

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

This Intergovernmental Memorandum of Understanding (Agreement) is entered into between the Regents of the University of New Mexico, specifically for the Joe Stell Ombudsman Program of the Utton Center located at the School of Law (UNM) and County of Santa Fe, Santa Fe, New Mexico (County).

RECITALS

- A. UNM is a state educational institution with a proven record of accomplishment in providing public education and public outreach services ("services") within the State of New Mexico;
- B. The County requires the services described in the Scope of Work attached hereto as Exhibit A; and
- C. UNM has unique capabilities and is willing to provide such services to the County, and the County is willing to pay for such services, on the terms and conditions set forth in this Agreement and Exhibit A.

NOW, THEREFORE, the parties agree as follows:

1.0. RESPONSIBILITIES OF THE PARTIES

- 1.1 UNM will perform the services described in the Scope of Work attached to and incorporated by reference in this Agreement as Exhibit A.
- 1.2 UNM will keep an accurate record of all work performed under this Agreement, and will make such records available to the County upon request.
- 1.3 UNM will maintain general liability coverage.
- 1.4 The County will fund the work to be performed by UNM according to the schedule and the fees specified in Exhibit A.
- 1.5 The County will grant UNM the access to the sites and any specialized equipment necessary to perform the Services hereunder.

2.0 LIABILITY AND WARRANTY DISCLAIMER

- 2.1 **Liability.** As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. The liability of UNM

and the County will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.

2.2 Disclaimer of Warranties. UNM MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, EXCEPT THOSE SET FORTH IN THIS AGREEMENT.

3.0 TERM AND TERMINATION

This Agreement shall become effective **January 2, 2014**, and shall terminate on December 31, 2014, unless terminated as indicated below. The period of the agreement may be extended by the mutual written agreement of both parties.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. In the event the County terminates this Agreement without cause, UNM shall be permitted to complete any deliverables then in process and the County shall pay UNM for such deliverables.

4.0 RIGHTS IN MATERIALS

4.1 UNM is the owner or licensee of any processes, know-how, data, information, technologies or templates used in the provision of the Services hereunder, or any derivatives thereto which may be developed by UNM during the term of this Agreement. The County shall not have any claims to or rights in such materials, processes, information or technologies owned or licensed by UNM.

4.2 The County will retain ownership of all reports and other written deliverables generated under this Agreement, provided, however that UNM will retain the right to use, publish and disseminate such reports internally in furtherance of UNM's educational mission.

4.3 Neither party will use the names, trademarks or logos of the other party with express written authorization from the owner.

5.0 PROPRIETARY INFORMATION

The parties do not anticipate the need to exchange proprietary or confidential information.

6.0. MISCELLANEOUS

- 6.1 **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.
- 6.2 **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.
- 6.3 **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- 6.4 **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party; provided, however, that UNM may assign this Agreement to a wholly-owned subsidiary or affiliate of UNM or any component part thereof without the consent of the County.
- 6.5 **Governing Law.** This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.
- 6.6 **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.
- 6.7 **Headings.** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.
- 6.8 **Relationship of Parties.** The parties and their respective employees are at all times acting as independent contractors. UNM and its employees will not be considered employees of the County for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of the County. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
- 6.9 **Third Parties.** 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.
- 6.10 **Exclusion from Participation in Government Programs.** Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the Services performed under this Agreement, have been excluded from participation in any government program, debarred from or un-

der any other federal program, or convicted of any offense defined in 42 U.S.C. § 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

6.11 **Notices.** Any notice required or permitted to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To UNM: University of New Mexico
Office of Sponsored Projects, Main
1700 Lomas Blvd. NE, Suite 2200, MSC01 1247
1 University of New Mexico
Albuquerque, New Mexico 87131-0001
Attn: Manager, Sponsored Projects

Payment: University of New Mexico
Contract & Grant Accounting
1700 Lomas Blvd. NE, Suite 2100, MSC01 1245
1 University of New Mexico
Albuquerque, NM 87131-0001
Ref: SP 14-0672

To County: Santa Fe County Public Utilities
PO Box 276
Santa Fe, NM 87504
Attn: Claudia Borchert

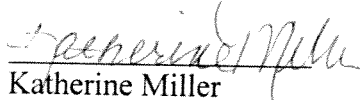
Invoicing: Same address/contact

6.12 **Binding Effect.** This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

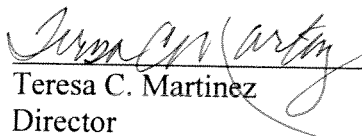
6.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

6.14 **Precedence.** In the event any inconsistencies arise between the terms of this Agreement and the terms of any schedules, task orders, exhibits, attachments or other documents attached hereto, the terms contained in the body of this Agreement shall prevail. Any additional terms or conditions proposed in a subsequent schedule, exhibit, task order, attachment or other document will not become a part of this Agreement unless accepted in writing by the authorized representatives of the parties. No purchase order, invoice, or any pre-printed terms on the County's purchase order or invoice will modify the terms of this Agreement.

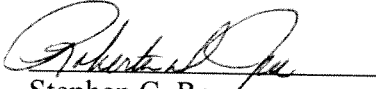
SANTA FE COUNTY

 Date 3 Feb 2014
Katherine Miller
Manager

Finance Department

 Date 2/5/14
Teresa C. Martinez
Director

Approved as to form

 Date 1/31/14
Stephen C. Ross
Santa Fe County Attorney

REGENTS OF THE UNIVERSITY OF NEW MEXICO

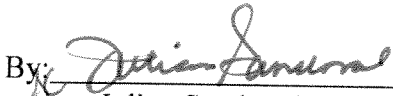
By:  Dated: 2/11/14
Julian Sandoval, Director
Finance/Payroll Systems & Restricted Accounting
14-0672

EXHIBIT A
SCOPE OF SERVICES AND FEES
(or as attached)

Deliverable	Date	Total Price
Community Outreach Labor (2.13 person months of UNM 1.0 FTE staff) A. Creation of handbook (produce and deliver advertising and 600 manuals) B. Two community meetings and 12 workshops; 12 sessions of office hours		\$ 20437
Project Expenses: Refreshments of coffee, cookies, and water served to adjudication claimants; postage and shipping; one person--in-state NM travel by personal car to Pojoaque, Nambe El Rancho, Tesuque, Chupadero, and Santa Fe (mileage and meals expense only)*; printing and binding, and advertising		8730
UNM indirect (facilities and administration)		5833
Total		\$35000

*There will be no hotel, air fare, rental car or registration expenses.