

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA FE COUNTY AND THE
SANTA FE COMMUNITY COLLEGE
CONCERNING THE LANDSCAPING
OF THE ROUNDABOUT AT RICHARDS AVENUE AND
THE COLLEGE'S MAIN ENTRANCE ON RICHARDS AVENUE**

WHEREAS, Santa Fe Community College ("SFCC") is constructing a new roundabout on Richards Avenue at the intersection with the SFCC campus' main entry road;

WHEREAS, the roundabout will be located within the Richards Avenue Public Roadway Easement, as defined on the Dedication Plat Richards Avenue Corridor recorded in the records of Santa Fe County on January 6, 1989 in Plat Book 194, page 35, the easement recorded in the records of Santa Fe County as instrument number 1642108, and in Santa Fe County Resolution No. 2011-99;

WHEREAS, the roundabout structure will be maintained by Santa Fe County (the "County") as a public roadway improvement;

WHEREAS, SFCC has a vested interest in the aesthetics of the roundabout as the main entrance to their campus and desires to install and maintain the needed landscape of the roundabout;

WHEREAS, the Parties agree to the following terms regarding the landscaping to be located at the roundabout at Richards Avenue and the SFCC campus entry road.

NOW THEREFORE, the Parties enter into this Memorandum of Understanding (MOU) as follows:

IT IS THEREFORE AGREED, AS FOLLOWS:

SECTION I: SFCC OBLIGATIONS:

1. SFCC shall provide a completed landscape Plan to the County for its review and approval as requested by the County.
2. Following the review and if after review of the plan the County approves the landscape plan, SFCC will landscape the roundabout island at its sole expense.
3. SFCC will maintain the landscaping at its expense after its completion and as long as it is operating at its current location at 6401 Richards Avenue, Santa Fe, New Mexico, 87508.

4. In order to maintain the landscape of the roundabout SFCC will extend an irrigation line from their property into the roundabout within the public roadway easement.

SECTION II: NEW MEXICO TORT-CLAIMS ACT:

As between the County and SFCC, neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of New Mexico Tort Claims Act (Section 41-4-1, et seq. N.M.S.A. 1978) and any amendments thereto. By entering into this MOU, the County and SFCC do not waive any sovereign immunity, nor do they waive any limitation(s) of liability pursuant to law. No provision in this MOU modifies or waives any provision of the New Mexico Tort Claims Act.

SECTION III: SCOPE OF AGREEMENT:

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

SECTION IV: TERMS OF THIS AGREEMENT:

The terms of this MOU are lawful and performance of all duties and obligations herein shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION V: SEVERABILITY:

In the event that any portion of this MOU is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this MOU shall remain in full force and effect.

SECTION XIII: AMENDMENT:

This MOU shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

SECTION XIV: APPROPRIATIONS:

Notwithstanding the foregoing, if sufficient appropriations are not made to SFCC for performance of this MOU, SFCC may terminate this MOU.

By: Katherine Miller
Katherine Miller, Santa Fe County Manager

Attest:

Valerie Espinoza, County Clerk

Approved as to form:

Stephen C. Ross
Stephen C. Ross, County Attorney
scross

SANTA FE COMMUNITY COLLEGE

By: _____
Shiela Ortego, President SFCC

Attest:

Attest:

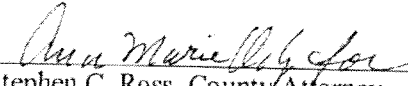
Meridee Walters, Vice President of Finance and Administration

By: _____
Katherine Miller, Santa Fe County Manager

Attest:

Valerie Espinoza, County Clerk

Approved as to form:



Stephen C. Ross, County Attorney
scross

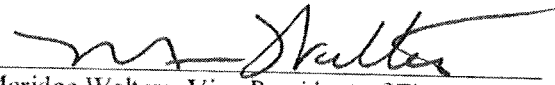
SANTA FE COMMUNITY COLLEGE

By: 

Sheila Ortego, President SFCC
Attest:



Attest:



Meridee Walters, Vice President of Finance and Administration