

MEMORANDUM OF AGREEMENT

To define and affirm roles and responsibilities, expectations, and timeframes for the development of attainable workforce housing on Los Alamos Public Schools land on North Mesa.

This MEMORANDUM OF AGREEMENT (“Agreement”) is made and entered into this 18th day of December 2023, by and between the LOS ALAMOS PUBLIC SCHOOLS (“Schools”), and the INCORPORATED COUNTY OF LOS ALAMOS (“County”).

WHEREAS, by Quitclaim Deed dated July 1, 1966, the United States Atomic Energy Commission conveyed to the Los Alamos County Board of Educational Trustees several tracts of property, including that certain tract described in the Quitclaim Deed as parcel No. 6, Tract H (referred to herein as “School Property”), a tract containing 61.35 acres of land, more or less, and commonly known as 2101 Hawk Drive, Los Alamos, New Mexico; and,

WHEREAS, a portion of the School Property is currently used by the Schools for scholastic purposes, including classrooms, school athletic facilities, and related supporting infrastructure; and,

WHEREAS, approximately 29 acres of the School Property, on its eastern side, is currently undeveloped, unoccupied and underutilized; and,

WHEREAS, in the fall of 2019, the County completed a housing study which identified the immediate need for approximately one-thousand six-hundred (1600) housing units within the community, including all types and price ranges, with a future ongoing need of approximately two-hundred (200) units for each of the next five years; and,

WHEREAS, in 2020, 2021, 2022, the County completed additional analysis to test the feasibility of developing workforce housing on the North Mesa property, and determined that a development with reoccurring revenue to the Schools was possible; and,

WHEREAS, the Schools have expressed a current need for housing options that would be affordable for its employees and would allow employees the opportunity to reside within Los Alamos County; and,

WHEREAS, the Schools have reviewed the LAPS 5-year Facilities Master Plan and enrollment projections and determined that a 5-acre parcel of land is needed on North Mesa for a possible school expansion at the Middle School, or new School facilities in the County; and,

WHEREAS, the County and Schools wish to develop a project plan that includes consideration and possible implementation of options for reoccurring revenue generation and housing, especially for workforce housing, on the undeveloped and unoccupied portion of the School Property while retaining a 5-acre parcel for future School needs.

WHEREAS, the County has procured a consultant to update its Affordable Housing Plan, which will include providing guidance for development, timing, and financing of workforce housing on the property.

Now, therefore, the Schools and County agree as follows:

1. Services to be Procured. County will exercise its authority to procure the following services on behalf of the Schools and County:
 - a. A development consultant/partner who will review the site, current market conditions, and work done to date on behalf of the project; and who will work jointly with the County and Schools, the public, and each party's elected governing body and administration to create a development plan and an associated financial model for developing and managing the property for attainable workforce housing, based on the recommendations from the County's Affordable Housing Plan.
 - b. Any other services that will provide the parties with sufficient information to decide whether to proceed with an Intergovernmental Agreement (IGA) and Master Ground Lease for development of the property.
2. Party Interests. The School and County agree that both parties will consider:
 - a. How to best utilize the property for the identified housing needs of the community, especially attainable workforce housing.
 - b. Reservation of certain housing units for School and County employees' use.
 - c. A method for managing the resultant development.
 - d. Final agreement for a means for reoccurring revenue for the Schools that will support its ongoing operations.
 - e. Accommodation of current School uses of the property that may be displaced by the project during development.
 - f. Reservation of 5-acres of property for future School uses.
 - g. How to best utilize any legislative appropriations, loans, and/or grants awarded specifically for this project towards the identified costs.
3. Procurement will be in Accordance with the County Procurement Code. County will procure services, identified in paragraph 1, in compliance with the County's Procurement Code and in accordance with the requirements of this Agreement. The Request for Qualifications ("RFQ") or Request for Proposals ("RFP"), as appropriate, will be provided by County to the Schools at least ten (10) working days prior to the anticipated release date. If the Schools note any substantive objections prior to the specified or agreed-upon release date, the RFP or RFQ shall not be released until both parties agree.
4. Contractor Selection. Selection of any contractor to provide services under this Agreement will be made based on selection factors and/or criteria as set out in the County's Procurement Code based on the recommendations of an evaluation team. Schools will designate two School representatives to serve on the evaluation team.
5. Payment of Costs.
 - a. Source of Funding. The County has previously received a Legislative appropriation and, **subject to Council approval**, will allocate general budget funds for the purpose of feasibility analysis, designing, planning, and constructing affordable housing infrastructure associated with the project. These funds will be utilized towards the achievement of the tasks listed within this Agreement, and it is anticipated that once the funds are expended, no additional obligations will remain.

- b. Payment of Invoices. County will pay invoices as they become due, in accordance with the terms and provisions of the contracts.
 - c. Overhead or Administrative Costs. Each party shall bear any and all overhead costs for its activities under this Agreement and neither party shall be expected to reimburse the other for any such costs.
- 6. Project Management. County will be responsible for management of this project and will incur all costs associated with project management. Schools will not be required to reimburse the County for any project management costs.
- 7. Product Ownership. The Schools and County shall each have the right to maintain copies of and use products or deliverables provided under the contracts called for under this Agreement, except to the extent rights may specifically be reserved by the contractor in the contract.
- 8. Term and Termination of the Agreement. This Agreement shall be effective for a period of twenty-four (24) months from and after the effective date, or until the expiration of the site planning and engineering contract, whichever is later, if such contract is in force and effect on the expiration of the 24-month period. Either party may terminate this Agreement by giving the other party at least thirty (30) days of advance written notice specifying the termination date; in which event County shall take reasonable actions to terminate or appropriately modify any contracts made pursuant to this Agreement. This provision shall survive the termination or expiration of this Agreement.
- 9. Notice. Each party shall provide to the other in writing a name and address for notices required under this Agreement. Notice may be made via email, hand delivery, or by United States certified mail with a return receipt requested. If notice is sent by United States certified mail, the notice shall be deemed received three days after deposit of the notice in the United States mail.
- 10. Miscellaneous.
 - a. Entire Agreement. This Agreement is the entire agreement of the parties with respect to the subject matter hereof and any prior agreements, written agreements or oral, with respect to the subject matter are hereby superseded.
 - b. Modification. Any modification or amendment to the Agreement must be in writing and signed by both parties.
 - c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Any action brought by any party under this agreement shall be brought in the Court of the First Judicial District, Los Alamos County.
 - d. Effective Date. This Agreement shall take effect upon its execution by all parties and immediately following approval by the New Mexico Department of Finance Administration.
 - e. Non-Appropriation. This Agreement shall terminate without further action by County or School on the first day of any fiscal year for which funds to pay for the obligations in this Agreement are not appropriated by the County's or the Schools' governing body. County and Schools shall make reasonable efforts to give the other party at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated.

f.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the dates set forth below, to be effective for all purposes as set for above.

LOS ALAMOS PUBLIC SCHOOLS

By: _____

Superintendent

Date

INCORPORATED COUNTY OF LOS ALAMOS

By: _____

County Manager

Date