

MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA FE COUNTY AND LOS ALAMOS COUNTY

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2022, between Santa Fe County and Los Alamos County, both political subdivisions of the State of New Mexico, collectively referred to as the “Partners”.

RECITALS

WHEREAS, the parties agree that the community and economic development needs and challenges present in the local region transcends the jurisdictional boundaries of each body of government; and

WHEREAS, in this time of scarce resources the Partners agree that a unified, collaborative partnership to implement community and economic development projects is needed for cost-effective programming and stewardship of resources; and

WHEREAS, the Partners agree that a formal agreement that sets forth the terms and responsibilities of each Partner is important for the long-term viability of the partnership; and

WHEREAS, the Partners agree this MOU will formalize their partnership for each Partner’s programming and activities in accordance with the mutual agreement, responsibilities, terms of understanding and scope of this MOU; and

WHEREAS, the Partners have plans for various economic development projects, including an initial project involving broadband, on which they agree to collaborate as part of this MOU; and

WHEREAS, by this MOU the Partners wish to establish a partnership to cooperate in economic development projects and programming related to community development.

NOW, THEREFORE, the Partners agree as follows:

1. Statement of mutual cooperation by the Partners.
 - A. The Partners agree:
 - a. To fulfill the responsibilities set forth in the respective scope of work or services of each project under this MOU.
 - b. To adhere to any marketing and branding material guidelines applicable to each project under this MOU.
 - c. To each appoint a point of contact for every project under this MOU.
 - d. To designate which Partner will act as the fiscal agent for a project.

- e. To complete each project in compliance with standards and guidelines for each project under this MOU.
 - f. If grant funding is involved in a project, to adhere to all funding expenditure, invoicing, and reporting requirements of the grant funding or other funding source.
 - g. Not to independently complete or perform a project designated under this MOU unless approved in advance in writing by the other Partner.
- B. Some projects may involve written contracts with professional contractors or consultants such as professional engineers or architects. Each project description shall indicate which Partner will complete the procurement of goods or services and the applicable procurement statute or regulation that will be followed. If a project has professional services contract(s), each Partner will be entitled to a copy or duplicate of all contractor deliverables completed by the contractors or consultants for every project under this MOU, subject to any reservation of copyright, trademark or use by the contractor or consultant as provided in the respective written professional services contract.
- a. Any procurement of goods or services for a project by Partner Santa Fe County shall be completed pursuant to NMSA 1978, §13-1-135 (A) of the New Mexico Procurement Code and applicable provisions of the Santa Fe County Purchasing Regulations and Policy Manual.
2. Amendments. The terms and conditions stated in this MOU shall not be altered, changed, or amended except by an instrument in writing executed by the Partners.
3. Effective Date and Term. The term of this MOU shall be effective upon the date of last signature by the Partners (the Effective Date), and the initial term shall be three years from the Effective Date, or until earlier terminated by either Partner by providing 30-days written notice to the other Partner. The Partners may agree to extend the term of this MOU by written amendment executed by the Partners.
4. New Mexico Tort Claims Act. No provisions of this MOU modifies or waives any sovereign immunity or limitation of liability enjoyed by either Partner or any of their public employees in common law or under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq. Any liability on the part of either Partner is subject to the immunities and limitations of the New Mexico Tort Claims Act.
5. Appropriations and Authorizations. This MOU's terms and conditions and the Partners' duties and responsibilities with respect to each project under this MOU are contingent upon the governing body of each Partner (for Santa Fe County, the Santa Fe County Board of County Commissioners, for Los Alamos County, the Los Alamos County Council) granting sufficient appropriations and authorizations, or if state funding is involved, the Legislature of the State of New Mexico. If sufficient appropriations or authorizations are not granted, either Partner may terminate this MOU. A Partner's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the other Partner.

6. Certification. This MOU incorporates all the agreements, covenants, and understanding between the Partners concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this MOU. No prior agreement, covenant or understanding, verbal or otherwise, of the Partner or their agents, shall be valid or enforceable unless embodied in this MOU.
7. Projects. *The Partners will agree on all projects under this MOU. The goals and details of each project under this MOU will be fully described in writing in an appendix to this MOU. The parties agree that except for an amendment to extend the term under Article 3 above (Effective Date and Term) and unless a project substantively changes or modifies a specific provision of this MOU, project(s) appendices can be added to this MOU without formal amendment to this MOU. Each project appendix will indicate and represent that the Partners have agreed to include the project under this MOU, and that their respective finance divisions or departments approve a project's funding.*
8. Facsimile or electronic signature. The Partners agree that a facsimile or electronic signature has the same force and effect as an original for all purposes.

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date: _____

Approved as to form:

Rachel A. Brown
Interim Santa Fe County Attorney

Date: _____

Finance Division:

Yvonne S. Herrera
Finance Director

Date: _____

LOS ALAMOS COUNTY

By: _____
Steven Lynne
Los Alamos County Manager

Date: _____

Approved as to form and legal sufficiency:

By: _____
J. Alvin Leaphart
Los Alamos County Attorney

Date: _____