

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE VETERANS ALLIANCE AND THE CITY OF SANTA FE
REGARDING
*Formalized Relationship for Fundraising and Providing Service to Santa Fe Area Veterans***

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is entered into on this 14 day of ~~February~~, 2022, by and between the City of Santa Fe, a New Mexico municipal corporation ("CITY") and the Santa Fe Veterans Alliance, a New Mexico non-profit corporation ("ALLIANCE").

RECITALS:

WHEREAS, the City has established and presently is operating the Veterans Advisory Board, ("SFVAB") for the benefit of veterans living in the Santa Fe area; and

WHEREAS, the governing body of the City recognizes that it is advisable and necessary to obtain the support and cooperation of groups organized to support and assist in the successful operation of the SFVAB; and

WHEREAS, Alliance is an organization, the members of which volunteer their time to support and promote veterans living in the Santa Fe area; and

WHEREAS, the City and Alliance wish to establish the terms under which they may mutually support the activities of each other.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1. PURPOSE. The City of Santa Fe Veterans Advisory Board and the Santa Fe Veterans Alliance desire to formalize the relationship between them for the benefit of Santa Fe area veterans.

ARTICLE 2. UNDERTAKING OF ALLIANCE

- 2.1 Scope.** Alliance is organized exclusively for charitable and educational purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code. Specifically the purposes of Alliance is for fundraising, providing direct support services and contributing to the needs of Santa Fe veterans, to increase the SFVAB's resources to local veterans and veteran agencies, to advocate for the SFVAB, to stimulate the use of the SFVAB's resources, and to encourage and support basic safety net service programs through the SFVAB. Said purposes are to be accomplished in cooperation with the City officials responsible for the SFVAB, and in a manner and for purposes consistent with the general policy directions established by such officials, including the Mayor and City Council and in immediate coordination with the Community Services Department Director (the

“Director”), SFVAB Board Liaison (the “Liaison”), and the SFVAB Board Chair (the “Chair”).

- 2.2 Promotion and Fund-raising.** Alliance will use its best efforts to promote and assist in the development of the SFVAB’s activities, shall seek to develop broad, public, private and volunteer support for the needs of Santa Fe area veterans and develop and implement a fund-raising plan to support said needs.
- 2.3 Donations.** Donations to the SFVAB are to be considered as donations to the Alliance for tax-deductible purposes; however, it shall be the responsibility of any individual who donates to the Alliance or to the SFVAB for transfer to the Alliance, donations will be cash, credit/debit card, check, and money order only.
- 2.4 Deposit and Use of Funds.** Alliance agrees that the proceeds from the sale of materials and all other funds raised, including membership fees, less Alliance’ operating expenses, are to be used solely to accomplish the specific purpose of Alliance as stated in Section 1.1 above in accordance with Alliance Articles of Incorporation and By-Laws. Alliance further agrees that all funds will be accounted for and regularly deposited in accounts designated for those purposes.
- 2.5 Funding of SFVAB Programs.** Alliance agrees to the extent it has funds available and as determined by its Board, to provide funding for various SFVAB programs and pay various SFVAB administrative expenses. In the spring of each year, the City shall provide to Alliance a list of its funding needs for the upcoming fiscal year. Needs will be based on community data and a community wide needs assessment. The parties shall then meet to discuss the list and finalize the list of programs and expenses, which will be paid by Alliance.
- 2.6 Operational Costs.** Alliance agrees to reimburse the SFVAB for any operational costs which are paid directly by the SFVAB for their benefit. Following Memorandum of the parties, the City shall submit to Alliance invoices for payment of such costs agreed to, which shall be paid by Alliance.
- 2.7 Not-For-Profit status.** Alliance will organize itself and its activities so as to remain a New Mexico non-profit corporation in good standing, and so as to maintain its tax-exempt status under Section 501(c) (3) of the Internal Revenue Code, as amended or renumbered, or any similar successor statute.
- 2.8 Cooperation.** Alliance agree to work cooperatively with the SFVAB and its Liaison and/or Chair on all matters relating to the SFVAB and to recognize that Liaison and Director are employees of the City and that City process and procedure are required to be followed and Alliance agrees to comply with such processes and procedures so as to affect its purposes, *supra*. Such cooperation includes open and transparent dealings between the City and Alliance on all matters where Alliance are acting for the benefit of the SFVAB.

- 4.3 Termination for Convenience.** This Memorandum may be terminated by either party for convenience and without cause effective upon written notice to the other party at least sixty (60) days in advance.
- 4.4 Termination for Cause.** If either the City or Alliance breach any material term of this Memorandum, the other party may cause the Memorandum to be terminated by giving written notice of the termination to the other party. The notice will state the effective date of termination, which will be no sooner than thirty (30) days after written notice is given pursuant to Section 5.5 herein.
- 4.4.1** The action(s) of an individual member of the Alliance or City or SFVAB shall not constitute a material breach of this Memorandum unless the Board fails to take reasonable action to remedy the situation upon learning of such action(s).
- 4.5 On Termination.**
- 4.5.1 Accounts.** If this Memorandum is terminated and Alliance is dissolved and liquidated, all accounts of Alliance shall be transferred, subject to all requirements of the Nonprofit Corporation Act, to a successor organization(s), mutually approved by the Alliance Board and the City on or before the date of termination. In such event, the successor organization shall honor, to the maximum extent possible, the instructions of contributors and donors to Alliance. If the parties cannot agree to a successor organization, the parties shall, to the extent not inconsistent with the Nonprofit Corporation Act, submit to binding arbitration in Santa Fe, New Mexico under the New Mexico Arbitration Act. If the Memorandum is terminated and Alliance continues to exist as an organization, Alliance will continue to support the purposes listed in Section 1. This provision shall survive the termination of this Memorandum.

ARTICLE 5. MISCELLANEOUS

- 5.1 Non-profit Corporation.** Alliance agrees to continue its organizational status and activities so as to maintain its status as a New Mexico non-profit corporation in good standing and a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.
- 5.2 Articles and Bylaws.** Upon any changes to the Bylaws, Alliance will furnish a copy of the revised Bylaws to the City.
- 5.3 Independent Status.** Alliance agrees that it is acting in a separate legal capacity and not as an agent of the City.
- 5.4 Approval Required.** This Memorandum shall not become effective or binding until approved by the Governing Body.

It is understood that no city appointed or employed agent will have voting rights but will act as an ex officio member.

ARTICLE 3. UNDERTAKINGS OF THE CITY

- 3.1 Advice to Alliance.** The SFVAB Chair, Liaison, and/or Director may periodically provide to the Alliance suggested fund-raising priorities and objectives based on a community wide needs assessment and available data which would be presented to the Alliance. All suggestions will be strongly considered by the Alliance Board, but the final decision will rest with the Alliance Board. Coordination will happen at the Alliance Board's quarterly meetings.
- 3.2 Assistance by Staff and SFVAB Members.** In consideration for the services and funding provided by Alliance pursuant to this Memorandum and upon approval of the Director, the City agrees to permit and encourage the staff liaison of the SFVAB and SFVAB Members to assist Alliance with its fund raising activities to the extent such activities are provided for the benefit of the SFVAB, are City or City-sponsored programs, or complement or support the responsibilities of the SFVAB. Alliance understands that any such assistance may be withdrawn at any time at the discretion of the Director.
- 3.3 Promotion of Alliance.** When Materials are available, the City shall provide same to Alliance in consideration for the services, marketing, and publishing provided by Alliance pursuant to this Memorandum . City will make an active effort to promote activities, events and accomplishments of the Alliance.
- 3.4 Material Procurement.** City will assist with procurement of materials for example, brochures, loaning of chairs and tables, for Alliance events at no cost or low cost to the Alliance, if available.
- 3.5 Funding.** When available the City will provide fund matching through the SFVAB fund to that of the Alliance, when SFVAB funding is available.
- 3.6 City Representative.** The Director and Liaison will administer this Memorandum on behalf of the City.

ARTICLE 4. TERM, TERMINATION AND RENEWAL.

- 4.1 Term.** This Memorandum shall be in effect upon the date of last signature by the parties hereto and shall terminate June 30, 2025, unless terminated earlier by any party pursuant to Article 4 (Termination).
- 4.2 Renewal.** This Memorandum may be renewed by mutual written Memorandum of the parties for such period or periods of time as may be agreed upon. The provisions of this Memorandum will be binding upon and inure to the benefit of the parties hereto and upon any successors and assigns.

- 5.5 Termination.** This Memorandum may be terminated by either of the parties hereto upon written notice delivered to the other party at least 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.
- 5.6 Liability.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Memorandum. Each party shall be liable for its actions in accordance with this Memorandum.
- 5.7 NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City of Santa Fe in connection with this Memorandum is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Memorandum modifies or waives any provision of the New Mexico Tort Claims Act.
- 5.8 Third Party Beneficiaries.** By entering into this Memorandum, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Alliance. No person shall claim any right, title or interest under this Memorandum or seek to enforce this Memorandum as a third party beneficiary of this Memorandum .
- 5.9 Assignment.** Neither the City nor the Alliance shall assign or transfer any interest in this MOA or assign any claims for money due or to become due under this MOA without the prior written approval of the other party.
- 5.10 Amendment.** This Memorandum shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

Feb 13, 2022

DATE

ATTEST:



KRISTINE BUSTOS MIHELIC, 
CITY CLERK
GB MTG 02/09/2022

Feb 14, 2022

DATE

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 25, 2021 10:36 MDT)

SENIOR ASSISTANT
CITY ATTORNEY

Oct 25, 2021

DATE

APPROVED FOR FINANCES:

Mary McCoy

MARY T. MCCOY,
FINANCE DIRECTOR

Feb 13, 2022

DATE

SANTA FE VETERANS ALLIANCE:

[Signature]

NAME, Victoria Bruneni
TITLE Chair

11/8/21

DATE

[Signature]

NAME, Elizabeth Martin
TITLE Program Coordinator

11/8/21

DATE