

**JOINT POWERS AGREEMENT AMONG THE COUNTY OF BERNALILLO,
THE ALBUQUERQUE PUBLIC SCHOOLS,
AND THE CITY OF ALBUQUERQUE**

THIS AGREEMENT is made and entered into among the County of Bernalillo (County), the Albuquerque Public Schools (APS) and the City of Albuquerque (City) (collectively “the Parties”) pursuant to the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978 (the Act) on the date last entered below. The common powers to be exercised are as set forth in this Agreement.

WHEREAS the County, APS and the City are public agencies, as defined in the Act, and authorized by law to enter into this Agreement; and

WHEREAS, the County, APS and the City desire to enter into this Agreement in order to effectuate administrative efficiency in the funding of programs by the establishment of the Community School Partnership; and

WHEREAS, the County, APS, and the City have previously approved an Inter-Governmental Agreement related to Albuquerque-Bernalillo County Community Schools and enter this Agreement to formalize the relationship and terms of that earlier agreement.

NOW THEREFORE IT IS MUTUALLY AGREED AMONG THE PARTIES TO ESTABLISH THE ALBUQUERQUE-BERNALILLO COUNTY (ABC) COMMUNITY SCHOOL PARTNERSHIP AND CREATE THE ABC PARTNERSHIP BOARD AS THE ADMINISTERING AGENCY UNDER THIS AGREEMENT.

The parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a Community Schools Program utilizing the combined resources of the Parties to this Agreement together with the resources of other public and private organizations. The Inter-Governmental Agreement, previously approved by the County, APS, and the City is attached hereto as Exhibit “A” to demonstrate the intended scope of the Community Schools Program and not as a binding document. In addition, the Mission Statement of the Partnership is:

“To increase parent involvement, student academic achievement and overall community quality of life, through the creation and support of cooperative and collaborative working relationships with schools and the business community, social service agencies, government agencies, faith-based organizations, civic groups, neighborhood associations and post secondary institutions.”

2. Method of accomplishing the Purpose. This Agreement establishes a Community School Partnership administered by a Community School Partnership Board. The Board is empowered to administer those school-based programs within the scope of the Community Schools Program for which it has obtained funding. The Board is empowered to accept the administration and dedicated funding sources for any school-based programs transferred to the Partnership. The Board may also accept the responsibility to administer school-based programs within the scope of the Community Schools Program when the funding for the program remains with a separate organization.
3. Receipt and Disbursement of funds. The Partnership is authorized to receive funds from any source. Funds shall be disbursed only by approval of the Board.
4. Accountability. The Board shall be responsible for strict accountability of all receipts and disbursements. Each Party shall, upon reasonable notice, be entitled to review records of all receipts and disbursements.
5. Term. This Agreement shall have an indefinite term, subject to termination by any Party as provided below.
6. Creation of Partnership and Board through Joint Power Agreement. Upon approval of this Agreement by at least two of the above-named Parties the New Mexico Department of Finance and Administration may be requested to approve the creation of the Partnership involving only those Parties that have given approval. Once this Agreement is entered into by two or more of the Parties, additional entities may be added to the Partnership through the adoption of a new Joint Powers Agreement following approval by the Department of Finance and Administration.
7. Termination. Any Party may terminate this Agreement by giving six (6) months written notice as provide in the notice clause below. Termination shall be effective: on behalf of the county by action the County Commission; on behalf of APS by action consistent with its internal procedures; by the City pursuant to the combined action of both the City of Albuquerque City Council and the Mayor. Termination by one Party shall not terminate this Agreement as to any other Parties so long as at least two of the above-named Parties remain in the Partnership.
8. Property acquired and disposition of surplus money. The disposition, division or distribution of any property acquired and any surplus money obtained as the result of the joint exercise of powers under this Agreement shall, after the completion of the Agreement's purpose or upon termination of this Agreement by any Party be returned in proportion to the contributions made by each Party, after payment of obligations legally entered into by the Board.

9. Powers of administering agency under agreement. The agency provided by the agreement to administer this agreement is the Board. The Board shall be considered under the provisions of the Act as an entity separate from the Parties to this Agreement. The Board shall possess the common powers specified in this Agreement and may exercise them in the manner or according to the method provided in this Agreement, subject to any of the restrictions imposed upon the manner of exercising such power in this Agreement.

10. Organization of the Board. Each Party shall appoint three (3) Members according to each Party's own rules. Appointees by each Party to the currently existing Community Schools Partnership shall serve as the Board members representing their respective Party unless and until replaced by that Party. The term of each Board Member shall be determined by the Party making the appointment. Each Party shall be entitled to appoint, reappoint or remove during a Board Member's term the Board Member. Any Party removing a Board Member shall immediately notify the other Board Members of the name of the new Board Member. Each Party, subject to Board approval, may assign its employees to serve as support staff for the Board. The Albuquerque Bernalillo County Education Compact, an unincorporated entity operating in Bernalillo County, and the United Way of Central New Mexico shall have the right to appoint one Board member. The New Mexico Community Foundation shall also be permitted to appoint one member to serve on the Board as an ex-officio member without voting rights. Upon approval of at least two Board Members from each of the Parties, up to four additional Members may be added to the Board and those additional Board Members shall be representatives of organizations other than the Parties.

11. Meetings. Board meetings shall be subject to the Open Meetings Act, Section 10-15-1 through 10-15-4 NMSA 1978. A quorum of the Board shall consist of a simple majority of the then current Board members.

12. Contracting. The Board may contract for staff, consultants and a fiscal agent. The fiscal agent shall be bonded and licensed as required by law and be bonded or insured as required by the Board. All entities contracting with the Board shall be required to provide full accountability of expenditures and funds administered on behalf of the Board and shall be subject to audit by the Board.

13. Assets. The Board, its staff and any contractors shall maintain an inventory of all assets acquired by the Board.

14. Budget Approval. There shall be an annual budget of the Partnership approved by a simple majority of current Board members.

15. Subcontracting and assignment. The Parties may not subcontract any portion of the obligations to be performed by it pursuant to this Agreement, assign this Agreement or obligate itself in any manner to any third party with

respect to any rights or responsibilities under this Agreement without the prior written consent of all of the other Parties

16. Equal opportunity compliance. Each Party agrees to abide by all federal rules and regulations pertaining to equal opportunity. In accordance with those laws and the regulations promulgated pursuant thereto, each Party agrees to assure that no person shall on the grounds of race, color, national origin, sex, sexual orientation, age, handicap, serious medical condition, ancestry, religion, or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the performance of this Agreement.

17. Governing law. This agreement and the interpretation hereof shall be governed and enforced in accordance with the laws of the State of New Mexico.

18. Insurance. No Party shall be responsible for any liability incurred as a result of the Partnership's or the other Party's acts or omissions in connection with this Agreement. The Board shall obtain insurance to protect the Partnership, the members of the Board and the Parties to the extent that any liability is created by the wrongful actions of the Board. Any liability incurred in connection with this Agreement is subject to the immunity and limitations of the New Mexico Tort Claims Act.

19. Construction and severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

20. Forum selection. Any cause of action, claim, suit demand, or other case or controversy arising from or related to this Agreement 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 parties 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 Agreement.

21. Amendment. This Agreement may not be altered, changed or amended except by the adoption of a new Agreement entered into with the same formality and under the same procedures used to adopt this Agreement.

22. Notices. All notices, approvals, consents or payments required by this Agreement to be given any Party shall be deemed to have been fully delivered, given, made or sent when made in writing and deposited in the United States mail, certified, with postage prepaid thereon, and addressed to the following unless any party changes its respective address by giving written notice of such change to the other parties:

Albuquerque Public Schools Board of Education:
6400 Uptown Blvd. NW, 100 East
Albuquerque, NM 87110
Contact person: Delores Stroud
Phone number: 855-5264

Bernalillo County Commission
One Civic Plaza – 10th Floor
Albuquerque, NM 87102
Contact person: Julie M. Baca
Phone Number: 768-4343

City of Albuquerque
City Council Services Department
P.O. Box 1293
Albuquerque, NM 87103
Contact person: Laura Mason
Phone number: 768-3112

City of Albuquerque
Mayor's Office
P.O. Box 1293
Albuquerque, N.M. 871032
Contact person: Paul Broome
Phone number: 768-3066

IN WITNESS WHEREOF, the County, APS and the City have executed this Agreement as of the date last entered below.

CITY OF ALBUQUERQUE

By: _____
Martin J. Chavez, Mayor

Date: _____

City Council President

Date: _____

Bernalillo County Board of County Commissioners

Chair

Date: _____

Vice Chair

Date: _____

Member

Date: _____

Member

Date: _____

Member

Date: _____

Approved as to Form:

Bernalillo County Attorney

Date: _____

Attest:

County Clerk

Albuquerque Public Schools Board of Education

By: _____

Date: _____

Approved:

Department of Finance and Administration

Date: _____