

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

**ITEM #** 13-0334

**THIS MEMORANDUM OF AGREEMENT** (hereinafter "Agreement") is entered on this 9<sup>th</sup> day of May 2013, 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"),

**RECITALS**

**WHEREAS**, in February 2008, the County and City passed a Joint Resolution (City of Santa Fe Resolution No. 2008-26 and County of Santa Fe Resolution 2008-5) establishing a food policy and creating the Advisory Council on Food Policy;

**WHEREAS**, the Council on Food Policy is responsible for the integration of all departments of the County and City and non-profit organizations and food and farming businesses, to improve the availability of safe and nutritious food at reasonable prices for the public, especially those in need;

**WHEREAS**, in 2012, the City entered into Professional Services Contract No. 12-0650 with contractor Farm to Table to carry out the City's duties and responsibilities as described in the Joint Resolution;

**WHEREAS**, the compensation to be paid by the City to Farm to Table is \$10,000;

**WHEREAS**, the City and County wish to enter into this Agreement to provide for the expenditure of the County's financial contribution of \$8,500 toward fulfilling its duties and responsibilities as described in the Joint Resolution and to allow the City to increase compensation to Farm to Table by \$8,500 by Amendment No. 1 to Contract No. 12-0650;

**WHEREAS**, the purpose of this Agreement is to provide for the agreement and duties of the City and the County with respect to the County's financial contribution toward Farm to Table's performance of services under Contract No. 12-0650 with the City.

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

1. DUTIES OF THE PARTIES

A. The County shall:

- 1) Transfer to the City an amount not to exceed eight thousand five hundred (\$8,500.00) dollars as compensation for services provided to the City by Farm to Table pursuant to the City's Contract No. 12-0650 with Farm to Table.

B. The City shall:

- 1) Provide the County by June 30, 2013, with an itemized written statement of costs and expenses incurred by the City under Contract No. 12-0650 with Farm to Table. The statement shall contain a full description of the actual services performed and deliverables provided and completed by Farm to Table as provided in the Scope of Services under Contract No. 12-0650.

2. NOT TO EXCEED REIMBURSEMENT

County funds to be paid under this Agreement shall not exceed eight thousand five hundred (\$8,500.00) dollars inclusive of gross receipts tax.

3. TERM

This Agreement shall be effective from December 1, 2012 to June 30, 2013 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

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

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

April 4, 2013  
Date

Approved as to Form:

Stephen C. Ross  
Stephen C. Ross, County Attorney

March 29, 2013  
Date

Finance Department

Teresa Martinez  
Teresa Martinez, Finance Director

4/1/2013  
Date

CITY OF SANTA FE:

David Coss  
DAVID COSS, MAYOR

5-9-13  
Date

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
ccmtg 5-8-13

5-9-13  
Date

APPROVED AS TO FORM:

Judith Zamora  
GENO ZAMORA, CITY ATTORNEY  
4/11/13

4/11/13  
Date

APPROVED:

2  
[Signature]  
FINANCE DIRECTOR

5/9/13  
Date