MEMORANDUM OF AGREEMENT
BETWEEN
SANTA FE COUNTY
AND THE
REGIONAL DEVELOPMENT CORPORATION

This Memorandum of Agreement ("MOA") is made and entered into by and between **Santa Fe County**, a political subdivision of the state of New Mexico, and the **Regional Development Corporation ("RDC"),** a 501(c)(3) economic development organization whose address is 706 Bond Street, Española, New Mexico 87532. The date of this Agreement shall be the date when it is executed by the County and the RDC, whichever occurs last.

WITNESSETH:

WHEREAS, the purpose of the RDC is to assist Northern New Mexico communities and small businesses with economic development activities;

WHEREAS, the RDC plans to develop and launch *Growing Jobs in Northern New Mexico: An Economic Development Training Initiative* in 2013. This program will be offered in Santa Fe, San Miguel and in Rio Arriba Counties within a six-month period. The program will present a series of three different workshops that will be offered for municipal and locally elected and government officials, community leaders, volunteers and other stakeholders involved in planning and implementing economic development activities for Santa Fe, San Miguel, Los Alamos, Rio Arriba and Taos counties;

WHEREAS, the RDC is seeking funding from Santa Fe, Los Alamos, and Rio Arriba Counties, the City of Española, and a private sector sponsor to fund the RDC training program; and

WHEREAS, Santa Fe County wishes to be a sponsor of *Growing Jobs in Northern New Mexico: An Economic Development Training Initiative* by contributing $5,000 to the RDC to sponsor and support the RDC's training program.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Purpose

The purpose of this MOA is to describe the duties of the parties with respect to the County's sponsorship of RDC's program *Growing Jobs in Northern New Mexico: An Economic Development Training Initiative.*

2. Scope of Agreement and Duties of the Parties

A. The County shall:

i. Be a sponsor and contribute $5,000.00 to the RDC program *Growing Jobs in Northern New Mexico: An Economic Development Training Initiative* in 2013.

ii. For its contribution and sponsorship the County will receive:

a. Improved skills for local leaders in understanding and supporting economic development activities that are practical and possible for northern New Mexico;
b. Enhanced importance of the public sector's support role in economic development from a principles, practice and professional approach;
c. Presentation of a customized training program locally that is extremely cost- and effective method of training local leaders to work as a team in economic development;
d. Development of a cohesive economic development strategy for the northern New Mexico region with a strong consensus;
e. Increased job growth and employment opportunities in northern New Mexico on a short-term and long-term basis with a knowledge of how to build for the future; and
f. Invitation to the Santa Fe Board of County Commissioners and County staff to attend *Growing Jobs in Northern New Mexico: An Economic Development Training Initiative,* free of charge.

B. The RDC shall:

i. Develop and conduct *Growing Jobs in Northern New Mexico: An Economic Development Training Initiative* in 2013.
ii. Conduct a presentation before the Santa Fe County Board of County Commissioners (BCC) regarding the value and benefit of the RDC program *Growing Jobs in Northern New Mexico: An Economic Development Training Initiative* and encourage the BCC's participation in the program.
iii. The RDC program will consist of workshops in a series and will cover different economic development topics and each workshop will be a full day, with 2-3 hour morning and afternoon sessions. Key training topics will include base analysis skills development; creating economic development vision and mission goals; methods for establishing strategies and raising funds; connecting local economic development programs with municipal policies; and setting programs and policies to support local industry.

3. Term

This MOA shall expire on June 30, 2014, unless earlier terminated pursuant to Paragraph 4 or 5 below.

4. Termination

This MOA may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. Appropriations and Authorizations

This MOA is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the RDC. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the RDC for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the RDC in any way or forum, including a lawsuit

6. Liability

Neither party shall be liable for any claim, action demand, suit or judgment arising from the other party's performance under this MOA or the performance of the of the other parties' agents, officers, employees, representatives and subcontractors. Both parties shall only be liable for any claim, action, demand, suit or judgment arising from its own performance under this MOA or the performance of its own agents, officers, employees, representatives and subcontractors.

7. Status of County and the RDC

The County and the RDC are separate legal entities. The RDC and its employees and agents are not employees or agents of the County. The County's agents and employees are not employees of the RDC. No powers of the County, expressed or implied, shall be granted to the RDC on behalf of the County.

8. New Mexico Tort Claims Act

By entering into this MOA, the County is not be responsible for any liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement by the County is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The County and its "public employees" as defined in the New Mexico

Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

9. Third Party Beneficiaries

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

10. Amendment

This MOA shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

11. Notices

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

To the Regional Development Corporation:

Attn: Kathy Keith, Executive Director
Regional Development Corporation
706 Bond Street
Española, New Mexico 87532

To Santa Fe County:

Santa Fe County
Attn: Santa Fe County Manager
102 Grant Avenue
Santa Fe, New Mexico 87504

12. Confidentiality

Any confidential information provided to or developed by either party in the performance of this MOA shall be kept confidential and shall not be made available to any individual or organization by the other party without the prior written approval of the other party.

13. Conflict of Interest

Both parties warrant that they presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this MOA.

14. Assignment; Subcontracting

Neither party shall assign or transfer any interest in this MOA or assign any claims for money due or to become due under this MOA without the prior written approval of the other party.

15. Release

Both parties release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this MOA. The parties agrees not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

16. Records and Audit

Both parties will maintain records related to this Agreement for three (3) years from the expiration or termination of this Agreement. These records shall be subject to inspection and audit by the County and State Auditor.

17. Applicable Law

This MOA shall be governed by the laws of the State of New Mexico.

18. Survival

The provisions of following paragraphs shall survive termination of this MOA; LIABILITY, NEW MEXICO TORT CLAIMS ACT, THIRD PARTY BENEFICIARIES, CONFIDENTIALITY, RELEASE; RECORDS AND AUDIT, AND APPLICABLE LAW.

IN WITNESS WHEREOF, the parties set their hands.

SANTA FE COUNTY

Katherine Miller

Katherine Miller, Manager

Date 8.13.13

Approved as to form

Stephen C. Ross, County Attorney

Date July 31, 2013

Finance Department

Teresa C. Martinez, Director

Date 8/5/2013

REGIONAL DEVELOPMENT CORPORATION (RDC)

Kathy Kahn, Executive Director

(signature and title)

Date August 2, 2013