

MEMORANDUM OF UNDERSTANDING  
DIRECTING THE FORMATION AND OPERATION OF  
A HOMELESS COORDINATING COUNCIL

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between and among the City of Albuquerque (City), the County of Bernalillo (County), and the Board of Regents of the University of New Mexico (UNM). The City, County, and UNM are herein individually referred to as the “Partner Organizations,” and the official representatives of each are herein referred to as the “Members.”

WHEREAS, the City, the County, and UNM are all public agencies, and are all authorized by law to enter into this MOU; and

WHEREAS, the purpose of this MOU is to commit to the formation and operation of a Homeless Coordinating Council (“HCC”), and establish principles and guidelines for its work; and

WHEREAS, the Members represent entities that have a role in the implementation of solutions to end homelessness including, but not limited to, the creation and continual improvement of a multi-service Gateway Center to help meet the needs of people experiencing homelessness, as well as the creation and improvement of other tangible gateways to decent and affordable housing and behavioral health services; and

WHEREAS, the Partner Organizations have an interest in the efficient and fair creation and operation of systems to end homelessness; and

WHEREAS, the collaboration of the Partner Organizations can serve to maximize the effectiveness, efficiency, and fairness of homeless solution systems; and

WHEREAS, the Partner Organizations collectively desire to make efforts previously begun by each Partner Organization more cohesive, by linking resources and providing a network of support and services for all those experiencing homelessness.

IT IS THEREFORE AGREED:

1. The Partner Organizations commit to participation in the HCC. The eight (8) Members comprising the HCC are:

City of Albuquerque (three members):

- o Mayor/Chair for the first term; and
- o Two City Councilors whose districts are most directly impacted by any proposed shelters for homeless adults.

Bernalillo County (three members):

- Two County Commissioners, with a preference given to those Commissioners whose districts are most directly impacted by homelessness; and
- County Manager.

University of New Mexico (two members):

- Two members selected by the President.

At the first HCC meeting, the Members shall elect a Vice-Chair. The Chair and Vice-Chair positions shall be elected by the Members each year thereafter.

2. Each Member or position identified in paragraph 1 above may appoint, in writing, a designee to participate in HCC meetings. The designee so identified shall carry the full decision-making authority of the Member for purposes of this MOU, unless the written designation specifies that the designee does not have authority to vote for the absent Member. Four (4) HCC Members, comprised of at least one Member or one designee from each of the above three (3) Partner Organizations, shall constitute a quorum for purpose of conducting HCC business. Meetings of the HCC will conform to the requirements of the New Mexico Open Meetings Act to the extent required by law.
3. Additional representatives of the Partner Organizations may attend HCC meetings. Members of the HCC will request and encourage the attendance of a division, department, or other sub-unit employee when their attendance would facilitate and inform system-wide planning.
4. The HCC may form sub-committees related to areas of functioning or projects undertaken. Agencies or individuals not members of the HCC may be requested to participate in HCC sub-committees. Meetings of the sub-committees shall be subject to the Open Meetings Act.
5. The City of Albuquerque will provide staff support through its Department of Family and Community Services. The County and UNM may be asked to provide staff support for the collaborative efforts identified by the HCC within the limits of their resources, subject to the respective public agency's approval, through appropriate approval processes.
6. The Partner Organizations agree that the mission of the HCC is to combine their respective knowledge and expertise to devise enduring and comprehensive solutions to homelessness as it affects individuals, families and our community, and those at-risk of homelessness.
7. The Partner Organizations agree that within sixty (60) days of the Effective Date of this agreement, the HCC will release within their organizations and to the public an outline for a coordinated community-wide framework of services and housing that advance solutions to the challenge.
8. The HCC's operations will be guided by the following principles: creative problem solving, respectful collaboration, evidence-based decision-making, and effective resource utilization.

9. Members of the HCC will share data and data analysis within the limits of their current administrative restraints, making all reasonable attempts to do so and within the bounds of the law. If necessary to further the mission of the HCC, the Partner Organizations will work towards data sharing agreements and methods of data sharing that will allow system-wide analysis of existing homeless operations and challenges facing individuals experiencing homelessness or people at-risk of experiencing homelessness.
10. Members of the HCC will communicate with their Partner Organizations regarding any decisions that will have a substantial impact on the system or the Partner Organizations and will make an effort, when feasible, to elicit input from the Partner Organizations on such issues as part of their decision-making process.
11. The Partner Organizations commit to providing resources and funding commensurate with their ability, as determined and approved by their respective governing bodies, in furtherance of the mission of the HCC. The HCC will make recommendations regarding resource and funding allocations to be made by each Partner Organization as part of the process of fulfilling its mission above. Any resource recommended by the HCC to be provided by a Partner Organization, shall require approval by the respective governing body in their governance meetings.
12. This MOU shall not constrain any Partner Organization from independently making decisions, creating programs, and expending funds to alleviate the suffering of people experiencing homelessness.
13. This MOU shall not be entered into, altered, changed, or amended except by an instrument in writing signed by the respective bodies, in accordance with their processes.
14. The effective date of this MOU shall be the date of the last signature (“Effective Date”). The term of the MOU shall be for five years from the Effective Date, and may be renewed in five-year intervals should the Partner Organizations so choose.
15. The Partner Organizations may mutually agree in writing to the termination or modification of this MOU; any Partner Organization, in its discretion, can withdraw from participation in the HCC for any reason, upon ninety (90) days’ written notice to the HCC. The withdrawal of one Partner Organization from this MOU does not affect the participation of the other Partner Organizations.
16. Notice for purposes of termination, or other obligation, shall be as follows:

**City of Albuquerque:**

Mayor  
1 Civic Plaza NW, 11<sup>th</sup> Floor  
Albuquerque, NM 87102

City Council Services Department

PO Box 1293  
Albuquerque, NM 87103

**County of Bernalillo:**

Bernalillo County Commission  
County Manager  
1 Civic Plaza NW, 10<sup>th</sup> Floor  
Albuquerque, NM 87102

**Board of Regents of the University of New Mexico:**

Office of the President  
MSC05 3300  
1 University of New Mexico  
Albuquerque, NM 87131-0001

17. No Partner Organization shall be responsible for any liability incurred as a result of another Partner Organization's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunity and limitations of the New Mexico Tort Claims Act.
18. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this MOU shall only be brought in a state district court located in Bernalillo County New Mexico or in a federal district court located in New Mexico. The Partner Organization's irrevocably admit themselves to and consent to the jurisdiction of either or both of said courts. The provisions of this paragraph shall survive the termination of this MOU.
19. This MOU and the interpretation hereof shall be governed and enforced in accordance with the laws of the State of New Mexico.
20. If any part of this MOU is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this MOU so long as the remainder of the MOU is reasonably capable of completion.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the Partner Organizations hereto have executed this Memorandum of Understanding.

Signed by:

\_\_\_\_\_  
Date  
Timothy Keller, Mayor  
City of Albuquerque

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Date  
Pat Davis, President  
City of Albuquerque Council

\_\_\_\_\_  
Date  
Esteban A. Aguilar, Jr.  
City of Albuquerque Attorney

\_\_\_\_\_  
Date  
Julie Morgas-Baca, County Manager  
County of Bernalillo

\_\_\_\_\_  
Date  
W. Ken Martinez  
County of Bernalillo Attorney

\_\_\_\_\_  
Date  
Garnett S. Stokes, President  
University of New Mexico

\_\_\_\_\_  
Date  
Scott Sauder  
University of New Mexico Counsel

DRAFT