

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND THE TOWN OF EDGEWOOD**

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is entered into on the 18th day of March, 2024, between Santa Fe County (the “County”), a political subdivision of the state of New Mexico, and the Town of Edgewood (the “Town”), a local public body, 171-A State Highway 344, Edgewood, New Mexico 87015.

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

WHEREAS, this Agreement is exempt from the provisions of the Procurement Code, NMSA 1978, Section 13-1-98(A); and

WHEREAS, the Town through the Town’s Library, provides the County with programs that promote reading and literacy, and is committed to improving opportunities for community members to enhance their cultural and leisure activities; and

WHEREAS, the County desires to assist the Town to continue to provide these library programs.

NOW, THEREFORE, THE PARTIES AGREE:

1. AGREEMENT

The Town, through the Edgewood Community Library, will perform the following:

- a) Promote reading, literacy, and the dissemination of information free of charge to the general public,
- b) Promote the appreciation of culture and the arts,
- c) Inform the community about library’s collections and services,
- d) Preserve and teach about the local history and the environment,
- e) Cover issues of current local interest to residents, and
- f) Invoice the County by June 30, 2024.

2. COMPENSATION

A. The total compensation to be paid under this Agreement will not exceed \$25,000.00, inclusive of NM GRT.

B. All payments under this Agreement will be paid as reimbursement for operational costs incurred by the Town’s Edgewood Community Library. In order to be reimbursed the Edgewood Community Library must submit a fund requisition with documentation in support of each budgetary category and operational expense. The documentation must include the original or certified copies of invoices, vouchers, budgetary and other restrictions or expenses.

C. Reimbursement will be made upon receipt of a detailed, certified invoice supporting operational costs incurred by the Edgewood Community Library. Thirty business days will be allowed for payment after receipt of the reimbursement request or invoice.

D. Payment under this Agreement will not foreclose the right of the County to recover any excessive or illegal payments.

3. EFFECTIVE DATE AND TERM

This Agreement will become effective on the date of last signature by the parties and will terminate one year from such date, unless earlier terminated under to Section 4 (Termination) or Section 14 (Appropriations). The term may be extended for one year by mutual agreement of the parties. The extension must be by written amendment.

4. TERMINATION

A. Termination of Agreement. This Agreement may be terminated by the County upon written notice to the Town at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

B. Termination of Agreement for Cause. If a party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if a party violates any of the agreements or terms of this Agreement, the non-breaching party will have the right to suspend or terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof. Notwithstanding the above, no party will be relieved of liability to the other party for damages sustained because of any breach of this Agreement.

5. PERSONNEL

A. The Town represents that it has all the personnel required to perform the services under this Agreement. Such personnel will not be County employees of or have any contractual relationship with the County.

B. All services required hereunder will be performed by the Town's Community Library and all personnel engaged in the services must be qualified and authorized under state and local law to perform such services.

6. ASSIGNMENT

The Town must not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

7. SUBCONTRACTING

The Town must not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

8. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to and does not create any rights in any persons or party not a party to this Agreement.

9. RELEASE

Final payment of the amounts due under this Agreement will operate as a release of the County, its officers and employees, from all liabilities, claims and obligations arising under this Agreement.

10. LIABILITY

Neither party will be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1.

11. AMENDMENT

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

12. INTEGRATION CLAUSE

This Agreement incorporates all the understandings and agreements between the parties and all such understandings are merged into this Agreement. No prior understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

13. APPLICABLE LAW; VENUE

This Agreement will be construed in accordance with the laws of the State of New Mexico. The Town and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement will be the State District Court of New Mexico, First Judicial District, located in Santa Fe County.

14. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Board of County Commissioners and 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 will terminate

upon written notice by the County to the Town. Such termination will be without penalty to the County, and the County will not be obligated to reimburse the Town 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 will be final and not subject to challenge by the Town.

15. FAX or ELECTRONIC SIGNATURES

The parties hereto agree that a fax or electronic signature has the same force and effect as an original.

16. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement 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, § 41-4-1.

17. PROHIBITED ACTIVITY

The Town is prohibited from using funds provided under this Agreement for political activities; sectarian or religious activities; lobbying, or political patronage.

18. RECORDS AND FINANCIAL AUDIT

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement, the Town agrees to (i) maintain such books and records during the term of this Agreement and for a period of 6 years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement, the Town also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of 6 years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

19. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

20. EQUAL OPPORTUNITY COMPLIANCE

The Town agrees to abide by all federal and state laws, rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Town assures that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed under this Agreement. If the Town is found not to be in compliance with these requirements during the life of this Agreement, the Town agrees to take appropriate steps to correct these deficiencies.

21. INVALID TERM OR CONDITION

If any term or condition of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected and will be valid and enforceable.

22. NOTICES


Any notice required by this Agreement must be given in writing to the parties designated below. Notice will be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

For Town of Edgewood: Kenneth Brennan, Mayor
Town of Edgewood
171-A State Highway 344
Edgewood, New Mexico 87015
Phone: 505-286-4518

For County: Santa Fe County Community Services Department
Attn: Rachael O’Conner, Director
100 Catron Street
Santa Fe, NM 87501
Phone: 505-670-5333

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

SANTA FE COUNTY:



Gregory S. Shaffer
Santa Fe County Manager

3/18/2024

Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

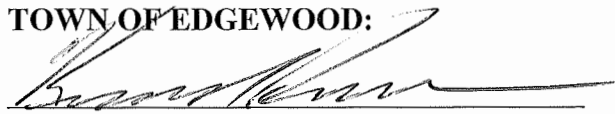
October 16, 2023
Date

Finance Division

N/A
Yvonne S. Herrera,
Finance Director

N/A
Date

TOWN OF EDGEWOOD:


Kenneth Brennan
Town of Edgewood Mayor

3-13-24
Date