

**MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE** ITEM # 15-1082

**THIS MEMORANDUM OF AGREEMENT** (hereinafter, "Agreement") is entered on this the 10<sup>th</sup> day of October 2015, 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") and collectively referred to as the "Parties".

**RECITALS**

**WHEREAS**, the City and County are dedicated to the improvement and betterment of services directed towards local youth; and

**WHEREAS**, Zona del Sol was established to provide a service hub for youth and their families in the heart of the south side of the City of Santa Fe and a location where youth service providers could make their services available; and

**WHEREAS**, the Zona del Sol property owned by the City and leased to the Boys & Girls Clubs of Santa Fe is in need of interior and exterior renovations; and

**WHEREAS**, on April 28, 2015, the Santa Fe County Board of County Commissioners approved a \$50,000.00 allocation to the City of Santa Fe for improvements and renovations for the newly established Boys and Girls Clubs south side facility located at Zona del Sol; and

**WHEREAS**, the Parties agree the improvements described by this Agreement is of mutual interest and benefit to the County and City and that the \$50,000.00 allocation will be expended to improve City-owned property.

**NOW, THEREFORE, the Parties mutually agree as follows:**

**1. DUTIES OF THE PARTIES**

**A. The City shall:**

No later than June 30, 2016, provide the County with an invoice for expenses incurred by the City for the acquisition and installation of playground equipment the Zona Del Sol south side Boys and Girls Club facility.

**B. The County shall:**

Upon receipt of an invoice from the City, the County shall process one payment to the City for the costs incurred for the renovations and improvements to the Zona Del Sol facility. Payment to the City shall not exceed Fifty Thousand Dollars (\$50,000.00), inclusive of NM gross receipts tax.

**2. NOT TO EXCEED REIMBURSEMENT**

County funds to be paid under this Agreement shall not exceed Fifty Thousand Dollars, (\$50,000.00), inclusive of NM gross receipts tax.

**3. TERM AND TERMINATION**

This Agreement shall, upon due execution by all Parties, become effective as of the date first written above and shall terminate on June 30, 2016 unless earlier terminated as indicated below or extended by the mutual written agreement of the Parties.

This Agreement may be terminated by either Party upon delivery of a 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 or avoid any obligations incurred prior to the date of termination, including reimbursing the City for costs incurred for renovations and improvements to the Zona Del Sol south side Boys and Girls Club facility.

**4. ASSIGNMENT**

The County or City shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other Party. Any attempted assignment or transfer without the other Party's advance written approval shall be null and void and without any legal effect.

**5. 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 this MOA. Each Party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq. and as amended. The County, City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to law. No provision in this MOA modifies or waives any provision of the New Mexico Tort Claims Act.

**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 and the ordinances of the City of Santa Fe.

**9. ACCOUNTABILITY**

During the term of this Agreement and for a period of three (3) years thereafter, each Party 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. SUCCESSORS AND ASSIGNS:**

This Agreement will inure to the benefit of the Party's successors or assigns.

**12. ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties 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 unless such amendments are in writing and signed by the Parties.

**13. NOTICES**

Any notice required by this Agreement shall be given in writing to the Parties designated below. Notice shall 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.

City: Brian Snyder, City Manager  
City of Santa Fe  
P. O. Box 909  
Santa Fe, New Mexico 87504-0909

County: Katherine Miller, County Manager  
Santa Fe County  
P. O. Box 276  
Santa Fe, New Mexico 875010-0276

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date written below.

**SANTA FE COUNTY**

Katherine Miller  
Katherine Miller, County Manager

8.25.15  
Date

Approved as to form:

Gregory S. Shaffer  
Gregory S. Shaffer, County Attorney

8/21/15  
Date

Finance Department

Carole H. Jaramillo  
Carole H. Jaramillo, Finance Director

8/25/15  
Date

**CITY OF SANTA FE:**

Javier M. Gonzales  
Javier M. Gonzales, Mayor

10/22/15  
Date

Attest:

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk  
cc mtg. 10/14/15

10.22.15  
Date

Approved as to form:

  
\_\_\_\_\_  
Kelley A. Brennan, City Attorney

9/1/15  
\_\_\_\_\_  
Date

Approved:

  
\_\_\_\_\_  
Oscar S. Rodriguez, Finance Director

10-19-2015  
\_\_\_\_\_  
Date

