

**Middle Rio Grande Housing Collaborative**

**October 24, 2024**

**3:00pm**

**Mid Region Council of Governments (MRCOG) Board Room**

**809 Copper Ave NW, Albuquerque NM 87102**

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Comment

5. Presentation:

- City and County Presentation of Current Affordable Housing Projects – Marcos Gonzales, Joseph Montoya and Amanda Colburn

6. Discussion of:

- Update on the Executive Director position - Talia Freedman
- Subcommittee discussion – Talia Freedman
- Communications and website update - Talia Freedman, Eric Griego and Alish Dogra
- Administrative updates – Monica Roybal-Gaitan and Abigail Stiles
- Draft ByLaws - Marah deMuele and Talia Freedman
- Legislative communications

7. Announcement of Next Collaborative Meeting

8. Adjournment

**NOTICE TO PEOPLE WITH DISABILITIES:** If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter or any form of auxiliary aid or service to attend or participate in the hearing(s) or meeting(s), please contact the Commission Administrator at (505) 468-7083 or TDD (505) 468- 7088 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Commission Administrator at either of the above numbers if a summary or other type of accessible format is needed.

**OTHER WAYS TO VIEW LIVE MEETING:**

[Join Meeting Here](#)

Meeting ID: 863 3178 6328

Passcode: 917907

# BYLAWS OF THE MIDDLE RIO GRANDE HOUSING COLLABORATIVE

Under and pursuant to the Joint Powers Agreement (the “JPA”) establishing the Middle Rio Grande Housing Collaborative (the Housing Collaborative) as a joint powers entity under the New Mexico Joint Powers Act, NMSA 1978, § 11-1-1 et seq., the following shall constitute the Bylaws of the Middle Rio Grande Housing Collaborative Commission (the “Commission”) established in Section 4 of the JPA.<sup>1</sup>

## ARTICLE I: MEETINGS OF THE COMMISSION

Section 1: **Regular Meetings**. Regular Meetings of the Commission shall be held at such places within Bernalillo County as shall be specified by the Commission, one of which shall be designated as the Annual Meeting. Such Regular Meetings shall be held not less frequently than one each fiscal quarter and shall be general meetings and open for the transaction of any business within the powers of the Commission without special notice of such business, except in any case where special notice is required by law, or by these Bylaws.

Section 2: **Special and Emergency Meetings**. Special Meetings and Emergency Meetings of the Commission may be called by the Chair of the Commission in compliance with the requirements of the Open Meetings Act, NMSA 1978, § 10-15-1 *et seq.*

Section 3: **Place of Meetings**. All meetings of the Commission shall be held at such places within Bernalillo County as shall be specified in the respective notices of such meetings or waivers thereof.

Section 4: **Notice of Meetings**. Notice of every Regular Meeting of the Commission shall be served personally or by mail on each Commissioner not less than ten (10) days before the meeting and shall be published in accordance with the Annual Open Meeting Notice Policy adopted by the Commission as specified in Section 5 of this Article. Notice of every Special Meeting shall be served personally or by mail on each Commissioner not less than three (3) days before the meeting and shall be published in accordance with the Annual Open Meeting Notice Policy adopted by the Commission as specified in Section 5 of this Article. Additionally, notice is deemed given if made by electronic communication.

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<sup>1</sup> Defined terms not otherwise defined in these Bylaws shall have the meanings ascribed to such terms in the JPA.

Section 5: **Open Meetings Act Compliance.** The Commission, on an annual basis, shall adopt a Policy on compliance with the reasonable notice provisions of the Open Meetings Act, NMSA 1978, § 10-15-1 et seq.

Section 6: **Vacancy.** Any vacancies occurring among the Commissioners shall be filled by the same body that appointed the Commissioner whose position became vacant. A vacancy shall occur upon the death or incapacity of a Commissioner, or his or her resignation or removal as hereinafter provided. A vacancy shall be filled for the remainder of the unexpired term of the Commissioner whose death, incapacity, resignation, or removal gave rise to the vacancy.

A Commissioner may be removed by the body which appointed that Commissioner only after compliance with the provisions, including notice and hearing requirements, set out in Section 4(F) of the JPA.

Section 7: **Compensation and Expense Reimbursement.** The Commissioners shall not receive compensation for their services as Commissioners.

Section 8: **Indemnification.**

(a) Any person made a party to any action, suit or proceeding by reason of the fact that he/she, is or was a Commissioner, officer or employee of the Housing Collaborative shall be indemnified by the Housing Collaborative against the reasonable expenses, including attorney's fees, actually and reasonably incurred by him/her in connection with the defense of such action, suit or proceeding, civil or criminal, in which he/she is made a party by reason of being or having been a Commissioner or officer. The indemnification may include any amounts paid to satisfy a judgment or to compromise or settle a claim, or incurred in connection with any appeal of any such action, suit or proceeding. A Commissioner, officer or employee shall not be indemnified in relation to matters as to which it shall be adjudged in such action, suit or proceeding on the basis that he/she has breached or failed to perform the duties of his/her office and the breach or failure to perform constitutes willful misconduct or recklessness. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which any such Commissioner, officer, or employee may be entitled as a matter of law.

(b) Expenses incurred in defending any action or proceeding for which indemnification is required pursuant to this Section 8 following authorization thereof by the Commission shall be paid by the Housing Collaborative in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified as authorized in this Section 8.

(c) The Housing Collaborative may purchase and maintain insurance on behalf of any person who is or was a Commissioner, officer, employee or agent of the Housing Collaborative, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such.

## **ARTICLE II: OFFICERS**

Section 1: **Officers**. The Commission at any meeting may by majority vote elect such Officers and such agents and employees as it may deem advisable. The Commission may delegate to any Officer or Committee the power to appoint such subordinate Officers or agents and to determine their terms of office.

Section 2: **Removal of Officers**. Any Officer may be removed at any time with or without cause and without notice, by a vote of the majority of the Commission.

Section 3: **Secretary**. The Commission shall elect a Secretary who shall report to the Chair of the Commission and act as Secretary of, and keep the Minutes of all meetings of the Commission; and whenever required by the Chair, shall perform like duties for any Committee, provided that in the absence of the Secretary, the Chair or a majority of the Commission members present at any meeting thereof may designate any person to act as Secretary for such meeting. The Secretary shall see that all notices are duly given in accordance with these Bylaws and as required by law. He/She shall have charge of the books, records and papers of the Housing Collaborative relating to its organization as a joint powers entity under the Joint Powers Act, NMSA 1978, § 11-1-1 et seq., and shall see that all reports, statements and other documents required by law are properly kept or filed.

## **ARTICLE III: COMMITTEES**

Section 1: **Minutes of Committees**. Each Committee shall keep regular minutes of its meetings and report the same to the Commission when required. All Committees formed as provided in this Article III, are advisory to the Commission and their recommendations shall be reported to the Commission at its next meeting succeeding such action.

Section 2: **Limitations of Powers of Committees**. None of the Committees of the Commission created as provided in this Article III shall have the power or authority to (a) amend, alter or repeal these Bylaws, (b) elect, appoint or remove any

member of any Committee or any Commissioner or Officer of the Housing Collaborative, (c) amend the JPA, restate the JPA, adopt a plan of merger, or adopt a plan of consolidation with another joint powers entity, (d) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of Housing Collaborative, (e) authorize the voluntary dissolution of the Housing Collaborative or revoke proceedings thereof, (f) adopt a plan for the distribution of the assets of the Housing Collaborative, (g) amend, alter or repeal any resolution of the Commission which by its terms provides that it shall not be amended, altered or repealed by a Committee, or (h) as otherwise provided by law, these Bylaws or by resolution of the Commission. The presence of a majority of the members then in office of any such Committee formed by the Commission as provided in this Article III shall be necessary and sufficient to constitute a quorum, and the act of a majority of the members of any such Committee present at a meeting at which there is a quorum shall be the act of such Committee.

#### **ARTICLE IV: EXECUTIVE DIRECTOR**

**[Duties and responsibilities of the Executive Director.]**

- **Personnel administration is the responsibility of the Executive Director.**
- **Annual fiscal report, including an accounting of all receipts and disbursements to the City and the County.**
- **Whether there is an annual performance evaluation performed by the Commission about the Executive Director's performance.**

#### **ARTICLE V: AUDIT**

An annual audit of unlimited scope of all of the operations of the Housing Collaborative shall be conducted by a Certified Public Accountant, and a copy of that audit report and any support documents requested shall be made available to the Commissioners of the Housing Collaborative.

#### **ARTICLE VI: MISCELLANEOUS PROVISIONS**

Section 1: **Offices.** The Commission may establish, from time to time, one or more offices of the Housing Collaborative at any place or places within Bernalillo County, and may maintain such office or offices for such period or periods of time as it may deem expedient.

Section 2: **Fiscal Year-End.** The Fiscal Year of the Housing Collaborative shall end on June 30 in each year.

Section 3: **Commercial Paper.** All checks, drafts and other orders for the payment of money out of the funds of the Housing Collaborative shall be executed on behalf of the Housing Collaborative by such Officer or Officers, employee or employees, or fiscal agent as the Commission may, by Resolution, from time to time determine.

Section 4: **Deposits.** All funds of the Housing Collaborative not otherwise employed shall be deposited from time to time to the credit of the Housing Collaborative in such banks, trust company or other depositories as the Commission may from time to time select or as may be selected by any Officer, employee or fiscal agent of the Housing Collaborative to whom such power may from time to time be delegated by the Commission; and for the purpose of such deposit, any Officer or any employee to whom such power may be delegated by the Commission, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Housing Collaborative.

**ARTICLE VII:**  
**AMENDMENT OF BYLAWS**

The Bylaws may be amended by the Commission at any Regular or Special Meeting. Commissioners shall be entitled to at least ten (10) days' notice in writing by mail, email, or in person of the meeting time and place at which the amendment is to be voted upon. The written notice must include a copy of the proposed amendment.

We certify that the original Bylaws of the Housing Collaborative were adopted by the Commission on [     ]

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Chair of the Commission

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Secretary