

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE
REGARDING THE COUNTY’S CONTRIBUTION OF FUNDS TO THE CITY FOR
WATER & WASTEWATER PLANNING

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into on this 9 day of December, 2024 by and between SANTA FE COUNTY (“COUNTY”) and the CITY OF SANTA FE, a charter municipality organized under the laws of New Mexico (“CITY”).

RECITALS:

WHEREAS, the City and County share ownership of the Buckman Direct Diversion (BDD), and collaboratively manage water deliveries from this and other sources to City and County utility customers through an interconnected transmission and distribution network; and

WHEREAS, the City has agreed to supply up to 1,350 acre-feet/year to the County under the Amended and Restated Water Resources Agreement, and the City and County have a successful history of working together to manage water deliveries to their customers and planning for the future; and

WHEREAS, the City adopted Resolution No. 2019-56, which directed the development of 40-year and 80-year water plans to evaluate the City’s water demand and supplies, including implementation of operational scenarios to maximize the City’s existing water supplies; and

WHEREAS, the City and County have successfully collaborated on recent planning efforts including the Santa Fe Basin Study; and

WHEREAS, collaborating on a regional water planning effort will ensure a reliable and sustainable water supply to their customers; and

WHEREAS, a shared planning process will ensure a shared understanding of potential future supply and demand scenarios; and

WHEREAS, in order to support the planning process for its 40-year and 80-year water plans, the City has contracted with a third party for services to collect and analyze the necessary data for evaluating water demand and supplies and evaluating potential adaptation strategies necessary to meet future demands (the City's contractual services); and

WHEREAS, the City has developed a model (STEWARDS) to evaluate supply vulnerabilities and adaptation strategies under various future climate scenarios; and

WHEREAS, the County has collected certain data related to the County's water demand and supplies; and

WHEREAS, analysis of the data related to the identification of any additional needs of the County would allow integration of the County's water demand, supplies, and adaptation strategies with the City's water plans for the development of an integrated water plan that will support the development of City and County 40-year plans (the Water Planning Project); and

WHEREAS, an integrated water plan can provide the benefits of a regional entity while maintaining independence of the City and County by developing an iterative approach to the planning analysis that anticipates and enables integration of other entities upon subsequent iteration; and

WHEREAS, the County wishes to contribute certain funds to the City for analysis of data

required for the integration of County water supplies, demands, and adaptation strategies into the integrated water plan; and

WHEREAS, the City is implementing an update to its wastewater master plan, and the County has expressed interest in supporting an analysis of the data required for the integration of the County's future wastewater supply and demand (Wastewater Planning Project); and

WHEREAS, the County has retained a professional engineering firm to prepare a County Regional Effluent Management Plan, the purpose of which is to plan and model for wastewater collection and re-use in the South Sector of the County utility service area; and **WHEREAS**, the County has budgeted up to \$246,000.00 to contribute to the Water Planning Project and \$25,000.00 for the Wastewater Planning Project (collectively "Planning Projects"); however, any funding identified in this MOA or its amendments does not encompass funding for community outreach.

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE:

1. PAYMENT FOR COSTS.

- A.** The City shall provide to the County a scope and fee for services to be provided through contractual services related to the Planning Projects. The County Utilities Director shall review and approve the scope and fee.
- B.** The following tasks are anticipated to support the Water Planning Project and will be

completed within the budget, as practicable:

- a. Coordination with the County regarding its demand projections and support for revising the projections for use in the integrated water plan, if necessary;
- b. Model integration into the City STEWaRDS model;
- c. Joint City and County supply projections; and
- d. Evaluation of County adaptation strategies and plan documentation.

C. The following tasks are anticipated for the Wastewater Planning Project and will be completed within the budget as practicable:

- a. Continued coordination and future planning of County wastewater conveyance to the City wastewater treatment facility; and
- b. Participation in future reuse planning and shared water resources planning.

D. The County will pay to the City the costs and expenses for both Planning Projects' contractual services, that are part of an approved scope and fee, not-to-exceed the sum of \$246,000.00 for water and \$ 25,000.00 for wastewater, inclusive of New Mexico Gross Receipts Tax. On a monthly basis, the City shall provide the County with written statements of costs incurred by the City that are related to the Planning Projects. The County shall, within thirty (30) days of receipt of a written statement of costs from the City, remit payment to the City for the actual costs of the City's contractual project for the Planning Projects. The Santa Fe County community engagement and public involvement components to accompany this planning effort will be managed and

funded separately from this MOA.

E. The County may cooperatively procure these services from the City's contract.

2. LIMITATION ON PAYMENTS.

a. The County funds to be paid under this Agreement shall not exceed Two Hundred Forty-Six Thousand Dollars (\$246,000.00), inclusive of New Mexico Gross Receipts Tax, and shall be paid solely to reimburse the City for its actual contractual costs and expenses for the Water Planning Project.

b. The County funds to be paid under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000.00), inclusive of New Mexico Gross Receipts Tax, and shall be paid solely to reimburse the City for its actual contractual costs and expenses for the Wastewater Planning Project.

3. **TERM.** This Agreement shall be effective upon the date of the last signature by the parties hereto (the Effective Date). The term of this Agreement shall be for the duration of the Planning Projects, final invoicing and final processing of payments, or until terminated by either party pursuant to Article 4 (Termination).

4. **TERMINATION.** This Agreement may be terminated by either party upon written notice delivered to the other party at least thirty (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. **LIABILITY.** Each party shall be liable for its actions in accordance with this

Agreement.

6. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the City or County in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City, the County and their “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.

7. THIRD PARTY BENEFICIARIES. By entering into this Agreement, 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 County. No person or entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

8. ASSIGNMENT

Neither the City nor the County shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

9. AMENDMENT. This Agreement shall not be altered, changed, or amended except by instrument in writing signed by the parties.

IN WITNESS WHEREOF, the parties set their hands.

SANTA FE COUNTY:

By: Hank Hughes
Hank Hughes, Chair
Board of County Commissioners



ATTESTATION:
Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk

Date: 12/9/24

Approved as to form:
Cristella Coley for
Jeff Young
Santa Fe County Attorney

Date: 11.26.24

[CITY SIGNATURES ON NEXT PAGE]

CITY OF SANTA FE:

Alan Webber, Mayor

Date

ATTEST:

Andrea Salazar, City Clerk

Date

APPROVED FOR FINANCE:

Emily Oster, City Finance Director

Date

APPROVED AS TO FORM:

Erin K. McSherry, City Attorney

Date