



**JOINT POWERS AGREEMENT (JPA) TEMPLATE/SAMPLE
Renewable Taos, Inc. Version of January 2017**

JOINT POWERS AGREEMENT

ESTABLISHING THE REGIONAL COALITION OF RENEWABLE ENERGY AND ENERGY EFFICIENCY COMMUNITIES IN NORTH CENTRAL NEW MEXICO BY AND AMONG TAOS COUNTY, THE TOWN OF TAOS, THE TOWN OF RED RIVER, THE VILLAGE OF QUESTA, THE VILLAGE OF EAGLE NEST, THE VILLAGE OF ANGEL FIRE, AND THE VILLAGE OF TAOS SKI VALLEY

THIS JOINT POWERS AGREEMENT (the “agreement”) is entered into by and among Taos County, New Mexico, the Town of Taos, New Mexico, the Town of Red River, New Mexico, the Village of Questa, New Mexico, the Village of Eagle Nest, New Mexico, the Village of Angel Fire, New Mexico, and the Village of Taos Ski Valley, 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, the Parties share a common interest in a transition to renewable energy, and each of the Parties has signed a Joint Resolution on the Development of Renewable Energy in Taos County and North Central New Mexico (“Joint Resolution”); and

WHEREAS, the Joint Resolution calls for:

- Formation of a regional committee to plan the transition to local renewable energy; and
- Working with New Mexico and Federal officials, utilities and rate payers to remove obstacles to local generation of renewable energy; and
- Development of local and regional energy transition plans; and
- Development of a regional marketing plan based on our commitment to local generation of renewable energy; and

WHEREAS, more than 90 percent of energy for the electricity, heating, transportation and other energy demands of the Parties is generated from non-renewable sources; and

WHEREAS, the Parties share a mutual interest in local and regional water supplies that will be enhanced by greater reliance on renewable energy; and

WHEREAS, payments by the Parties for non-renewable energy services are both increasing and unpredictable; and

WHEREAS, low-income and fixed-income citizens within the jurisdictions of the Parties are the most adversely affected by increasing and unpredictable prices for non-renewable energy services; and

WHEREAS, renewable energy services are cost-competitive and predictable compared with non-renewable energy services; and

WHEREAS, North Central New Mexico boasts abundant, undeveloped renewable energy resources; and

WHEREAS, renewable energy resources development in North Central New Mexico promises enhanced economic development for the region; and

WHEREAS, Taos County is the largest consumer of energy and a critical economic driver in the Kit Carson Electric Cooperative, Inc. service area ("KCEC Service Area") of North Central New Mexico; and

WHEREAS, Renewable Taos, Inc. is a non-profit entity based in Taos, New Mexico and is currently engaged in renewable energy transition planning for North Central New Mexico and participates in the Enchanted Circle Utilities Council; and

WHEREAS, Taos Municipal Schools, Intergovernmental Council of the Enchanted Circle, and Kit Carson Electric Cooperative, Inc. are signatories to the Joint Resolution; and

WHEREAS, additional communities, businesses, and non-governmental organizations may in the future sign the Joint Resolution and thereby take on a role as Advisors to the Regional Coalition; and

WHEREAS, as described in Section 2 of this Agreement, the Parties share common powers with respect to promoting economic development, educational activities and environmental protection for the benefit of their citizens; and

WHEREAS, the Parties are authorized by the Joint Powers Agreement 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 herein, and subject to the requirements of, this Agreement.

NOW THEREFORE the Parties hereby agree as follows:

1. Creation of a Regional Coalition of Renewable Energy and Energy Efficiency Communities in North Central New Mexico; Method by which Common Powers will be exercised. The Parties hereby create a Regional Coalition of Renewable Energy and Energy Efficiency 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. Advisors to the Regional Coalition. Those entities that are not municipalities or counties, and that are signatories on the Joint Resolution, will be considered Advisors to the Regional Coalition on matters specified under Section 3 of this Agreement.
3. 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:
 - A. Promotion of renewable energy development, including:
 - i. Promotion of new business models for transitioning to renewable energy services and a renewable energy economy;
 - ii. Advocacy of long-term stable funding for renewable energy development;
 - iii. Promotion of renewable energy storage technology and other energy systems upgrades necessary to ensure a full transition to renewable energy;
 - iv. Promotion of “behind-the-meter” or “customer-sited” renewable energy systems wherein renewable energy generating systems produce power intended for on-site use in a residence, office building, or other commercial facility;
 - v. Promotion of “community solar” or other similar renewable energy services wherein individuals and businesses that are not property owners and/or whose properties are unsuitable for siting renewable energy systems, as well as any other customers qualified to purchase “community solar” energy in the KCEC

service area, are able to purchase or lease “community” renewable energy services;

- vi. Support of business incubation and business development based on renewable energy services;
- vii. Support of local workforce training and development in renewable energy systems; and
- viii. Acting as a Steering Committee for renewable energy business model planning and implementation by Renewable Taos, Inc., and its partners in North Central New Mexico. The Steering Committee will ensure transparency, buy-in, education and direction, and ensure governments, businesses, non-governmental organizations and citizens are represented throughout a transition to a renewable energy economy for the region; and
- ix. Support for including renewable energy infrastructure as a major component of long-term capital improvement plans in cooperation with the Enchanted Circle Utilities Council.

B. Promotion and coordination of energy efficiency and water-use efficiency building practices and energy efficiency and water-use efficiency retrofits throughout the jurisdictions of the Parties, including:

- i. Adoption of energy efficiency and water-use efficiency building codes and other energy efficiency and water-use efficiency practices that are consistent throughout the region; and
- ii. Training for municipal and county government staff as appropriate in Planning, Building and other municipal and county departments in the promotion, exercise, monitoring, and enforcement of energy efficiency and water-use efficiency practices.

4. 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) and (B) of Section 3 of this agreement.

5. 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 5.
- 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 director in the absence of the Director. An Alternate Director shall have the qualifications described in Subsection A of this Section 5, except that the Alternate Director may be either an elected official or an employee of the Party represented by the Part appointing the Alternate Director.

6. 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 the common powers described in Section 3 of this Agreement without further authorization or ratification by the governing body of each Party.
- B. Taos County shall act as the final 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 to 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 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 the 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.

TAOS COUNTY, NEW MEXICO

By: _____
 , Chairman,
 Board of County Commissioners

Date: _____

TOWN OF TAOS, NEW MEXICO

By: _____
 , Mayor

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
 , Cabinet Secretary

Date: _____

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DRAFT of January 10, 2017 by William M. Brown
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