

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND
THE CITY OF SANTA FE
FOR THE DRAINAGE IMPROVEMENTS ON W. ALAMEDA,
SANTA FE, NEW MEXICO**

This Memorandum of Agreement is made and entered into on this 15th day of February, 2018, by and between the City of Santa Fe (the "City") and Santa Fe County (the "County") for the W. Alameda Drainage Improvements Project (the "Project"). 1.

1. SCOPE OF SERVICES AND RESPONSIBILITIES OF THE PARTIES

A. The annexation of June 6, 2013, included the area of W. Alameda from Print Farm Road to Siler Road in Santa Fe.

B. According to the *Roadway Improvements Memorandum of Understanding Between the County of Santa Fe and the City of Santa Fe (Item #13-0414)* entered into on June 10, 2013, the City and County "agree to make drainage improvements to Alameda Road in Phase II of Annexation. The parties agree to share the costs of such drainage improvements." The City and County agree that completion of a scoping report is needed to determine the extent of drainage improvements needed and preparation of a cost estimate for both design and construction of the drainage improvements on W. Alameda. The County has funding budgeted for the initial scoping report and wishes to transfer half of the budgeted amount to the City for implementation of drainage improvements by the City.

2. COMPENSATION

A. The County will disburse its share of the funds budgeted for the scoping report. The cost of the completion of the scoping report will be determined through the solicitation of quotes by the City.

B. The City and the County will agree on the design consultant prior to execution of a professional services agreement for completion of the scoping report. The City and the County will equally share the cost for completion of the scoping report for W. Alameda, the cost for which will not exceed fifty thousand dollars (\$50,000.00) in total. The City and County will each provide funding in the amount of twenty-five thousand dollars (\$25,000.00).

3. TERM

This Agreement shall terminate on December 31, 2021, unless earlier terminated by mutual agreement of the parties.

4. RELEASE

The County and the City release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The parties agrees not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

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 County. No person or entity 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. RECORDS AND AUDIT

The City shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the County. The County shall have the right to audit the billing both before and after payment to the consultant.

7. APPLICABLE LAW: CHOICE OF LAW: VENUE

This Agreement shall be governed by City ordinance(s) and the laws of the State of New Mexico.

8. AMENDMENT

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

9. SCOPE OF AGREEMENT

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

10. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City or County in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978. The City and County and their "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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

11. 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:

City of Santa Fe
Attn: Mayor
P. O. Box 909
Santa Fe, New Mexico 87504-0909

COUNTY:

Santa Fe County
Attn: County Manager
102 Grant Ave
Santa Fe, New Mexico 87504

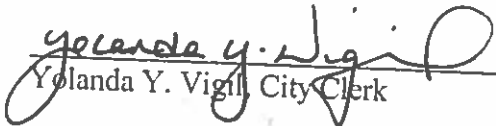
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature by the parties hereto.

CITY OF SANTA FE:


Brian K. Snyder, City Manager

02/06/2018
Date

ATTEST:


Yolanda Y. Vigil, City Clerk

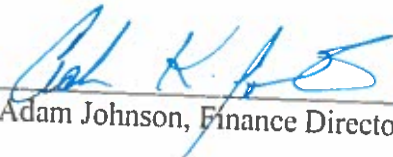
2-15-18
Date

Approved as to form:


Kelley Brennan, City Attorney

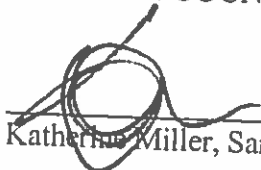
1/10/18
Date

Approved:


Adam Johnson, Finance Director

2-5-18
Date

SANTA FE COUNTY


Katherine Miller, Santa Fe County Manager

1.22.18
Date

Approved as to form:


R. Bruce Frederick, County Attorney

1-10-18
Date

Finance Department:


Stephanie Schardin Clarke, Finance Director

1/16/18
Date