MEMORANDUM OF UNDERSTANDING BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE FOR TERRAIN MAPPING AND ORTHOPHOTOGRAPHY

ITEM # 15-0216

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered on this 25th day of March 2015, by and between Santa Fe County (hereinafter referred to as "the County"), a New Mexico political subdivision, and the City of Santa Fe, New Mexico (hereinafter referred to as "the City").

WHEREAS, in the spirit of cooperation, mutual respect and service to the residents of Santa Fe County and the City of Santa Fe, this Agreement confirms the parties' commitment and mutual cooperation which recognizes that the partnering activities between government entities may produce community benefits beyond what might be produced independently; and

WHEREAS, the County utilizes terrain mapping and orthophotography to support County business functions including real property assessment, terrain management, land development code compliance, project and infrastructure planning, floodplain mapping, stormwater management, vegetation analysis, land use and community planning activities; and

WHEREAS, the County has procured light detection and ranging (LiDAR) data for approximately 2,600 to 3,400 square miles within north central New Mexico as well as Digital Orthophotography Imagery (DOI) and the City of Santa Fe has similar needs and uses for these types of data and wishes to partner with Santa Fe County to assist in funding a portion of the LiDAR and DOI projects in exchange for sharing of this data; and

WHEREAS, the purpose of this MOU is to provide the duties and responsibilities of the City and County with respect to the expenditure and management of the terrain mapping and orthophotography project.

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

1. DUTIES OF THE PARTIES

A. The County shall:

1) Serve as a fiscal agent for the funds identified in this Agreement and maintain all financial records pertaining to the program and expenditure of funds.

2) Provide copies of the collection, production and delivery data of the 2014 LiDAR Project to the City. The data shall include:

   a. Classified LiDAR point clouds;
   b. TIN-based DTMs;
   c. Bare-earth DEM;

d. Breaklines;
e. Contours; and
f. Documentation of system calibration, collection and processing methods, survey methods, Quality Assurance (QA), Accuracy Testing and Reporting, and metadata

3) Provide to the City Digital Ortho Imagery (DOI) of the 2014 Orthophotography Project to include:

a. Photo index consisting of ESRI shapefiles of photo center points and "footprint" polygons; and
b. Digital orthophotography: One set of the DOI raster image data files in both ECW and TIFF file formats and associated world files and metadata file(s) provided on an external hard drive.

B. The City shall:

1) Within sixty (60) days of the execution of this Agreement, provide funding in the amount of Seventy Five Thousand Dollars ($75,000.00) to supplement the cost of the County's 2014 LiDAR and DOI projects.

2. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 3 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract for one (1) additional year upon the approval of the County. The County may exercise this option by submitting a written notice to the City that the Agreement will be extended an additional year. The notice must be submitted to the City at least sixty (60) days prior to expiration of the initial Agreement.

3. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify nor void any obligations incurred prior to termination. The City may not by such termination avoid its obligation to reimburse the County for unavoidable and appropriate costs to which the County was obligated prior to termination by the City. The County will request reimbursement for such unavoidable and appropriate costs in accordance with Paragraph 1.B.1).

4. LIABILITY

Neither party shall responsible for 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 is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, *et seq.,* NMSA 1978, as amended.

5. AMENDMENT

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

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given from one party to the other. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

7. GOVERNING LAW

This Agreement shall be governed by, and constructed in accordance with, the laws of New Mexico.

8. ACCOUNTABILITY

During the term of this Agreement and for a period of three (3) years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including federal, state or local authority during regular business hours.

9. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

10. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and the County and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the parties.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below.

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

4.9.15
Date

APPROVED AS TO FORM

Gregory S. Shaffer
Santa Fe County Attorney

2/11/15
Date

FINANCE DEPARTMENT

Teresa C. Martinez
Santa Fe County Finance Director

4.9.15
Date

CITY OF SANTA FE:

Javier Gonzales, Mayor

4/3/15
Date

ATTEST

Yolanda Y. Vigil, City Clerk
CC mtg 3/25/15

4-6-15
Date

APPROVED

Oscar S. Rodriguez, City Finance Director

4-2-15
Date

APPROVED AS TO FORM:

Kelley Brennan, City Attorney

2/23/115
Date