

**MEMORANDUM OF UNDERSTANDING between
SANTA CRUZ COUNTY FAIR & RODEO ASSOCIATION and
PATAGONIA-SONOITA ROTARY CLUB FOUNDATION, INC.**

WHEREAS, the Santa Cruz County Fair & Rodeo Association (SCCFRA), an Arizona not for profit corporation, owns property in Sonoita, Arizona, on which it holds numerous events for the benefit and entertainment of the public; and

WHEREAS, the Patagonia-Sonoita Rotary Club Foundation, Inc., an Arizona nonprofit corporation, is the charitable foundation of the Mountain Empire Rotary Club (jointly referred to as ME Rotary) that has engaged in a multi- year fundraising effort to fund Rotary Park to benefit the communities of Sonoita, Elgin, Patagonia, and the surrounding areas; and

WHEREAS, both parties desire that a portion of the land owned by SCCFRA which fronts State Highway 83 in Sonoita be used for Rotary Park purposes, the parties agree as follows:

1. Gift

- A. ME Rotary proposes to make an in-kind donation and cash donations to the SCCFRA which shall include funds used to pay for products and services, gifts of services and materials, and associated administrative costs incurred in the development and construction of a Rotary Park on SCCFRA owned land ("the Gift").
- B. At present, the Patagonia-Sonoita Rotary Foundations has \$60,000 in funds available to begin park site development, construction and equipment purchases. Other fundraising efforts will continue. The financial obligation of Patagonia-Sonoita Rotary Foundation under this MOU with respect to the Gift shall be limited to the funds actually raised by Rotary.

2. Scope of Park Project

- A. The SCCFRA owned land to be developed for Rotary Park project purposes is as shown on Exhibit A (conceptual drawing of Park) attached hereto and incorporated by reference.
- B. SCCFRA shall, at all times, continue to be the fee simple owner of the land to be developed for Rotary Park purposes.

3. Development of Park Plans

- A. A Rotary Park committee shall be designated by the Mountain Empire Rotary Club and SCCFRA including members representing both groups.
- B. Upon approval of this MOU accepting the initial development of the plan as shown in Exhibit A, the SCCFRA Board of Directors shall refine the proposed plan. Final acceptance and approval of the refined park plan shall be made by the SCCFRA Board of Directors unless otherwise delegated to a person or committee of that Board.
- C. Costs associated with the development of initial and final plans shall be the responsibility of the ME Rotary.

4. Management and General Contractor

- A. Fred Sang, Cinnamon Hills Construction, shall be the licensed general contractor and overall manager of the park project.
- B. All subcontractors shall work under the direction of the general contractor and be duly licensed and maintain worker's compensation insurance.
- C. All volunteers shall sign waiver of liability forms releasing ME Rotary and SCCFRA from liability for any injuries incurred.

5. Construction and Equipment Costs

- A. Site development, construction costs and equipment purchases shall be the responsibility of the ME Rotary.
- B. If site development of park area will affect non-park SCCFRA grounds, the parties shall mutually determine how work shall proceed.

Construction and Timeline

- A. The ME Rotary and its general contractor shall be in charge of all construction matters and will work closely with SCCFRA office manager and maintenance.
- B. The parties understand that construction shall be done in phases and the parties agree to cooperate with each other in determining when phases will occur so as to not interfere with scheduled SCCFRA events.

- C. The parties anticipate site development to commence after the 2016 Santa Cruz County Fair and initial phases to be completed prior the 2017 Kentucky Derby Weekend Races.

6. Access to Site

- A. Access to the site shall be made available by the SCCFRA.

7. Improvements

- A. All improvements made as a result of the project and any and all fixtures installed shall become the property of SCCFRA and shall be fully insured by SCCFRA.
- B. In the event that the SCCFRA determines that relocation of any equipment is necessary after it has been installed, the SCCFRA shall be solely responsible for all costs associated with such relocation to a mutually acceptable site as determined by the parties.

8. Insurance

- A. SCCFRA will be responsible for the acquisition of insurance prior to each phase of the Park Project.
- B. SCCFRA will be responsible for maintaining comprehensive property and liability insurance to insure the property and the improvements thereon.
- C. SCCFRA shall execute a release-and-hold harmless agreement in favor of ME Rotary with regard to insurance and liability for potential future claims.

9. Naming Rights

- A. Naming rights to the park shall vest in the ME Rotary in recognition of its contribution creating the park to serve the community within the confines of the Fairground property and the improvement made thereto.
- B. As a component of the ME Rotary fundraising campaign for the park, ME Rotary may wish to establish a donor recognition program which may include plaques affixed to equipment or otherwise placed within the park area.

10. Time

A. The parties agree that time is of the essence.

11. Miscellaneous

A. Notices. All notices, demands, requests or other communications given under this MOU shall be in writing and be given by personal delivery, United States Postal Service (delivery confirmation requested), nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested. Any party may change the notice addresses set forth below at any time by written notice of the same to the other party.

If to ME Rotary: Susan Archibald, President
Patagonia-Sonoita Rotary Club Foundation, Inc.
PO Box 424
Sonoita, AZ 85637

If to SCCFRA: Tom Hardesty, President
Santa Cruz County Fair & Rodeo Association, Inc.
PO Box 85
Sonoita, AZ 85637

B. Email. The parties may communicate via email as they so desire for communications that do not require official notice or, if using email, shall provide Notice as required in above section A that same day unless the other party waives notice in writing.

C. No Assignment. Neither party shall have the right to assign this MOU, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, which consent may be withheld or conditioned in its sole and absolute discretion.

D. Binding Effect. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns, provided that nothing herein contained shall be construed to permit a transfer or assignment other than as expressly authorized in accordance with the provision of this MOU.


E. Waiver. One or more waivers of any covenant, conditions or agreement contained in this MOU shall not be construed as a waiver of a further breach of the same covenant, condition or agreement or of any other covenant, condition or agreement.

- F. Severability. The invalidity of any provision of this MOU does not affect the validity of any other provision. Any invalid provision is deemed severed from this MOU and the balance of the MOU shall be construed and enforced as if the MOU did not contain the provision(s) held to be invalid.
- G. Choice of Law. The MOU is made in the State of Arizona and shall be governed by the laws of the State of Arizona.
- H. Jurisdiction/Venue. Any suit, proceeding or action relating to or arising out of this MOU shall be brought in the appropriate court of Santa Cruz County, Arizona.
- I. Headings. The section headings contained in this MOU are for reference purposes only and shall not affect the meaning or interpretation of this MOU.
- J. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same MOU.

APPROVED:

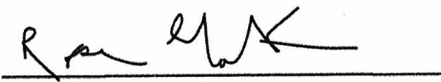
Patagonia-Sonoita Rotary Club Foundation, Inc.

By:

 1/30/17

Susan Archibald, President

Attest:


Secretary

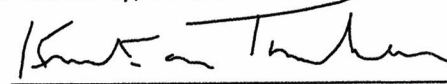
Santa Cruz County Fair & Rodeo Association, Inc.

By:

 Feb 10 - 2017

Thomas Hardesty, President

Attest:


Kristin Tomlinson, Secretary