

MEMORANDUM OF AGREEMENT
AMONG
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO,
THE UNIVERSITY OF NEW MEXICO FOUNDATION, INC.
AND
UNIVERSITY OF NEW MEXICO LOBO CLUB, INC.

This Memorandum of Agreement (MOA) is made this 7th day of May, 2015, among the Regents of the University of New Mexico, a public corporation of the State of New Mexico (the University), the University of New Mexico Foundation, Inc., a New Mexico nonprofit corporation, (the Foundation), and the University of New Mexico Lobo Club, Inc., a New Mexico nonprofit corporation (the Lobo Club).

This agreement supersedes all previous memorandums of agreement between these parties.

RECITALS

WHEREAS, University formally recognizes the Foundation as a separate corporate entity established for the sole purpose of soliciting, receiving, managing, and distributing private gifts and donations given for the benefit of the University of New Mexico.

WHEREAS, the University formally recognizes the Lobo Club as a separate corporate entity established for the sole purpose of soliciting, managing, and distributing private gifts and donations given for the benefit of University of New Mexico athletic programs, and, as the primary organization for developing and coordinating fundraising activities for University athletic programs;

WHEREAS, the University further recognizes that the Lobo Club provides the following services: 1) creates and encourages an opportunity for private individuals and organizations to invest in the support of University athletic programs and services with the assurance that the benefits of these gifts and donations supplement state appropriations to the University; 2) assures donors that their contributions will be distributed and utilized to enhance the University's athletic programs; and 3) provides a medium for alumni and community leaders to participate in and contribute to the strengthening of University athletic programs through their participation in the solicitation and distribution of private gifts and donations; and,

WHEREAS, both the Lobo Club and the Foundation are affiliated entities of the University and carry out specific fundraising activities on behalf of the University;

WHEREAS, the University, the Foundation, and the Lobo Club understand and acknowledge that all gifts and donations received by the Lobo Club are given for the benefit of University athletic programs and, therefore, shall be managed, distributed, and utilized in accordance with policies and procedures established by the University, the Foundation, and the Lobo Club to assure accountability to the donor and to the public that supports the University; and,

WHEREAS, the University, the Foundation, and the Lobo Club, desire to ensure that their respective responsibilities are effectively coordinated to ensure non-duplicative and effective fundraising activities.

NOW, THEREFORE, it is agreed as follows:

LOBO CLUB AGREEMENTS

1.0 LOBO CLUB'S ORGANIZATION AND GENERAL FUNCTION:

- 1.1 The Lobo Club will not engage in any activities that could jeopardize its status as a tax-exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended and will operate at all times according to its Bylaws.
- 1.2 The Lobo Club grants a license to use the name the "Lobo Club" to the University and the Foundation. Such name will revert to the Lobo Club for its sole use upon termination of this agreement.
- 1.3 The Lobo Club agrees to provide solicitation, consultation, and other related services consistent with the University's plans, programs and policies in efforts to maximize private gifts and donations from various sources for the benefit of University athletics programs. To that end, the Lobo Club shall plan, direct, coordinate, and conduct activities for raising funds from private sources to provide financial support to the University for the following purposes: (a) student athlete scholarships; (b) upgrading University Athletics facilities; and (c) current and long term budgetary requirements of the athletics department. The Lobo Club will conduct fundraising programs, special events and any other programs initiated by the Vice President of Athletics/Director of Athletics and Lobo Club Board of Directors and approved by both all parties to support such purposes.
- 1.4 The parties acknowledge that the Foundation, in coordination with the University, takes primary responsibility for raising funds to support the general needs of the University, and that such fundraising efforts may benefit the Lobo Club and are consistent with this Agreement.
- 1.5 The Lobo Club acknowledges that the UNM Foundation operates coordinated fundraising activities among the University's many colleges, schools, and programs and the Lobo Club agrees that it will participate in such coordinated activities for the University. The Lobo Club further agrees that it will not consciously seek donations from potential donors whom the University has prioritized for other needs of the University, except with the approval of the Foundation President and Vice President of Athletics/Director of Athletics.
- 1.6 The Lobo Club agrees not to solicit or accept gifts, grants, conveyances, devices, bequests, or otherwise from any source for a use specified by the donor which is inconsistent with goals and policies of the Department of Athletics and the University or with the rules and regulations of the NCAA and any conference with which the University may affiliate, as amended from time to time. The Lobo Club further recognizes that the Department of Athletics may authorize complementary fund-

raising efforts in cooperation with the Foundation for which the Lobo Club is not responsible.

- 1.7 The Lobo Club will maintain policies and procedures for the review and acceptance of gifts and donations. The acceptance of any gift or donation that requires a matching obligation of the University or creates a future obligation of University resources must first be approved by the University.

2.0 MANAGEMENT OF GIFTS AND DONATIONS:

- 2.1 The parties agree that all funds contributed for University athletics programs, whether through the Lobo Club, the Foundation, or the University are to be used for the benefit of athletics programs and to be administered in accordance with the University's Administrative Policies and Procedures Manual.
- 2.2 When allowed by donor intent, the Lobo Club may manage funds contributed to it, using any of such funds as necessary, to generate additional contributions to University athletics programs. The Lobo Club agrees to deposit all funds received that are not retained for operating expenses in agency accounts established by the University for the Lobo Club. The Lobo Club is responsible for the oversight of the funds deposited in the accounts. Such funds will be invested by the University and all interest income earned on such accounts will be allocated to the Lobo Club.
- 2.3 The Lobo Club's receipt, transfer and/or sale of proposed gifts of real or personal property shall conform with the University Gift Policy, including the review with the Foundation's gift acceptance committee of any proposed transfer of an in-kind revenue generating gift to the UNM Foundation.
- 2.4 The Lobo Club shall refer donors who wish to create an endowed gift to benefit the University athletics program to the UNM Foundation so the Foundation can enter into an endowed gift agreement with the prospective donor. The Foundation has been charged by the University with the ownership, management, investments and distribution of all endowments for the benefit of the University as part of the Consolidated Investment Fund, and to administer the CIF in conformance with the joint Foundation Board/Regent's Consolidated Investment Fund Endowment Management Policy (CIF Policy).

3.0 DISTRIBUTION OF FUNDS:

- 3.1 The Lobo Club agrees, in consultation with the University, to establish a schedule for transferring funds received by the Lobo Club from its agency accounts to the University.
- 3.2 The Lobo Club may maintain a separate bank account and disburse funds maintained by the Lobo Club for those operating expenses incurred directly by or on behalf of the Lobo Club. The Lobo Club shall establish policies for the oversight of all disbursements of funds directly by the Lobo Club.

- 3.3 All funds or property transferred to the University by the Lobo Club will be subject to all state laws and regulations governing the disbursement and administration of public funds and public property, except to the extent of any specific conditions of the transfer that are acceptable to the University and do not require actions that are punishable as crimes under state law.

4.0 REPORTS AND ACCOUNTING:

- 4.1 The Lobo Club shall provide the University with the report of an annual audit performed by an independent certified public accounting firm selected by the University. This audit shall be in accordance with generally accepted auditing standards. The working papers associated with the Lobo Club's audit shall be maintained and be available to the University for three (3) years after the audit report date.
- 4.2 The Lobo Club agrees to provide any information regarding the financial operations of the Lobo Club to the University's internal audit staff upon a formal request to the Lobo Club's Executive Committee.
- 4.3 The Lobo Club shall at all times maintain adequate insurance coverage for all property held and managed by the Lobo Club for the University, and maintain appropriate liability insurance for its past and present officers and directors, either through coverage by the State's Risk Management insurance program or by separately acquired coverage.

THE UNIVERSITY AND THE FOUNDATION AGREEMENTS

5.0 THE UNIVERSITY'S PRIORITIES AND LONG RANGE OBJECTIVES:

The University and the Foundation recognize that the Lobo Club needs a clear statement of the University's long-range goals and athletic objectives. The University and the Foundation, therefore, agree to provide such information and to involve the Lobo Club as the University continues to develop planning goals for its intercollegiate athletics program.

6.0 STAFF SUPPORT:

- 6.1 All Lobo Club staff members will be employees of the University or the Foundation. Such employee benefits, and other personnel matters will be in compliance with general University or Foundation personnel management policies. The University and the Foundation shall mutually agree to pay for the appropriate staff support required by the Lobo Club to fulfill its role and responsibilities. The Vice President of Athletics/Director of Athletics and the Lobo Club Board of Directors, in consultation with the Associate Athletics Director for Development/Executive Director of the Lobo Club ("ED"), will determine the staffing needs of the Lobo Club.

6.2 The Vice President of Athletics/Director of Athletics and the Foundation, in consultation and agreement with the Lobo Club, will select and oversee the ED. The Vice President of Athletics/Director of Athletics and the Foundation will agree as to the percentage of the ED's total compensation that will be paid by the Athletics Department and the Foundation. The ED shall be responsible for the recruiting and hiring of staff required to meet the needs and requirements of the Lobo Club enumerated in this agreement. The ED shall consult with the President of the Lobo Club or his or her representative in this regard.

6.3 The ED will be evaluated annually by the Vice President of Athletics/Director of Athletics (or designee) and the Vice President of Development for the Foundation. The Vice President of Athletics/Director of Athletics and the Vice President of Development for the Foundation shall consult with the President of the Lobo Club for his or her evaluation of the ED.

7.0 SPACE:

7.1 The University agrees to provide, at no cost to the Lobo Club, suitable office and meeting space for the use of the Lobo Club.

7.2 The University will pay the cost of utilities, maintenance and repairs, property insurance, and any other physical facility support services for the Lobo Club.

8.0 UNIVERSITY AND FOUNDATION SUPPORT SERVICES:

8.1 The University grants the Lobo Club license to use the name "University of New Mexico" and any other trademarks of the University in connection with its fund-raising activities and social functions.

8.2 The University agrees to provide the Lobo Club with certain services for which no separate charges will be assessed. Such services will include, but not be limited to, business, financial, legal, public relations, and consulting services.

8.3 The University agrees to provide, at no cost to the Lobo Club, the necessary computing support, including acquisition of appropriate hardware and software (with the exception of the donor database software, i.e. "Titan"), required by the Lobo Club to record and maintain the required membership and donor records.

8.4 The University shall cooperate with the Lobo Club in the development of its fundraising programs and campaigns, including providing information, data, plans, speakers, facilities for meetings on the University campus and such other materials and services as may reasonably be necessary for the successful conduct of fundraising programs, social functions and campaigns.

8.5 The Foundation shall cooperate with the Lobo Club in the development of the Lobo Club fundraising programs and campaigns, including providing information, data, plans, and such other materials and services as may reasonably be necessary for the successful conduct of fundraising programs and campaigns.

- 8.6 The furniture, fixtures and equipment currently owned by the Lobo Club shall remain the property of the Lobo Club.

JOINT AGREEMENTS

9.0 OPERATIONAL CONSIDERATIONS:

- 9.1 The "Lobo Club" name will remain the exclusive ownership of the Lobo Club.
- 9.2 The parties agree that, at all times and for all purposes of this Agreement, the Lobo Club and the Foundation, shall act in independent, separate legal capacities, and not as agents of the University. Within the limits and restrictions of the New Mexico Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, each party agrees to be responsible for its own negligent acts or omissions which may occur during the performance of this agreement and which result in claims by individuals or entities not parties to this agreement.
- 9.3 It is mutually understood and agreed any alteration or variation of the terms of the Lobo Club's Articles of Incorporation or the Bylaws of the Lobo Club shall be submitted for approval to the Board of Regents of the University. No amendment to this Agreement will be valid unless made in writing and signed by all parties. No oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof, unless made in writing between all parties, shall be binding on the parties.
- 9.4 All official notices required under this Agreement shall be given as follows:

Notice to University:

Vice President for Business and Finance
MSC05 3350
1 University of New Mexico
Albuquerque, NM 87131-0001

Copy to:

Vice President of Athletics/Director of Athletics
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131-0001

Notice to Lobo Club:

President
University of New Mexico Lobo Club
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131-0001

Notice to the Foundation:

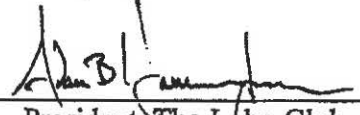
President/CEO
University of New Mexico Foundation
700 Lomas Blvd. NE
Albuquerque, NM 87102

10.0 TERMINATION:

This agreement may be terminated by any party effective upon written notice to the other parties at least sixty (60) days in advance thereof. If for any reason this agreement is terminated or the Lobo Club is dissolved or liquidated, all accounts of the Lobo Club shall be transferred to the University or a successor organization(s) designated by a resolution of the Board of Regents on or before the date of termination. In such event, the University or other successor organization shall honor to the maximum extent possible the instructions of donors to the Lobo Club.

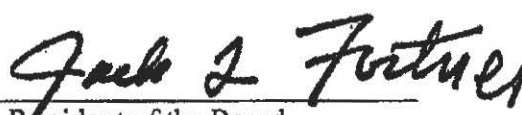
IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed.


The University of New Mexico
Lobo Club, Inc.

By 
President, The Lobo Club

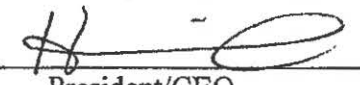
By 
Secretary, The Lobo Club

The Regents of the
University of New Mexico

By 
President of the Board
of Regents

By 
Secretary/Treasurer of the Board
of Regents

The University of New Mexico Foundation, Inc.

By 
President/CEO

**AMENDED BYLAWS OF
THE U.N.M. LOBO CLUB**

**ARTICLE I
NAME AND OFFICES**

1. **Name.** The name of this corporation is the U.N.M. Lobo Club ("the Lobo Club").
2. **Offices.** The principal office of the Lobo Club will be located in Albuquerque, New Mexico. The Board of Directors may approve chapter organizations whose offices may be located in the locality of the approved chapter.

**ARTICLE II
STATEMENT OF PURPOSE**

1. **Value of Program.** The Lobo Club recognizes the value of a comprehensive and successful athletic program to the University of New Mexico (the University), its students, its student-athletes, its alumni, its friends and the citizens of the State of New Mexico. To that end, the Lobo Club will raise funds to provide financial support to the University's athletic program.
2. **Financial Support.** The Lobo Club will provide financial support to the University for the following purposes: (a) student-athlete scholarships; (b) upgrading University athletic facilities; and (c) current and long-term budgetary requirements of the Athletics Department. In all cases, it is the Lobo Club's intention that its financial support will be used in a manner that will permit the University's athletic programs to compete successfully with those of any other NCAA Division I program.
3. **Athletic Excellence.** The Lobo Club will carry out its mission in a spirit of cooperation with the University, its Athletics Department and the University of New Mexico Foundation, Inc. in an effort to achieve the goal of athletic program excellence.
4. **Program Compliance.** The Lobo Club will recognize and comply with all NCAA and conference rules and regulations concerning booster clubs.
5. **Agreements.** The Lobo Club may, at any time, enter into agreements with the University or other entities according to University policy. [See NMSA § 6-5A-1 attached]

ARTICLE III ACTIVITIES

1. **Lobo Club Agreements.** The Lobo Club and its Board of Directors will operate according to its Articles of Incorporation filed September 23, 1968 and Bylaws, as amended and any Memorandums of Agreement to which the Lobo Club is a party. Furthermore, the Lobo Club agrees to operate in such a manner that will retain the Lobo Club's status as a nonprofit, tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, or any successor statute.
2. **Fundraising.** The Lobo Club will provide solicitation, consultation, and other related services to the Athletics Department for the benefit of the UNM athletic program to maximize private gifts and donations from various sources. To that end, the Lobo Club shall plan, direct, coordinate, and conduct activities for raising funds from private sources, including: (i) fund drive programs, (ii) special events, and (iii) any other programs initiated by the Vice President for Athletics/Director of Athletics or Lobo Club Board of Directors.
 - a. The activities of the Lobo Club will be conducted for the benefit of the University's athletic program and will be consistent with the University's plans, programs and policies. The Lobo Club will coordinate goals, programs, and major activities with the Athletics Department and the University of New Mexico Foundation, Inc. The Lobo Club will not solicit or accept gifts, grants, conveyances, devices, bequests, or otherwise from any source for a use specified by the donor inconsistent with goals and policies of the Athletics Department, the University of New Mexico, the University of New Mexico Foundation, Inc. or with the rules and regulations of the NCAA and any conference with which the University may affiliate.
 - b. The Lobo Club will maintain policies and procedures for the review and acceptance of gifts and donations. The acceptance of any gift or donation that requires a matching obligation of the University of New Mexico or the University of New Mexico Foundation, Inc. or creates a future obligation of the University of New Mexico or the University of New Mexico Foundation Inc. resources must first be approved by the University of New Mexico or the University of New Mexico Foundation, Inc.
 - c. The Lobo Club will maintain a record of all gifts and donations received by the Lobo Club, and make such records available to the University of New Mexico Foundation, Inc. for its donor record keeping responsibilities.
 - d. The Lobo Club will not engage in any instructional, research, or public service activity sponsored, or participated in, by a University of New Mexico department, without the prior approval of the President of the University of New Mexico.

3. **Management of Gifts and Donations.** The Lobo Club will manage contributed funds, using funds as necessary in order to generate contributions to University of New Mexico Athletics. All funds contributed for the Athletics Department, whether through the Lobo Club or University of New Mexico Foundation, Inc., are for the benefit of University of New Mexico athletic programs. The Lobo Club will deposit all funds received in operating accounts as determined by the Board of Directors or in agency accounts established by the University of New Mexico for the Lobo Club. The Lobo Club is responsible for the oversight of such accounts. Checks will require one board signature and one staff signature as designated below. Board signatories include the Lobo Club President, President-Elect, and Vice-President of Finance. Staff signatories include the Executive Director and any other individuals approved by the Lobo Club Executive Committee.
 - a. Disposal of gifts received by the Lobo Club in the form of real or personal property, may be accomplished by the Lobo Club after consultation with the University of New Mexico or the University of New Mexico Foundation, Inc. If the gift is income-producing property, the Lobo Club shall transfer the property to the University of New Mexico Foundation, Inc. to be held by the University of New Mexico Foundation, Inc. to accomplish the donor's gift objective; or, if permitted by the terms of the gift or bequest, the Lobo Club may dispose of the property and establish an endowment in the University of New Mexico Foundation, Inc. to be used as specified by the donor.
 - b. The Lobo Club will transfer all gifts to establish endowments for the benefit of UNM Athletics to the University of New Mexico Foundation, Inc. Such gifts will be invested in the Regent's Consolidated Investment Fund in accordance with the Board of Regents Investment Management Policy. Disbursement of income from such gifts and endowments shall be made in accordance with the requests of the donor and monitored by the Lobo Club.
4. **Distribution of Funds.** The Lobo Club will, in consultation with the University, establish a schedule for transferring funds received by the Lobo Club from its agency accounts to the University.
 - a. The Lobo Club will provide the Athletics Department with an annual budget, including anticipated projects, transfer of funds to support the athletic programs, and anticipated reasonable operating expenses.
 - b. The Lobo Club will not disburse funds to any unit of the Athletics Department either in the form of compensation or gratuity to a University or University of New Mexico Foundation, Inc. employee, coach, or athlete, except as defined by the employee's contract. The Lobo Club will not disburse funds for the purchase of goods and services for a University athletic team. All such funds will be transferred to an Athletics Department account and subsequently disbursed in accordance with donor direction as well as University and

Athletics Department policies and procedures and NCAA and conference rules and regulations, as amended from time to time.

- c. The Lobo Club may disburse funds maintained by the Lobo Club for those expenses incurred directly by the Lobo Club. The Lobo Club is expected to follow appropriate procedures in the disbursement of funds and the procurement of services. The Lobo Club Board of Directors shall establish policies for the oversight of all disbursements of funds directly by the Lobo Club.
- d. All funds or property transferred to the Athletics Department by the Lobo Club will be subject to all state laws and regulations governing the disbursement and administration of public funds and public property, except to the extent of any specific conditions of the transfer that are acceptable to the University of New Mexico and do not require actions that are punishable as crimes under state law.

ARTICLE IV MEMBERSHIP

1. **Eligibility.** Any person who contributes or pledges annually at least the minimum contribution amount ("the contribution amount") as determined by the Board of Directors to the Lobo Club may be a member of the Lobo Club. A corporate member will designate one individual as its voting member. Each new member will be known as a "Lobo Club Member." In addition, Honorary Lifetime Board Members, as defined in Article V, §3, are members.
2. **Membership Levels.** The Board of Directors may establish Levels of Membership with each level requiring a minimum contribution amount.
3. **Collection.** The Executive Director is charged with the collection of all contribution amounts. Members must pay contribution amounts by the date set each year by the Executive Committee unless automated payment arrangements, i.e. monthly payments, payroll deductions, regular credit card charges, etc., that will fulfill the pledge by the conclusion of the fiscal year have been pre-arranged.
4. **Unpaid Contribution Amount.** Any member whose account is unpaid for any year will be denied benefits for any subsequent year until all past due accounts are paid in full or otherwise approved by the Executive Director.
5. **Expulsion.** Any member found to have disrupted any function sponsored by the Lobo Club, harassed any Lobo Club officer, Director or employee, found to have violated NCAA rules or conference rules, or subjected the University or the Lobo Club to public ridicule, contempt, or loss of its good reputation, after a reasonable opportunity to appear before the Board of Directors in his or her own behalf, may, at

the discretion of the Board of Directors, be expelled from membership. Such member will be afforded the opportunity to appear, and respond to the charges, at the meeting at which the Board of Directors is addressing whether to expel such member. The member may be represented at such meeting. Upon such action by the Board of Directors, the President shall notify the member in writing of its action and shall not permit such person to become a member thereafter except upon a subsequent decision of the Board of Directors.

6. **Loss of Rights.** Membership ceases at the end of the fiscal year in which a member dies. Any member whose membership in the Lobo Club has ceased or terminated for any reason whatsoever shall forfeit all rights to the use of the Lobo Club's name and to participate in any activity of the Lobo Club to which only members of the Lobo Club or their guests are invited.
7. **Annual Meeting.** The Annual Meeting of the Lobo Club will be held during the months of May or June of each year as determined by the Board of Directors for the purpose of electing Directors and transacting such other business as may properly come before the meeting.
8. **Special Meetings.** Special meetings of the members may be called at any time by the President, or by a majority of the Board of Directors; and shall be called by the President at the written request of 10 percent of the members in good standing as of July 1 of the current fiscal year.
9. **Notice of Meetings.** Written notice of each meeting of the membership, whether annual or special, stating the time, date and place where it is to be held, shall be sent to each member at least ten (10) days prior to such meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called. A special meeting shall be limited to the agenda specified in the notice. Any notice required by this section may be sent by email, regular mail, fax, or by hand delivery.
10. **Quorum and Voting.** At least fifteen members in good standing in attendance shall constitute a quorum at any annual or special membership meeting. Unless otherwise provided by law, the Articles of Incorporation or the Bylaws, actions of the members will be taken by majority vote.
11. **Chapter Organizations.** The Board of Directors, at its discretion, may approve chapter organizations for the Lobo Club, to improve fundraising efforts and encourage participation in the Lobo Club. Each chapter must abide by the Chapter Manual approved by the Board of Directors. The Executive Committee will review chapter organizations annually to verify and validate that these criteria have been met.

ARTICLE V
BOARD OF DIRECTORS

1. **Management & Authority.** The Board of Directors shall be responsible for the control and management of the affairs, activities, property and interests of the Lobo Club. It shall set policy for those purposes through the use of customary resolutions and actions by the Board.
2. **Number.** The Board of Directors shall consist of no more than forty (40) members, not including Chapter Presidents who qualify in (7) below, Past Presidents who qualify in (8) below, and Honorary Lifetime Members who qualify in (9) below.
 - a. The following will be voting members:
 - (1) At least eighteen (18), but not more than twenty-four (24), will be elected for two-year terms by the Lobo Club membership;
 - (2) No more than three (3) members will be appointed by the President of the Lobo Club, each of whom shall serve a one-year term;
 - (3) No more than ten (10) members will be appointed by the Vice President for Athletics/Director of Athletics, who shall serve a one-year, renewable term. The Vice President for Athletics/Director of Athletics shall appoint, or renew, such members based on the member's financial sponsorship of University athletic events;
 - (4) One (1) member of the annual membership drive to be determined by the Board of Directors at the conclusion of the drive corresponding to the year in which he/she will serve, and who will serve for one year from the conclusion of the drive to the conclusion of the following fiscal year;
 - (5) The Vice President of Athletics/Director of Athletics;
 - (6) The President of the UNM Alumni Lettermen's Association;
 - (7) Chapter Presidents, or their appointees from those chapters;
 - (8) Past Presidents of the Lobo Club;
 - (9) Honorary Lifetime Board Members.
 - b. In addition, the Executive Director of the Lobo Club shall serve as a non-voting member of the Board of Directors.
 - c. The Lobo Club will always maintain a membership on its Board of Directors such that no more than 15 percent of the voting members are employees, officers, or Regents of the University or entities controlled by the University.
 - d. All elected Directors and Presidential Appointees must be members of the Lobo Club who agree to contribute a minimum of \$1,000 annually or agree to raise \$5,000 (new money), including special events, annually.

- e. Beginning with the 2014-2015 year, no Board Member may serve for more than six (6) consecutive years. In special circumstances, a Board Member may serve two (2) additional years with approval from the Board.
3. **Honorary Lifetime Board Members.** The membership may elect every fifth (5th) year beginning with the election of the 2014-2015 Board of Directors, upon nomination by the Board of Directors, one (1) Honorary Lifetime Member of the Board of Directors who shall serve until his or her death or resignation. Honorary Lifetime Board Members will be voting Directors and will be deemed to be members of the Lobo Club in good standing whether or not they shall pay dues.
 4. **Attendance at meetings.** The Executive Committee at its discretion, may remove a Board Member who has three or more absences from board meetings during the fiscal year. The Board Member will have the opportunity to come before the Executive Committee to discuss his or her absences.
 5. **Annual Meeting.** The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the membership at the place of such annual meeting of the membership for the purpose of electing officers and transacting such other business as may properly come before the Board of Directors.
 6. **Regular Monthly Meetings.** The Board of Directors shall meet no less than six (6) times during the fiscal year on a regular day to be fixed at its annual meeting or as soon thereafter as possible.
 7. **Special Meetings.** Special Meeting of the Board of Directors may be called at any time by the President, or upon written call of any ten (10) members of the Board of Directors sent to the Secretary and the Executive Director.
 8. **Notice of Meetings.** Notice of the annual or any regular meeting of the Board of Directors will not be required and, if given, need not specify the purpose of the meeting, provided; however, in case the Board of Directors changes the time or place of the annual or any regular meeting, notice of such action shall be given to each Director who was not present at the meeting at which such action was taken. Notice may be sent by email, regular mail, fax, or hand-delivered to each Director, addressed to him or her at his or her residence, last known email address or usual place of business, at least two (2) days before the day on which the meeting is to be held. A notice or waiver of notice need not specify the purpose for the meeting.
 9. **Quorum and Voting:** At all meetings of the Board of Directors, the presence of forty percent (40%) of the voting Board Members, excluding Past Presidents and Honorary Lifetime Board Members, constitutes a quorum for the transaction of business. Unless otherwise provided by law, the Articles of Incorporation or the Bylaws, actions of the Board of Directors shall be taken by majority vote.

10. **Vacancies.** Any vacancy on the Board of Directors, except in the case of an Honorary Lifetime Member, occurring by any reason whatsoever, may be filled upon recommendation of the Executive Committee for the unexpired portion by a majority vote of the remaining Directors at any regular meeting or at a special meeting of the Board of Directors called for that purpose.
11. **Removal.** Any Director may be removed for cause by a vote of the majority of the Board of Directors. The Director to be removed shall be afforded the opportunity to appear at such meeting for the purpose of responding to the charges. The Director may be represented at such meeting.

ARTICLE VI OFFICERS

1. **Number of Officers.** The officers of the Lobo Club are the President, President-Elect, Immediate Past-President, five (5) Vice-Presidents, and Secretary, which shall be selected from the Board of Directors. All officers shall be members of the Board of Directors.
2. **Duties of Officers.** The officers shall perform the following duties and all other duties as assigned by the President or Board of Directors.
 - a. **President.** The President shall preside at all meetings of the membership and of the Board of Directors; shall be an ex-officio member of all committees except the Nominating Committee; generally exercise supervision of the affairs of the Lobo Club, and perform such other duties as are ordinarily exercised by a person holding that office, subject to the direction of the Board of Directors. To be elected President, one must serve a minimum of two years on the Executive Committee, one year of which shall be as Vice President of Finance.
 - b. **President-Elect.** The President-Elect shall assist the President and shall perform the duties of the President in the absence of the President. In the event the President cannot complete his or her term of office for whatever reason, the President-Elect will assume the office of President for the balance of that term and will continue to serve as President for the term for which he or she was elected.
 - c. **Immediate Past-President.** The Immediate Past-President shall perform such duties as are delegated to him/her by the President or the Board of Directors.
 - d. **Vice-Presidents.** The five (5) Vice-Presidents shall each have a portfolio of responsibilities to ensure attainment of the goals of the Lobo Club. In the absence of both the President and President-Elect, one of the Vice-Presidents shall be selected by the Board of Directors to act as President.

- e. **Secretary.** The Secretary shall perform such duties as required by law or delegated to him/her by the President or Board of Directors.
- 3. **Vacancies.** In the event that any office other than that of the President becomes vacant for any reason whatsoever, the Board of Directors shall forthwith appoint a member of the Lobo Club to fill the unexpired term of office in which the vacancy exists. Such election shall not disqualify a person elected for such office from election upon the expiration thereof to a full elective term as an officer.
- 4. **Term.** Officers shall assume their respective offices on the first date of the fiscal year following their election, and their terms of office will expire on the succeeding final day of the fiscal year.

ARTICLE VII EXECUTIVE DIRECTOR

Executive Director. The Executive Director shall be the chief administrative officer of the Lobo Club.

ARTICLE VIII ELECTION PROCEDURE

- 1. **Nominating Committee.** The Nominating Committee shall select at least one (1) nominee for each office and expiring directorship, except for the office of President, which will be automatically filled by the incumbent President-Elect. Such nominations, in writing, shall be in the hands of the President no later than May 1 of each year.
- 2. **Notice of Nominations.** Upon receipt of the report from the Nominating Committee, the Executive Director shall, within fifteen (15) days, deliver by email or regular mail, to each member a notice setting forth the nominations of the Nominating Committee for the expiring directorships, in alphabetical order, and stating the date of the meeting at which the election shall be conducted. This election shall take place at the annual meeting of the Lobo Club, to be conducted during May or June of that fiscal year.
- 3. **Other Nominees.** Other Lobo Club members in good standing may be nominated for a directorship by two percent (2%) or more members in good standing if a written notice of such person's nomination, together with a consent of such person to serve, is received by the Lobo Club not later than fifteen (15) days after the notice of the nominations of the Nominating Committee shall have been delivered by email or regular mail to Lobo Club members. Each notice shall set forth the name and address on file with the Lobo Club of each nominee proposed in such notice.

4. **Election of Directors.** Members of the Board of Directors shall be elected by the members in attendance at the annual meeting of the Lobo Club. If the number of nominees exceed the number of positions available on the Board of Directors, the highest vote getters shall be elected as Directors. Voting shall be by members in attendance only. Members may not vote by proxy.
5. **Eligibility to Vote.** Only members in good standing are eligible to vote.
6. **Election of Officers.** Immediately after the annual meeting of the Lobo Club, the Board of Directors shall convene for the election of officers for the coming year. Separate balloting shall be conducted for each elective office, except where there is only one nominee for an office, in which case the President shall request a unanimous vote for such nominee. In any contested election, a plurality of votes cast shall be required to elect. Voting shall be by Directors in attendance only. Directors may not vote by proxy.
7. **Succession of President.** A President of the Lobo Club who has served a full term as President shall not be eligible to succeed himself or herself, but may be elected as President-Elect after serving one (1) year as Past-President.
8. **Term of Office.** All Directors shall assume their elected offices on the first day of the fiscal year immediately following their election for a two-year term ending the final day of the second fiscal year of their appointment. All officers shall assume their respective offices on the first date of the fiscal year immediately following their election for a one-year term ending on the succeeding final day of the fiscal year.

ARTICLE IX

FISCAL YEAR/BONDS/REPORTS AND ACCOUNTING

1. **Fiscal Year.** The fiscal year of the Lobo Club shall be from July 1 of each year to the succeeding June 30.
2. **Reports and Accounting.** The Lobo Club shall submit to an annual audit conducted by an independent certified public accounting firm performed in accordance with generally accepted auditing standards.
 - a. The Lobo Club shall provide the University with the report of an annual audit performed by an independent certified public accounting firm selected by the University. This audit shall be in accordance with generally accepted auditing standards. The working papers associated with the Lobo Club's audit shall be maintained and be available to the University for three (3) years after the audit report date.

- b. The Lobo Club agrees to provide any information regarding the financial operations of the Lobo Club to the University's internal audit staff upon a formal request to the Lobo Club's Executive Committee.

ARTICLE X INSURANCE

The Lobo Club shall at all times maintain adequate insurance coverage for all property held and managed by the Lobo Club for the University, and maintain appropriate liability insurance for its officers and directors, either through coverage by the State's Risk Management insurance program or by separately acquired coverage.

ARTICLE XI COMMITTEES

1. Executive Committee.

- a. **Membership.** There shall be an Executive Committee consisting of the President, President-Elect, Past-President, five (5) Vice-Presidents, Secretary, and the Vice-President of Athletics and the Executive Director, both of whom shall be ex-officio non-voting members. Regarding the Vice-Presidents, there will be a Vice-President of Finance, who will also serve as Treasurer, and four (4) Vice-Presidents whose duties shall be established by the President and Executive Committee of the Lobo Club.
- b. **Purpose.** The Executive Committee shall meet at the call of the President to review such matters of the Lobo Club as he or she may direct to be brought before it or as specifically directed by the Board of Directors. Any action voted on by the Executive Committee shall be reported to the full Board of Directors at the next regularly scheduled meeting for the Board's ratification.
- c. **Meetings.** Meetings of the Executive Committee shall be held monthly at such time and place as prescribed by the President or a majority of the Executive Committee. Notice by mail, or email, of each meeting of the Executive Committee shall be given not less than forty-eight (48) hours in advance of the meeting by the Executive Director or the President. The required forty-eight (48) hours advance notice may be waived with the consent of the majority of the members of the Executive Committee.
- d. **Minutes.** Minutes of each meeting of the Executive Committee will be maintained by the Secretary and approved by the Executive Committee.
- e. **Quorum.** A majority of the Executive Committee membership shall constitute a quorum for the transaction of all business. The affirmative vote of a majority of those members present shall be required to transact business.

2. Finance Committee.

- a. **Membership.** The Finance Committee shall consist of the Vice-President of Finance, the President-Elect and not less than two (2) nor more than four (4) additional members appointed by the President and the Vice-President of Finance. In addition, the University of New Mexico Treasurer and the University of New Mexico Foundation, Inc. President and Chief Executive Officer shall each be requested to appoint an individual to sit as an ex-officio non-voting member of the Finance Committee.
- b. **Purpose.** The purpose of the Finance Committee will be to develop, review and coordinate all financial documents, and to assure that the financial matters of the Lobo Club are properly recorded and financial statements are accurately and timely prepared. The Finance Committee shall prepare and present an annual budget to the Executive Committee for approval and ratification by the Board.
- c. **Meetings.** Meetings of the Finance Committee shall be held monthly at such time and place as prescribed by the Vice-President of Finance. Notice by email or regular mail of each meeting of the Finance Committee shall be given not less than forty-eight (48) hours in advance of the meeting by the Vice-President of Finance. The required forty-eight (48) hours advance notice may be waived with the consent of the majority of the members of the Finance Committee.
- d. **Minutes.** Minutes of each meeting of the Finance Committee shall be maintained by the Vice-President of Finance, approved by the Finance Committee and shall be presented to the Board of Directors.
- e. **Quorum.** A simple majority of the Finance Committee membership shall constitute a quorum for the transaction of all business. The affirmative vote of a majority of those members present shall be required to transact business.

3. Nominating Committee.

- a. **Membership.** The Nominating Committee shall consist of not less than five (5) nor more than seven (7) members. Not later than March 1 of each year, the President-Elect shall, with the approval of the Board of Directors, appoint a Nominating Committee of not less than five (5) nor more than seven (7) members. The President will not be a member of this committee. The President-Elect shall serve as chairperson. If he or she is unwilling or unable to so serve, the Board shall select the chairperson. The President-Elect shall serve as chairperson.
- b. **Purpose.** The purpose of the Nominating Committee shall be to select a qualified slate of nominees to fill the expired terms for officers and Directors as outlined in Article VIII.

- c. **Meetings.** The Nominating Committee shall meet per the requirements of Article VIII.
 - d. **Quorum.** A simple majority of the Nominating Committee membership shall constitute a quorum for the transaction of all business. The affirmative vote of a majority of those members present shall be required to transact business.
- 4. **Ex-Officio Committees - President.** The President of the Lobo Club will be an ex-officio non-voting member of all committees established, except for the Nominating Committee.
 - 5. **Additional Committees.** The President may from time to time designate such other committees as may be necessary to manage the affairs, activities, property and interests of the Lobo Club. Such committees shall consist of two or more members of the Board of Directors. The President may also appoint to a committee individuals who are not members of the Board of Directors. Those individuals will be non-voting members.

ARTICLE XII INDEMNIFICATION

The Lobo Club shall, to the extent legally permissible, defend and indemnify each person who may serve or who has served at any time as an officer, Director, or employee of the Lobo Club, including the Executive Director, against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of Directors who are not at that time parties to the proceeding.

ARTICLE XIII DISSOLUTION

The Lobo Club may use its earnings and funds only to accomplish the objective and purposes of the Lobo Club, and no part of said monies shall inure or be distributed to the members of the Lobo Club. If for any reason the Memorandum of Agreement between the University, the University of New Mexico Foundation, Inc. and the Lobo Club is terminated, all accounts of the Lobo Club in the University's custody shall be transferred

to the University or a successor organization. Upon dissolution of the Lobo Club, its net assets shall be distributed to the University or a successor organization.

ARTICLE XIV PARLIAMENTARY RULES

All meetings of the Lobo Club, Board of Directors and committees shall be governed by and conducted in accordance with the latest edition of Robert's Rules of Order.

ARTICLE XV AMENDMENT

These Bylaws may be amended by a two thirds (2/3) vote of the members present at any membership meeting, provided however, that notice of the proposed amendment, the place, time and date of such meeting shall have been given to the members at least two (2) weeks prior thereto. Notice may be delivered by email, regular mail or fax. It is mutually understood and agreed any alteration or variation of the terms of the Lobo Club's Articles of Incorporation or the Bylaws of the Lobo Club shall be submitted for approval to the Board of Regents of the University.



Adam Harrington, President
UNM LOBO CLUB

8.12.14

Date



Wanda Easley-Small, Secretary
UNM LOBO CLUB

8/12/14

Date



LOBO CLUB
FINANCIAL POLICY & PROCEDURE

Check & Cash Deposits

Donor Payments Processed-Checks

The Donor Services Coordinator will process all member payments. The batch created will then go to the Financial Coordinator who will enter into Quickbooks. In QB, go to Make Deposits, highlight the US Bank account, go to activities, do a deposit; verify that you have the correct account and date. Under "Received From" use the menu to identify the category to code the monies of a batch or the individual's name for special projects. Indicate check number, type of payment and the amount of the check on special projects or sub-total for that type of membership and put the batch number in the memo column. Run the checks through the Digipost machine to deposit into US Bank acct. Staple Digipost report of deposit and copies of processed checks with the batch. Place processed checks with deposit report in bag in locked cabinet. Verify with online banking that the deposit was posted to our account.

Donor Payments-Cash

When a processed batch has cash you must process as a separate deposit. In QB go to Make Deposits and follow same procedure as above coding the monies to the correct revenue account. Place batch number in the memo column and print out the deposit report. Prepare the deposit slip and place the money with white copy of deposit slip in bank bag in locked drawer. Staple the deposit report, the yellow copy of the deposit, and attach to the batch. Deposits of over \$500 will be taken to the bank the day they are received and processed.

Donor Payments-Credit Cards

Credit card batches are processed like cash/checks, but the deposit is made in QB to the Agency Account. Enter codes to the correct revenue account and list batch number in the memo column.

Processing Special Project/Misc./Non-Gift Revenue

All special project, misc. income, and non-gift monies will be processed by the Financial Coordinator.

Entering Pledges

The Donor Services Coordinator will only enter pledges into Titan with proper documentation – a Lobo Club pledge card, parking form request, and as designated by donor by phone.

Petty Cash

The petty cash fund is \$200. Petty Cash receipts will be given to the Financial Coordinator for payment. If money is needed for an unknown amount the Financial Coordinator will have the recipient sign the voucher for the amount taken and reconcile once the receipt is returned. Petty Cash should be reconciled on a regular basis.

Invoice Processing

As invoices come in, verify the expense account to code and that they are OK to pay. The staff member in charge of the project should initial the invoice or get approval by Executive Director. Enter the invoices into QB coded to the appropriate account. Checks will be prepared for the Finance Committee after info is received.

Meetings held the 4th Monday of each month. The Finance Committee chair will sign the checks as will the Executive Director. A check will be written each month to the UNM Agency account to reduce the US Bank account to a balance under \$100,000.

Payroll Deduction Batches

The Donor Services Coordinator will process the monthly batch of payroll deductions. The deductions should be coded to the appropriate account by journal entry from Banner account 925134 by Financial Coordinator.

Gift in Kind

The Donor Services Coordinator will process all Gift in Kind (Athletic and Lobo Club) in batches. The Financial Coordinator will make a journal entry into QB for Gift in Kind as follows: Lobo Club GIK will be entered by individual amounts to the GIK expense account (DR) and GIK 4114.10(CR) while any Athletic GIK will be entered with total amounts entered as 4114.1 (DR) and 6116.10 (CR). The white sheet of Lobo Club GIK will be detached from the other copies and filed.

Gift in Kind Sign Out & Posting Procedures

1. Sign out Gift in Kind forms to coaches and AD staff.
2. Assign a number to the right hand side of the form.
3. Enter the number to the GIK log binder with date, dept, and name of person signing out the form, vendor usage and usage date.
4. Staff/Coaches need to fill out the entire GIK form, or inform the Lobo Club Administrative Assistant of their need and she will fill out the form. All GIK forms will be signed by the Lobo Club Executive Director and the Sr. Associate Director of Athletics for approval.
 - a. Other authorized personnel are able to sign if one of the other is out of the office i.e. Assoc. AD for Development, Assoc. AD for Marketing, or Assoc. AD for External Affairs.

It is mandatory for all GIK forms to have a receipt, or a copy of a receipt, or signature of business owner or manager.

Logging in returned Gift in Kind forms

1. Collect all GIK forms from the basket located in the Donor Service Coordinator's office.
2. Put forms in # order
3. Go to My Documents- GIK and click on the current year and then enter the return date, amount of service and purpose use of the form
4. Once or twice a month make a calculation of each vendor to keep an accurate account of the amounts for each vendor.
5. Copy and paste main GIK log in to the due tab listed at the bottom of spreadsheet. Then work on due list by sorting the list by department and then name. This will show you the GIK forms are still out, so you can send an email out to remind requestor that those forms are still out. If they are outstanding then a memo must be sent out with Assistant Director's initials sent to the requestor.

Money and Credit Card handling

All monies received by the Lobo Club will be entered into a log by the Administrative Assistant. This includes credit cards. The mail will be processed by the Administrative Assistant each afternoon and all monies taken in will be entered into the log and then distributed to individual envelopes corresponding to the Donor Services Coordinator or the Financial Coordinator. These envelopes will remain in a locked drawer. If the Administrative Assistant takes in an amount of cash over \$500 she will notify Donor Services Coordinator and/or Financial Coordinator so that they can process the cash received and the Financial Coordinator can take deposit to the bank.

Credit card transmittals will be processed on Tuesday's and Friday's. The DSC will run the credit card reports and attach all credit card slips as back up to the report. The DSC will prepare the transmittal sheet with the date and the total of the cards run for that day and then fax the transmittal to the bursar's office. The transmittal will be attached to the backup reports and given to the Financial Coordinator for entry into QB. The Financial Coordinator will be responsible for reconciling the credit cards and ensure that the bursar's office has credited the Agency Account for those transmittals.

Debit Cards

Debit cards have been assigned to the Associate Athletic Director for Development, Executive director, Assistant AD for Development, and the Assistant AD for Major Gifts to use for Lobo Club purchases. Any purchased over \$2500 require the pre-approval from the Finance Committee. All receipts will be given to the Financial Coordinator to post into QB. The Finance Committee will see all debit card purchases on the Check Detail provided at the monthly Finance meeting.

Financial Coordinator Monthly Close-Out

Receive Bank Reconciliation for US Bank acct. and Agency acct. The ending balance to reconcile the Agency account comes from Banner acct. 925168 ending balance ytd. Banner must be closed before reconciliation can occur.

Banner acct. 925134 Lobo Club Operating account consists of expenses from the University (phone, postage, and banner tax) that are billed to the Lobo Club on that index code and need journal entries made into QB as of month end.

Financial Coordinator will transfer all Sports Enhancement funds monthly to individual sports index along with any non-gift revenue processed by the Lobo Club. All suite and club seat revenue processed by the Lobo Club will be transferred monthly to the Pit Renovation Fund.