

Middle Rio Grande Stormwater MS4 Compliance Monitoring Cooperative

INTERGOVERNMENTAL AGREEMENT

AN INTERGOVERNMENTAL AGREEMENT, CREATING THE MIDDLE RIO GRANDE MS4 COMPLIANCE MONITORING COOPERATIVE, IN SUPPORT OF COMPLIANCE EFFORTS FOR A STORMWATER DISCHARGE PERMITTING SYSTEM FOR THE MIDDLE RIO GRANDE VALLEY IN ACCORDANCE WITH THE FEDERAL CLEAN WATER ACT.

RECITALS

WHEREAS, the United States Environmental Protection Agency (EPA), Region 6 regulates the discharge of stormwater from municipal separate storm sewer systems (MS4s) in central New Mexico through the issuance of an MS4 permit for the Middle Rio Grande valley urbanized area, under the authority of the National Pollutant Discharge Elimination System (NPDES) regulations (40CFR122); and

WHEREAS, the Middle Rio Grande valley urbanized area is comprised of many diverse local, state, federal and tribal entities, each with separate and distinct authority and responsibilities; and

WHEREAS, the Middle Rio Grande valley urbanized area entities that are eligible for authorization under NPDES General Permit No. NMR04A000 (hereinafter "MS4 Permit"), and therefore eligible to enter into this Intergovernmental Agreement (hereinafter "Agreement") in furtherance of the requirements of the MS4 Permit, are the City of Albuquerque, Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA), University of New Mexico, New Mexico Department of Transportation District 3, Bernalillo County, Sandoval County, Village of Corrales, City of Rio Rancho, Village of Los Ranchos de Albuquerque, Kirtland Air Force Base, Town of Bernalillo, State Fairgrounds/Expo New Mexico, Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), Eastern Sandoval County Arroyo Flood Control Authority (ESCAFCA), Sandia National Laboratories/Department of Energy, Pueblo of Sandia, Pueblo of Isleta, and Pueblo of Santa Ana (collectively "Co-permittees"); and

WHEREAS, the proposed MS4 Permit requires each Co-permittee to obtain and report stormwater compliance monitoring results in their MS4 Annual Report; and

WHEREAS, the proposed MS4 Permit encourages cooperative efforts among the Co-permittees, including compliance monitoring activities, to reduce the amount of pollutants discharged with stormwater into the Rio Grande; and

WHEREAS, cooperation among the Co-permittees in the MS4 Permit through the Middle Rio Grande Compliance Monitoring Cooperative ("CMC"), with regard to monitoring requirements, offers the opportunity to reduce each individual Co-permittee's monitoring costs by cooperatively developing, funding, and executing a common monitoring plan without reducing the effectiveness of the monitoring plan.

MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

04-26-2016

a Members cash contribution, provided however, that participation in the CMC shall not be considered in-kind contributions. The value of in-kind contributions will be determined by the membership of the CMC by equating the value of the service to the cost that would be paid by the membership of the CMC to have the in-kind service performed by a third party (non-CMC member) contractor. The Contribution Schedule is located in Attachment 1 to this Agreement. This Contribution Schedule may be modified by the CMC annually without requiring modification to this agreement, provided however, that it shall be adopted by unanimous vote of the Members. Any funds remaining at the end of the Agreement Year will be carried into the next Calendar Year of this agreement. In such event, the CMC may either elect to retain the excess funds from the prior Calendar Year as a contingency fund, or may lower the annual contribution schedules for that year for all Members in equal proportion, based on the total amount carried forward. In the event a Member does not have the resources to provide full payment for any funds required by the Contribution Schedule, the remaining Members may agree, by unanimous vote, amend the Contribution Schedule if it is in the best interest of the CMC. Each Member's obligations under this Agreement are contingent upon sufficient appropriations being made therefor by such Member's governing body sufficient to fulfill such Member's said obligations. If such appropriations are insufficient to such Member's obligations hereunder, such Member's shall promptly notify the other Members, and this Agreement shall terminate forthwith with respect to such Member.

7. **FISCAL AGENT.** The Members shall select one (1) Co-permittee to act as Fiscal Agent for the CMC for the purposes of this Agreement. The Fiscal Agent shall act as the custodian of the CMC's funds, securities, and property. All funds will be held in a separate bank account for the purposes of this Agreement. All CMC funds shall be deposited promptly by the Fiscal Agent to the credit of the CMC. The CMC shall adhere to the Fiscal Agent's accounting and procurement procedures, provided such procedures comply with law. The Fiscal Agent shall make available to any interested Member, all records, receipts, and other documentation with respect to all matters concerning this agreement and shall have this account included in its annual audit. The Fiscal Agent shall maintain funds in accordance with all applicable state and Federal statutes. The Fiscal Agent shall be authorized on the CMC's behalf to sign checks, drafts, or other instruments for payment of money, acceptances, notes, or other evidences of indebtedness, to enter into contracts, or to execute and deliver other documents and instruments. This authority to enter into any contract or negotiated agreement shall be subject to approval by the CMC and subject to any limitations as set forth in this Agreement. Subject to the provisions of this Agreement, no loans shall be contracted on behalf of the CMC and no evidence of indebtedness shall be issued in its name unless authorized by a unanimous vote of the CMC Members. In consideration of the in-kind contributions anticipated from the Fiscal Agent, the total financial contribution requirements of the Fiscal Agent's Member agency, under any applicable agreement, shall be credited by the sum of one thousand dollars (\$1,000.00) for the term of the permit in which that Member serves as the Fiscal Agent.

8. **PAYMENTS.** The Fiscal Agent will invoice each Member for their respective participation, minus the values of any CMC approved in-kind contributions at the start of each member entity's Fiscal Year. Each Member will pay such invoices to the Fiscal Agent within

MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

04-26-2016

standing of the CMC, contracts may be used, with concurrence from all Members of the CMC, that have been issued by Members to perform elements of the monitoring program. If a contractor is used that has been procured by a Member in good standing of the CMC instead of the Fiscal Agent, then, with concurrence of the other Members of the CMC, an entity that is not the Fiscal Agent for the CMC may contract to have the services performed and upon successful completion of the services, submit an invoice, with no mark-up, to the Fiscal Agent for reimbursement. Reimbursement shall only be authorized for reasonable and necessary costs. All contractor's utilized for the purposes identified in this Agreement shall be procured in accordance with the State Procurement Code. Contractors will be agents of the Member issuing the contract. Other Members of the CMC shall not be bound by the terms of the contract.

13. **EVALUATION.** The Members agree that the Stormwater Monitoring contract is an ongoing program. The effectiveness of the Stormwater Monitoring contract, with regard to permit compliance, will be evaluated by the CMC prior to annual renewal(s) or request for proposals.

14. **LIMITATION ON SAMPLING ACTIVITIES.** The contractor's scope of services will be limited to the CMC-developed and EPA approved sampling plan and associated reporting. If, in the event of an exceedence during routine monitoring events, additional investigation is required by the EPA to identify the source of a potential contaminant, the CMC may expand monitoring activities to the degree necessary to locate the likely entry point of the potential contaminants. Once the likely entry point is identified, further investigation into the source of the potential contaminant will become the responsibility of the specific Co-permittee(s) having jurisdiction at the location where the likely entry occurred. The CMC shall have no responsibility, fiscal or otherwise, to investigate potential sources of contamination outside of the river or its affiliated Middle Rio Grande Conservancy District-owned water conveyances.

15. **PARTICIPATION AFFECTED.** If any situation arises which adversely affects any Member's participation in this Agreement, said Member will immediately, and in writing, notify the other Members. Any circumstance that materially affects this Agreement will be promptly and equitably resolved by all Members and if necessary, an amendment to this Agreement shall be executed.

16. **COMPLIANCE WITH GOVERNING LAWS.** The obligations of each Member under this Agreement shall be performed in compliance with all applicable laws, statues, and ordinances. Nothing herein is intended to constitute any agreement for the Members to perform any activity in violation of the Constitution or Laws of the State of New Mexico or the Ordinances of any Co-permittee that is a Member of this Agreement.

17. **SEVERABILITY.** If any clause or provision of this Agreement is illegal, invalid or unenforceable, under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the Members hereto that the remainder of this Agreement shall not be affected thereby.

MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

04-26-2016

EACH ENTITY WILL EXECUTE AGREEMENT INDIVIDUALLY. SIGNATURE PAGES
WILL BE CONSOLIDATED INTO SINGLE DOCUMENT

**Albuquerque Metropolitan Arroyo
Flood Control Authority**



Bruce M. Thomson, Chair
Board of Directors



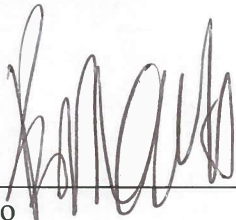
Date

Attest:



Ronald D. Brown, Secretary-Treasurer
Board of Directors

Approved as to Form:



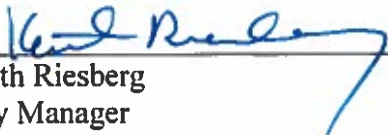
Randy Autio
AMAFCA Attorney

Date: 

MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

5-24-2016

City of Rio Rancho




Keith Riesberg
City Manager

5/27/16

Date

Approved as to Form:



Jennifer Vega-Brown
City Attorney

Date: 5/27/16

Date for of beginning of Fiscal Year: July 1

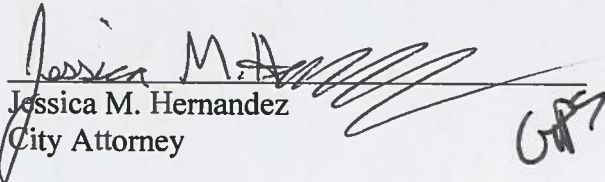
MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

04-26-2016

EACH ENTITY WILL EXECUTE AGREEMENT INDIVIDUALLY. SIGNATURE PAGES
WILL BE CONSOLIDATED INTO SINGLE DOCUMENT

City of Albuquerque

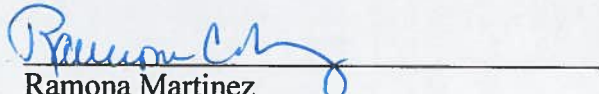
Approved as to Form


Jessica M. Hernandez
City Attorney

6/15/16
Date

Purchasing Approval

:


Ramona Martinez
Chief Procurement Officer

6/16/16
Date

Recommended By:


Melissa Lozoya
Director, Department of Municipal Development

6/16/16
Date

Approved By


Robert J. Perry
Chief Administrative Officer

6/17/16
Date

Date for of beginning of Fiscal Year: July 1

ATTACHMENT 1

CONTRIBUTION SCHEDULE

County of Bernalillo:


APPROVED BY:


Julie M. Baca Date
Bernalillo County Manager

RECOMMENDED BY:


Roger A. Paul, P.E. Date
Deputy County Manager for Public Works

APPROVED AS TO FORM ONLY:


for Deputy County Attorney Date
4-24-2016

MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

04-26-2016

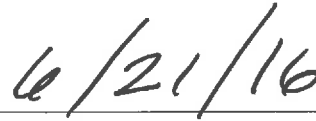
EACH ENTITY WILL EXECUTE AGREEMENT INDIVIDUALLY. SIGNATURE PAGES
WILL BE CONSOLIDATED INTO SINGLE DOCUMENT

Village of Los Ranchos de Albuquerque

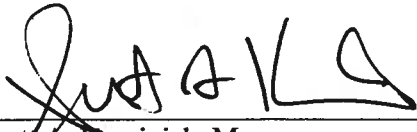


Kelly Ward
Administrator

Date





Village of Corrales




Scott A. Rominiak, Mayor

5/26/16
Date

Jennifer W. Wise, Village Clerk

Approved as to Form:



John L. Appel
Coppler Law Firm P.C.
Village of Corrales Attorney

5/26/16
Date


Date for beginning of Fiscal Year: July 1

MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

04-26-2016

EACH ENTITY WILL EXECUTE AGREEMENT INDIVIDUALLY. SIGNATURE PAGES
WILL BE CONSOLIDATED INTO SINGLE DOCUMENT

Town of Bernalillo




Jack Torres, Mayor
Board of Directors

5/23/2016

Date

Attest:



Ida Fierro, Town Clerk

Date for of beginning of Fiscal Year: July 1

MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

04-26-2016

EACH ENTITY WILL EXECUTE AGREEMENT INDIVIDUALLY. SIGNATURE PAGES
WILL BE CONSOLIDATED INTO SINGLE DOCUMENT

**Southern Sandoval County Arroyo
Flood Control Authority**

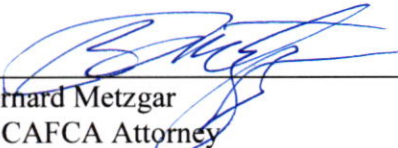


James Fahey, M.D., Chair
Board of Directors

5/20/16

Date

Approved as to Form:



Bernard Metzgar
SSCAFCA Attorney

Date: 5/20/16

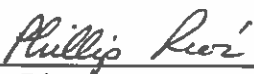
Date for of beginning of Fiscal Year: July 1

MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

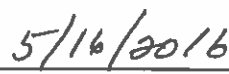
04-26-2016

EACH ENTITY WILL EXECUTE AGREEMENT INDIVIDUALLY. SIGNATURE PAGES
WILL BE CONSOLIDATED INTO SINGLE DOCUMENT

**Sandoval County, New Mexico
Flood Control Authority**



Phillip Rios
County Manager

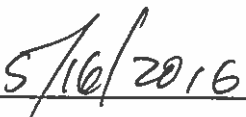


Date

Approved as to Form:



Patrick Trujillo
Sandoval County Attorney

Date: 

Date for of beginning of Fiscal Year: July 1

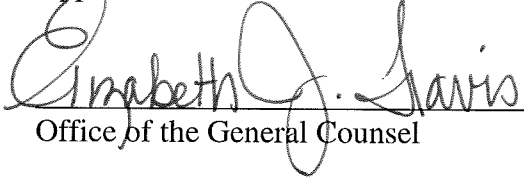
MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

04-26-2016

EACH ENTITY WILL EXECUTE AGREEMENT INDIVIDUALLY. SIGNATURE PAGES
WILL BE CONSOLIDATED INTO SINGLE DOCUMENT

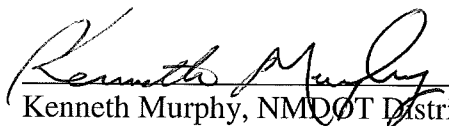
**New Mexico Department of Transportation -
District 3**

Approved as to Form:


Office of the General Counsel

6.29.2016
Date

Approved By:


Kenneth Murphy, NMDOT District Three Engineer

7/2/16
Date

Date for of beginning of Fiscal Year: July 1

MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

04-26-2016

EACH ENTITY WILL EXECUTE AGREEMENT INDIVIDUALLY. SIGNATURE PAGES
WILL BE CONSOLIDATED INTO SINGLE DOCUMENT

University of New Mexico

for Elizabeth Mayan
David W. Harris
Executive Vice President for Administration, COO & CFO
Univ. Controller 7-19-16
Date

Approved:

Carla P. Domenici
Carla P. Domenici
Director, Safety and Risk Services
7-14-16
Date

Approved as to Form:

KD for
Elsa K. Cole, Esq.
University Counsel
7/15/2016
Date

Date for of beginning of Fiscal Year: July 1

ATTACHMENT 1

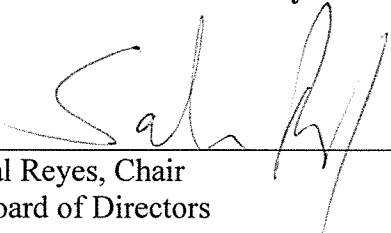
CONTRIBUTION SCHEDULE

MIDDLE RIO GRANDE STORMWATER
MS4 COMPLIANCE MONITORING COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
FINAL

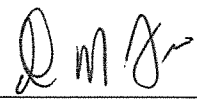
04-26-2016

EACH ENTITY WILL EXECUTE AGREEMENT INDIVIDUALLY. SIGNATURE PAGES
WILL BE CONSOLIDATED INTO SINGLE DOCUMENT


**Eastern Sandoval County Arroyo
Flood Control Authority**

 _____ Date May 25, 2016
Sal Reyes, Chair
Board of Directors

Attest:

 _____
Ida Fierro, Secretary
Board of Directors

Approved as to Form:

 _____
Bernie Metzgar
ESCAFCA Attorney

Date: _____

ATTACHMENT 1

Sampling Cooperative Cost Allocation Determination (CAD) Tool

28-Apr-16

| Number | Participant | | | | ENTITY PAYMENT | FISCAL AGENT CREDIT (\$1k) |
|--------|--------------------------------------|--|------|--------------|----------------|-------------------------------|
| 1 | City of Albuquerque | | 1.38 | \$ 45,574.50 | \$45,600.00 | |
| 2 | AMAFCA | | 0.43 | \$ 14,319.39 | \$14,400.00 | \$ (1,000.00) |
| 3 | UNM | | 0.41 | \$ 13,553.53 | \$13,600.00 | |
| 4 | NMDOT | | 0.12 | \$ 3,865.56 | \$3,900.00 | |
| 5 | Bernalillo County | | 0.59 | \$ 19,549.95 | \$19,600.00 | |
| 6 | Sandoval County | | 0.46 | \$ 15,094.20 | \$15,100.00 | |
| 7 | Village of Corrales | | 0.04 | \$ 1,393.20 | \$1,400.00 | |
| 8 | City of Rio Rancho | | 0.42 | \$ 13,997.46 | \$14,000.00 | |
| 9 | Los Ranchos de Albuquerque | | 0.02 | \$ 705.79 | \$1,000.00 | |
| 10 | Town of Bernalillo | | 0.03 | \$ 903.81 | \$1,000.00 | |
| 11 | ESCAFCA | | 0.01 | \$ 338.88 | \$500.00 | |
| 12 | SSCAFCA | | 0.08 | \$ 2,703.72 | \$2,900.00 | |
| | Ratio Check (Sum = Weighting Factor) | | 4.00 | | \$132,000.00 | |

Intergovernmental Agreement Regarding the Operation, Function,

and Funding of the Storm Water Team

THIS AGREEMENT is made and entered into this 27th day of August, 2008, by and among the County of Bernalillo ("COUNTY"), the City of Albuquerque ("COA"), the Albuquerque Metropolitan Arroyo Flood Control Authority ("AMAFCA"), the New Mexico Department of Transportation ("NMDOT"), the Southern Sandoval County Arroyo Flood Control Authority ("SSCAFCA"), and the Ciudad Soil and Water Conservation District ("CIUDAD"), all political subdivisions of the State of New Mexico, and the University of New Mexico ("UNM"), a state educational institution, individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the National Pollution Discharge Elimination System (NPDES) storm water discharge permits for small and large municipal separate storm sewer systems ("MS-4") include a minimum control measure regarding public outreach and education; and

WHEREAS, this minimum control measure requires each permittee to develop and distribute educational materials to the community or conduct equivalent public outreach activities about the impacts of storm water discharges on receiving water bodies and the actions that the public can take to reduce pollutants in storm water runoff; and

WHEREAS, COA, AMAFCA, NMDOT, and UNM, co-permittees of a MS-4 Phase I permit, and the COUNTY, a permittee of a Phase II permit, entered into a Cooperative Agreement dated October 20, 2005 in order to accomplish said public outreach and education, and the group informally became known as the Storm Water Team; and

WHEREAS, the Storm Water Team hired a Storm Water Quality Education Coordinator ("Coordinator") to help develop a public education campaign and produce public service announcements including print materials for distribution, and that contract expires November 2008; and

Intergovernmental Agreement Regarding the Operation, Function,

and Funding of the Storm Water Team

WHEREAS, SSCAFCA desires to combine efforts to educate the public on storm water quality as required in their Phase II storm water discharge permit, and to become one of the participating agencies of the Storm Water Team; and

WHEREAS, CIUDAD desires to combine efforts to educate the public on storm water quality as part of their Watershed Restoration Action Strategy, and to become one of the participating agencies of the Storm Water Team; and

WHEREAS, SSCAFCA and CIUDAD both desire to provide funding as part of their membership to the Storm Water Team; and

WHEREAS, each Party has an interest in reducing pollution and/or meeting storm water permit requirements within their respective boundaries, which are shown in Exhibit 1; and

WHEREAS, with new members being added, it is appropriate to enter into this Agreement in order to formalize the Storm Water Team mission and function, and establish future funding streams.

THEREFORE IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Storm Water Team ("Team") will include all members that have signed a Cooperative Funding Agreement, comply with its terms and continue to fund the team. Additional non-voting members will include other agencies, organizations, or individuals that will provide technical assistance needed to allow the Team to accomplish its mission.
2. The Team will serve as the focal point on public education and outreach regarding storm water quality in the Albuquerque Reach of the Rio Grande watershed, which is

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

the area that drains to the Rio Grande between Algodones and Isleta Pueblo. The Team mission statement is hereby agreed to by the Parties:

The Storm Water Team is a multi-agency committee dedicated to providing public education and awareness regarding storm water pollution and how to reduce debris and other pollutants in the Albuquerque Reach of the Rio Grande and its tributary arroyos.

3. The Team will have an Executive Committee made up of one voting member from each Party in good standing, which is defined as having paid their expected contribution, as described in Section 4. Each Party in good standing will designate a staff member to be on the Executive Committee. Other staff liaisons will be assigned to the Team as necessary to support the Team mission. Other/outside agencies may participate on the Team by attending meetings and giving input; however, only the Executive Committee may vote on Team decisions. The purpose of the Executive Committee will be to administer and direct the Team and Coordinator in accordance with the provisions herein. Decisions of the Executive Committee will be decided by majority vote of the Executive Committee.
4. Each Party agrees to provide payment for Fiscal Year 2009 in the amount shown in the Contribution Schedule, which may include the value of Executive Committee approved in-kind services, in Attachment A. For subsequent Fiscal Years, the Contribution Schedule may be adjusted by the Executive Committee, including the value of in-kind contributions.
5. AMAFCA will be the fiscal agent for the purposes of this Agreement. All funds will be held in a separate bank account for the purposes of this Agreement. AMAFCA shall make available to any interested Party, all records, receipts, and other

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

documentation with respect to all matters concerning this Agreement, and shall have this account included in its annual audit.

6. Each Party agrees that a Storm Water Quality Education Coordinator will be hired through the Request for Proposal (RFP) process in advance of the expiration of the current Coordinator's contract. The Coordinator shall be a contractor and not an employee of AMAFCA. Responsibilities included in the Storm Water Quality Education Coordination contract will be to develop and manage a comprehensive educational and awareness campaign, arrange all purchases for deliverables and advertising on behalf of the Team, and make presentations to the public as directed. Each Party will have one representative on the Selection Advisory Committee for the request for proposals process. The Selection Advisory Committee will rank proposals and recommend the top three respondents to the AMAFCA Board of Directors. Upon AMAFCA Board of Directors' approval, AMAFCA will negotiate an agreement with the selected consultant. The Executive Committee will provide input on scope and fees; however, final negotiations and approval will be at AMAFCA's sole discretion.
7. The Parties agree that the Storm Water Quality Education Coordination contract is an ongoing program. The effectiveness of the Storm Water Quality Education Coordination contract, with regard to the Team mission statement, will be evaluated prior to annual renewal(s) or request for proposals.
8. AMAFCA will invoice each Party for their respective participation, minus the value of any Executive Committee approved in-kind contributions, in July, at the start of the Fiscal Year. Each Party will pay such invoices to AMAFCA within forty-five

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

(45) days of the date of the invoice. Invoices will be sent to Team members listed in Attachment B.

9. It is intended that the Team's operation and function described in this Agreement are ongoing, subject to continued support and authorized funding by each of the Parties. Each Party has the option to not participate in this Agreement in the future by sending written notice to all the other participating Parties at or before the expiration of the Fiscal Year. In such event, the terminating Party shall not be entitled to return of any contribution(s) made under this Agreement; and this Agreement shall remain in full force and effect by and among the remaining Parties.
10. The Team may accept one-time contributions from outside funding sources, to be used to support the Team mission. The Executive Committee will consider the requested uses of such one-time contributions and will ensure the uses are consistent with the Team's ongoing public outreach and education program. Such contributions shall not constitute voting privileges on the Executive Committee.
11. The Parties agree that effort will be expended within the respective boundaries of each participating agency, proportional to funding contributions.
12. If any situation arises which adversely affects any Party's participation in this Agreement, said Party will immediately, and in writing, notify the other Parties. Any circumstance that materially affects this Agreement will be promptly and equitably resolved by all Parties and if necessary, an amendment to this Agreement shall be executed.
13. The obligations of each Party under this Agreement shall be performed in compliance with all applicable laws, statutes and ordinances. Nothing herein is intended to

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

constitute any agreement for the Parties to perform any activity in violation of the Constitution or Laws of the State of New Mexico or the Ordinances of any entity that is a Party to this Agreement.

14. If any clause or provision in this Agreement is illegal, invalid or unenforceable, under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
15. It is specifically agreed among the Parties that this Agreement does not, and is not intended to, create in the public, or any member thereof, any rights whatsoever, such as but not limited to, the rights of a third Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for wrongful death or any other claim whatsoever.
16. As among the Parties, each shall be solely responsible for any and all liability from personal injury, including death, or damage to property, arising from any negligent or intentional act or failure to act of the respective Party, its officials, agents, contractors or employees pursuant to this Agreement. Liabilities of each Party shall be subject to the immunities and limitations of the Tort Claims Act, §§41-4-1, et seq., NMSA, 1978, and any amendments thereto. By entering into this Agreement, the COUNTY and its "public employees" as defined in the New Mexico Tort Claims Act, the COA and its "public employees" as defined in the New Mexico Tort Claims Act, AMAFCA and its "public employees" as defined in the New Mexico Tort Claims Act, NMDOT and its "public employees" as defined in the New Mexico Tort Claims Act, UNM and its "public employees" as defined in the New Mexico Tort Claims

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

Act, SSCAFCA and its "public employees" as defined in the New Mexico Tort Claims Act, and CIUDAD and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

17. The effective date of this Agreement shall be the latest date of approval by all of the interested Parties.
18. Upon approval by all Parties, the covenants, terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year set forth above.


Albuquerque Metropolitan Arroyo
Flood Control Authority

Date: March 20, 2008



Danny Hernandez
Chair of the Board of Directors

Attest:



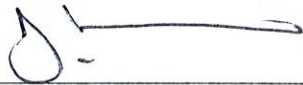
Tim Eichenberg,
Secretary/Treasurer

Date: March 20, 2008


Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team

County of Bernalillo

Date: 5/22/08


Thaddeus Lucero, County Manager

Approved As To Form Only:


Deborah Seligman,
Assistant County Attorney

Date: 5/19/2008

Recommended By:

Tom Zdunek 
~~XXXXXX~~, Deputy County Manager
Public Works Division


Date: 5/24/08


BC CCN 2008-0264

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

City of Albuquerque

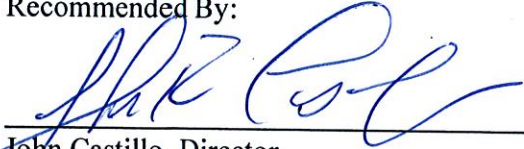
Approved As To Form Only:



City Attorney 

Date: 5-12-8

Recommended By:



John Castillo, Director

Date: 5/13/08

Approved By:



Dr. Bruce Perlman, Chief Administrative Officer

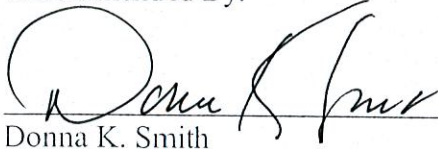
Date: 5/16/08

Intergovernmental Agreement Regarding the Operation, Function,

and Funding of the Storm Water Team

University of New Mexico

Recommended By:


Donna K. Smith

Director, Safety & Risk Services

Date: 4-23-08

Approved As To Form Only:


Richard Mertz

Associate University Counsel

Date: 4/29/08

Approved By:


David W. Harris

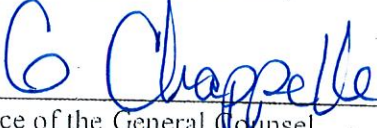
Executive Vice President for Administration

Date: 5/1/08

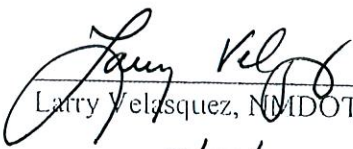
Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team

New Mexico Department of Transportation

Approved As To Form Only:


Office of the General Counsel
Date: 5/22/08

Approved By:


Larry Velasquez, NMIDOT District Three Engineer
Date: 8/28/08

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**


Ciudad Soil and Water Conservation District

Date: April 7, 2008

Lauro Silva
Lauro Silva, Chair

Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team

Approved as to Form:

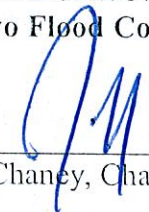


Bernard P. Metzgar
SSCAFCA Attorney

Date: 4/18/08

Southern Sandoval County
Arroyo Flood Control Authority

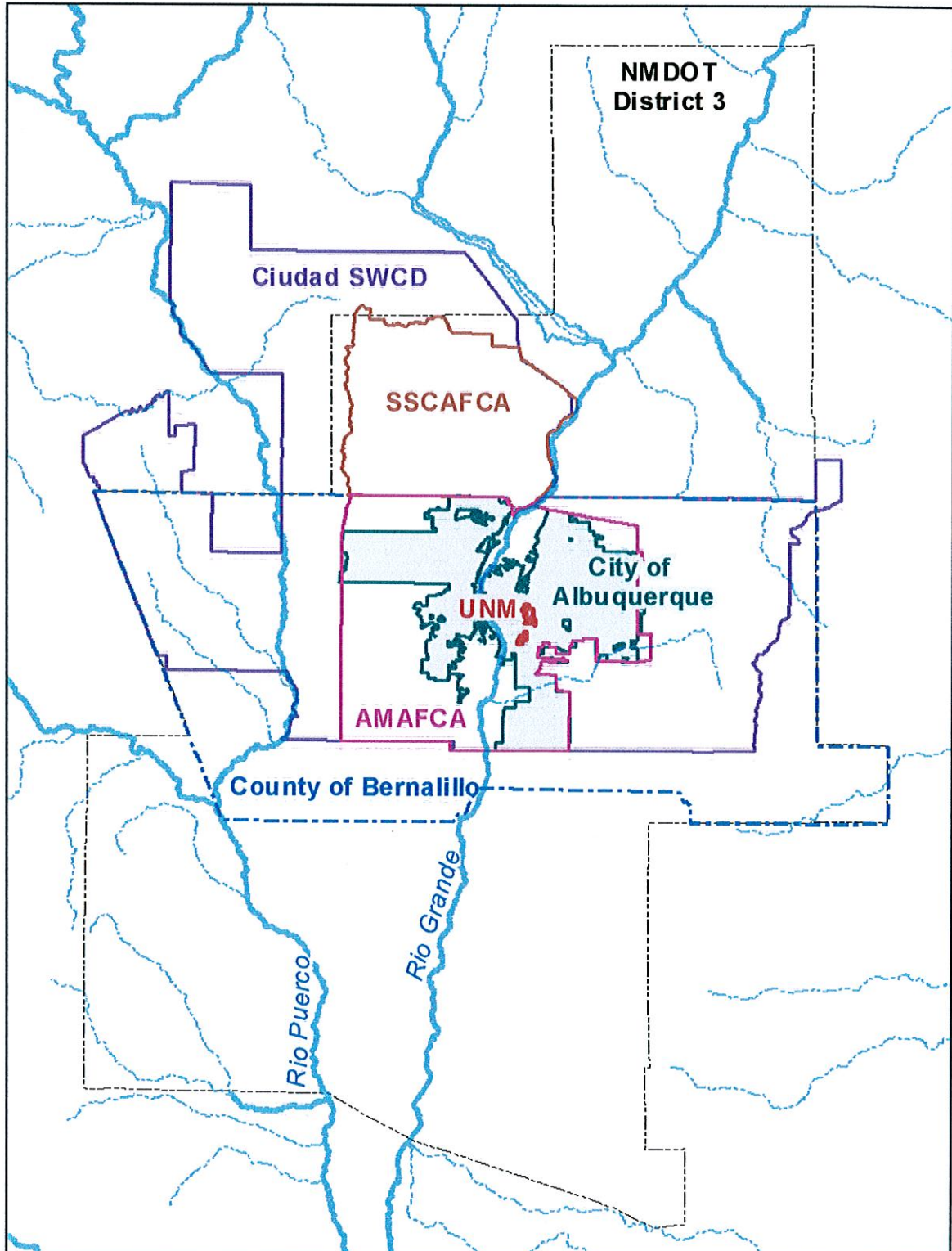
Date: 5/2/08



John Chaney, Chairman

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

Exhibit 1
Boundaries of Participating Agencies



**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

Storm Water Team Intergovernmental Agreement – Attachment A

STORM WATER TEAM CONTRIBUTIONS

| FY 05 | | Date received by AMAFCA |
|------------------------------|-----------------|-------------------------|
| AMAFCA | \$10,000 | 12/01/2004 |
| City of Albuquerque | 10,000 | 04/28/2005 |
| County of Bernalillo | 10,000 | 12/02/2004 |
| UNM | 7,000* | 07/19/2005 |
| NMDOT | 10,000 | 05/26/2005 |
| Total | \$47,000 | |
| | | |
| FY 06 | | |
| AMAFCA | \$10,000 | 12/23/2005 |
| City of Albuquerque | 10,000 | 01/23/2006 |
| County of Bernalillo | 10,000 | 06/29/2006 |
| UNM | 7,000 | 02/02/2006 |
| NMDOT | 10,000 | 06/29/2006 |
| Total | \$47,000 | |
| | | |
| FY 07 | | |
| AMAFCA | \$10,000 | 03/21/2007 |
| City of Albuquerque | 10,000 | 06/13/2007 |
| County of Bernalillo | 10,000 | 02/11/2008 |
| UNM | 7,000 | 05/22/2007 |
| NMDOT | 10,000 | 04/02/2008 |
| Total | \$47,000 | |
| | | |
| FY 08 | | |
| AMAFCA | \$10,000 | 10/03/2007 |
| City of Albuquerque | 10,000 | 09/25/2007 |
| County of Bernalillo | 10,000 | 03/18/2008 |
| UNM | 7,000 | 12/10/2007 |
| NMDOT | 10,000 | 04/02/2008 |
| Total | \$47,000 | |
| | | |
| FY 09 Expected Contributions | | |
| AMAFCA | \$10,000 | |
| City of Albuquerque | 10,000 | |
| County of Bernalillo | 10,000 | |
| UNM | 7,000 | |
| NMDOT | 10,000 | |
| SSCAFCA | 10,000 | |
| Ciudad | 10,000 | |
| Total | \$67,000 | |

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

Storm Water Team Intergovernmental Agreement – Attachment B

STORM WATER TEAM CONTACT ADDRESSES

Christy Burton
AMAFCA
2600 Prospect Ave NE
Albuquerque, NM 87107

cc Irene Jeffries (same address)
on invoices

Storm Drainage Section
Dept. of Municipal Development
Attn: Kathy Verhage
P.O. Box 1293, Rm. 301
Albuquerque, NM 87103

cc Roland Penttila (same address)
on invoices

Vern Hershberger
Safety & Risk Services
1 University of New Mexico
MSC07 4100
Albuquerque, NM 87131

Send original invoices to:
Accounts Payable
1 University of New Mexico
MSC01 1290
Albuquerque, NM 87131

Carol Moritz, Administrative Manager
Ciudad Soil & Water Conservation District
6200 Jefferson NE, Room 125
Albuquerque, NM 87109

Kathy Trujillo
New Mexico Department of Transportation
District 3
PO Box 91750
Albuquerque, NM 87199-1750

Patricia Dominguez
Bernalillo County
Public Works Division
2400 Broadway Blvd SE
Bldg N
Albuquerque, NM 87102

cc Mary Murnane (same address)
on invoices

David Stoliker
SSCAFCA
1041 Commerical N.E.
Rio Rancho, New Mexico 87124

Middle Rio Grande Stormwater MS4 Technical Advisory Group

MEMORANDUM OF AGREEMENT

A COOPERATIVE AGREEMENT, CREATING THE MIDDLE RIO GRANDE MS4 TECHNICAL ADVISORY GROUP, IN SUPPORT OF COMPLIANCE EFFORTS FOR A STORMWATER DISCHARGE PERMITTING SYSTEM FOR THE MIDDLE RIO GRANDE VALLEY IN ACCORDANCE WITH THE FEDERAL CLEAN WATER ACT.

WHEREAS, the United States Environmental Protection Agency (EPA), Region 6 regulates the discharge of stormwater from municipal separate storm sewer systems (MS4s) in New Mexico through the issuance of an MS4 permit for the Middle Rio Grande valley urbanized area under the authority of the National Pollutant Discharge Elimination System (NPDES) regulations (40CFR122); and

WHEREAS, the Middle Rio Grande area is comprised of many diverse local, state, federal and tribal entities, each with separate and distinct authority and responsibilities; and

WHEREAS, the Middle Rio Grande area entities potentially eligible for authorization under the proposed NPDES General Permit No. NMR04A000 (hereinafter “MS4 Permit”), and therefore are eligible to enter into this Memorandum of Agreement (hereinafter “Agreement”) in furtherance of the requirements of the MS4 Permit, are the City of Albuquerque, Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA), University of New Mexico, New Mexico Department of Transportation District 3, Bernalillo County, Sandoval County, Village of Corrales, City of Rio Rancho, Los Ranchos de Albuquerque, Kirtland Air Force Base, Town of Bernalillo, State Fairgrounds/Expo New Mexico, the Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), the Eastern Sandoval County Arroyo Flood Control Authority (ESCAFCA), Sandia National Laboratories/Department of Energy, Pueblo of Sandia, Pueblo of Isleta, and Pueblo of Santa Ana (collectively “Stormwater Management Entities”); and

WHEREAS, the proposed MS4 Permit encourages cooperative efforts among separate local, state, federal and Tribal governments to reduce the amount of pollutants discharged with stormwater from the Middle Rio Grande urbanized area MS4s; and

WHEREAS, continued cooperation among the Stormwater Management Entities in the MS4 Permit offers an enhanced opportunity for each entity to remain aware of the requirements in the MS4 Permit and facilitate compliance with conditions of the permit;

NOW, THEREFORE, BE IT AGREED THAT:

1. The signatories to this Agreement (hereinafter collectively referred to as “Parties” and individually referred to as “Party”) support and encourage a cooperative commitment to assist one another with technical issues regarding compliance with the MS4 Permit and agree to form the Middle Rio Grande MS4 Technical Advisory Group (MS4TAG).

2. The purpose of the MS4TAG will be to exchange technical information regarding compliance with the MS4 Permit, exchange ideas among Parties regarding compliance efforts, and exchange information regarding illicit discharges detected within each Party's jurisdiction. The MS4TAG shall have no binding financial authority and shall be strictly advisory in nature.

3. Nothing in this Agreement shall be construed as obligating a Party to this agreement to expend funds for any purpose, and no Party shall be required to contribute any funds in order to participate in this Agreement. In the event the Parties determine that any joint expenditure of funds among multiple Parties becomes necessary in order to comply with the requirements of the MS4 Permit, a separate agreement shall be entered into between the affected Parties regarding any and all such expenditures at that time.

4. The term of this Agreement shall run from the date the MS4 Permit is issued by the EPA until the date the MS4 Permit is terminated or expires, whichever occurs first. This Agreement may be terminated in its entirety at any time upon the mutual agreement of all of the then-existing Parties to this Agreement. In the event any Party wishes to withdraw from this Agreement without terminating the other Parties' interests in this Agreement, withdrawal shall become effective upon ninety (90) days prior written notice to the other Parties. Withdrawal shall fully and completely terminate that Party's interest in and obligations under this Agreement. Following any Party's withdrawal, this Agreement shall continue in full force and effect as to all remaining Parties to the extent possible.

5. This Agreement does not address the "Public Education and Outreach" or "Cooperative Sampling" sections of the MS4 Permit. Any MS4TAG efforts regarding either of these sections of the MS4 Permit under this Agreement shall be strictly in furtherance of the spirit of cooperation intended among the Parties. Each Party acknowledges its obligations under the "Public Education and Outreach" and "Cooperative Sampling" sections of the MS4 Permit are separate and apart from its activities under this Agreement, and a separate agreement will be required for any collaboration among the Parties with respect to those permit requirements.

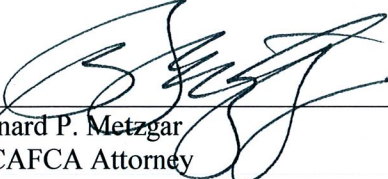
6. The Parties will appoint two (2) Co-Coordiators from among the Parties, one of which must be from a Party located within the Bernalillo County geographical area and one of which must be from a Party located within the Sandoval County geographical area. Appointment of a Co-Coordinator shall be by majority vote of the voting Parties, with only those Parties located in the county of Bernalillo voting on the Co-Coordinator from that area, and only those Parties located in the county of Sandoval voting on the Co-Coordinator from that area. Co-Coordiators must be appointed annually in each subsequent permit year, or earlier if the position becomes vacant for any reason. For the New Mexico Department of Transportation District 3, which operates stormwater management facilities in both counties, for the purposes of this section, they shall select one county affiliation in year one of the agreement and alternate affiliations in subsequent years of this Agreement. The Co-Coordiators will be expected to coordinate the Parties' efforts under this Agreement, including facilitating meetings of the MS4TAG at least monthly for the first year of the MS4 Permit. In years two through five of the permit, the frequency of meetings may be reduced to quarterly with additional meetings called as necessary to discuss issues regarding MS4 Permit compliance.

7. Each Party shall be entitled to one (1) vote on any action items.
8. This Agreement creates no obligations on behalf of any Party to any other Party to this Agreement, including for any requirements imposed or determinations made by EPA. The Parties acknowledge and agree that each shall at all times remain individually liable for full compliance with the requirements of the MS4 Permit, including EPA's determination regarding the implementation schedule.
9. This Agreement may be modified in writing at any time upon the mutual agreement of the Parties.
10. Parties can be added at any time during the life of this Agreement. A potential future Party's submittal of a signature page to the Co-Coordiators and approval by the Co-Coordiators shall add the Party to the Agreement.

MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL

10-07-13

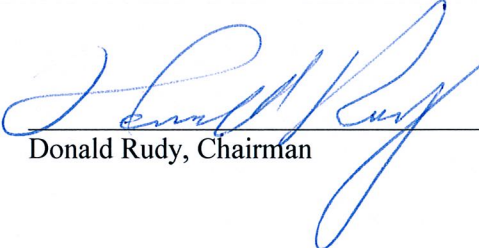
Approved as to Form:


Bernard P. Metzgar
SSCAFCA Attorney

Date: 10/04/13

Southern Sandoval County Arroyo
Flood Control Authority

Date: 10/18/13

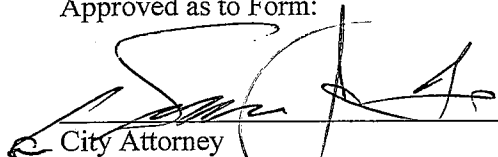

Donald Rudy, Chairman

MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL DRAFT

9-30-13

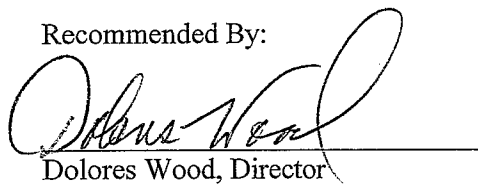
City of Rio Rancho

Approved as to Form:


City Attorney

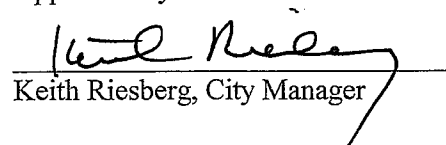
Date: 10/1/13

Recommended By:


Dolores Wood, Director

Date: 11.4.13

Approved By:

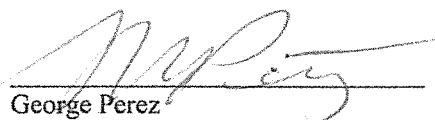

Keith Riesberg, City Manager

Date: 11/1/13

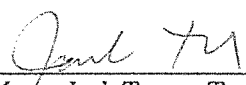
MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL DRAFT

9-30-13

Approved as to Form:


George Perez
Town of Bernalillo Attorney

Date: 10/15/2013


Mayor Jack Torres, Town of Bernalillo


Date: 10/14/13

Attest: 
Ida Fierro, Town Clerk

Date: 10/14/13

10-07-13

VILLAGE OF CORRALES

By:  10.08.13
Philip Gasteyer, Mayor Date

Attest:

 10-08-2013
Juan Reyes, Village Clerk Date

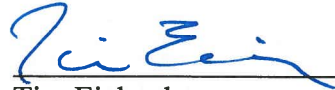
MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL

10-07-13

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

**Albuquerque Metropolitan Arroyo
Flood Control Authority**

Date: 10/24/2013



Tim Eichenberg
Chair of the Board of Directors

Attest:



Bruce Thomson
Secretary/Treasurer

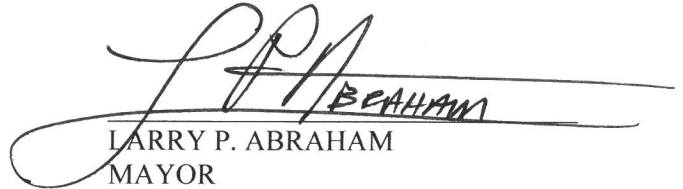
Date: 10/24/13

MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL

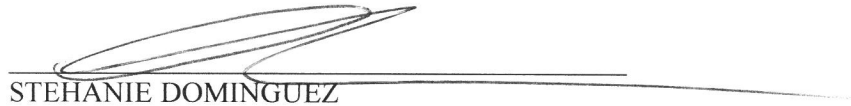
10-07-13

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE

Date: November 14, 2013


LARRY P. ABRAHAM
MAYOR

(SEAL)


STEHANIE DOMINGUEZ
VILLAGE CLERK

MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL

10-07-13

Accepted on behalf of:

U.S. DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION
SANDIA FIELD OFFICE

By:

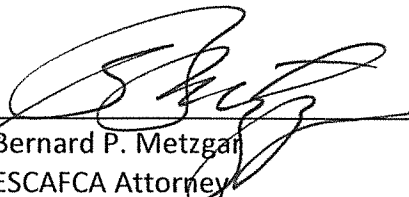

Geoffrey L. Beausoleil
Manager

Date

14 NOV 2013

MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL

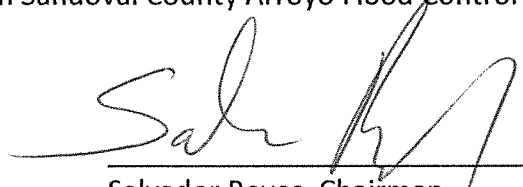
Approved as to Form:


Bernard P. Metzgar
ESCAFCA Attorney

Date: 11/14/13

Eastern Sandoval County Arroyo Flood Control Authority

Date: NOV. 19, 2013


Salvador Reyes, Chairman

MIDDLE RIO GRAND STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL DRAFT

9-30-13

UNIVERSITY OF NEW MEXICO

Approved by:

 Date: 12/17/13
David Harris, Executive Vice President

Recommended by:

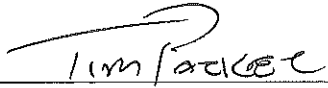
 Date: 12-10-13
Carla P. Domenici, Director
Safety and Risk Services Department

MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL

10-07-13

New Mexico Department of Transportation

Approved By:

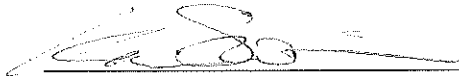


Timothy L. Parker, M.S., P.E.
NMDOT District Three Engineer

Date:

12/22/13

Approved As To Form Only:



Ken Swain, Assistant General Counsel
Office of the General Counsel

Date:

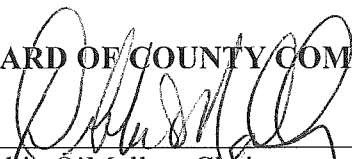
12/18/2013

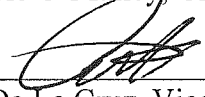
BERNALILLO COUNTY

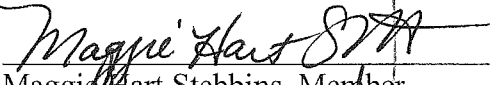
Motion to: Approve a Memorandum of Agreement (MOA) joining the County with other local entities participating in the Middle Rio Grande MS4 Technical Advisory Group (MS4TAG).

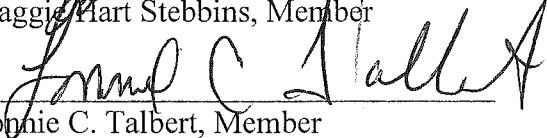
Approved this 28th day of January, 2014

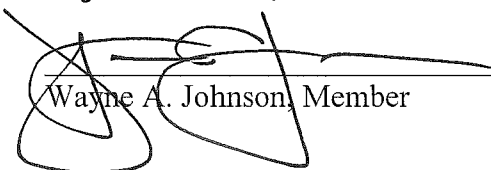
BOARD OF COUNTY COMMISSIONERS


Debbie O'Malley, Chair


Art De La Cruz, Vice Chair


Maggie Hart Stebbins, Member


Lonnie C. Talbert, Member

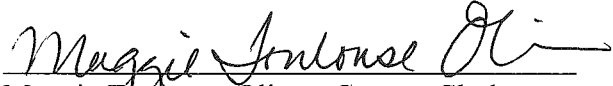

Wayne A. Johnson, Member

APPROVED AS TO FORM:


County Attorney

Date: 1/28/14

ATTEST:


Maggie Toulouse Oliver, County Clerk

Date: 1/28/14



MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL

10-07-13

Approved as to Form:



Patrick F. Trujillo
Sandoval County Attorney

Date: 1/27/2014

Sandoval County

Date: 2/6/2014

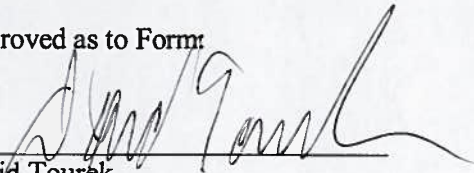


Phillip Rios, County Manager

MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL

10-07-13

Approved as to Form:

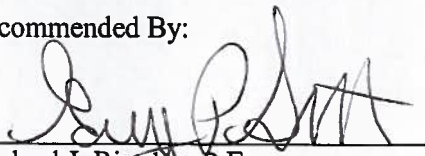


David Tourek
City Attorney

Date:

2/24/14

Recommended By:




Michael J. Riordan, P.E.
Director, Department of Municipal Development

Date:

2/26/14

Approved By:



Robert J. Perry
Chief Administrative Officer

Date:

3/4/14

MIDDLE RIO GRANDE STORMWATER
MS4 TECHNICAL ADVISORY GROUP
FINAL

Memorandum of Agreement accepted on behalf of:

UNITED STATES AIR FORCE
KIRTLAND AIR FORCE BASE

By 
ERIC H. FROEHLICH, COLONEL,
USAF INSTALLATION COMMANDER

Date 28 Dec 15