

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE**

ITEM # 14-1156

THIS MEMORANDUM OF UNDERSTANDING is entered on this 19th day of November 2014, by and between Santa Fe County (hereinafter referred to as "County"), a New Mexico political subdivision, and the City of Santa Fe, (hereinafter referred to as the "City").

WHEREAS, there is a lack of dedicated soccer fields for youth and adults in Santa Fe;

WHEREAS, the soccer fields in the MRC soccer valley are in need of drainage repair as well as general upgrades and renovations;

WHEREAS, the City submitted a proposal for the improvement of the MRC fields;

WHEREAS, the County desires to assist the City of Santa Fe with funding to be used to renovate the soccer fields and facilities;

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

1. DUTIES OF THE PARTIES

A. The City shall:

- 1) No later than June 30, 2015, provide the County with an itemized written statement of costs and expenses incurred by the City for the purposes stated in the MOU.

B. The County shall:

- 1) Upon receipt of an itemized written statement of costs and expenses from the City, the County shall process one payment to the City for the costs and expenses incurred by the City for the renovation of the MRC fields. Payment to the City shall not exceed Five Thousand Dollars (\$5,000.00), exclusive of NM gross receipts tax.

2. NOT TO EXCEED REIMBURSEMENT

County funds to be paid under this Agreement shall not exceed Five Thousand Dollars, (\$5,000.00) exclusive of NM gross receipts tax.

3. TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on June 30, 2015 unless earlier terminated pursuant to Paragraph 4 below.

4. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to termination.

5. LIABILITY

Neither party shall be 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.

6. AMENDMENT

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

7. 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 body of the City and the County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the terminating party to the other party. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

8. GOVERNING LAW

- A. This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.
- B. Contractor shall comply with the requirements of Santa Fe County Ordinance No. 2014-1 (Establishing a Living Wage).

9. 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 any federal, state or local authority during regular business hours.

10. 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.

11. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and 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 date written below.

SANTA FE COUNTY

Katherine Miller
Katherine Miller, Manager

11-19-2014
Date

Approved as to Form:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney

11-3-14
Date

Finance Department

Teresa Martinez
Teresa Martinez, Finance Director

11/4/2014
Date

CITY OF SANTA FE:



Brian K. Snyder, City Manager

11/17/2014
Date

Attest:



Yolanda Y. Vigil, City Clerk

11-19-14
Date

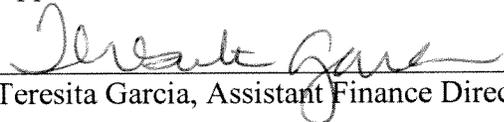
Approved:



Kelley A. Brennan, City Attorney

11/6/14
Date

Approved:



Teresita Garcia, Assistant Finance Director

11/14/14
Date

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