

As each Natural Resource Conservation District (NRCD) is a political subdivision of the State of Arizona, NRCDs are prohibited from using appropriated State funds to make donations to non-profit or for-profit entities. To do so would be a violation of the Arizona Constitution's Gift Clause. Article 9, §7 of the Arizona Constitution, commonly referred to as the Gift Clause, provides: *Neither the state, nor any county, city, town, municipality, or other subdivision of the state shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation.*

Please see the following to understand how this may relate to your NRCD.

A NRCD may hire individuals, corporations and other legal entities to perform services that are authorized under ARS Sec 37-1054. Any agreement with such individuals, corporations and legal entities must be pursuant to a written agreement or contract. The content of the agreement or contract will specify the services or goods to be delivered to the district and the district expenditures for such goods or services and must be signed by both parties.

You may use the below template to draft a Memorandum or Agreement that facilitates projects hosted or supported by your district. You can use this document by replacing the red text with the information of your district. Replace the Example text with your district's project or program text.

{NRCD NAME HERE}
MEMORANDUM OF AGREEMENT FOR
{PROJECT NAME HERE}
{DATE HERE}

THIS Memorandum of Agreement (“AGREEMENT”) is entered into as of the date of the final signature herein (“Effective Date”) by and between the {NRCD NAME HERE} (“NRCD”), and {OTHER ENTITY NAME OR NAMES HERE} (“ENTER ALIAS HERE”). NRCD and _____ are referred to collectively herein as “Parties”.

RECITALS:

1. NRCD is a recognized Natural Resource Conservation District and is organized in accordance with A.R.S. §37-1001 through 37-1057.
2. ALIAS is a recognized TYPE OF ORGANIZATION and is (add specific type of organizational info here) – ex: if they’re a non-profit organization, you could say “and is organized and operates in accordance with the laws of the State of Arizona and IRS 501c3”.
3. State the need of the NRCD here which will be filled by the other organization. Example: NRCD will work with ALIAS Organization to construct a pollinator garden as a conservation demonstration project in accordance with A.R.S. §37-1054.
4. State the partnership which will be offered by the other organization here. Example: ALIAS has offered to partner with NRCD on the PROJECT NAME HERE to provide a conservation demonstration project.

THEREFORE, NRCD and ALIAS agree as follows:

- A. Use this paragraph for any definitions. Example: For the purposes of this AGREEMENT, pollinator garden is defined as local native plants provided by ALIAS and planted and watered at an off-site location.
- B. Use this paragraph to outline the details of what is to be provided. Example: ALIAS shall provide plants and planting services for the Prescott Valley area on 3/1/2020 through 5/1/2020, utilizing their own vehicles and resources. ALIAS agrees that the work outlined below will be completed by 5/1/2020. (This is where the district could set expectations for deliverables such as; the ALIAS will present on how they developed and planted a pollinator garden to the district, or they will provide resources and guidance to the education center, or they will conduct a tour).
- C. Use this paragraph to outline payment agreement. Example: Upon successful completion of the pollinator garden project, as defined in Paragraph B of this AGREEMENT, NRCD will remit to ALIAS a mutually agreed upon sum of \$1,000 for services rendered.
- D. This is the clause used by State Agencies – keep in if needed by NRCDs, also. Every payment obligation of the State under this AGREEMENT is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligation. If funds are not allocated and made available for the continuance of the AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

E. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this AGREEMENT through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes.

F. This AGREEMENT shall be governed, construed, and enforced in accordance with the laws of the State of Arizona.

G. This AGREEMENT shall be effective through {ENTER DATE HERE}.

H. Each party shall have the right to terminate this AGREEMENT in whole or in part, without cause, by written notice to the other party by certified mail return receipt requested. If notice is given, the AGREEMENT will terminate within 30 days following notice receipt. Otherwise, the AGREEMENT shall automatically terminate on the date set forth in paragraph G.

{NRCD NAME HERE}

{OTHER ENTITY NAME HERE}

By:_____

By:_____

{NAME HERE}

{NAME HERE}

{NRCD NAME HERE}

{OTHER ENTITY NAME HERE}

{TITLE HERE}

{TITLE HERE}