

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ALBUQUERQUE
AND
THE UNIVERSITY OF NEW MEXICO**

This Memorandum of Understanding (“MOU”) is made and entered on the date of the last signature below by and between the City of Albuquerque (the “City”), a municipal corporation, and the Regents of the University of New Mexico (“UNM”), a state educational institution established under Article XII, Section 11 of the New Mexico Constitution.

RECITALS

WHEREAS, the City seeks to promote economic development, educational advancement, and community engagement in the downtown area; and

WHEREAS, UNM desires to explore opportunities for expanding its academic, research, and programmatic presence in Downtown Albuquerque; and

WHEREAS, both parties recognize the potential benefits of UNM’s expansion in the downtown area, including enhanced educational opportunities, economic growth, and increased collaboration between the university and the community; and

WHEREAS, the City desires to support UNM’s efforts by providing technical assistance, exploring financial mechanisms, and collaborating on community engagement initiatives; and

WHEREAS, UNM is committed to assessing the feasibility of new academic programs and facilities in Downtown Albuquerque to better serve students, faculty, and the broader Albuquerque community.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and UNM agree as follows:

I. PURPOSE

The purpose of this MOU is to establish a framework for collaboration between the City and UNM to explore and evaluate the expansion of UNM’s presence in Downtown Albuquerque. This includes, but is not limited to, assessing potential locations, identifying academic program opportunities, and determining financial and logistical feasibility.

II. RESPONSIBILITIES OF THE PARTIES

A. The University of New Mexico shall:

1. Conduct an evaluation of the potential expansion of UNM in Downtown Albuquerque, including academic program needs, infrastructure requirements, and community impact.
2. Identify and explore new academic program opportunities that align with the needs of students, faculty, and the community.

3. Engage faculty, students, and community stakeholders in discussions about the potential expansion and related academic offerings.
4. Work collaboratively with the City to identify suitable sites and infrastructure needs for UNM's expansion efforts.

B. The City of Albuquerque shall:

1. Provide technical support and assistance in identifying potential locations for UNM's expansion in Downtown Albuquerque.
2. Explore financial mechanisms, including potential incentives, funding opportunities, and infrastructure support, to facilitate UNM's growth.
3. Assist UNM in engaging with community stakeholders to ensure alignment with local economic and educational priorities.
4. Support UNM's efforts in navigating regulatory, zoning, and permitting processes necessary for potential downtown expansion.

III. GENERAL PROVISIONS

- A. **Term and Termination:** This MOU shall be effective upon execution and remain in effect for a period of two (2) years, unless terminated earlier by either party upon thirty (30) days written notice.
- B. **Non-Binding Agreement:** Other than the provisions of this Section III, this MOU is intended to outline a collaborative framework and does not create legally binding obligations or financial commitments for either party.
- C. **Amendments:** Any modifications or amendments to this MOU must be in writing and signed by both parties.
- D. **Points of Contact:** Each party shall designate a primary representative responsible for coordinating activities under this MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date of the final signature added below.

CITY OF ALBUQUERQUE

By: Timothy M. Keller

Name: Timothy M. Keller

Title: Mayor

Date: 2/13/25

REGENTS OF THE UNIVERSITY OF
NEW MEXICO

By: Garnett S. Stokes

Name: Garnett S. Stokes

Title: President

Date: 02/13/2025