

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND DEFENDERS OF WILDLIFE**

This **MEMORANDUM OF AGREEMENT** (“MOA”), is entered on 29th day of MAY, 2023, between **Santa Fe County** (hereinafter “County”), a political subdivision of the state of New Mexico, and **Defenders of Wildlife**, a 501(c)(3) organization (hereinafter “Organization”).

RECITALS

WHEREAS, the County owns and manages the Ortiz Mountains Open Space, a biologically diverse area that is part of the Galisteo Basin wildlife corridor. The Ortiz Mountains Open Space contains many wildlife species and birds that are in need of conservation such as Pinyon Jay, Grace’s Warbler, Virginia’s Warbler, Juniper Titmouse, Black-chinned Sparrow, and Townsend’s Big-eared Bat; and

WHEREAS, numerous vegetation communities also exist in the Ortiz Mountains Open Space, including piñon-juniper woodlands, ponderosa pine forests, dry mixed-conifer forests, and Gambel oak; and

WHEREAS, the County’s Ortiz Mountains Open Space Management Plan identifies ecological health and monitoring as some of the primary goals of the Plan; and

WHEREAS, due to past land management practices, ponderosa pine forests on the Open Space are primarily comprised of dense stands of small-diameter trees, and the County wishes to return the forest of the Open Space to historical conditions by slowly transitioning these dense forests into stands with fewer, larger-diameter trees; and

WHEREAS, Santa Fe County Growth Management Department and Wildland Fire Crews, together with Rocky Mountain Youth Corps crews, have worked diligently to restore forests at the Ortiz Mountains Open Space using a wildlife-friendly thinning prescription that retains significantly more canopy cover than prescriptions focused on other objectives, and does not thin during wildlife breeding seasons; and

WHEREAS the thinning project’s success is determined by measuring canopy cover and monitoring Grace’s Warbler density and/or occupancy before thinning and at regular intervals after thinning, both at the thinned treatment sites and an un-thinned control site; and

WHEREAS, the County has selected the Grace’s Warbler as an indicator species to assess management impacts due to its population being linked to ponderosa pine forest health, and the relative ease of monitoring of this species compared to other wildlife species; and

WHEREAS, adaptive management principles will be implemented based on monitoring outcomes, such as if thinning need to be paused, or if additional thinning is necessary; and

WHEREAS the County relies on partnerships for expertise and support to accomplish this work; and

WHEREAS, the Organization has offered its expertise and technical assistance in support of the County’s management of the Ortiz Mountains Open Space for the benefit of wildlife conservation; and

WHEREAS, the Organization offers its expertise and assistance at no cost to the County; and

WHEREAS, the parties wish to enter into this MOA to provide for how the parties will cooperate to achieve the purpose of this MOA.

1. DUTIES OF THE PARTIES:

A. The County will:

- a. Updated the management plan for the Ortiz Mountains Open Space that is consistent with forest restoration principles that conserve wildlife. The update by the County will incorporate input from Organization, as appropriate.
- b. Be responsible for the procurement and administration of any conservation services including thinning, slash management or other forest management or wildlife conservation or monitoring activities provided by third parties.
- c. Grant limited permission to Organization staff and agents to access the Ortiz Mountains Open Space to conduct annual monitoring.
- d. Collaborate with the Organization in the promotion of project outcomes to further wildlife conservation efforts.

B. The Organization will:

- a. Lend support and expertise to the County for the County's update of the management plan for the Ortiz Mountains Open Space.
- b. Conduct and complete needed bird and vegetation surveys annually to determine management success and/or recommended adaptive measures. The Organization will share its data with the County and others who are assisting the County such as the Bird Conservancy of the Rockies.
- c. Support the County, as needed, on forest restoration activities including forest thinning prescriptions implemented by service providers such as saw crews.
- d. Collaborate with the County to share project outcomes with land management agencies as a model of forest restoration and wildlife conservation.
- e. Submit a written report annually to the County that presents the Organization's data and offers forest management recommendations for the Ortiz Mountains Open Space.

2. FUNDING; COMPENSATION

This MOA does not involve or require any compensation to be paid by either party to the other party. Each party will perform the duties stated above at their own cost and expense.

3. EFFECTIVE DATE AND TERM

This MOA shall become effective upon the date of last signature by the parties and shall terminate one year from such date, unless earlier terminated pursuant to Section 4 (Termination) or Section 14 (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 by the either party for convenience. This MOA may be terminated by the either party upon written notice to the other party 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 for Cause. If a party fails to fulfill in a timely and proper manner its duties under this MOA, or if a party violates any of the covenants, agreements, or stipulations of this MOA, the other party shall have the right to suspend or terminate this MOA by giving written notice to the other party and specifying the date of termination.

5. PERSONNEL

The Organization will assign qualified staff as needed to perform the services required of the Organization under this MOA.

6. ASSIGNMENT

The Organization 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; INSURANCE

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions 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, NMSA 1978, §41-4-1. The Organization shall provide the County a certificate of insurance showing that the Organization is fully insured and Santa Fe County shall be named as an additional insured on such policy.

9. AMENDMENT

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

10. 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.

15. 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.

SANTA FE COUNTY



Gregory S. Shaffer
Santa Fe County Manager

5/29/2023

Date

Approved as to form:

Roberta D. Joe for J.Y.

Jeff S. Young
Santa Fe County Attorney

May 4, 2023

Date

Finance Division:



Yvonne S. Herrera
Finance Director

5/10/2023

Date

DEFENDERS OF WILDLIFE



Shawn Cantrell
Vice President, Field Conservation

5/24/23

Date

