



City of Santa Fe, New Mexico

Memorandum



DATE: October 1, 2024

TO: John Blair, City Manager *JB*
Emily Oster, Finance Department Director *EO*

FROM: Melissa A. McDonald, Parks and Open Space Division Director *MM*

ACTION:

Request approval of the attached Memorandum of Agreement (MOA) between the City of Santa Fe and IRIDE NM, a nonprofit organization. This agreement formalizes the volunteer maintenance and management activities at the Buckman MX Track located at La Tierra Open Space.

BACKGROUND AND SUMMARY:

Under the agreement, IRIDE NM, which has been volunteering at the Buckman MX Track since 2008, will continue to lead volunteer efforts focused on track and terrain management, trail preservation, and community outreach at the track. This MOA represents an updated renewal of the ongoing partnership between IRIDE NM and the City, ensuring the track remains a valuable community resource through organized volunteer work.

The City will support these efforts by inspecting completed work, coordinating quarterly maintenance schedules with IRIDE NM, and collaborating on special events and grant applications to enhance the track's infrastructure and usage.

Additionally, IRIDE NM will be responsible for providing liability insurance for all volunteer activities. Waivers will be required, and the City's liability will remain protected under the New Mexico Tort Claims Act, ensuring proper coverage and safeguarding both parties.

Term of Agreement: The MOA will be effective through April 30, 2029, with an option to renew for additional five-year terms. Either party may terminate with 30 days' notice.

ATTACHMENTS:

MOA

MEMORANDUM OF AGREEMENT
Between IRIDE NM and The City of Santa Fe

This Memorandum of Agreement (MOA) is entered into on this ~~October~~ 05th day of October, 2024, by and between IRIDE NM, a nonprofit organization, and the City of Santa Fe, a Municipal corporation ("City") collectively "the Parties".

RECITALS:

WHEREAS, the Buckman Motorcross ("MX") Track west of N.M. 599 is a 55-acre track developed over the past four decades by user initiative;

WHEREAS, since 2008, the City has made significant improvements to the track as part of its master plan for parks;

WHEREAS, IRIDE NM, a local nonprofit, has been instrumental in maintaining the track through a large network of volunteers under its organization since 2008;

WHEREAS, the City recognizes and values the financial support, community outreach, and expertise provided by IRIDE NM, and desires to formalize and expand its involvement.

THEREFORE, the parties agree as follows:

1. IRIDE NM Responsibilities:

- a. Lead volunteer activities at the MX track at La Tierra Open Space consistent with its mission to promote safe and good sportsmanship, as well as local terrain management.
- b. Conduct community outreach, education, safety training, and special activities to encourage responsible track use.
- c. Maintain existing trails by soil importation and minor grading to control erosion. Prior to starting work, the maintenance plan must be cleared by the City's Historic Preservation Office. Report any uncovered artifacts (pottery shards, arrowheads, bones, etc.) immediately.
- d. Provide liability insurance for activities related to track maintenance and operation as described in Article 12 (Other Insurance) below. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.
- e. Collaborate with the City to apply for grants aimed at developing, improving, and maintaining the track.

2. City Responsibilities:

- a. Inspect trail preservation, terrain management preservation, and vegetation management work performed by IRIDE NM within 5 business days of that work being complete.

- b. Hold quarterly meetings with IRIDE NM to coordinate schedules and maintenance tasks.
- c. Authorize the Parks and Open Space Division to enter into a volunteer maintenance agreement with IRIDE NM, under which IRIDE NM assumes liability and insurance responsibilities.
- d. Support IRIDE NM in grant applications for track development, improvement, and maintenance.
- e. Collaborate on special event requests and races.

3. **Cooperative Efforts:**

- a. The Agreement will be interpreted to foster a partnership and harmonious relations between the Parties.
 - b. In case of disputes, Parties will negotiate in good faith to resolve issues in a manner that promotes their relationship.
4. **Term:** This Agreement commences upon signature by the City and expires on April 30, 2029, renewable for additional five-year terms with mutual written consent of the President or Executive Director of IRIDE and the City's Parks and Open Spaces Director.
5. **Termination:** Either party may terminate this Agreement with a 30-day written notice.
6. **Site Hours of Operation:** Sunrise to dusk daily.
7. **Amendment:** No amendment or modification is valid unless in writing and executed by both Parties.
8. **Merger and Integration:** This Agreement, including attachments, constitutes the entire agreement on this subject, superseding all prior negotiations and understandings.
9. **Assignment:** This Agreement cannot be assigned without the written consent of both IRIDE NM and the City of Santa Fe through the representatives named in the Article 10 (Notice).
10. **Notice:** Any notice required under this Agreement shall be delivered by hand or U.S. First Class Mail to the individuals below or their successors in their positions with each Party:

Signatory for IRIDE NM:

Daniel Coriz, President, IRIDE NM
637 W. San Francisco St
Santa Fe, NM 87505

Signatory for the CITY:

John Blair, City Manager
200 Lincoln Avenue,
Santa Fe, NM 87501

11. New Mexico Tort Claims Act: Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

12. Other Insurance: If the services contemplated under this Agreement will be performed on or in City facilities or property, IRIDE shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured as set forth below.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident covering bodily injury and property damage for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement.

Verification of Coverage. IRIDE shall furnish the City with Certificates of Insurance and applicable endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received by the City before work commences. Acceptance of IRIDE's Certificates of Insurance does not relieve IRIDE of the insurance requirements, nor decrease its liability under this Agreement. It is IRIDE's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the City, in this or any regard.

Primary and Noncontributory. The insurance required to be maintained by IRIDE shall primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.

Broader Coverage and Limits. The insurance requirements under this Agreement are minimum requirements. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of IRIDE hereunder.

Waiver of Subrogation. The policy (ies) shall be endorsed to include a Waiver of Subrogation ensuring that IRIDE and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the City, its officials, officers, employees, and agents. IRIDE shall defend and pay all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from IRIDE's failure to provide the waiver of subrogation from its insurance carrier(s).

Notices; Cancellation of Coverage. No coverage required to be maintained by IRIDE shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the City, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

Severability of Interest (Cross Liability). A severability of interest provision must apply for the additional insureds, ensuring that IRIDE's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits. There shall be no cross-liability exclusion.

13. Indemnification: IRIDE NM shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act, failure to act, or willful misconduct of IRIDE NM, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the IRIDE NM resulting in injury or damage to persons or property during the time when the IRIDE NM or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the IRIDE NM or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the IRIDE NM, then IRIDE NM shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

All notices so given shall be considered effective when delivered by hand or in writing, as stated above.

City of Santa Fe:

John Blair
John Blair (Oct 14, 2024 16:49 EDT)
John Blair, City Manager
Date: Oct 14, 2024

IRIDE NM:

Daniel Coriz
Daniel Coriz (Sep 23, 2024 13:48 MDT)
Name: Daniel Coriz
Title: Director
Date: Sep 23, 2024

Attest:

[Signature]
Geraldyn Cardenas, Interim City Clerk
XIV

City Attorney's Office:

Kevin L. Nault
Kevin L. Nault (Sep 23, 2024 14:15 MDT)
Assistant City Attorney

Approved for Finances:

Emily K. Oster
Emily Oster, Finance Director

Signature: *Melissa McDonald*

Email: mamcdonald@santafenm.gov





24-0606 IRIDE NM

Final Audit Report

2024-10-15

Created:	2024-10-15
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkpKfQEj5pHJE2uepEYYGkytWshCtzoM1

"24-0606 IRIDE NM" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-10-15 - 5:49:12 PM GMT- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-10-15 - 5:50:34 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-10-15 - 6:04:51 PM GMT- IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-10-15 - 6:05:37 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
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