

JOINT POWERS AGREEMENT

Between

THE CITY OF ALBUQUERQUE

and

THE COUNTY COMMISSIONERS OF BERNALILLO COUNTY

Establishing

THE MIDDLE RIO GRANDE HOUSING COLLABORATIVE

WHEREAS, the City of Albuquerque passed Resolution 2023-017 titled in part “Declaring the City’s Intent to Collaborate with Bernalillo County in the Acquisition, Construction, Rehabilitation, and Provision of Affordable Housing for the Greater Benefit of All Residents of the City of Albuquerque and Bernalillo County”; and

WHEREAS, the County passed Resolution AR 2023-26 titled in part “Declaring the County’s Intent to Collaborate with the City in the Acquisition, Construction, Rehabilitation, and Provision of Affordable Housing for the Greater Benefit of All Residents of the City of Albuquerque and Bernalillo County”; and

WHEREAS, the City and County have determined that a multi-jurisdictional housing authority, as authorized by the Municipal Housing Law under NMSA 1978, § 3-45-1 *et seq.* is in the best interest of both the City and the County to serve the needs of the public by developing affordable housing; and

WHEREAS, the new joint housing authority will be known as the Middle Rio Grande Housing Collaborative (“MRGHC”); and

WHEREAS, this Agreement sets out the general principles concerning the responsibilities for operating the MRGHC.

Purpose

The purpose of this JPA is to finance and develop affordable housing in accordance with New Mexico law. The City and County agree that the focus of this collaborative effort will be the long-range planning for the development and redevelopment of property for the purpose of planning, creating, and preserving safe and sustainable affordable housing, and prioritizing the renovation of affordable housing assets.

To effectuate this purpose, the MRGHC will study and report on initiatives including planning and surveying where affordable housing currently exists and where gaps in service exist; land banking to acquire vacant land for future development; renovation of existing properties to preserve affordable housing; spurring private development of affordable housing through the use of economic development tools and public infrastructure investments; utilizing an “All Quadrants Approach” to ensure no single area is the focus of development; prioritizing new housing in and near the existing main street and public transit corridors; developing sustainable communities coupling market-rate and affordable housing; creative financing, leveraging public and private monies; prioritizing equity-building investments; building relationships with both large-scale and micro developers; conducting outreach and education to all stakeholders; exploring innovative models for development and construction of affordable housing; and coordination between the Parties on respective zoning ordinances, building permitting and inspection and any other best practices to accomplish the mutual goals.

The service area shall be the City of Albuquerque and the County of Bernalillo. The parties agree that their mutual efforts through the MRGHC will leave their respective housing authorities to continue independently leasing dwelling units and conducting all Section 8 voucher-related administration. The powers to be exercised by the MRGHC are delineated below.

Authority

1. *Authority to Form.* This Joint Powers Agreement (“JPA”) is entered into pursuant to the Joint Powers Agreement Act, NMSA 1978, § 11-1-1 *et seq.*
2. *Common Powers.* The common powers exercised under this JPA include the statutory authority of municipalities granted by the Municipal Housing Law, NMSA 1978, Section 3-45-1 *et seq.* These same powers are afforded to the County by NMSA 1978, § 4-37-1, which grants counties the same powers provided municipalities.

The Municipal Housing Law provides a broad grant of authority, permitting local governments to redress the shortage of safe and sanitary housing at affordable rent levels. These expansive powers encompass activities including, but not limited to, financing public housing through bond sales, creating housing authorities, and constructing and leasing public housing facilities.

Middle Rio Grande Housing Collaborative – Creation and Governance

3. *Creation.* The parties hereby establish the Middle Rio Grande Housing Collaborative as the administering agency for this JPA.
4. *Formation of the Middle Rio Grande Housing Collaborative.* The MRGHC will be governed by a board of five (5) commissioners to be formed as follows:
 - A. The Mayor shall, with the advice and consent of the City Council, appoint two (2)

- commissioners;
- B. The Board of the Bernalillo County Commissioners shall appoint two (2) commissioners; and
 - C. The fifth commissioner will be appointed by a vote of the sitting 4 members identified above.
 - D. The commissioners who are first appointed will be designated to serve staggered terms of one to five years from the date of their appointment, consistent with NMSA 1978, § 3-45-5(B)(2). Thereafter, commissioners will be appointed for a term of office of five years, except that all vacancies will be filled for the unexpired term. A commissioner shall hold office until a successor has been appointed and has qualified, unless sooner removed according to the law. A commissioner may serve two or more successive terms of office. A certificate of appointment or reappointment of any commissioner shall be filed with the clerk of the appointing entity, and the certificate shall be conclusive evidence of the due and proper appointment of the commissioner. A commissioner shall receive no compensation for services for the authority in any capacity, but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties.
 - E. In the event that any commissioner resigns prior to the expiration of their term of service, or is otherwise unable to complete their term, the body that first appointed the resigning commissioner shall appoint the successor to complete the unexpired term.
 - F. A commissioner may be removed by the Mayor or the Board of County Commissioners, but only for inefficiency, neglect of duty (including failure to attend Commission meetings as listed below) or misconduct in office and only after the commissioner has been given a copy of the charges at least ten days prior to the hearing. Commissioners may be removed for cause based on noncompliance with housing program regulations.

5. *Attendance and Voting.* Attendance is required for all Commission meetings. A commissioner may be removed for failing to attend at least 75% of the regular meetings in any twelve (12) month period, and such failure shall be considered neglect of duty.

A majority (3 or more) of the seats of the Commission shall constitute a quorum for the transaction of business and shall be required to take any official action. One City-appointed and one County-appointed commissioner must be present to constitute a quorum.

6. *Conduct of Meetings.* Meetings of the Commission shall be conducted in accordance with the State of New Mexico's Open Meetings Act with Robert's Rules of Order used as a guide. The Board may adopt their own rules regarding conduct.

- a. Regular meetings- The Commission shall hold regular meetings pursuant to MRGHC bylaws.
- b. Special and Emergency Meetings- Special and emergency meetings of the Commission may be called by the chairperson.
- c. Notice of Meetings- All meetings of the Commission shall be held in accordance the New Mexico Open Meetings Act.

d. Minutes- A copy of draft minutes shall be prepared within 10 working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Copies of approved minutes shall be filed with the City and County Clerks.

7. *Policies and Procedures.* The MRGHC shall determine and adopt such policies and procedures as it determines necessary, in accordance with the quorum and voting requirements set forth above.

8. *Applicable Laws.* This Agreement shall be governed by the ordinances of the City of Albuquerque, Bernalillo County and the laws of the State of New Mexico.

Middle Rio Grande Housing Collaborative – Operation

9. *Executive Director.* Day-to-day operations, including personnel administration, shall be the responsibility of a Director who shall be hired by the Commission. Upon request, the Director shall provide reports to the City and/or County on all matters relating to the operation of the MRGHC. The Director shall at least annually provide a strict accounting of all receipts and disbursements to both the City and the County.

10. *Facilities.* The physical location of the Collaborative shall be determined in a supplemental Memorandum of Understanding between the parties.

11. *Funding.* In the initial year of operation, an executive planning and development team shall be hired using a portion of the seed money appropriated in the enabling resolutions of the city and county. The parties will each make an initial contribution of \$500,000 for a total contribution of \$1,000,000. After the first year, the Collaborative is intended to be funded through a combination of sources including necessary appropriations.

12. *Strict Accountability of all Receipts and Disbursements.* Each Party shall be strictly accountable for all receipts and disbursements under this Agreement.

13. *Dispute Resolution.* If any dispute arises concerning this Agreement, the Parties agree to attempt to resolve such dispute in an amicable manner at the least possible expense. If such dispute cannot be resolved, the dispute shall be submitted for mediation in compliance with the New Mexico Mediation Procedures Act.

14. *Conflict of Interest and Other Prohibited Actions.* MRGHC members are subject to the Governmental Conduct Act. Neither MRGHC nor any of its contractors or their subcontractors may enter into any contract, subcontract or agreement in connection with a housing project under any contract in which any of the following persons has an interest, direct or indirect, during the persons' tenure or for one year thereafter:

a. any present or former member of the commission or any member's immediate

- family as defined by §3-45-3(S) NMSA 1978; or
- b. Any employee of the MRGCH who formulates policy or who influences decision with respect to a housing project or any immediate family member of such employee; or
- c. Any public official, member of a governing body or state legislator, or any such official's immediate family, who exercises functions or responsibilities with respect to the housing project or the MRGHC.

Modification, Withdrawal, Term, and Termination

15. *Amendments.* The Parties acknowledge and agree that this Agreement shall not be altered, changed, or amended except by an instrument in writing upon approval of the governing bodies of each Party and that any such amendments shall not become effective until signed by both Parties and approved by the Department of Finance and Administration.

16. *Term and Termination.* This Agreement will become effective upon approval by the Department of Finance and Administration. This JPA is of indefinite term, and shall continue in effect until terminated. Any Party may withdraw from this JPA upon 180 (one hundred eighty) days written notice to the other Party.

17. *Distribution of Property and Funds.* Upon termination of this JPA, the property and funds owned by the JPA shall be distributed as follows. First, property or funds contributed by any member shall be returned to that member at that Party's cost. The contributing Party shall not be entitled to compensation for wear and tear, consumption, destruction, deterioration, loss, distribution, or other consequences of use. Second, to the extent the Parties have contributed funds that were unexpended, those funds shall be divided among the Parties in proportion to the Parties' contributions to, or payments on behalf of, the MRGHC (but not including the Party's own costs for participating in the MRGHC). Any remaining property shall be sold and the cash proceeds divided on the same basis, unless the Parties agree on an in-kind distribution in whole or in part.

Liability

18. *Tort Claims Act.* No Party shall be responsible for liability to third Parties incurred as a result of any other Party's acts or omissions in connection with this JPA. Any liability to third Parties incurred in connection with this JPA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 *et seq.*

19. *Third Parties.* Nothing in this JPA, express or implied, is intended to confer any rights, remedies, claims and/ or interests upon a person not a Party to this JPA.

IN WITNESS WHEREOF, the Parties have, and through their duly authorized officers, caused this JPA to be executed.

CITY OF ALBUQUERQUE

Lawrence Rael
Lawrence Rael (Jul 7, 2025 17:11 MDZ)
Lawrence Rael, Chief Administrative Officer

Lauren Keefe
Lauren Keefe (Jun 27, 2023 17:07 MDZ)
Lauren Keefe, City Attorney

BOARD OF COUNTY COMMISSIONERS

Barbara Baca
Barbara Baca, Chair

Adriann Barboa
Adriann Barboa, Vice-Chair

Steven Michael Quezada
Steven Michael Quezada, Member

Walt Benson
Walt Benson, Member

Eric C. Olivas
Eric C. Olivas, Member



APPROVED AS TO FORM:

W. Ken Martinez
W. Ken Martinez, County Attorney

ATTEST:

Linda Stover
Linda Stover, County Clerk

APPROVED:

NEW MEXICO DEPARTMENT OF
FINANCE AND ADMINISTRATION

DocuSigned by:

Wayne Propst

8/22/2023

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Wayne Propst, Secretary