

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND NEW MEXICO STATE UNIVERSITY
COOPERATIVE EXTENSION SERVICE**

This **MEMORANDUM OF AGREEMENT**, hereinafter MOA, is entered on this 1st day of May 2019, by and between Santa Fe County, hereinafter County, a political subdivision of the state of New Mexico, and the New Mexico State University Cooperative Extension Service, hereinafter NMSU Cooperative Extension Service or NMSU.

RECITALS

WHEREAS, the Board of County Commissioners of Santa Fe County (BCC) unanimously approved the 2015 Santa Fe County Sustainable Growth Management Plan (SGMP) via Resolution No. 2015-155; and

WHEREAS, the 2015 SGMP contains the Agriculture and Ranching Element, which has the goal to preserve, support and revitalize agriculture and ranching as a critical component of the local economy, culture, and character and to develop programs that will support and enhance agricultural opportunity in Santa Fe County; and

WHEREAS, in July 2016, the BCC passed Resolution No. 2016-86 to adopt the Agriculture and Ranching Implementation Plan (ARI Plan); and

WHEREAS, the ARI Plan identifies specific actions, relationships with communities, stakeholders and potential partners to achieve the agricultural goals and objectives for specific focus areas; and

WHEREAS, NMSU Cooperative Extension Service is the qualified entity that can provide curriculum and workshops in addition to the implementation of a garden at La Bajada Ranch in La Cienega La Cieneguilla Community District; and

WHEREAS, the County requires the services of NMSU Cooperative Extension Service and NMSU is willing to provide these services and both parties wish to enter into this MOA.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF AGREEMENT

The County will compensate NMSU to develop and provide to the County a curriculum, workshops and the site analysis, design and implementation of the garden project at La Bajada Ranch in La Cienega La Cieneguilla Community District.

2. FUNDING; DELIVERABLES; COMPENSATION

A. The County will provide the NMSU Cooperative Extension Service an amount of funds not-to-exceed \$20,000.00, inclusive of NM gross receipts tax. Santa Fe County does not allow for any indirect or overhead charges from the funds.

B. The County shall pay NMSU Cooperative Extension Service the amounts indicated below in accordance with NMSU's scheduled completion of the associated tasks and upon receipt of monthly invoices from NMSU that itemized services performed.

Phase 1- Project initiation, Site Analysis and Design. NMSU shall have performed and completed the following tasks:

- i. Project administration
- ii. Site analysis/ garden design
- iii. Garden class curriculum and outreach
- iv. Irrigation system assessment, design and cost proposal
- v. Installation of irrigation system

Phase 1 compensation: \$ 12,000.00

Phase 2- Garden Project Implementation. NMSU shall have performed and completed the following tasks:

- i. Host classes and workshops
- ii. Implementation of garden design to include construction of hoop house, garden beds, planting of perennial and orchard crops.

Phase 2 compensation: \$ 8,000.00

Total NTE compensation

\$20,000.00

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 13 (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 NMSU Cooperative Extension Service 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

A. NMSU represents that it has, or will secure at its own expense, all personnel required to perform the services required under this MOA.

6. ASSIGNMENT

The NMSU Extension Service 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. RELEASE

Final payment of the all amounts due under this MOA shall operate as a release of the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this MOA.

9. 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 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.

10. AMENDMENT

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

11. 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.

12. APPLICABLE LAW; VENUE

This MOA shall be construed in accordance with the laws of the State of New Mexico. The NMSU Cooperative Extension Service 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.

13. APPROPRIATIONS AND AUTHORIZATIONS

This MOA is 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 NMSU Cooperative Extension Service. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the NMSU Cooperative Extension Service 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 NMSU Cooperative Extension Service.

14. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

15. NEW MEXICO TORT CLAIMS ACT

No provisions of this MOA modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or the NMSU Cooperative Extension Service or their "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

16. PROHIBITED ACTIVITY

The NMSU Cooperative Extension Service is prohibited from using funds provided herein or personnel employed in the administration of this MOA for political activities, sectarian or religious activities, lobbying or political patronage.

17. RECORDS AND FINANCIAL AUDIT

To the extent its books and records relate to its performance of this MOA, or cost(s) or pricing data (if any) set forth in this MOA or that the NMSU Cooperative Extension Service has agreed to provide to the County under this MOA, the NMSU Cooperative Extension Service 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 final payment under 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").

18. 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.

19. 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.

20. 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.

21. 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: Erin Ortigoza
Santa Fe County Growth Management Department
102 Grant Avenue
P. O. Box 276
Santa Fe, New Mexico 87501-0276

Memorandum of Agreement No. 2019-0178-GM/KQ

NMSU:

Attn: ~~Christina Turner~~
~~NMSU Cooperative Extension Service~~
~~3229 Rodeo Road~~
~~Santa Fe, New Mexico 87504~~

Rita Parra
Research Administration Service
1050 Stewart Street, Suite E1200
Las Cruces, NM 88003-8002

22. SURVIVAL

The following provisions shall survive the termination of this MOA: RECORDS AND FINANCIAL AUDIT; RELEASE; 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



Katherine Miller
Santa Fe County Manager

5.1.19

Date

Approved as to form:

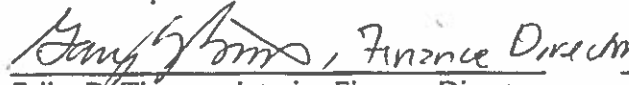


R. Bruce Frederick
Santa Fe County Attorney

2/12/19

Date

Finance Department:



Erika D. Thomas, Interim Finance Director

2/28/19

Date

Regents of New Mexico State University
~~NMSU COOPERATIVE EXTENSION SERVICE:~~



(signature)

04/26/2019

Date

Alisha A. Giron

Executive Director for Research Administration

(printed name and title)