

**MEMORANDUM OF
AGREEMENT BETWEEN
THE COUNTY OF
SANDOVAL AND
VILLAGE OF JEMEZ
SPRINGS**

This Memorandum of Agreement is entered into this 15th day of November, 2017 between the COUNTY OF SANDOVAL (hereinafter referred to as the "COUNTY") and VILLAGE OF JEMEZ SPRINGS (hereinafter referred to as the "VILLAGE").

WHEREAS, the COUNTY and VILLAGE wish to partner in promoting tourism to the VILLAGE and the COUNTY

WHEREAS, the VILLAGE wishes to provide funding to the COUNTY to jointly market and promote tourism destinations and attractions in the County and Village.

WHEREAS, the VILLAGE, pledges \$1000 (one thousand dollars) to the COUNTY for Tourism Alliance purposes.

IT IS, THEREFORE, AGREED THAT:

1. COUNTY OBLIGATIONS:

- A. Representative. The COUNTY hereby designates the Business Development and Tourism Department as the representative of the COUNTY who serves as liaison between the COUNTY and the VILLAGE. This representative shall be available to the VILLAGE at all reasonable times within normal working hours of the COUNTY.
- B. The COUNTY will use the funding provided herein to market and advertise tourism sites and attractions beginning October, 2017 and ending September 30, 2018. The COUNTY will

assist in marketing and promoting the Village as a tourist destination to in-state and out of state travelers

2. VILLAGEOBLIGATIONS:

A Representative. The VILLAGE hereby designates the MAYOR or Designee as the representative of the VILLAGE, who serves as the liaison between the VILLAGE and the COUNTY. This representative shall be available to the COUNTY at all reasonable times within the normal working hours of the VILLAGE. Any questions which arise between the VILLAGE and the COUNTY, during the term of this Agreement, shall be directed to the VILLAGE'S's designated representative.

B. Compensation. The VILLAGE will pay the COUNTY a total amount of \$1,000.00. The COUNTY will submit to the VILLAGE an invoice and supporting documentation.

TERM:

The term of this Agreement shall become effective on the date of execution by all parties and shall terminate on September 30, 2018.

3. TERMINATION:

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 the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

This provision is not exclusive and does not waive either party's legal rights or remedies caused by the default or breach of this Agreement. Immediately upon receipt by either the COUNTY or VILLAGE of notice of termination of this Agreement, the VILLAGE shall: (1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the COUNTY; and (2) comply with all directives issued by the COUNTY in the notice of termination as to the performance of work under this Agreement.

4. **ASSIGNMENT:**

The County shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the VILLAGE.

5. **LIABILITY:**

As among 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 COUNTY and the VILLAGE 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.

6. **RECORDS AND AUDIT:**

The COUNTY shall maintain detailed records of all services identified in Section 1 – COUNTY OBLIGATIONS. The VILLAGE shall have the right to inspect all records and to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the VILLAGE to recover excessive or illegal payments.

7. **RELEASE:**

The VILLAGE, upon final payment of the amount due under this Agreement, releases the COUNTY, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The VILLAGE agrees not to purport to bind the COUNTY to any obligation not agreed to unless the VILLAGE has express written authority from the COUNTY to do so, and then only within the strict limitations of that authority.

8. **AMENDMENT:**

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

9. **USE OF FUNDS:**

The COUNTY's obligations under this Agreement shall be limited to jointly market and promote tourism destinations and attractions in the County and Village. In no event shall the COUNTY's obligations hereunder be a charge against the COUNTY's general fund.

10. **PROCUREMENT REQUIREMENTS:**

The COUNTY agrees to follow the State Procurement Code and applicable procurement regulations in the expenditures of any VILLAGE funds received. The COUNTY must retain a permanent file containing a record of all expenditures for a period of three years. The VILLAGE auditor may audit those accounts as part of the yearly audit.

11. **SCOPE OF AGREEMENT:**

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

12. **APPLICABLE LAW:**

This Agreement shall be governed by the Ordinances of the County of Sandoval and the laws of the State of New Mexico.

IN WITNESS WHEREOF, both the COUNTY and VILLAGE have caused this Memorandum of Agreement to be duly executed.

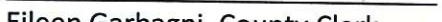


Bob Wilson, Mayor



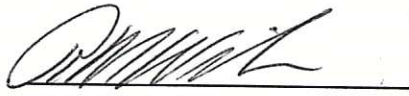
Dianne Maes, County Manager

APPROVED AS TO FORM:


Eileen Garbagni, County Clerk
Heather Smallwood, Assistant County Attorney

IN WITNESS WHEREOF, We, the Governing Body of the Village of Jemez Springs approve the Memorandum of Understanding between the Village of Jemez Springs and the County of Sandoval Business Development and Tourism Department, to partner in promoting tourism destinations and attractions.

APPROVED at the Regular Meeting held on _____, 20____, by the Village of Jemez Springs Governing Body.



Mayor Bob Wilson



Mayor Pro Tem



Council Member

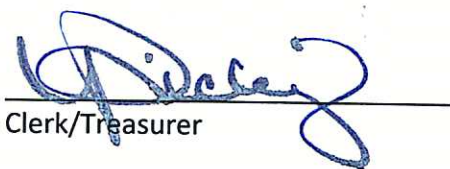


Council Member



Council Member

(ATTEST)



Clerk/Treasurer

Invoice

Date: October, 2017
Invoice #: 14324-9/17

To: Village of Jemez Springs
PO Box 269
Jemez Springs, NM 87025

For: COOP Marketing Partnership Revenue Grant FY2017

Qty	Description	Unit Price	Line Total
		\$1,000.00	
	Payment to be made to: Business Development & Tourism		
	Address: PO Box 40 Bernalillo NM 87004		
		Subtotal	\$ 1,000.00
		Sales Tax	
		Total	\$ 1,000.00