

FIRST AMENDMENT TO
JOINT POWERS AGREEMENT
FOR THE CREATION OF THE NORTH CENTRAL NEW MEXICO ECONOMIC
DEVELOPMENT DISTRICT BY AND AMONG THE INCORPORATED COUNTY OF LOS
ALAMOS, SANTA FE COUNTY, RIO ARRIBA COUNTY, COLFAX COUNTY, TAOS
COUNTY, SANDOVAL COUNTY, MORA COUNTY, SAN MIGUEL COUNTY and the
CITY OF SANTA FE.

This First Amendment ("Amendment") to the Joint Powers Agreement ("JPA") is entered into and by and among the Incorporated County of Los Alamos, Santa Fe County, Rio Arriba County, Colfax County, Taos County, Sandoval County, Mora County, San Miguel County and the City of Santa Fe, (each a "Local Party" and collectively the "Parties," and shall be effective upon the approval of two-thirds of the Parties and by the New Mexico Department of Finance and Administration ("DFA").

WHEREAS the original JPA was adopted by the Parties May 31, 1967, and created the North Central New Mexico Economic Development District (District"); and

WHEREAS the original JPA provided for limitations on the District prohibiting the District from owning real property, land or buildings nor from contracting to own any real property, land or buildings; and

WHEREAS the Parties now believe it to be in the best interest of the Parties for the District to have the authorization to purchase or lease real property, land or buildings, and

WHEREAS the acquisition of real property, land and/or buildings by the District will result in cost savings over the continued practice of renting office space on the open market.

NOW THEREFORE, the Parties agree as follows:

1. Article V, Section C of the JPA shall be amended by inserting a new subsection 7, to read as follows:
 7. Authority to lease real property, including equipment, land or buildings, and to contract for such leasing, consistent with the purpose and goals of the District.
2. Article V, Section C of the JPA shall be amended by inserting a new subsection 8, to read as follows:
 8. Authority to own real property, including equipment, land or buildings, and to contract for such ownership, consistent with the purpose and goals of the District.
3. Article X of the JPA of the JPA shall be amended by striking the text therein in its entirety and renumbering the remaining articles.
4. Except as expressly set forth in this Amendment, the JPA shall remain in full force and effect in accordance with its terms.

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of _____

NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

Wayne Propst, Cabinet Secretary

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of _____

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

Ernesto J. Salazar, President of the Board of Directors

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of _____

INCORPORATED COUNTY OF LOS ALAMOS

Randall Ryti, County Council Chair

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of _____

SANTA FE COUNTY

Anna T. Hamilton, County Commission Chair

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of _____

RIO ARRIBA COUNTY

James Martinez, County Commission Chair

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of _____

COLFAX COUNTY

Roy P. Fernandez, County Commission Chair

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of _____

TAOS COUNTY

Darlene Vigil, County Commission Chair

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of _____

SANDOVAL COUNTY

Michael Meek, County Commission Chair

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of _____

MORA COUNTY

Veronica Serna, County Commission Chair

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of _____

SAN MIGUEL COUNTY

Harold Garcia, County Commission Chair

SIGNATURE PAGE

First Amendment to Joint Powers Agreement for the Creation of the North Central New Mexico
Economic Development District

Dated as of Apr 19, 2023


CITY OF SANTA FE



Alan Webber, Mayor

Attest:



Kristine Bustos Mihelcic, City Clerk 
GB MTG 04/12/2023

City Attorney's Office:



[Marcos Martinez \(Mar 7, 2023 16:32 MST\)](#)

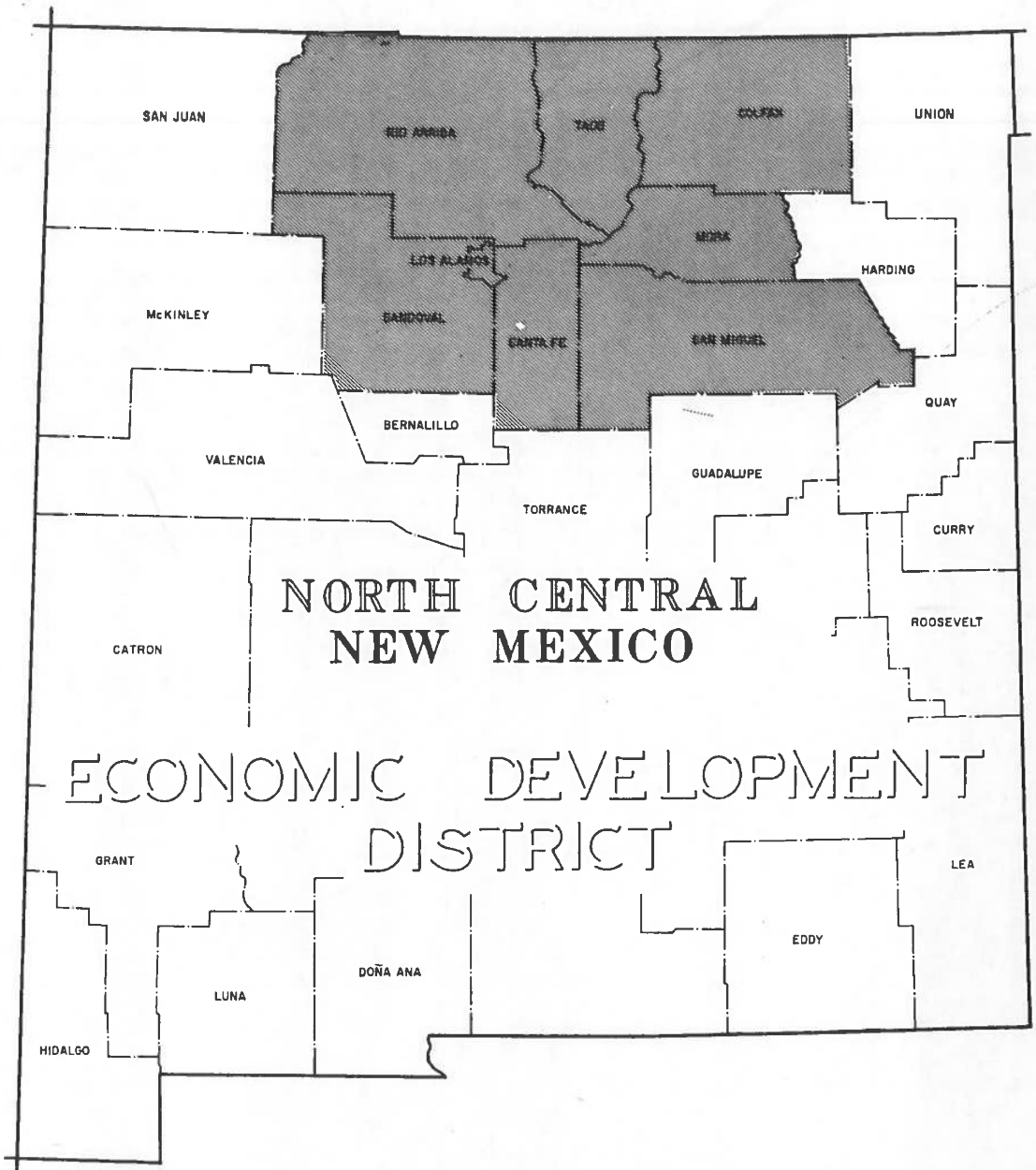
Senior Assistant City Attorney

Approved for Finances:



[Emily K. Oster \(Apr 18, 2023 14:15 MDT\)](#)

Emily Oster, Finance Director



A Joint Powers Agreement

TERMS AND CONDITIONS

NORTH CENTRAL NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT

TERMS AND CONDITIONS

I. NAME AND ADDRESS:

A. The name of the District shall be:

North Central New Mexico Economic Development District,
hereinafter referred to as the Economic Development
District, or District Organization, or District,
or EDD.

B. The District shall have as a temporary address:

c/o District Development Officer, State Planning
Office, Executive-Legislative Building,
Santa Fe, New Mexico.

II. AUTHORITY

A. Authority as provided by the Joint Powers Agreement
Act, Sections 4-22-1 to 4-22-7, New Mexico Statutes
Annotated, 1953 Compilation, and New Mexico Statutes
as related to any and all of its activities.

B. Agreement signed by participating parties and approved
by the Board of Finance.

1. Resolutions signed by participating
counties and municipalities.

C. Project Agreement and contract between the Office of
Technical Assistance, Economic Development Administra-
tion, U. S. Department of Commerce and the New Mexico
State Planning Office, Project No. 08-5-09062.

D. Public Works & Economic Development Act of 1965 -
Public Law 89-136.

III. DURATION:

A. The period of its duration shall be perpetual or until
dissolved by the Board of Directors with approval of
the Board of Finance.

IV. PURPOSE, FUNCTIONS AND RESPONSIBILITIES

- A. The North Central New Mexico Economic Development District is being created for the following purposes:
1. To implement and carry out the provisions and spirit of the Public Works and Economic Development Act of 1965, Public Law 8-136, and all subsequently enacted Federal and State legislation related to these purposes;
 2. To stimulate economic growth and orderly development through multi-county planning and investment, pooling of total resources, and vigorous local leadership involvement;
 3. To take a broad view of the area and the community development process, and establish a framework for lasting short-range and long-range economic expansion;
 4. To prepare, adopt and extend a District "Overall Economic Development Program" (OEDP) as required for District formal designation;
 5. To formulate, develop and administer the District Overall Economic Development Program and coordinate this activity among the member counties and municipalities;
 6. To implement specific programs and projects as are considered essential and worthy to the welfare of the members of the District;
 7. To carry out such research, planning and advisory functions as are necessary and helpful to the foregoing.
- B. As part of its purpose, functions and responsibilities in the preparation of the District OEDP the District Organization shall:
1. Take into consideration local planning efforts, the overall State Resources Development Plan being prepared by the State Planning Office, and give due regard to such other planning and development undertaken by other New Mexico Districts for the overall State welfare;

2. Make every effort to coordinate its programs with the Four Corners Regional Economic Development Commission;
 3. Prepare programs for self-help, public and private investment, and projects designed to improve the economic conditions of the unemployed, and underemployed;
 4. Develop and encourage specific projects for implementation within the district through use of all resources available to it, including all Federal, State, or private programs.
- C. The District Organization, as an important part of its purpose, will review, endorse, and indicate priority of projects consistent with the District OEDP by:
1. Ordering feasibility, economic impact, and developmental growth patterns.
 2. Recommending and incorporating project activity with local planning, giving assistance and direction where asked or recommended.
 3. Withholding recommendation and endorsement if and when projects do not meet the established criteria, are self-interest oriented or considered unworthy.
- D. In addition to all items above stated, the program will include a statement of objectives sought to be expressed in the District OEDP and the standards and principles of its operation in seeking goals and objectives.
- E. The District Organization will prepare, provide, and make available data needed to carry forward a viable District program and will:
1. Prepare periodic reports for the Economic Development Administration, the State Planning Office, all participating local governments.
 2. Prepare publications and utilize methods of communication including publicity to attract development and to expand its purpose and objectives.
- F. The District will prepare an Annual Budget and keep records of all transactions. All records shall be audited annually by proper authority.
- G. This District shall not supercede or replace any of the existing political jurisdictions now in existence.

V. POWERS & AUTHORITY

- A. The Economic Development District will have any and all power and authority granted and available to it under the "Joint Powers Agreement Act", and any common power enjoyed by the parties to this agreement now or in the future which they may wish to extend and which shall be consistent with the purpose and objectives, except that the district will exercise only those specific powers outlined in this agreement including exceptions and limitations.
- B. Powers and authority beyond this specific agreement sought by the District Organization must be agreed upon by a majority vote of the legal body granting the original authority and approved by the parties to this agreement.
- C. Specific Powers and Authority - The District will have all powers and authority sufficient to implement and carry out its purpose, functions and responsibilities as stated in this agreement which will include:
 - 1. Authority to prepare, adopt, and from time to time, revise, amend, extend or add to the District OEDP.
 - 2. Authority and responsibility to advise and assist its members within the District on how to best implement and make effective the plan for the overall best interests of each member of the District.
 - 3. Authority to plan specific projects and programs consistent with its purpose, and to establish priorities of these projects by:
 - a. Coordinating its projects and programs with projects and programs of other organizations and recommend priorities as they relate to the OEDP.
 - b. Reviewing all projects affecting the District and applying functional responsibility as outlined under Article IV-C of this agreement.
 - 4. Authority to receive gifts, contributions, and donations from any source including public funds which may be made to and are consistent with the purpose and goals of the District.

5. Authority to negotiate and enter into contract agreements with persons or firms or other units and levels of government to carry out the purposes of this Organization.
6. Authority to hire a staff who shall be directly responsible to the Executive Committee. The Staff shall serve at the pleasure of the Executive Committee and perform such functions as directed by the Executive Committee.

VI. MEMBERSHIP AND ORGANIZATION

A. BOARD OF DIRECTORS

The governing body of the North Central New Mexico Economic Development District shall be the Board of Directors and have thirty-five members and shall be constituted as follows;

1. Each County Commission will select one member of the Commission to be the official representative member of the Board. Either or both of the other County Commissioners may act as alternate delegates in the absence of the County Commission representative.
2. One elected official of the largest city within each county (by population) will be represented on the Board of Directors. This member and his alternate may be selected by the governing body of the municipality and serve at its pleasure.
3. A third member and an alternate to the Board of Directors will be elected by the OEDP Committee in each county. In the absence of an OEDP Committee, the County Commissioners may select this representative and his alternate.
4. In each County, the delegates already selected under 1, 2, and 3 above shall select a fourth lay member and lay alternate.
5. Three members and alternates elected or named at large shall represent the Indian population. One from the Southern Middle Rio Grande Pueblos, one from the Northern Rio Grande Pueblos, and one from the Jicarilla Apache Tribe.

Board of Directors Recap

- | | | |
|-----|-----------|--|
| (A) | 8 | County Commissioners - 1 per county |
| | 8 | Elected City Officials or their delegates, |
| | | one from the largest city of each county. |
| | <u>16</u> | |
| (B) | 8 | OEDP Committee members - 1 per county |
| | 8 | Lay persons at large - broad representatives |
| | <u>3</u> | Indian representatives |
| | <u>19</u> | |
| | 35 | Total Board Membership |

B. EXECUTIVE COMMITTEE

There shall be a nine member Executive Committee comprised as follows: Each county delegation to the Board of Directors shall choose one of their number to the nine member Executive Committee which will include one representative of the Indian Tribes.

1. The State Planning Officer or his representative may serve in an ex-officio capacity on both the Board of Directors and the Executive Committee.
2. The Northern Rio Grande Resource Conservation & Development (RC&D) Steering Committee may also designate one of its members to serve in the Executive Committee in an ex-officio non-voting capacity.

C. ADVISORY PANELS, SUB-COMMITTEES AND TASK FORCES

Advisory Panels, Sub-Committees and Task Forces may be created by the Executive Committee. The above "group units" will allow for broad representative membership and participation of essential resource people and groups working in specific fields of endeavor within the District.

Statement of Membership Policy:

Total participation and representation of the economic, political, civic and social interests through membership representatives of local governments, industry and labor, business and finance, agricultural interests, the professions, district minority groups, and the unemployed and underemployed will be a basic policy of the District Organization.

VII. DUTIES, OFFICERS, AND LENGTH OF TERMS

A. BOARD OF DIRECTORS: The Board of Directors shall be the policy making body and shall direct the activity of the District through the Executive Committee.

1. Terms in Office: The terms in office of the membership of the Board of Directors shall be as follows:

County Commissioners - as the legal authority of the participating county he shall remain as member for as long as he remains in the elected office as county commissioner and is suitable to the commission that appointed him.

Municipality Elected Official Delegate - to serve at the pleasure of the governing body of the municipality.

Indian Representative - to serve at the pleasure of the body authorizing original appointment.

OEDP & Lay Members - shall serve for two year terms except that these terms shall be staggered. Initially one half will serve for one year or until the first annual meeting when election of officers takes place. This determination will be made by lot.

2. Removal: Any elected or appointed official or member of the District Organization may be removed by the Board of Directors, by a two thirds vote of the quorum present.
3. Vacancy: Any vacancy in any office may be filled by the Executive Committee with the approval of the Board of Directors for the unexpired portion of the term as provided herein.
4. Vote required for action: Any action of the Board of Directors may be taken by a simple majority vote of the Board with a quorum present, except as otherwise provided herein.

B. EXECUTIVE COMMITTEE: The Executive Committee shall have the responsibility to carry out the administrative functions and policies of the Board of Directors. In addition to those already mentioned or which may be assigned by the Board of Directors, the Executive Committee shall have the following responsibilities:

1. To prepare and submit to the Board of Directors an annual budget for its action and approval.
2. To hire an Executive Director and staff subject to approval of the Board of Directors.
3. To create and appoint Advisory Panels, Sub-Committees, and/or Task Forces.
4. To contract for services with persons, firms or other units and levels of government.
5. To recommend to the Board of Directors on the acceptance or rejection by the district of any gifts, contributions and donations offered to the District.
6. To take such other actions, make recommendations and formulate and carry out the PURPOSE and FUNCTIONS for which the District is being created.

C. OFFICERS OF THE EXECUTIVE COMMITTEE: The Executive Committee of the Board of Directors shall choose from its membership a President, Vice-President, Secretary, and Treasurer. These officers shall be elected at the first annual meeting and will serve a one-year term with no limitation for successions.

1. President: The President shall be the principal executive officer of the District Organization and shall in general supervise and control all of the business and affairs of the District. He shall preside at all meetings of the Board of Directors. He may sign, with the Secretary or any other proper officer authorized by the Board of Directors, any contracts or instrument which the Board of Directors have authorized to be executed, and in general he shall perform all duties incident to the office of the President.
2. Vice-President: In the absence of the President or in event of his inability to act, the Vice-President shall have all the power of and be subject to the restrictions upon the President. The Vice-President shall perform such other duties as may be assigned to him.
3. Treasurer: The Treasurer shall have charge and custody of and be responsible for funds of the District Agency; receive and give receipts for monies due and payable to District; and deposit all monies in such bank, or other depositories as shall be selected in accordance with the terms and conditions of this agreement; and in general perform all the duties incident to the office of Treasurer.
4. Secretary: The Secretary shall keep minutes of the meetings of the Board of Directors and the Executive Committee in one or more books provided for that purpose; see that all notices are duly given; be custodian of the records of the seal (if there is a seal); keep a register of the address of each member; arrange for meeting places, and in general perform all duties incident to the office of Secretary.

VIII. MEETINGS

- A. Meetings of the Board of Directors shall:
 - 1. Take place at least quarterly, or
 - 2. On call of a majority of the members of the Executive Committee
- B. Meetings of the Executive Committee shall:
 - 1. Take place at least once a month, or
 - 2. On call of the Chairman of the Executive Committee.
- C. All meetings shall require at least three days written notice mailed to the members with inclusion of the proposed agenda.
- D. Quorum & Minutes: A quorum shall be present at any meeting with the presence of a simple majority. Minutes of the meetings shall be prepared and mailed to the Board of Directors, to participating local governments, and others as required or determined by the District Organization.

IX. BUDGET, FINANCING, FUNDS AND CONTRACTS

- A. Budget: The Board of Directors shall adopt an annual budget. The annual budget shall be prepared on a fiscal year corresponding to the State and Federal fiscal year and shall be submitted by March 31 of each calendar year. The budget report will be submitted to the Economic Development Administration, the Governor of the State of New Mexico, the State Planning Office, the Local Government Division of the Department of Finance, and any others to whom it is deemed pertinent or necessary by the Board of Directors.
- B. Financing: Financing of the District Organization shall be as follows:
 - 1. Each county and the City of Santa Fe will initially contribute one thousand dollars (\$1,000) as part of the matching funds required for a preliminary grant for purposes of funding the District activities for one year and for the hiring of a staff to prepare the District OED?

2. Subsequent financing will be determined by the District Organization and shall be part of the annual budget report.
 3. Timely payment of assessment as established by the Executive Committee constitutes membership in the District Organization.
- C. Funds: All funds of the District Organization shall be deposited in the following manner:
1. Membership fees, gifts, donations, and contributions shall be deposited in such banks or depositories as may be designated by the Board of Directors.
 2. Federal and State funds to the District shall be received by the State Planning Officer, deposited in a suspense fund of the State Treasury and disbursements made in the manner now used in the administration of Project Funds by the State Planning Office until such time as the Board of Directors shall determine otherwise.
 3. All checks, drafts, or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the District shall be signed by such officers and in such manner as shall be determined by resolution of the Board of Directors.
- D. Contracts: The Board of Directors may authorize any officer or officers, agent or agents of the District Organization to enter into any contract or execute and deliver any instrument on behalf of the District, and such authority may be general or confined to specific instances.

X. PROPERTY OWNERSHIP

The District Organization shall not own real property, land or buildings nor contract for such ownership, except that equipment necessary for its proper operation may be contracted for, purchased or leased. This will include, but not be limited to, desks, typewriters, adding machines, calculators, dictaphone equipment.

Office space may be contracted and leased on an annual basis and will be located in a suitable area for the convenience of all and should offer access to needed research material by reason of its location. All consideration will be given to cost and adequacy. Payment may be made monthly, quarterly or annually as best suits the budget requirements.

XI. INTEREST OF OFFICIALS

No member official of the District Organization, either on the Board of Directors, the Executive Committee, or hired staff, shall acquire any interest, direct or indirect, in any project, or any property included or planned to be included in any development program or project or in any contract or proposed contract in connection with Economic Development District projects. Interests acquired prior to Economic Development District involvement shall be immediately disclosed in writing to the governing body. Any violation of this provision shall constitute misconduct in office, and the Board of Directors together with the Executive Committee will decide what action should be taken and New Mexico Statutes related to Conflict of Interest shall apply.

XII. POLITICAL ACTIVITY

The Economic Development District as an organization shall not involve itself in any matters of a political nature, nor endorse pro or con any candidate seeking office.

The District Organization may and should consider items of needed legislation that would help advance the cause of its purpose and goals in seeking economic improvement and general well being consistent with its purpose and submit them for consideration to the State Legislative body.

XIII. WITHDRAWAL OF MEMBERSHIP

Any member County or Municipality may terminate its membership after giving not less than ninety day's notice in writing of its intention to withdraw. The notice shall be served upon the President in writing.

Withdrawal does not abrogate or impair any contract or commitment previously made for the fiscal year by such member.

XIV. AMMENDMENTS & CHANGES

The Economic Development District, by two thirds vote of the Directors, shall have the authority to amend, add to, or change the Terms and Conditions of this Agreement at any time it sees fit and may call a special meeting for this purpose or consider action at the next regularly scheduled meeting.

XV. DISSOLUTION OF ECONOMIC DEVELOPMENT DISTRICT

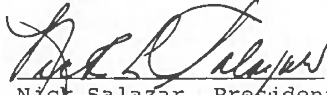
A proper and equitable distribution of funds will be prepared by the Board of Directors and Executive Committee in the event of dissolution. The need to honor all commitments will be a part of this action and any indebtedness will carry beyond dissolution, it being shared and paid by an equitable formula prepared at that time.

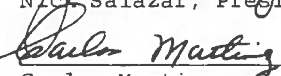
XVI. RULES FOR PARLIAMENTARY PROCEDURE

Robert's Rules of Order shall govern on all matters of parliamentary procedure.

The Terms and Conditions of the Joint Powers Agreement of the NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT was reviewed, accepted, and adopted this date:

May 20, 1967


Nick Salazar, President


Carlos Martinez, Secretary-Treasurer

A Joint Powers Agreement
for the Organization of an
Economic Development District

A Joint Powers Agreement made this 31st day of May, 1967, between the following counties: Colfax, Mora, Taos, Rio Arriba, Sandoval, San Miguel, Los Alamos, and the City of Santa Fe, acting under New Mexico Statutes and more particularly the authority of the Joint Powers Agreement Act of Section 4-22-1 to 4-22-7, New Mexico Statutes Annotated, 1953 Compilation.

The parties to this Agreement being so joined herein state the terms and conditions, purpose, powers and authority, function, methods and manner of exercising the aforesaid, and outline the organizational structure and activity as part of this agreement; it being mutually agreed and approved by the undersigned this date: May 31, 1967 at 10:50 A.M.

WITNESSED AND APPROVED:

Harold G. Thompson
Harold G. Thompson
Secretary
Board of Finance

Arthur L. Ortiz
Arthur L. Ortiz
State Planning Officer

David P. Cargo
The Honorable David P. Cargo
Governor, State of New Mexico

PARTIES TO THIS AGREEMENT:

Jose C. Torres
Colfax County Commission
Jose C. Torres, Chairman

Luis C. Martinez
Taos County Commission
Luis C. Martinez, Chairman

Abe Gallegos
Rio Arriba County Commission
Abe Gallegos, Chairman

Jose L. Sanchez
Sandoval County Commission
Jose L. Sanchez, Chairman

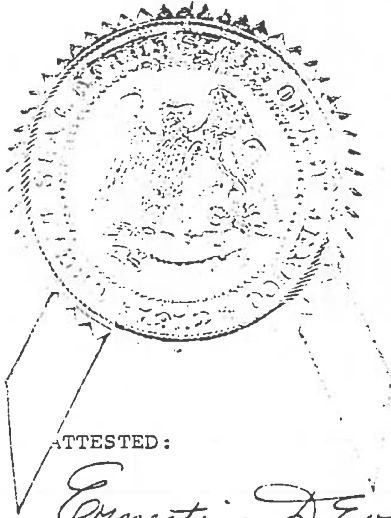
Moises Solano
San Miguel County Commission
Moises Solano, Chairman

Ramon G. Romero
Mora County Commission
Ramon G. Romero, Chairman

James E. Loucks
Los Alamos County Commission
James E. Loucks, Chairman

George A. Gonzales
Santa Fe County Commission
George A. Gonzales, Chairman

Pat Hollis
City of Santa Fe
Pat Hollis, Mayor



ATTESTED:

Ere nestine D. Evans
Ere nestine D. Evans
Secretary of State



City of Santa Fe, New Mexico

Memorandum



DATE: March 3, 2023

TO: Mayor Webber and Governing Body
Finance Committee
Quality of Life Committee
Economic Development and Advisory Committee

VIA: Rich Brown, Director, Community Development Department *RB*

FROM: Johanna Nelson, Director, Office of Economic Development *JN*

ITEM AND ISSUE:

The City of Santa Fe (City) is a member party of the North Central New Mexico Economic Development District (NCNMEDD). NCNMEDD was created by a Joint Powers Agreement (JPA) and its board desires to purchase real estate. Currently NCNMEDD's JPA does not allow it to purchase or own property. NCNMEDD requests an amendment to the JPA to allow the purchase of property for its business operations. The NCNMEDD requests the City's approval of the amendment to allow the organization to purchase real estate.

BACKGROUND AND SUMMARY:

The NCNMEDD is the regional Council of Governments for local governments in Santa Fe, Rio Arriba, Taos, Colfax, Mora, San Miguel, Los Alamos, and Sandoval counties. Established in 1967, NCNMEDD assists local governments with community and economic development projects and initiatives. The organization serves as the conduit for U.S. Economic Development Administration funding and manages the Northern Pueblos and North East Regional Transportation Planning Organizations (RTPOs). NCNMEDD also oversees the Non-Metro Area Agency on Aging (AAA), which administers senior services for the entire state of New Mexico outside of Bernalillo County.

The NCNMEDD currently leases office space in the Santa Fe Business Incubator. The organization recently has identified funding sources and a building in Santa Fe for its business operations and headquarters. However, the JPA, written in 1967, prohibits the organization to purchase real estate.

The City is one of nine signatories. The other jurisdictions have all reviewed the amendment and signed in approval.

The amendment to the JPA only allows NCNMEDD the option to purchase property. A subsequent property purchase by NCNMEDD will need to come before NCNMEDD's Board of Directors for approval.

ACTION REQUESTED:

The Office of Economic Development respectfully requests your review and approval of the amendment to NCNMEDD's JPA of Article V, Section C to allow the organization to purchase real estate in Santa Fe for its business operations and headquarters.

ATTACHMENTS:

- NCNMEDD JPA
- 14a NCNMEDD JPA Amendment
- Memo from NCNMEDD Executive Director



DATE: November 2, 2022
TO: NCNMEDD County Members and the City of Santa Fe
FROM: Monica Abeita, Executive Director
SUBJECT: Amendments to the North Central New Mexico Economic Development District (NCNMEDD) Joint Powers Agreement

At our NCNMEDD Board Meeting on October 28, 2022, we discussed the potential of amending the NCNMEDD Joint Powers Agreement (JPA) to remove the prohibition on, and add authorization for, NCNMEDD to own real property. This change is proposed in light of NCNMEDD looking for new office space, and currently being barred from purchasing property.

Please note the following for presentation to your governing bodies:

- NCNMEDD is proposing to amend its Joint Powers Agreement (JPA) to provide NCNMEDD the option of owning real property.
- NCNMEDD has provided an amendment to the JPA for consideration by your governing body.
- NCNMEDD is requesting that your governing body consider the JPA amendment during the month of November 2022. If approved, we request that the Chair of your governing body sign the amendment and return it to Monica Abeita, Executive Director at monicaa@ncnmedd.com.
- The proposed amendment is limited to the purchase of real property only. No other changes are requested at this time.
- A property purchase by NCNMEDD will need to come before the Board of Directors for approval. The amendment to the JPA only allows NCNMEDD the option to purchase property.
- I am happy to attend and present at the meeting of your governing body where the JPA amendment is considered.

Please note that NCNMEDD's current JPA was approved in 1967 and contains many sections that are out of date and/or need revision. NCNMEDD proposes to discuss further amendments to the JPA beginning in January 2023. These changes will require more time and effort to develop. We propose to approve the amendment regarding property ownership now, separate from the more extensive changes, so as to not delay property purchase opportunities that may arise in the next few months.

Sincerely,

Monica Abeita, Executive Director
505-356-9588 monicaa@ncnmedd.com