

**MEMORANDUM OF AGREEMENT
BETWEEN THE INCORPORATED COUNTY OF LOS ALAMOS,
THE CITY OF ESPAÑOLA, AND RIO ARRIBA COUNTY**

THIS **MEMORANDUM OF AGREEMENT** (hereinafter “MOA”) is made and entered into by and between the Incorporated County of Los Alamos (hereinafter “LAC”), the City of Española (hereinafter “Española”), and Rio Arriba County (hereinafter “RAC”) to be effective for all purposes as of _____, 2024. LAC, Española, and RAC are sometimes referred to in this MOA individually as “Party” or “party” and collectively as “Parties” or “parties.”

WHEREAS, LAC, Española, and RAC expend large amounts of funds on the shipment of solid waste to Sandoval County; and

WHEREAS, there is no available landfill to the parties within a seventy (70) mile radius; and

WHEREAS, the current landfill used by LAC, Española, and RAC in Sandoval County is approaching the end of its useful life; and

WHEREAS, LAC has a designated funding source for a local/regional landfill feasibility study; and

WHEREAS, Española has approximately sixty (60) acres of land that could potentially be used for a landfill; and

WHEREAS, Rio Arriba has information and resources that may provide data for the feasibility study; and

WHEREAS, all parties and their citizens would potentially benefit from having a landfill within a twenty (20) mile radius.

NOW, THEREFORE, the Parties do hereby agree as follows:

A. PURPOSE

It is the purpose of this MOA to memorialize the understanding of the Parties regarding their mutual intent to explore and investigate the possibility of a regional landfill for use by all parties.

B. DEFINITIONS

1. The term “Feasibility Study” means a detailed analysis of all critical aspects of the development of a landfill including, but not necessarily limited to, projected costs, timelines, land acquisition, necessary real property improvements, and an analysis of how applicable federal and state laws, rules and regulations will affect the development of a landfill.

2. The term "Landfill" means a place to dispose of refuse and other waste material by burying it and covering it with soil.

C. SCOPE OF MOA

1. LAC shall procure the services of an expert consultant to perform a feasibility study for a regional landfill which shall include, but is not limited to, input and data provided by the other parties to this MOA; and

2. Espanola shall supply maps of any areas under initial consideration for the site of the landfill and any other properties that may be considered for the site as well as any other information needed to complete the feasibility study; and

3. RAC shall supply information on properties within its boundaries that may be available for use or to swap with other entities; and

4. LAC shall supply information on properties within its boundaries that may be available for use or to swap with other entities; and

5. All parties shall meet on a regular basis as agreed upon in a work plan to be determined after LAC has entered into a service agreement with an expert consultant to perform a feasibility study;

6. The Parties agree that the purpose of the feasibility study is to inform future decisions by the Parties regarding a potential regional landfill.

D. TERM AND EFFECTIVE DATE

The effective date of this MOA shall be the date the MOA is executed by all the Parties. The term of this MOA shall continue until one (1) month after the completion of the feasibility study unless sooner terminated as provided herein.

E. OPTIONAL CONTINUATION

After the completion of the feasibility study, based on its outcome, all parties shall meet to determine whether to continue to pursue partnership in a regional landfill.

F. TERMINATION

Any party may terminate this MOA with or without cause upon ten (10) days written notice to the other parties, as provided in Section G of this MOA. This termination provision described herein shall not nullify obligations already incurred prior to the termination.

G. NOTICE

Any notices required under this Agreement shall be made in writing, postage prepaid, to the following addresses, or subsequent dutifully notified changes to such, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

LAC:

County Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

Española:

City Manager
City of Española
405 N. Paseo de Oñate
Española, New Mexico 87532

RAC:

County Manager
Rio Arriba County
PO Box 127
Tierra Amarilla, New Mexico 87575

H. LIABILITY

1. Each Party shall be solely responsible for fiscal or other sanctions including, but not limited to, any award of damages or penalties imposed because of its acts or inactions applicable to the performance under this MOA.

2. Each Party shall be liable for its own actions or inactions in accordance with any controlling law, rule or regulation, and nothing herein shall be deemed a waiver, indemnity or to otherwise create or affect liabilities between the parties.

3. No Party to this MOA shall be responsible for the liability incurred because of the other Party's acts or omissions in connection with this MOA or in performance under this MOA.

4. This MOA contains the understanding between the Parties only and shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the named parties, their officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, consultants, or advisors.

5. Any liability incurred by any party in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1. et. seq., NMSA 1978, as amended. This paragraph is intended only to define liabilities between the Parties hereto and is not intended to modify, in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision of this MOA modifies and/or waives any provision of the New Mexico Tort Claims Act.

LAC MOA25-924

Memorandum of Agreement between the Incorporated County of Los Alamos,
the City of Espanola, and Rio Arriba County

I. MISCELLANEOUS PROVISIONS

1. This MOA is made under and shall be governed by the laws of the State of New Mexico, without regard to any conflicts of law principles that would require the application of the law of any other jurisdiction.

2. In the event that any of the terms and conditions of this MOA, or the application of any such term or condition to any person or circumstance, shall be held invalid by any court having jurisdiction, the remainder of the MOA and the application of such terms or conditions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

3. This MOA constitutes the entire MOA and understanding between the Parties with respect to the subject matter herein. The parties agree that no modifications of this MOA shall be made unless such modification is in writing and is duly executed by authorized representative of the Parties.

4. Each Party represents and warrants to the other Party that it has the requisite power and authority to execute this MOA and to perform the actions set out in the MOA. The execution and delivery of this MOA and the performance of the actions set out herein have been duly authorized by all necessary action on the part of each Party. The actions set out herein will, upon executions hereof by each Party, be valid and binding obligations of such Party as provided by law.

5. Each Party represents and warrants to the other Party that the execution and delivery of the MOA by such Party does not violate any applicable law or regulation by which the Party is bound, by any applicable court or administrative order or decree, or any MOA or contract to which it is a party.

6. Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature. This document may be executed in counterparts, each of which shall be deemed an original.

[this section intentionally left blank]

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the date(s) set forth below:

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

By:

Naomi D. Maestas
County Clerk

By:

Anne W. Laurent
County Manager

Date

APPROVED AS TO FORM:

J. Alvin Leaphart, County Attorney

CITY OF ESPAÑOLA

By:

Eric J. Lujan; City Manager

APPROVED AS TO FORM:

Frank Coppler; Attorney for the City of Espanola

RIO ARRIBA COUNTY

By:

Jeremy G. Maestas, County Manager

APPROVED AS TO FORM:

Adan Trujilo; Attorney for Rio Arriba County

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