

SCOPE OF WORK INTERGOVERNMENTAL AGREEMENT

BETWEEN SANTA FE COUNTY PLANNING DIVISION / GROWTH MANAGEMENT DEPARTMENT AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO FOR CONDUCTING A YOUTH PARTICIPATORY PLANNING PROCESS AS PART OF THE CHIMAYO COMMUNITY PLANNING PROJECT

1. Scope and Objectives:

A. Santa Fe County Planning Division, a division of the Growth Management Department (hereafter referred to as "SFCGMD") and the University of New Mexico (hereafter referred to as "UNM") have agreed to procedures for cooperation as defined in this Intergovernmental Agreement (IGA). The SFCGMD and UNM (hereafter referred to as the "Parties") agree that this cooperation will be beneficial to both Parties and hereby state their intentions to pursue participatory process to engage youth in the community planning process authorized by Santa Fe County Resolution # 2012-48 attached here as Exhibit A and incorporated herein by reference.

Participants in the Chimayò community planning effort have recognized the need to engage youth in opportunities that anchor them in the traditions, innovation and workforce in the community. In order to better identify those opportunities and means of engagement the participant felt the youth of the area should be more involved in the planning effort.

Researchers have shown that engaging youth in planning raises the self-esteem of youth, fosters their sense of environmental and community responsibility, and encourages them to become more civically minded. Youth engagement also leads to better planned communities, capable of responding to the needs of their young population. Because youth have the largest stake in the future of their community (given that they will be around the longest) their input often strengthens the sustainability of community planning. Furthermore, their enthusiasm, creativity and idealism bring a fresh perspective to planning initiatives.

B. The purpose of this IGA is to provide for the coordination of collaborative approach to engage youth in an intensive community design workshop facilitated over the course of two days with a follow up community event and exhibit of their work. The workshops will involve youth participants in mapping, drawing, taking photos, field observations, and review and analysis of their individual assets, community assets and institutional assets. A follow up community exhibit/presentation will be organized and facilitated by the youth participants to disseminate and express their vision and input to their community.

2. Cooperative Agreements:

A. The parties agree that specific areas of cooperation will include, but are not limited to:

B. Santa Fe County Planning Division of the Growth Management Department (SFCGMD) is contracting services from UNM to organize, prepare, and facilitate two community design

workshops and community exhibit/presentation and to provide a summary report that identifies key issues, goals and recommendations surrounding a youth vision statement for Chimayo. This project will build on the baseline research completed by the Chimayo Planning Committee and County staff.

3. Roles of the Two Signing Entities:

A. SFCGMD agrees to provide background data and information regarding the community planning process, the community profile and mapping being developed for the plan area. SFCGMD also agrees to make staff available to answer questions and provide guidance during the semester as needed.

B. UNM agrees to request guidance and feedback from the SFCGMD during the Agreement term in order to ensure that the community workshops and recommendations meet the needs of the SFCGMD and are accurate and helpful to the SFCGMD's Chimayo Community Planning Project.

4. Financial Commitments:

UNM will submit invoice to SFCGMD for the Term described in Section 7, in the fixed price amount of FIVE THOUSAND DOLLARS (\$5,000.00).

SFCGMD shall pay UNM on a fixed-price basis with full payment due within 30 days of receipt of invoice.

Upon receipt of invoice, payment shall be made payable to and sent to:

UNM Contract and Grant Accounting Office
1700 Lomas Blvd., N.E., Suite 2100
MSC01 1245, 1 University of New Mexico
Albuquerque, NM 87131-0001
Phone: (505) 277-4721

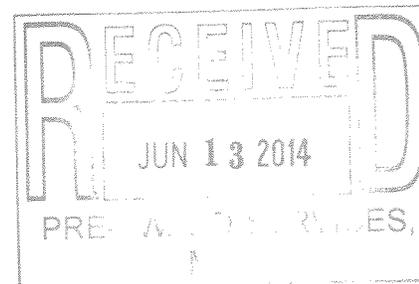
5. Intellectual Property and Publication Rights:

The Parties shall each have the right, at their discretion, to publish freely any results of research and recommendations developed under this IGA.

6. Liability:

Each party agrees that it will be solely responsible for the own acts or omissions of its employees, public officers, agents and the results thereof and shall not be responsible for the acts or omissions of the other Party.

7. Term of Agreement:



When accepted in writing by both Parties, the IGA shall become effective upon last date of signature by ~~September 30, 2014~~ ~~March 1, 2014~~ and the parties shall terminate on ~~June 31, 2014~~.
AMG 6/14/14
Kim 10-9-14
Jim 6-19-14
Jim 6-19-14
Kim 6-2-14
6/16/14
AMG
5/23/14

Proposals to modify the term of the IGA can be initiated in writing by either of the Parties and are subject to approval by each of the Parties. Each party will designate an official to administer the work under this IGA and facilitate communication between the Parties. The IGA can be terminated by either party upon sixty (60) days written notice. Termination shall not affect the validity, duration or completion of projects under this IGA that were initiated prior to such termination.

8. New Mexico Tort Claims Act

Any liability incurred by Parties in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4- 1, et. seq. NMSA 1978, as amended. The Parties and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

9. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the SFCGMD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the SFCGMD, this Agreement shall terminate upon written notice being given by the SFCGMD to UNM.

In the event of termination, SFCGMD will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

The SFCGMD's decision as to whether sufficient appropriations are available shall be accepted by UNM and shall be final.

10. Third Party Beneficiaries

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the SFCGMD and UNM. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

11. Status of UNM; Responsibility for Payment of Employees and Subs

A. UNM and its agents and employees are independent contractors performing professional services for the SFCGMD and are not employees of the SFCGMD.

UNM, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of SFCGMD vehicles, or any other benefits afforded to employees of the SFCGMD as a result of this Agreement.

B. UNM shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subs retained by UNM in the performance of the services under this Agreement.

12. Conflict of Interest

UNM certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. UNM further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

13. Assignment; Subcontracting

UNM shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the SFCGMD. UNM shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the SFCGMD.

14. Insurance

UNM will maintain general and professional liability coverage with such coverage and in such amounts as set forth in the New Mexico Tort Claims Act.

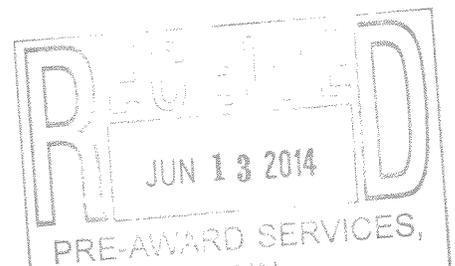
15. Records and Audit

UNM shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the ESD, the Department of Finance and Administration, and the State Auditor. The ESD shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the SFCGMD to recover excessive or illegal payments.

16. Applicable Law; Choice of Law; Venue

UNM shall abide by all applicable federal and New Mexico State laws and regulations. In any action, suit or legal dispute arising from this Agreement, UNM agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

17. Amendment



This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

18. Non-Discrimination

During the term of this Agreement, UNM shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by UNM hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

19. Severability

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

20. Precedence

In the event any inconsistencies arise between the terms of the Agreement and the terms of any related schedules, task orders, exhibits, attachments or other documents, the terms contained in the body of this Agreement shall prevail. No purchase order, invoice, or any pre-printed terms on an Agency's purchase order or invoice will modify the terms of this agreement.

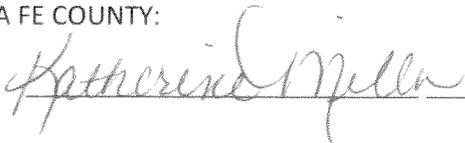
21. Notices

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

Robert Griego
Planning Manager, Santa Fe County Growth Management Department
P.O. Box 276
Santa Fe, NM 87504-027

Shannon Carr
Contract and Grant Administrator
Office of Sponsored Projects, Main
1700 Lomas NE, Suite 2200, MSC01 1247
The University of New Mexico
Albuquerque, NM 87131

SANTA FE COUNTY:



Katherine Miller, County Manager
Robert Griego, Planning Manager, Santa Fe County Growth Management Department

Date: 5-21-14

Approved as to form Santa Fe County Attorney
By: [Signature] Date: 5/23/14
Approved as to form Santa Fe County Attorney
By: [Signature] Date: 6/4/14

REGENTS OF THE UNIVERSITY OF NEW MEXICO:

[Signature]

Julian Sandoval, Director, Finance/Payroll Systems and Restricted Accounting

Date: 6-19-14
14-0990

