

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND SANTA FE BOTANICAL GARDEN**

This **MEMORANDUM OF AGREEMENT**, hereinafter "MOA", is entered on this 3rd day of April 2019, by and between **Santa Fe County**, hereinafter "County", a political subdivision of the state of New Mexico, and the **Santa Fe Botanical Garden**, hereinafter "Santa Fe Botanical Garden."

RECITALS

WHEREAS, the Northern New Mexico Master Naturalist Program is co-sponsored by Santa Fe County Open Space and Trails Program and Santa Fe Botanical Garden; and

WHEREAS, the mission of the Northern New Mexico Master Naturalist Program is to foster a diverse community of naturalists equipped to promote awareness, understanding, and stewardship of northern New Mexico's natural environment, resources, and heritage through education and service with partner organizations; and

WHEREAS, the Master Naturalist volunteers are highly trained in numerous natural resource issues, and can provide valuable assistance the Santa Fe County Open Space Program; and

WHEREAS, Master Naturalist volunteers can assist with numerous natural resource management projects including wildlife surveys, trail monitoring and maintenance, installation of erosion control structures, planting native plants, removing non-native plants, and conducting environmental education for the public; and

WHEREAS, the County through its Open Space and Trails Program will benefit from participation in the Northern New Mexico Master Naturalist Program as a co-sponsoring agency with Santa Fe Botanical Garden, and both parties wish to enter into this MOA.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF AGREEMENT; RESPONSIBILITIES OF THE PARTIES

A. Santa Fe Botanical Garden will:

- 1) Designate one representative and an alternate to serve on the Northern New Mexico Master Naturalist Advisory Committee (Advisory Committee) and participate in 90% of the Advisory Committee meetings in order to remain a Northern New Mexico Master Naturalist sponsor organization.
- 2) Host and provide instructors, classroom space, and materials for at least two sessions of the Master Naturalist Program.
- 3) Assist in the recruitment of program participants.

- 4) Provide meaningful service projects for volunteers after the completion of the program that are realistic, attainable and align with the mission of the Master Naturalist program.
- 5) Submit service project proposals for review by the Advisory Committee. If there are multiple service projects available through the organization, then separate proposals must be submitted that clearly define the differences between projects.
- 6) Inform volunteers about any organizational policies and procedures they need to be aware of and abide by while conducting their service projects.
- 7) Provide supervision, training, and space for Youth Conservation Corps (YCC) crew members if funding for the YCC is provided by the State.
- 8) With respect to the YCC, the Santa Fe Botanical Garden will assist with the Master Naturalist Program coordination and management in all capacities. Host a presentation during a Master Naturalist Program session regarding their experience as a YCC crew member, undergraduate student, and/or any other relevant content that aligns with the Master Naturalist Program curriculum. Provide one continuing education experience for Santa Fe Botanical Garden YCC crew members.
- 9) By performing its duties set forth in this MOA, the Santa Fe Botanical Garden will receive the following benefits:
 - a) Volunteers at the end of the Master Naturalist Program (volunteers will be divided equally among the partner organizations who submit service project proposals by the deadline).
 - b) The ability to send one individual from the organization to attend the entirety of the Master Naturalist Program at no cost.

B. The County will:

- 1) Designate one representative and an alternate to serve on the Northern New Mexico Master Naturalist Advisory Committee and participate in 90% of the Advisory Committee meetings in order to remain a Northern New Mexico Master Naturalist sponsor organization.
- 2) Host and provide instructors, classroom space, and materials for at least two sessions of the Master Naturalist Program.
- 3) Assist in the recruitment of program participants.
- 4) Provide meaningful service projects for volunteers after the completion of the program that are realistic, attainable and align with the mission of the Master Naturalist Program.
- 5) Submit service project proposals for review by the Advisory Committee. If there are multiple service projects available through the organization, then separate proposals must be submitted that clearly define the differences between projects.
- 6) Inform volunteers about any organizational policies and procedures they need to be aware of and abide by while conducting their service projects.
- 7) By performing its duties as set forth in this MOA, the County will receive the following benefits:
 - a) Master Naturalist Volunteers to work on County Open Space properties at

the end of the program (volunteers will be divided equally among the partner organizations who submit service project proposals by the deadline).

b) Master Naturalist Training Program training for one individual from the County to attend the entirety of the program at no cost to the County.

2. FUNDING; COMPENSATION

There is no financial cost to either party under this MOA.

3. EFFECTIVE DATE AND TERM

This MOA shall become effective upon the date of last signature by the parties and shall terminate one year later, unless earlier terminated pursuant to Section 4 (Termination) or Section 12 (Appropriations and Authorizations). The term of this MOA may be extended upon mutual agreement of the parties and by an instrument in writing signed by the parties.

4. TERMINATION

A. Termination of MOA. This MOA may be terminated by the County upon written notice to the Santa Fe Botanical Garden at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

B. Termination of MOA for Cause. If a party fails to fulfill in a timely and proper manner its obligations under this MOA, or if a party violates any of the covenants, agreements, or stipulations of this MOA, the non-breaching party shall thereupon have the right to suspend or terminate this MOA by giving written notice to the other party of such termination and specifying the effective date thereof.

5. PERSONNEL

Each party to this MOA represents that it has, or will secure at its own expense, all personnel required to perform the services required of each party under this MOA.

6. ASSIGNMENT

The Santa Fe Botanical Garden shall not assign or transfer any interest or obligation in this MOA without the prior written approval of the County.

7. NO THIRD-PARTY BENEFICIARIES

This MOA was not intended to and does not create any rights in any persons or party not a party to this MOA.

8. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omission in connection with this MOA. Any liability incurred by the County in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act §41-4-1, et seq., NMSA 1978.

9. AMENDMENT

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

10. INTEGRATION CLAUSE

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

11. APPLICABLE LAW; VENUE

This MOA shall be construed in accordance with the laws of the State of New Mexico. The Santa Fe Botanical Garden and the County agree that the exclusive forum for any litigation between them arising out of or related to this MOA shall be the State District Court of New Mexico, First Judicial District, located in Santa Fe County.

12. APPROPRIATIONS AND AUTHORIZATIONS

If there are ever funds involved in this MOA on the part of the County, the County's performance and duties are contingent upon sufficient appropriations and authorization being made by the governing body of the County and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorization are not made, this MOA shall terminate immediately upon written notice being given by the County to the Santa Fe Botanical Garden. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Santa Fe Botanical Garden for expenditures made in the performance of this MOA. The County is expressly not committed to expenditure of funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the governing body of the County. The decision as to whether sufficient appropriations and authorizations have been made for fulfillment of this MOA shall be made by the County and such decision shall be final and not subject to challenge by the Santa Fe Botanical Garden.

13. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an

original for all purposes.

14. NEW MEXICO TORT CLAIMS ACT

No provision of this MOA modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

15. RECORDS AND FINANCIAL AUDIT

To the extent its books and records relate to its performance of this MOA, the Santa Fe Botanical Garden agrees to: (i) maintain such books and records during the term of this MOA and for a period of six years from the date of termination of this MOA; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; (iii) to keep such books and records in accordance with generally accepted accounting principles (“GAAP”), if applicable.

16. PENALTIES FOR VIOLATIONS OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. EQUAL OPPORTUNITY COMPLIANCE

The parties agree to abide by all federal and state laws, rules, and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the parties assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or otherwise subjected to discrimination under any activity performed under this MOA. If either party is found not to be in compliance with these requirements during the term of this MOA, the respective party that is not in compliance agrees to take appropriate steps to correct any deficiencies.

18. INVALID TERM OR CONDITION

If any term or condition of this MOA shall be held invalid or unenforceable, the remainder of this MOA shall not be affected and shall be valid and enforceable.

19. NOTICES

Any notice required by this MOA 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.

County: Attn: Maria Lohmann
Santa Fe County Growth Management Department
102 Grant Avenue
P. O. Box 276
Santa Fe, New Mexico 87504-0276

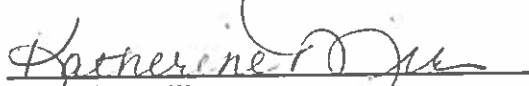
Santa Fe Botanical Garden: Attn: Mollie Parsons
Santa Fe Botanical Garden
725 Camino Lejo, Suite E
Santa Fe, NM 87505

20. SURVIVAL

The provisions of the following paragraphs shall survive the termination of this MOA: RECORDS AND FINANCIAL AUDIT; APPLICABLE LAW; VENUE; NO THIRD PARTY BENEFICIARIES; SURVIVAL.

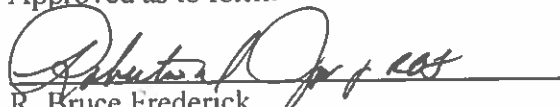
IN WITNESS WHEREOF the parties have duly executed this MOA as of the date of last signature by the parties below.

SANTA FE COUNTY


Katharine Miller
Santa Fe County Manager

4.3.19
Date

Approved as to form:


R. Bruce Frederick
Santa Fe County Attorney

3-26-19
Date

Finance Department:

E. Thomas
Ericka D. Thomas
Interim Finance Director

3/28/19
Date

SANTA FE BOTANICAL GARDEN

[Signature]
(Signature)

4/2/19
Date

Mollie Parsons
(Print name and title)

