

MEMORANDUM OF AGREEMENT

North Mesa Housing Options Analysis

This MEMORANDUM OF AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2020, by and between the LOS ALAMOS PUBLIC SCHOOLS ("Schools"), and the INCORPORATED COUNTY OF LOS ALAMOS ("County").

RECITALS

WHEREAS, by Quitclaim Deed dated January 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. ____ (Parcel No. ____ being referred to herein as the "School property"), which tract contains ____ acres of land, more or less, and is commonly known as 1101 Hawk Drive, Los Alamos New Mexico; and,

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

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

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

WHEREAS, the Schools have expressed a current need for housing options that would be affordable for its employees and allow the opportunity for residing within the district; and,

WHEREAS, the County and Schools wish to develop a project plan to construct affordable housing on the undeveloped and unoccupied portion of the school 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 Schools and County:
 - a. A consultant who will review the site and work with both the public and each party's elected governing body to develop proposed site plans and associated financial development feasibility for consideration.
 - b. Site planning, engineering, and a construction cost estimate for a mutually agreed-upon conceptual design.
 - c. Design, engineering and construction cost estimate for all off-site utility and road infrastructure necessary to facilitate development of the site.
 - d. Facilitation of public meetings that will seek community agreement on the intended use of the property and its long term management.
 - e. Any other services that may be required to allow the project to proceed to the point where each of the parties will have sufficient information to make a decision whether to proceed with development of the site.
2. **Party Interests.** The Schools and County agree that both parties will consider:
 - a. How to best utilize the property for the identified housing needs of the community
 - b. Reservation of certain housing units for School employees' use
 - c. A method for managing the resultant development
 - d. Options for creating a means for revenue for the Schools that will support its ongoing operations
 - e. Accommodation of current uses of the property that may be displaced by the project
 - f. The County and Schools will utilize any loans/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, as described 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 Schools and County agree on the content of the document.

- 4. Contractor Selection.** Selection of any contractor to provide services under this Agreement will be made based on selection factors or criteria as set out in the County's Procurement Code based on the recommendation of an evaluation team. Schools will designate two Schools representatives to serve on the evaluation team.
- 5. Payment of Costs.**
- a. Source of Funding.** The County has previously received a Legislative appropriation of \$475,000.00 for the purpose of designing/planning/constructing affordable housing infrastructure associated with this project. These funds will be utilized towards the achievement of the tasks listed within this memorandum of agreement, and it is anticipated that once the funds are expended, no additional obligation would 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.
- 7. 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 County for any project management costs.
- 8. 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.
- 9. Term and Termination of this Agreement.** This Agreement shall be effective for a period of twelve (12) months from and after the effective date, or until the expiration of the site planning and engineering contract, if such contract is in force and effect on the expiration of the 12-month period, whichever is later. Either party may terminate this Agreement by giving the other party at least thirty (30) days 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.
- 10. Notice.** Each party shall provide to the other in writing a name and address for notices required under this Agreement. Notices may be by email, hand delivery, or by United States certified mail, 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.

11. 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 or oral, with respect to the subject matter are hereby superceded.
- b. Modification.** Any modification or amendment to this 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

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:

Name: _____ Date _____
Title: _____

INCORPORATED COUNTY OF LOS ALAMOS

Attest:

By:

Date

County Clerk

County Manager