

Santa Fe Stormwater MS4 Advisory Group**MEMORANDUM OF AGREEMENT****A COOPERATIVE AGREEMENT, CREATING THE SANTA FE MS4 ADVISORY GROUP, IN SUPPORT OF COMPLIANCE EFFORTS FOR A STORMWATER DISCHARGE PERMITTING SYSTEM FOR THE SANTA FE BASIN 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 Santa Fe Basin urbanized area under the authority of the National Pollutant Discharge Elimination System (NPDES) regulations (40 C.F.R. §122); and

WHEREAS, the Santa Fe Basin urbanized area is comprised of many diverse local, state, federal and tribal entities, each with separate and distinct authority and responsibilities; and

WHEREAS, the Santa Fe Basin urbanized area entities potentially eligible for authorization under the proposed NPDES General Permit No. NMR040000 (the "MS4 Permit"), and therefore eligible to enter into this Memorandum of Agreement (the "Agreement") in furtherance of the requirements of the MS4 Permit, are the City of Santa Fe, Santa Fe County, and the New Mexico Department of Transportation, District 5 (collectively the "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 Santa Fe Basin urbanized area MS4; 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 (collectively referred to as "Parties" and individually referred to as "Party") support and encourage a cooperative commitment to assist one another with issues regarding compliance with the MS4 Permit and agree to form the Santa Fe Stormwater MS4 Advisory Group (MS4AG).

2. The purpose of the MS4AG will be to exchange information and ideas regarding compliance with the MS4 Permit, including but not limited to compliance and illicit discharges as may be detected within each Party's jurisdiction. The MS4AG 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 expend funds for any purpose furthering this Agreement, 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 of the final signature on this document 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 "Cooperative Sampling" section of the MS4 Permit. Any MS4AG efforts regarding this section of the MS4 Permit under this Agreement shall be strictly in furtherance of the spirit of cooperation intended among the Parties. Each Party acknowledges that its obligations under the "Cooperative Sampling" section 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 a Coordinator from among the Parties, who must be from a Party located within the Santa Fe County geographical area. Appointment of a Coordinator shall be by majority vote of the voting Parties. The Coordinator must be appointed annually in each subsequent permit year, or earlier if the position becomes vacant for any reason. The Coordinator will be expected to coordinate the Parties' efforts under this Agreement, including facilitating meetings of the MS4AG at least monthly for the first year of this agreement. In subsequent years 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. Nothing in this Agreement affects or changes any Party's individual obligations and duties under the MS4 Permit, including EPA's determination regarding the implementation schedule. 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.
9. This Agreement may be modified in writing at any time by a written amendment executed by all Parties.
10. Additional entities can be added as a Party at any time during the term of this Agreement. A potential future Party's submittal of a signature page to the Coordinator and approval by the Coordinator shall add the entity to the Agreement.
11. This Agreement is not intended to impose any new legal liability or obligation on any Party, and no Party may be compelled to perform any part of this Agreement. Without limiting the generality of the foregoing, no Party shall be responsible for liability incurred as a result of another Party's acts or omissions. Should any liability arise out of this Agreement, it shall be subject to all immunities and limitation arising under New Mexico law, including the New Mexico Tort Claims Act. A Party's liability under this Agreement, if any, shall be based strictly on that Party's own acts and omissions, subject to immunities and limitations of the New Mexico Tort Claims Act.
12. The Parties do not intend to create, and have not created, any third-party beneficiaries to this Agreement.

SANTA FE STORMWATER MS4 ADVISORY GROUP

October 21, 2016
2017-0245-PW/BT

CITY OF SANTA FE



Brian Snyder
City Manager

Date: 04/13/2017

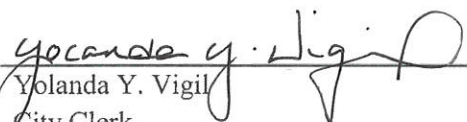
Approved as to Form:



Kelley Brennan
City Attorney

Date: 4/10/17


Attested:



Yolanda Y. Vigil
City Clerk


Date: 4-17-17

SANTA FE COUNTY


Katherine Miller
County Manager

Date: 3-2-2017

Approved as to Form:


Gregory S. Shaffer
County Attorney

Date: 2-27-17

Reviewed and Approved
for SIGNATURE
Don Moya  Date 2-1-17
SFC Finance Director

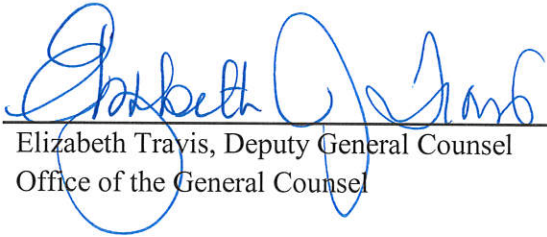
NEW MEXICO DEPARTMENT OF TRANSPORTATION – DISTRICT 5



Paul Brasher
NMDOT District Five Engineer – Acting

Date: 2.21.17

Approved as to Form:



Elizabeth Travis, Deputy General Counsel
Office of the General Counsel

Date: 2.13.2017