

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INCORPORATED COUNTY OF LOS ALAMOS
AND
THE CITY OF ESPAÑOLA**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter “MOU”) is made and entered into by and between the Incorporated County of Los Alamos (hereinafter “LAC”) and the City of Española (hereinafter “The City”), to be effective for all purposes March 4, 2026. LAC and The City are sometimes referred to in this MOU individually as “Party” or “party” and collectively as “Parties” or “parties.”

WHEREAS, LAC cannot succeed without a healthy regional economy; and

WHEREAS, in 2005, LAC created the Progress Through Partnering Program in response to the strategic goal of improving intergovernmental relations within Northern New Mexico which has been renamed the Regional Strategic Partnership; and

WHEREAS, in 2022, LAC and The City signed an MOU consisting of the same content as contained herein which terminated on November 25, 2025; and

WHEREAS, all Parties have expressed their interest in continuing the same partnership; and

WHEREAS, the Parties are each municipalities in Northern New Mexico and are created and existing pursuant to the Constitution and laws of the State of New Mexico; and

WHEREAS, LAC desires to continue to authorize funding for the currently named Regional Strategic Partnership Fund (hereinafter “RSPF”) to support the Projects, as defined below, of The City (hereinafter “Regional Partner(s)”) through the distributions made from the RSPF by LAC through LAC’s annual budgeting process; and

WHEREAS, The LAC Council approved this MOU at a public meeting held on March 3, 2026.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants hereinafter set forth, the Parties do hereby agree as follows:

A. PURPOSE

It is the purpose of this MOU to memorialize the agreement of the Parties regarding how the funds allocated by LAC through the RSPF and LAC’s annual budgeting process shall be expended to support Projects of the Regional Partner(s).

B. DEFINITIONS

1. The term “Capital Improvement Project” or “Capital Project” means:
 - a. Constructing, purchasing, furnishing, equipping, rehabilitating, making additions to or making improvements to one or more public buildings or purchasing or improving their sites or grounds including, but not necessarily limited to, acquiring and improving parking and storage lots, or any combination of the foregoing;

b. Constructing, acquiring or improving public parking lots, structures or facilities, or any combination of the foregoing;

c. Constructing, acquiring, extending, enlarging, bettering or otherwise improving storm sewers, drainage facilities and erosion control facilities including, but not necessarily limited to, the acquisition of rights-of-way, or any combination of the foregoing;

d. Reconstructing existing alleys, streets, roads or bridges, or laying off, opening, constructing or otherwise acquiring new alleys, streets, roads, bridges, or traffic-control facilities including, but not necessarily limited to, the acquisition of rights-of-way, or any combination of the foregoing, but shall not include major street maintenance; and

e. Acquiring, constructing, purchasing, equipping, furnishing, making additions to, renovating, rehabilitating, beautifying or otherwise improving public parks, public recreational or cultural buildings or facilities or purchasing or improving their sites or grounds, or any combination of the foregoing.

2. The term "Project(s)" means any Capital Improvement Projects, Capital Projects, and Strategic Project Position(s), as defined herein and related to the RSPF funds subject to this Agreement.

3. The term "public building" shall include, but is not necessarily limited to, fire stations, criminal justice facilities, libraries, museums, senior and youth centers, auditoriums, convention halls, hospitals, buildings for administrative officers, city/county halls and garages for repairing and maintaining county/city vehicles and equipment or housing but shall exclude utility facilities.

4. The term "Social Services Project" are projects with a finite scope and duration for a certain period of time not to exceed three (3) years, that address the health and social needs of the community and include programs and services that are designed to improve the well-being of individuals, families, and communities.

5. The term "Strategic Project Position(s)" means employment position(s) created or filled by the Regional Partner(s) to support its strategic goals, of which, for a certain period of time not to exceed three (3) years, such salary(s) are fully funded (i.e. total compensation to include all salary and benefits) through the RSPF funds appropriated by LAC to the Regional Partner(s). Strategic Project Position(s) shall be employees of the Regional Partner(s) and shall not be considered an employee, contractor or agent of LAC for any purpose.

C. SCOPE OF MOU

1. This MOU outlines the Parties' understanding of how the RSPF monies shall be expended to support The City's strategic projects.

2. Within thirty (30) days of the adoption of the LAC's Annual Budget for the forthcoming fiscal year, LAC shall notify the Regional Partner(s) of the amount of RSPF funds appropriated by LAC.

3. The Parties understand and agree that any RSPF funds appropriated by LAC to the Regional Partner(s) shall be used only for Strategic Projects, as defined herein, and shall not be used in any way that violate Federal, State or local laws, including the State of New Mexico Constitution, specifically but not limited to, Sections 12 and 14 of Article IX of the State of New Mexico Constitution, and shall be accounted for separately.

4. The Parties understand and agree that LAC is not a fiscal agent of any kind to the Regional Partner(s) or for the RSPF funds appropriated to the Regional Partners.

5. The Parties understand and agree that the appropriation of funds by LAC through its annual budgeting process to support Projects of the Regional Partner(s) is a matter of legislative discretion, and that this MOU does not, and cannot, create or impose any legal or contractual duty of any kind whatsoever on LAC to appropriate current or future funds through its annual budgeting process to support capital improvement projects of the Regional Partner(s). All RSPF funds are contingent upon sufficient appropriations granted by LAC.

D. TERM AND EFFECTIVE DATE

The term of this MOU shall commence on March 4, 2026, and shall continue until March 3, 2036, unless sooner terminated as provided herein.

E. TERMINATION

Either party may terminate this MOU with or without cause upon written notice to the other parties. This termination provision described herein shall not nullify obligations already incurred prior to the termination.

F. 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:

Anne W. Laurent, County Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

City of Española:

Mizel Garcia, Acting City Manager
305 N Paseo de Oñate
Española, New Mexico 87532

G. 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 as a result of its own violation of requirements applicable to the performance under this MOU.

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 MOU shall be responsible for the liability incurred as a result of the other Party's acts or omissions in connection with this MOU or in performance under this MOU.

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4. This MOU 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. Each Party acknowledges that any liability incurred in connection with this MOU 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 MOU modifies and/or waives any provision of the New Mexico Tort Claims Act.

H. MISCELLANEOUS PROVISIONS

1. This MOU 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. 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.

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

By: _____
Michael D. Redondo,
County Clerk

By: _____ **Date**
Anne W. Laurent,
County Manager

APPROVED AS TO FORM:

J. Alvin Leaphart,
County Attorney

CITY OF ESPAÑOLA

By: _____ **Date**
Mizel Garcia,
Acting City Manager

APPROVED AS TO FORM:

Frank Coppler,
City Attorney