

CITY OF ALBUQUERQUE
ALBUQUERQUE, NEW MEXICO

CCN 8900529
EC-241
REF. NO. _____

INTER-OFFICE CORRESPONDENCE

October 10, 1989

TO: Patricia J. Baca, Council President
FROM: Ken Schultz, Mayor *Ken Schultz*
SUBJECT: JOINT POWERS AGREEMENT FOR GOVERNMENT CENTER

Attached is the revised Joint Powers Agreement for the Albuquerque/Bernalillo County Government Center.

The only difference between this agreement and the one earlier approved by both the City Council and the County Commission is the addition of Article IV, miscellaneous to meet certain statutory requirements.

I recommend approval of this revised agreement.

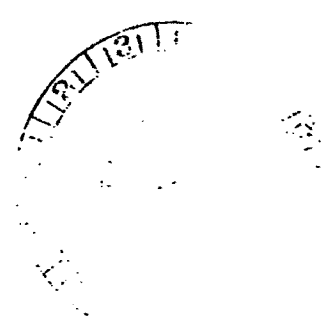
KS/gr
Attachment

RECOMMENDED: *Edward B. O'Dwyer*
for Ray Baca
Ray Baca, Director
General Services Department

REVIEWED: *M.A.W.*
Michael A. Werner, Director
Department Finance & Mgmt.

Clarence V. Lithgow
Clarence V. Lithgow
Chief Administrative Officer

Judy K. Kelley *10/11*
for James H. Foley
James H. Foley
City Attorney



CITY OF ALBUQUERQUE - COUNTY OF BERNALILLO
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, made and entered into this day of DECEMBER 28, 1988, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and the County of Bernalillo, a political subdivision of the State of New Mexico (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the City and the County agreed to construct an administrative office building (hereinafter referred to as the "City/County Building") to be used jointly by the City and the County; and

WHEREAS, the City and the County entered into a Joint Powers Agreement on February 12, 1982, as amended, whereby the City and the County agreed, among other things, to continue negotiations relating to the ownership and control of the City/County Building and to enter into amendments to the agreement or additional agreements, as necessary; and

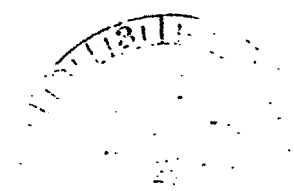
WHEREAS, a portion of the real property upon which the City/County Building is constructed is presently owned by the City and the remainder of the real property is presently owned by the County; and

WHEREAS, the City and the County desire to establish the ownership interests of each of the parties hereto; and

WHEREAS, a new Joint Powers Agreement is necessary to provide for the ownership and control of the City/County Building; and

WHEREAS, the Joint City/County Building Law (Sections 5-5-1 to 5-5-23 and 5-5-25 to 5-5-27 NMSA 1978) authorizes the City and the County to enter into agreements for the ownership, care, custody, control, improvement, operation and maintenance of the City/County Building.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:



ARTICLE I

NAME

The City/County Building, including the real property upon which it is constructed, is hereby named and shall be known as the "Albuquerque/Bernalillo County Government Center" (herein after referred to as the "Government Center").

ARTICLE II

OWNERSHIP OF REAL
PROPERTY AND BUILDING

A. Real Property.

1. Legal Description: The real property upon which the City/County Building has been constructed is described as follows:

A parcel of land situate within the City of Albuquerque, New Mexico and comprising of a portion of Block 4 of the Perfecto Armijo Bros. Addition as filed for record in the office of the County Clerk of Bernalillo County, New Mexico on July 8, 1887 together with a portion of Block C of the Mandell Business and Residence Addition as filed in said County on February 3, 1886. Said parcel being described by grid bearings and ground distances as follows:

Beginning at a point on the westernly boundary of said Block 4 and being a point on the easterly Right-of-Way line of Fifth Street NW said point having New Mexico State Plane Coordinates of X=379,861.91 and Y=1,487,318.70 from which point the point of intersection of the said easterly Right-of-Way line of Fifth Street NW and the northerly Right-of-Way line Tijeras Avenue NW, bears S8 34'06"E a distance of 198.46 feet;

Thence, N8 34'06"E along said easterly Right-of-Way line, a distance of 178.10 feet;

Thence, S80 56'09"E, a distance of 271.25 feet;

Thence, S9 07'00"W, a distance of 178.11 feet;

Thence, N80 55'57"W, a distance of 269.54 feet to the point of beginning and containing 1.1048 acres more or less, hereinafter referred to as the "Real Property".

2. Present ownership: The City and the County each presently own separate portions of the Real Property.

B. City/County Building.

1. The City/County Building was jointly constructed by the City and County, funded by Revenue Bonds issued by the City, and General Obligation Bonds issued by the County, and is jointly owned by the City and the County.

C. Ownership.

1. The City and the County shall each have an undivided one-half interest in the Government Center as tenants in common.

2. The City and the County shall expeditiously execute such deeds and other documents and take such actions as may be necessary to effectuate the ownership specified in subparagraph C1 above.

D. Disposition of the Government Center.

1. Neither the City nor the County shall dispose of its interest in the Government Center, except as provided in this paragraph.

2. Before either the City or the County disposes of its interest in the Government Center, the Revenue Bonds and General Obligations Bonds which were issued to finance the construction of the City/County Building shall be retired or some other arrangement shall be made in accordance with law and the terms of the Bonds.

3. In the event that either the City or the County desires to sell or otherwise dispose of its interest in the Government Center and finds a purchaser, or purchasers, who are ready, able, and willing to acquire the same, the other party shall have an option to purchase the interest of the party so desiring to dispose of its interest for the amount of any bona fide offer made by a third party or parties.

In the event that the bona fide offer from a third party is for other than an outright purchase of the interest, the purchase amount for the other party shall be the equivalent of the market value of the offer, as determined by three independent appraisers. One appraiser shall be appointed by the City's Chief Administrative Officer, one shall be appointed by the County Manager and the third shall be jointly agreed upon by the first two.

ASK

No split - long retired

The option of either the City or the County to purchase the interest of the other party for such an amount shall extend for a period of sixty days after notice of such bona fide offer has been communicated to it in writing by the party desiring to dispose of its interest. If said option to purchase at such an amount is not exercised within such sixty day period, then the party so desiring may dispose of its interest, or interests, to said third party or parties.

4. In the event of the consolidation or unification of the governments of the City and the County, the City and the County may sell, exchange, donate, transfer or otherwise dispose of their interests in the Government Center to the resulting consolidated or unified government without complying with Subparagraph D3 above, except that such disposition shall be in accordance with the laws and agreements in effect at that time.

ARTICLE III

CONTROL, IMPROVEMENT, MAINTENANCE, OPERATION AND REPAIR

A. The authority and responsibility of establishing policy and direction for the Government Center shall be that of the City's Chief Administrative Officer and the County Manager. They shall serve as the decision making committee for all matters regarding management of the facility, except as to matters relating to the Council/Commission Chambers on the lower level of the Government Center for which the City Council and County Commission shall make the final decisions.

B. The Chief Administrative Officer and County Manager shall appoint an employee of the City to serve as Building Manager for the Government Center, and to be responsible for the day-to-day management of the building. The person initially appointed as Building Manager shall be the Building Maintenance Supervisor, Department of General Services, City of Albuquerque; however the Chief Administrative Officer and the County Manager may, in their discretion, appoint some other employee of the City to serve as Building Manager. The management of the Government Center shall include but not be limited to the following seven functions:

1. Space allocation and requests for changes in floor plans shall be submitted to the Building Manager. The Building Manager shall review such requests and make recommendations to the Chief Administrative Officer and the County Manager, who shall make the final decision. The process

and criteria by which to allocate space and alter floor plans shall be established by the Chief Administrative Officer and County Manager.

2. Maintain the electrical, mechanical and environmental control and related systems for the building.

3. Establish a preventive maintenance program for all machinery and equipment requiring such attention.

4. Coordinate the janitorial services. Although the janitorial staff will be that of the County's and will be directly supervised by them, the overall function shall be monitored by the Building Manager.

5. Oversee the overall function of the security services provided by the City's Police Department. The security staff will be directly supervised by the support division of the Special Services Bureau of the City's Police Department.

6. Receive and review inquiries and complaints pertaining to the day-to-day management of the building and advise the Chief Administrative Officer and County Manager of these inquiries or complaints so that policy and direction may be established if necessary.

7. Maintain the building in a safe and sanitary condition, which will provide maximum standards to safeguard life, health, property and public welfare.

C. The City and County will jointly establish an annual budget one month prior to the commencement of the fiscal year. The budget will identify expenses for utilities, security services, janitorial, insurance and bond retirement. The annual rent will be based on the square footage assigned to each party, except for insurance which will be borne equally, and will be sufficient to cover the annual expenses.

D. Maintenance & Repair Costs: The costs of any improvement shall be borne by the party benefitting from the improvement, and if both parties benefit, the parties shall share in the cost based on square footage assessment. The costs of maintenance and repair shall be borne equally by the City and the County.

E. By January 31st of each year, the Chief Administrative Officer and the County Manager shall submit, in writing to the City Council, Mayor and County Commission, a report concerning the Government Center during the previous calendar year. The

report shall address each of the seven functions set out in paragraph B above and shall include any recommendations that the Chief Administrative Officer and the County Manager may have concerning the control, improvement, maintenance, operation and repair of the Government Center.

ARTICLE IV

MISCELLANEOUS

A. Accountability. The City and the County shall be strictly accountable for all receipts and disbursements of the funds provided pursuant to this Agreement. The City and the County shall make available to the other party for examination and shall permit the other party to audit and make excerpts or transcripts of its records relating to the funds covered by this Agreement.

B. Disposition of Property. Upon termination of this Agreement, all property acquired as a result of the expenditure of funds pursuant to this Agreement, other than property which is attached to or has been made a part of the Government Center, shall be distributed to the City and the County in proportion to the contributions made by the City and the County for the acquisition of the property.

C. Disposition of Surplus Funds. Upon termination of this Agreement, any surplus funds on hand shall be returned to the City and the County in proportion to the contributions made by the City and the County.

ARTICLE V

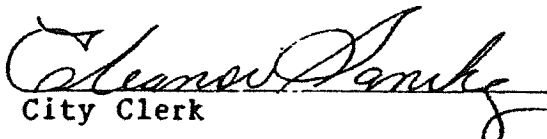
EFFECTIVE DATE

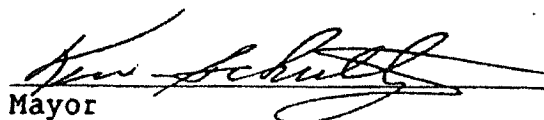
Upon approval of this Agreement by the governing bodies of both the City and the County in accordance with the Joint City/County Building Law, it shall be submitted to the Secretary of Finance and Administration for the State of New Mexico for approval and shall not be effective until such approval is received.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written.

ATTEST:

CITY OF ALBUQUERQUE


City Clerk


Mayor

Approved as to form:

W. P. B. [unclear]
Assistant City Attorney

Reviewed by:

Judy K. Keller
City Attorney (Acting)

ATTEST:

Blaine M. Garcia
County Clerk

COUNTY OF BERNALILLO
Robert [unclear]
Chairman, Board of County
Commissioners

Approved as to form:

Myrtis Runderman
County Attorney

Approved:

Secretary of Finance and
Administration

Date: _____