

Agreement Between
The Friends of the Santa Fe Public Library and
The City of Santa Fe

THIS AGREEMENT is between the City of Santa Fe (City) and the Friends of the Santa Fe Public Library (Friends), an independent non-profit corporation described in section 501(c)(3) of the Internal Revenue Code that supports the Santa Fe Public Library (Library), collectively the Parties. For purposes of this Agreement, the Friends are acting through its board of directors (Board).

I. Purpose: The Parties wish to co-fund a Library Study by Godfrey's Associates, Inc. (Contractor).

II. Terms of Agreement

- A. Funds. The Friends shall transmit \$36,384.50 to the City upon execution of this Agreement.
- B. Committee. A Steering Committee, comprised of a city employee, a Library Board member, two Board designees, and the Community Services Department Director, shall administer the Library Study Agreement, acting by majority vote on all issues regarding the Study, including any amendments to the Contractor's scope of work; forward Contractor communications within one business day after the recipient receives it and is at work; and only meet (in-person or otherwise) with the Contractor with at least one member designated by the City and one designated by the Friends. If, after seven business days' notice of a date and time, a member is unable to attend a meeting, then the meeting may proceed.
- C. Study termination. If the City terminates the Library Study Agreement prior to completion of a final report, it shall inform the Board at least ten days in advance; provide the Board a copy of all the Contractor's work product; and reimburse the Board any funds remaining from its contribution.
- D. Liability. Each party is solely responsible for its actions or failure to act in the performance of this Agreement and the City's liability is subject to the immunities and limitations of the New Mexico Tort Claims Act.
- E. Term. This Agreement shall become effective as soon as approved by the respective parties and shall remain in effect until (1) it is terminated or (2) upon the Contractor's delivery of the final report.
- F. Amendments. Amendments to this Agreement shall be in writing, agreed to, and executed by all parties to this Agreement before becoming effective.
- G. Early Termination. If either party breaches this Agreement, the non-breaching party shall deliver written notice describing the breach to the breaching party and allow ten days for the breaching party to remedy the breach. If the breaching party does not remedy the breach, the non-breaching party may terminate the Agreement with at least thirty (30) days' notice. If the City is the breaching party, it will reimburse the Board any funds remaining from the Board's financial contribution.
- H. Principal Contacts. The Parties shall send any required notice under this Agreement to the following entities and individuals:

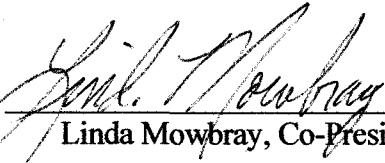
Friends of the Santa Fe Public Library
Board of Directors
Post Office Box 31332
Santa Fe, NM 87594

City of Santa Fe
Community Services Director
Post Office Box 909
Santa Fe, NM 87504-0909

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature

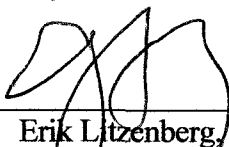
below.

For the Friends of the Santa Fe Public Library Board of Directors:

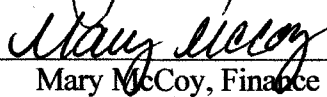
By: 
Linda Mowbray, Co-President

Date: 10 October 2018

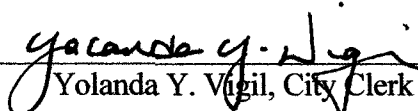
For the City of Santa Fe:

By: 
Erik Litzenberg, City Manager

Date: 10/16/18

By: 
Mary McCoy, Finance Director

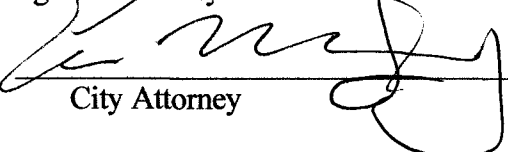
Date: 10/12/18

By: 
Yolanda Y. Vigil, City Clerk

Date: 10/16/18

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For legal sufficiency:

By: 
City Attorney

Date: 10/11/2018