND AMENDED 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, TAOS COUNTY AND THE SOVEREIGN
GOVERNMENTS OF THE PUEBLO OF OHKAY OWINGEH AND THE PUEBLO
OF JEMEZ

THIS RESTATED AND AMENDED 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, Ohkay Owinge Pueblo and the Pueblo of Jemez (each a “Party” or “Member” and,
together, the "Parties" or "Coalition Members").

RECITALS

WHEREAS, the Parties are political subdivisions of the State of New Mexico (the
"State") or sovereign federally recognized Indian Tribal Governments, 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’s 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’s 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 have 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 specified in this Agreement; and

WHEREAS, the Parties desire to create a joint powers agency pursuant to the Act to
carry out the purposes described in this Agreement in accordance with the terms and conditions
set out below.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Creation of Regional Coalition of LANL Communities. The Parties hereby
create the Regional Coalition of LANL Communities ("Regional Coalition" or "Coalition"), which is a political subdivision separate from the Parties, which shall act on behalf of the Parties with respect to the subject matters of this Agreement. The Coalition is a political subdivision of the state of New Mexico.

2. **Authority of the Regional Coalition.** The Regional Coalition shall have the authority to exercise the following powers common to the Parties in accordance with New Mexico state law 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 and its contributions toward and impact on the region.

   B. **Promotion and coordination of environmental protection and stewardship,** including:
      
      (i) clean-up 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.

E. In exercising the common powers of the Parties described in Subsections (A) through (D) of Section 2 above, the Regional Coalition shall have the additional common powers to:

   (i) enter into contracts, including office leases and personal property rental agreements, but shall not acquire or own any real property, vehicles, or debt;

   (ii) acquire office equipment and supplies and other personal property as necessary to accomplish the purposes of this Agreement;

   (iii) contract with an executive director, legal counsel, experts, and administrative staff, as necessary; provided, however, the Coalition shall not hire employees;

   (iv) develop and adopt an annual budget for operations, and bill and collect payments from Coalition Members in accordance with this Agreement and the duly adopted annual budget, subject to Section 5(C);

   (v) establish bylaws and policies to govern its affairs, including policies relating to fiscal management, travel, reimbursement, and annual audits, subject to Section 5(C);

   (vi) receive, deposit, expend, and invest public monies, subject to Section 5(C);

   (vii) lobby state and federal officials, but only to the extent consistent with state and federal law and grant requirements;

   (viii) apply for and to receive state, federal, and other grants, appropriations, and donations, subject to Section 5(C);

   (ix) sell any of the Regional Coalition assets deemed by the Board to be unnecessary, excess, obsolete, or scrap in accordance with New Mexico state law, subject to Section 5(C);

   (x) sue and be sued in any court of competent jurisdiction, subject to the limitations and immunities under New Mexico state law, including without limitation, the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978; and
(xi) do any and all other lawful things that are reasonably necessary and appropriate to carry out the purposes of this Agreement and exercise the express common powers of the Parties specified above; and

3. Regional Coalition Board of Directors.

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.

4. Meetings and Duties of the Board.

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 resolutions, bylaws, policies and plans; to enter into contracts and leases; to make purchases over $2,500; to adopt an annual budget; appoint officers of the Board; delegate authority; and to take any other official action on behalf of the Board.

D. The Board shall:

   (i) adopt bylaws, which shall not be inconsistent with this Agreement and which shall (among other things) govern the selection, duties, removal, and replacement of Board officers, conflicts of interest, conduct of meetings, compliance with the Open Meetings Act, voting, formation and conduct of subcommittees, amendments, and reporting;
(ii) appoint officers of the Board, which shall include a chair, vice chair, treasurer, and secretary, who shall serve one-year terms;

(iii) adopt written resolutions, plans, strategies, and policies to carry out the purposes of this Agreement and govern the exercise the Parties’ common powers specified in Subsections (A), (B), (C), (D), and (E) of Section 2, including a code of conduct, and travel, per diem, and expense reimbursement policies;

(iv) develop an annual budget for each fiscal year, which shall begin on July 1 and end on June 30 of the following year;

(v) comply with all federal, state, and other grant accounting, expenditure, and reporting requirements;

(vi) delegate its authority and duties under this Agreement, as necessary and appropriate, to a Member, subcommittee, executive director or other contractor, including the task of developing proposed bylaws, plans, strategies, policies, budgets, and other materials to be proposed and considered for adoption by the Board in accordance with this Agreement;

(vii) keep minutes of its meetings in accordance with the Open Meetings Act, including posting on the organization website after they are approved by the board;

(viii) assure that none of the revenues of the Regional Coalition inure to the benefit of any individual or entity, except as compensation for services rendered or payment for goods, property or legal rights, or reimbursement of expenses.

(ix) to the extent applicable to the Board’s activities, comply with all laws applicable to political subdivisions of the state of New Mexico.

5. Fiscal Agent.

A. As soon as practicable after approval of this Agreement by the New Mexico Department of Finance and Administration (“DFA”), the Board shall enter into an agreement (“Fiscal Agent Agreement”) with a Member of the Coalition to serve as the Coalition’s fiscal agent. The Fiscal Agent Agreement shall describe the duties of the fiscal agent, consistent with this Agreement.

B. The Board shall adopt by resolution policies and procedures prepared by the fiscal agent to assure the Coalition complies with all laws applicable to political subdivisions of the state of New Mexico governing the receipt, expenditure, investment, budgeting, depositing, and accounting of public money (“Fiscal Policies”). The Board may incorporate into its Fiscal Policies the policies and procedures of any Member that is also a political subdivision of the state of New Mexico.

C. The fiscal agent shall follow generally accepted accounting principles (GAAP) and shall maintain strict segregation of Coalition funds from other funds managed by the fiscal agent, and shall strictly account for and segregate federal funds from non-federal funds.
D. The fiscal agent shall provide for strict accountability of all receipts and disbursements of Coalition funds in accordance with NMSA 1978, Section 11-1-4 of the Joint Powers Agreements Act. The fiscal agent shall authorize, review, and approve all expenditures of Coalition funds to assure such expenditures are consistent with the Coalition’s annual budget, the Fiscal Policies, and applicable federal and New Mexico state law.

E. As soon as practicable after a Fiscal Agent Agreement terminates for any reason, the Board shall execute a new Fiscal Services Agreement with another Member of the Coalition. The Board shall not authorize the expenditure of any Coalition funds, and no Member shall be obligated to contribute funds to the Coalition, unless and until a Fiscal Agent Agreement is in full force and effect.

6. Effective Date; Term; Member Withdrawal; Termination.

A. The effective date of this Agreement shall be the date it is approved by the DFA, which shall not occur until all Members have duly approved and executed this Agreement.

B. The term of this Agreement shall be perpetual, subject to subsection D below.

C. Any Member may withdraw from this Agreement by providing written notice of withdrawal to the Board Chair and, thereafter, shall no longer be a party to this Agreement. Such withdrawal shall not terminate this Agreement as to the remaining Members. The withdrawing Member shall not be entitled to refund of any funds it contributed to the Coalition prior to withdrawal.

D. This Agreement may be terminated by a written agreement to terminate executed by all Parties or by vote of the Board by two-thirds or more of the Directors.

7. Disposition of Coalition Funds Upon Termination. Any surplus funds of the Regional Coalition remaining at the time this Agreement is terminated shall be returned to the Parties in proportion to their respective contributions. Any funds provided by federal agencies shall be disposed of or returned in accordance with the federal grant requirements and applicable law.

8. Amendment; Addition and Withdrawal of Members.

A. Subject to Paragraph B below, this Agreement shall not be altered, changed, or amended except by a written instrument executed by the Parties and approved by the DFA.

B. A Tribal government, New Mexico County, or New Mexico City may become a Member of the Coalition and a Party to this Agreement upon request and approval by the Board, and any Member may withdraw from this Agreement pursuant to 6(C). The parties’ intent is that a Tribal government shall not waive its sovereign immunity as a result of entering into this Agreement. This Agreement shall automatically be amended to incorporate such addition or
withdrawal of a Member without further approval by DFA. In the case of an additional Member, the amendment date shall be the date of the Board action approving the addition; in the case of withdrawal, the amendment date shall be the date of the Member’s notice of withdrawal.

9. **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.

10. **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.

11. **Counterparts.** This Agreement may be executed in counterpart originals.

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

13. **Replacement of Prior Joint Powers Agreement.** This Agreement replaces and supersedes the prior Joint Powers Agreement executed among the Parties, approved by the Department of Finance and Administration on October 13, 2011, including all amendments thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective as of the date of approval by the New Mexico Department of Finance and Administration.
The purpose of this Joint Powers Agreement is to renew the City of Santa Fe’s participation in the Regional Coalition of LANL Communities. Below are responses to questions raised during the July 1st, 2020 Quality of Life Committee Meeting.

Expand on why the item is being brought through committees and council.

The City of Santa Fe is a signatory of the original Joint Powers Agreement (JPA), signed in 2011. Per state statute, and in accordance with the original JPA and the RCLC bylaws, all changes to the JPA have to be approved by the membership governing bodies and then signed off by DFA.

What has changed from the last version of the JPA to the new? Is there a strike through we can provide?

The original JPA was found to be loose in defining the responsibilities, powers and authorities of the board and the organization. Furthermore, it set in the founding documentary that Los Alamos County would always serve as the fiscal agent. The audits and studies conducted in 2018 revealed that the broad and undefined nature of the original JPA left the board and its member communities in an unclear position as to responsibilities and what it could and should do. It also brought into questions the nature of the "fiscal agent" role of Los Alamos County. Los Alamos County responded by redefining the role to restrict their responsibilities. It was also decided that the RCLC board should have the authority to select their own fiscal agent.

The amended JPA was adopted by the RCLC board and sent to our membership governing bodies only after a year long review and editing process that included participation from almost all our members, members of the public and legal counsel from multiple member communities.

Since the original JPA have there been membership roster changes?

Per the JPA, the board may add new memberships if a community formally requests to join, is approved by a vote of the board, and then new member's governing body adopts the JPA and submits a signature page to DFA. A member may also leave the body through a similar process.

What Financial Obligation does this JPA commit the City to?

$10,000 per year. Dues are set based on the number of residents who are directly employees at LANL. These funds are
How does our involvement work with City resolutions (non-proliferation of weapons, reducing plutonium PIP production, environmental justice accountability)?

The RCLC attempts to work on a consensus basis, meaning any actions or resolutions adopted are agreed to by all participating members. This is why the RCLC has historically focused on pursuing accelerated cleanup of waste at the LANL site and steered away from issues around mission funding or support. The board has also been able to use their unified voice to cajole DOE into sharing previously unreleased information around actual identified cleanup needs and projected costs with the public. The organization could use its united voice to pursue release of information around the fiscal and economic impact of the laboratory on the region.

Identify and overview the Fiscal Sponsor and the org structure

Under the current JPA the fiscal agent MUST be Los Alamos County. Per adopted policy, all financial transactions and contracts must be reviewed by the board treasurer and the ED prior to submission to the board. The board must vote on any and all financial transactions in an open meeting, and then each transaction is submitted to an independent accountant for review. Prior to cutting a check, the accountant will then review meeting minutes and receive confirmation from the treasurer that a payment has been authorized. Checks are then submitted to the fiscal agent for signature and then distributed by the ED. The amended JPA would allow the board to select a fiscal agent.

Please let me know if you have any additional questions or need any clarification. I may be reached via email (kamason@santafenm.gov) or at extension 6704.
b) Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Española, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:
Quality of Life Committee: 7/1/20
Finance Committee: 3/1/21
Governing Body: 3/10/21

FINANCE COMMITTEE ACTION:

Recommended action via motion: that this item migrate back to QoL and then to Governing Body—All FC Councilors voted in favor of recommended action-no vote taken on on approval of item itself.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
Direction to staff: additional information and presentation requested

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01/13/21
ISSUE:

Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (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, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:
Finance Committee (scheduled): July 20
Governing Body (scheduled): July 29

QUALITY OF LIFE COMMITTEE ACTION: Moved forward with no recommendations
(Removed from consent by Councilor Villarreal)

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee (scheduled): July 20
Governing Body (scheduled): July 29

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Regional Coalition of LANL Communities
What is the Regional Coalition of LANL Communities?

• Founded in 2011, the Regional Coalition works in partnership to create one voice to ensure national decisions incorporate local needs and concerns. The organization’s focus is community and economic development, site employment, environmental remediation, and adequate funding for LANL remediation.

• The RCLC is working with the Department of Energy (DOE) to provide them with the information they need to complete this process and looks forward to continuing to represent our local communities to the Washington D.C. leadership who control the Laboratory.

• There are benefits and challenges to hosting a DOE facility. If the Laboratory is going to be a part of our community, it is vital that our local leaders are a part of the conversation. For too long our communities have been impacted by decisions by others with no participation at the local level. We need a voice. We need a seat at the table. The RCLC is our voice. To date, the RCLC is the only organization in northern New Mexico that speaks for cleanup and improving the Laboratory’s economic impact on our communities. Our membership consists of democratically elected officials whose residents depend on the success of LANL.

• The City of Santa Fe joined the RCLC during the Coss Administration
What does the RCLC work on?

- Regional Community and Economic Development
- Environmental Remediation
Regional Community and Economic Development

- Promote new and diverse scientific endeavors at LANL, focusing on employment and educational opportunities within the Coalition Members' jurisdiction;
- Support business incubation and business development efforts within the region;
- Engage with Regional educational institutions to support workforce training and development
  - Meet with LANL Human Resources Office of Diversity and Strategic Staffing to understand the recruitment system;
- Provide educational awareness of LANL’s contribution toward, and impact on, the region.
Environmental Stewardship

• As RCLC members, we ensure DOE is aware that our communities are their primary customers. These entities have the responsibility to safeguard the health and safety of our regional communities, and to monitor the outcomes of Legacy Waste Cleanup.

• Work directly with NMED and EM-LA to ensure campaign-based priorities included highest risk cleanup work, and prioritize those items mandated within Consent Order Agreement.

• Engage with the EM-LA site management and build relationships with EM-LA leadership to convey proposed regional priorities.
  - Ensure timely delivery of Lifecycle Baseline Cost Estimate to communities

• Engage national stakeholders through ongoing participation with Energy Communities Alliance to ensure best practices and engage directly with DOE officials on community priorities.
RCLC Accomplishments

• Engaged with LANL contract bidders on their community commitment plan proposal
• Ensured positive impact in areas of economic development, education and community giving
• Successfully advocated for legislation so new LANL contractors would pay state, local, and regional GRT, even as a nonprofit LLC.
• RCLC formally opposed efforts by DOE to narrow access to environmental and safety data at DOE sites, including LANL
• Represented Northern NM in Energy Communities Alliance, a national organization of communities adjacent to DOE sites
• Successfully advocated for retention of federal funding level for LANL cleanup. Up to $100M in cleanup funds (>40%) were historically threatened.
How does the City of Santa Fe benefit from participating in the RCLC?

• Works with other RCLC members to created a unified voice of advocacy
• Provides City greater access to DOE leaders and ability to communicate needs and desires regarding LANL operations, such as:
  o More emphasis on local procurement and support for local small business environment
  o Add voice about the importance of environmental remediation to all other voices in region
  o Support for more funding for research in climate change, renewable energy, biomedical areas such as COVID/AIDS/cancer treatments, etc.
How does the City of Santa Fe benefit from participating in the RCLC? Cont.

- Platform to represent interests of the thousands of LANL employees who live in the City
- More effective advocacy for transparency and accountability in LANL cleanup activities
- Contribute leadership and participation in regional issues related to all areas of common regional interest and impact including environmental remediation, workforce development, educational initiatives, etc.
Questions?