

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 29th day of April, 2009, by and between Santa Fe County ("COUNTY") and the City of Santa Fe, a municipal corporation ("CITY").

RECITALS:

The City and the County entered into a Grant of Easement on June 27, 2007. The County granted and conveyed to the City a cable easement for audio/video feed from Santa Fe City Hall to Comcast for purposes of the government PEG Channel. The City shall provide access to the government PEG Channel to the County as consideration for this easement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**1. PURPOSE.**

A. This Memorandum of Understanding is to formalize the understanding between the City and the County regarding services to be provided by the City to the County in exchange for the grant of easement across County property for the installation of a fiber optic line to City Hall.

B. The City and the County desire to formalize their understanding regarding Santa Fe Government Television (SFGTV) public access Channel 28.

2. SCOPE.

A. The City will continue to provide the County with 24 hours of broadcast time every Tuesday on SFGTV Channel 28 in exchange for the fiber optic easement on County property.

B. The City will webcast the Santa Fe Board of County Commissioners live meetings the 2nd and last Tuesday of every month during work hours only (8:00 a.m. to 5:00 p.m.).

(a) The City will allow additional County programming on SFGTV 28 at the discretion of the City with the understanding that City programming will take priority over County programming.

(b) The City will allow County programming to be webcast during workday hours only (8:00 a.m. to 5:00 p.m.), at the discretion of the City and with the following condition:

i. The County will give at least 72 hours notice before the date requested for a webcast.

ii. City programming will take priority over County programming.

C. The County will compensate the City with half of the annual fee required to webcast.

3. LIABILITY. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement

4. NEW MEXICO TORT CLAIMS ACT. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omission 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, NMSA 1978, §§41-

4-1, et seq., as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the party's liabilities as governed by common law or the New Mexico Tort Claims Act. The County and its "public employees" as defined in the New Mexico Tort Claim Act, and the City and its "public employees" as defined in the New Mexico Tort Claim Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

5. **THIRD PARTY BENEFICIARIES.** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

6. **AMENDMENT.** This Memorandum of Understanding shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

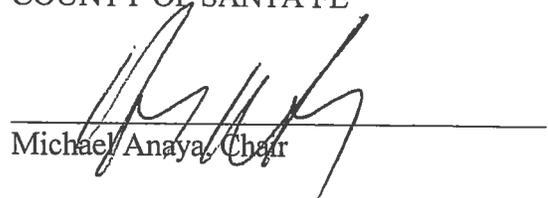
CITY OF SANTA FE



David Coss, Mayor

DATE: 5/4/09

COUNTY OF SANTA FE



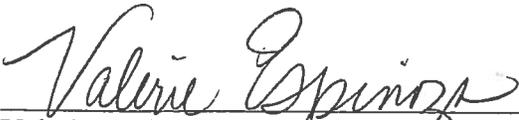
Michael Anaya, Chair

DATE: _____

ATTEST:

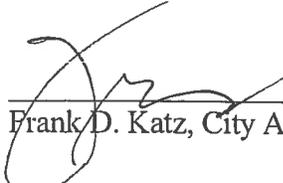
Yolanda Y. Vigil, City Clerk

4-29-09
CC Mtg.



Valerie Espinoza, County Clerk

APPROVED AS TO FORM:



Frank D. Katz, City Attorney



Stephen C. Ross, County Attorney

APPROVED:



David N. Millican, Finance Director

Irene/Agreements/MOU-County-City-Fiber Optic line

ITEM # 07-0455**Grant of Easement**

This Grant of Easement is made and entered into by and between the City of Santa Fe ("City") and the County of Santa Fe ("County").

RECITALS

A. The County is the owner of the tract of land situated within the County of Santa Fe, the legal description of which is attached hereto as Exhibits "A", and desires to establish a fiber optic cable infrastructure easement through the tract to allow the City of Santa Fe to send a signal to Comcast for the government portion of the PEG Channels.

B. The City and County have determined that a fiber optic line can be installed meeting applicable engineering standards.

NOW, THEREFORE, in consideration of the premises, the following agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** The County hereby grants and conveys to the city a cable easement as shown on Exhibit "A". The final location if the easement may vary slightly due to changes determined necessary by construction decisions. Construction decisions will be made in the field by the contractor. The legal description of the easement contained herein shall be modified as necessary to account for final, as-built conditions. The easement will be located on the south end of the property going 512 degrees 47 west with the length of 247.7 feet and the depth of 36 inches and width of 6 inches.
2. **Use of Easement.** The City shall use the easement to construct a direct fiber optic audio/video feed from Santa Fe City Hall to Comcast for purposes of the government PEG Channel. The City shall provide access to the government PEG Channel to the County as consideration for this easement pursuant to the Memorandum of Understanding between City and County approved on June 27th, 2007.
3. **Payment for Fiber Optic Connection by City.** The City shall pay all costs associated with the construction of the fiber optic connection. The City has entered into an agreement with Comcast Cable that delineates the roles and responsibilities relative to the construction of the fiber optic connection.
4. **Acceptance.** The City shall inspect the installation of the fiber optic line in the easement location and if acceptable, the City shall issue a letter of acceptance. The letter of agreement will be properly recorded with the City and County Clerks.

SFC CLERK RECORDED 07/11/2007

IN WITNESS WHEREOF, the parties have executed this Grant of Easement as of the 27 day JUNE of, 2007.

City of Santa Fe

David Coss
David Coss, Mayor

Date: 6/28/07

Board of County Commissioners
of the County of Santa Fe

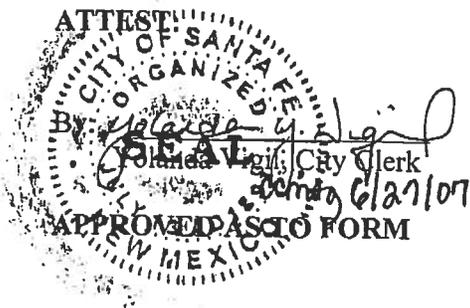
By: Virginia Vigil
Virginia Vigil, Chairperson

ATTEST:

By: Valerie Espinoza
Valerie Espinoza
County Clerk

APPROVED AS TO FORM

By: Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney



KFR

By: Frank D. Katz
Frank D. Katz, City Attorney



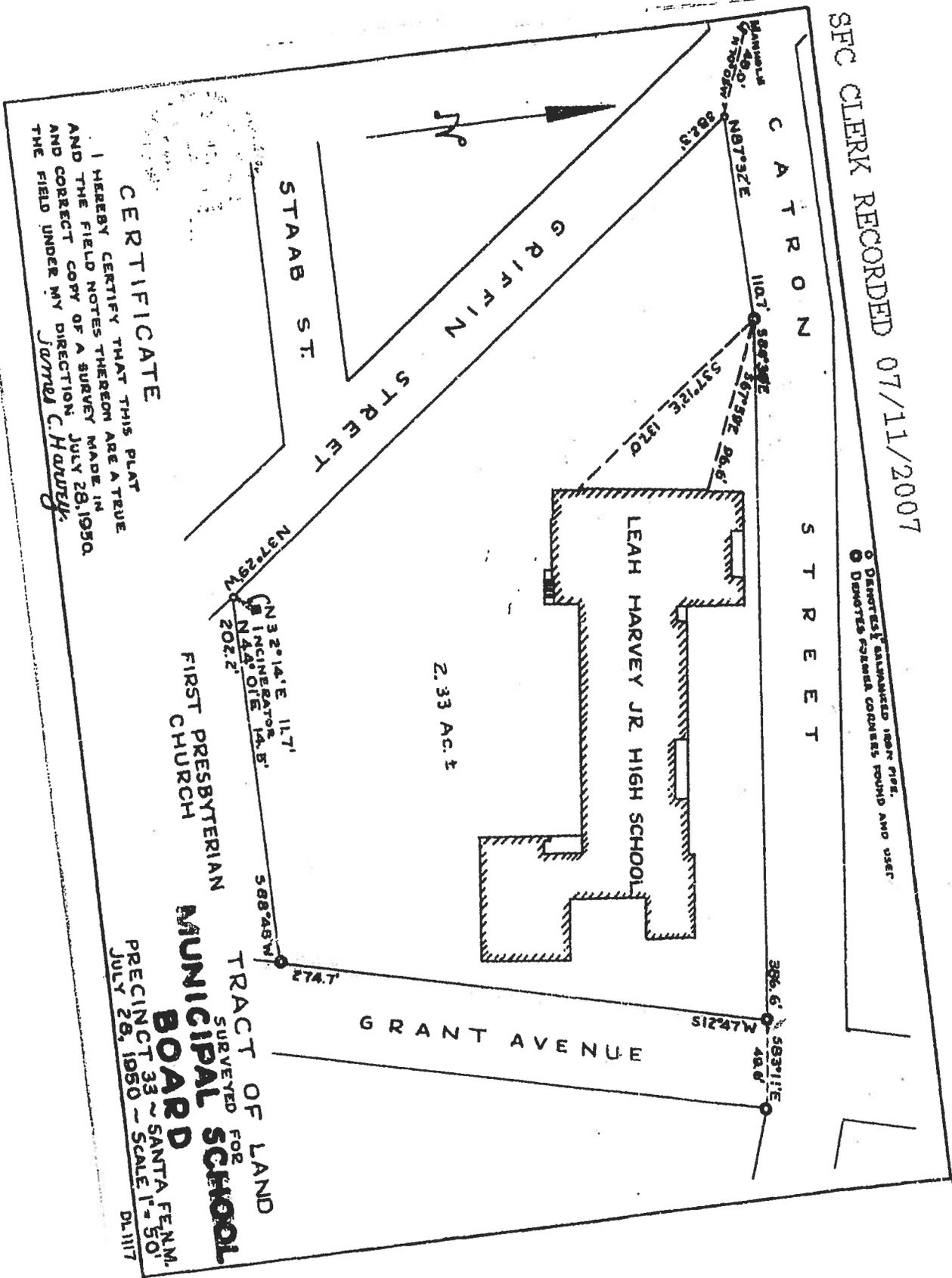
COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss EASEMENT (N/C)
PAGES: 3

I Hereby Certify That This Instrument Was Filed for
Record On The 11TH Day Of July, A.D., 2007 at 14:38
And Was Duly Recorded as Instrument # 1491320
Of The Records Of Santa Fe County

Deputy Manuela Garcia Witness My Hand And Seal Of Office
Valerie Espinoza
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 07/11/2007

0 DISTRICTS SHOWNED NEAR FILE.
0 DISTRICTS FORMER CORNERS FOUND AND USED.



CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT AND THE FIELD NOTES THEREON ARE A TRUE AND CORRECT COPY OF A SURVEY MADE IN THE FIELD UNDER MY DIRECTION
JAMES C. HARVEY

TRACT OF LAND
SURVEYED FOR
MUNICIPAL SCHOOL BOARD
PRECINCT 33 - SANTA FE, N.M.
JULY 29, 1950 - SCALE 1" = 50'
DL 1117