

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA FE COUNTY AND
NORTH CENTRAL NEW MEXICO ECONOMIC DISTRICT**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into as of this 16 day of September, 2009, by and between **Santa Fe County**, hereinafter referred to as "the County" and the **North Central New Mexico Economic District**, hereinafter referred to as "the District".

WHEREAS, in the spirit of cooperation, mutual respect, and service to the residents of Santa Fe County, this MOU is intended to confirm a commitment and cooperation that recognizes that partnering activities between governmental entities of similar purposes may produce community and constituency benefits beyond what might be produced independently; and

WHEREAS, in December 2008 the County Growth Management Department, in conjunction with the Community Services Department, applied for a Community Development block Grant (CDBG) with the New Mexico Department of Finance and Administration (DFA) to assist with financing the construction of a new wastewater treatment plant (WWTP) for the subdivision of Valle Vista in Santa Fe County; and

WHEREAS, in April 2009 the County received notification from DFA that the County had been awarded a Community Development Block Grant in the amount of \$500,000 for the WWTP project in Valle Vista; and

WHEREAS, the New Mexico Council of Governments (COG) is a governmental entity who provides technical support and assistance to locate public bodies in administering funding received through the Community Development Block Grant; and

WHEREAS, the County desires to enter into this MOU with the District, a member of COG, for technical support and assistance in administering the CDBG funding received from DFA for the construction of the WWTP for Valle Vista in Santa Fe County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties mutually agree as follows:

1. SCOPE OF SERVICE

A. The District shall:

1. Assist the County in conducting public hearings, including but not limited to advising the County on the appropriate subject matter for the required public notices by reviewing public notices prior to advertisement or distribution and provide technical assistance for the required documentation pertaining to citizen input.
2. Assist and provide technical support to the County in preparing the Environmental Review Record for all activities associated to the project; advise the County on the proper forms, documentation, notices and correspondence that is required to address the environmental needs,

concerns or outcome of the project; assist the County in preparing the proper reporting/documentation needed for submittal to all governing bodies regarding the project's environmental outcome or status (i.e., Local Government Division, New Mexico Department of Finance and Administration,, Historical Preservation Division, New Mexico Department of Cultural Affairs and other governing bodies).

3. Provide technical support to the County in establishing the Project files. Advise the County throughout the Project to insure that all complete and necessary documentation is being retained in the required timely fashion (i.e., cash receipts and disbursement journal, ledgers, weekly payrolls, fair housing, Section 3, anti-displacement, etc.)

4. If applicable, assist the County in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.)

5. Advise the County on how to obtain clearance for the Projects Contractor's and Subcontractor's from the State of New Mexico.

6. Assist and provide the County with technical support pertaining to the audit of weekly payrolls for Contractor personnel.

7. Advise the County on proper monitoring of Construction to insure compliance with Equal Opportunity and Labor Standards Provisions.

8. Provide technical assistance to the County relating to progress inspections, certification of payment requests, final inspection and required documentation.

9. Assist the County in preparing close-out documents to include, at a minimum, Project Completion Report, Final Wage compliance Report, and Certificates of Completion.

2. FUNDING

In consideration of its obligations under this MOU the County shall pay the District in an amount that shall not exceed \$9, 105.00, exclusive of gross receipts tax. The County shall pay the District in accordance with the cost schedule attached hereto as "Exhibit A."

The District acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the times or services, the County shall pay the late payment charges of one and one-half percent (1.5%) per month , until the amount due is paid in full.

3. EFFECTIVE DATE AND TERM

This Memorandum of Understanding shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on June 30, 2011, unless terminated pursuant to Paragraph 5 TERMINATION, of this Memorandum of Understanding below. Upon mutual agreement of the parties, this Memorandum of Understanding may be extended for one (1) additional year. Such extension shall be in writing and executed on or before the expiration date of June 30, 2011.

4. PERSONNEL

A. The District represents that it has, or will secure at its own expense, all personnel required to perform all of the services required of it under this MOU. Such personnel shall not be employees, nor agents of, or have any contractual relationships, with the County.

B. The County represents that all services required of it hereunder will be performed by the County or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

5. TERMINATION

This Memorandum of Understanding 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.

6. LIABILITY

Neither party shall be responsible for sanctions or fines assessed against the other party as a result of the other party's violation or alleged violation of requirements applicable to the performance of this Memorandum of Understanding. Each party shall be liable for its actions or failure to act in accordance with this Memorandum of Understanding, subject to the immunities and limitations of the New Mexico Tort Claims Act.

7. AMENDMENT

This Memorandum of Understanding shall not be altered, changed, or amended except by an instrument in writing, signed upon by both parties.

8. INTEGRATION CLAUSE

This Memorandum of Understanding incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matters hereof, and all such covenants, agreements and understandings have been merged into this written Memorandum of Understanding. No prior MOU or agreement, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Memorandum.

9. APPLICABLE LAW; VENUE

This Memorandum of Understanding shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The parties agree that the exclusive forum for any litigation between them, arising out of or related to this MOU shall be in the First Judicial District Court of New Mexico, located in Santa Fe County.

10. APPROPRIATIONS AND AUTHORIZATIONS

This MOU is contingent upon sufficient appropriations and authorizations being made for performance of this MOU by the Board of County Commissioners of the County and the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this MOU shall terminate upon written notice by the County to the District. Such termination shall be without penalty to the County and the County shall have no duty to reimburse the District for expenditures made in the performance of this MOU. 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 MOU shall be final and not subject to challenge by the District in any way or forum, including a lawsuit.

11. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

12. NEW MEXICO TORT CLAIMS ACT

No provision of this MOU modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq.

13. NOTICES

All notices required to be given to the County under this MOU shall be mailed to:

COUNTY OF SANTA FE:

Attn: Attorney's Office
County of Santa Fe
P.O. Box 276
Santa Fe, NM 87504-0276

**NORTH CENTRAL NEW
MEXICO ECONOMIC
DEVELOPMENT DISTRICT:**

Attn: North Central New Mexico Economic
Development District (District 2)
Barbara Deaux, Executive Director
1600 St. Michaels Dr., Bldg T 40
Santa Fe, NM 87505
Phone: 505-827-7313
Fax: 505-827-7414

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

SANTA FE COUNTY



[Signature]

Roman Abeyta,
Santa Fe County Manager

8/28/09
Date

APPROVED AS TO LEGAL FORM:

[Signature]

Stephen C. Ross,
Santa Fe County Attorney

8-18-09
Date

FINANCE DEPARTMENT APPROVAL:

[Signature]

Teresa C. Martinez,
Santa Fe County Finance Director

8/24/09
Date

NORTH CENTRAL NEW MEXICO ECONOMIC
DEVELOPMENT DISTRICT (DISTRICT 2):

[Signature]

Signature

9/16/09
Date

Print name and title

85-0200595
FEDERAL IDENTIFICATION NO.

Service	Director		Planner		Total
	Hours	Rate	Hours	Rate	
A. Assist the Grantee in conducting public hearings, including but not limited to advising the Grantee on the appropriate subject matter for the required public notices, reviewing public notices prior to advertisement or distribution and provide technical assistance for the required documentation and provide technical assistance for the required documentation pertaining to citizen input.	3	\$ 90	3	\$ 45	\$ 405
B. Assist and provide technical support to the Grantee in preparing the Environmental Review Record for all activities associated to the Project; advise the Grantee on the proper forms, documentation, notices and correspondence that is required to address the environmental needs, concerns or outcome of the Project; assist the Grantee in preparing the proper reporting/documentation needed for submittal to all governing bodies regarding the Project's environmental outcome or status (i.e., Local Government Division, New Mexico Department of Finance and Administration; Historical Preservation Division, New Mexico Department of Cultural Affairs and other governing bodies).	8	\$ 90	40	\$ 45	\$ 2,520
C. Provide technical support to the Grantee in establishing the Project files. Advise the Grantee throughout the Project to insure that all complete and necessary documentation is being retained in the required timely fashion (i.e., cash receipts and disbursement journal, ledgers, weekly payrolls, progress reports, fair housing, section 3, anti-displacement, etc.). Meet with the Grantee quarterly to review the Project files and documentation.					\$ -
D. If applicable, assist the Grantee in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.)	1	\$ 90	1	\$ 45	\$ 135

E. Advise the Grantee on how to obtain clearance for the Projects Contractor's and Subcontractors from the State of New Mexico.	1	\$	90	2	\$	45	\$	180
F. Assist and provide the Grantee with technical support pertaining to the audit of weekly payrolls for Contractor personnel.	10	\$	90	52	\$	45	\$	3,240
G. Advise the Grantee on proper monitoring of Construction to insure compliance with Equal Opportunity and Labor Standards Provisions.	2	\$	90	20	\$	45	\$	1,080
H. Provide technical assistance to the Grantee relating to progress inspections, certification of payment requests, final inspection and required documentation.	4	\$	90	8	\$	45	\$	720
I. Assist the Grantee in preparing close-out documents to include at a minimum Project Completion Report, Final Wage Compliance Report, and Certificates of Completion.	5	\$	90	5	\$	45	\$	675
Personnel Services (Salary, benefits, overhead, telephone, in town travel)	34	\$	3,060	131	\$	5,895	\$	8,955
Supplies (Paper, Xerox, photography, posters)							\$	150
Total							\$	9,105