

**MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND CITY OF SANTA FE  
FOR WATER GAUGE INSTALLATION**

**THIS MEMORANDUM OF AGREEMENT** (hereinafter “Agreement”) is entered by and between Santa Fe County (“County”), a political subdivision of the State of New Mexico, and the incorporated City of Santa Fe (“City”) collectively the “Parties.”

**RECITALS**

**WHEREAS**, the City wishes to install unobtrusive and passive monitoring devices on the Santa Fe River to monitor its flow level and

**WHEREAS**, the property where the City wishes to install the monitor is a parcel of real property owned by the County located near the intersection of Paseo Rael and County Road 56C (“County Property”); and

**WHEREAS**, the City has obtained the approval of the Army Corps of Engineers for installation of the monitoring devices; and

**NOW, THEREFORE**, in consideration of the promises and representations made herein, the County and the City agree as follows.

**I. ROLES AND RESPONSIBILITIES**

**A. Santa Fe County.** The County hereby grants to the City an unlimited, exclusive license for ingress and egress to access the property described above to place, install, operate and maintain the monitoring device. This License does not grant the City any property interest in the County Property. Upon termination of this license the City shall remove all of its equipment and any related equipment at its sole cost and expense within ten (10) days of the termination or revocation of this license.

**B. City of Santa Fe.** The operation, service and maintenance of the monitoring device shall be carried out by the City.

1. The City will have as little impact on the County Property as possible.
2. The City will contact the County’s Real Property Supervisor Scott Kaseman or his successor in advance of installation, maintenance, removal or anything that requires entering unto the County Property.
3. At all times the City will maintain ownership of the monitoring device.

**II. TERM AND TERMINATION**

**A. Term.** This Agreement, and the license granted hereunder, commences upon the date of last signature by the Parties and will expire three (3) years later.

**B. Termination of Agreement.** This Agreement may be terminated by either party upon written notice to the other party, effective immediately. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

### **III. LIABILITY AND INDEMNIFICATION**

Any liability incurred by the County or the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended.

### **IV. INSURANCE**

A. The City at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the County, with limits of coverage in the maximum amount which the County could be held liable under the New Mexico Tort Claims Act, § 41-4-19 NMSA 1978 as amended, for each person injured and for each accident resulting in damage to property.

1. Such insurance shall provide that the County is named as an additional insured and that the County is notified no less than thirty (30) days in advance of cancellation for any reason.
2. The City shall furnish the County with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. The City shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for its employees throughout the term of this project. SFCT shall provide the County with evidence of its compliance with such requirement.

C. The City shall maintain professional liability insurance throughout the term of this project providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. SFCT shall furnish The County with proof of insurance of its compliance with the provisions of this section as a condition prior to performing services under this Agreement.

### **V. NOTICE OF ACCIDENTS**

The City shall give written notice to the County of any incident resulting in bodily injury or damage to the premises resulting from the City's use of County Property. Such notice shall be given within three business days of the City's knowledge of the incident. The notice shall include details of the time, place and circumstances of the accident and the names, addresses and phone number of any persons who witnessed the accident. The City assumes liability and responsibility for its personnel, including, but not limited to, employees, volunteers, trainees, or invitees who are injured or property that is damaged as a result of City's use, occupancy, or operations performed during its access of County Property under this Agreement; except for liabilities, injuries, claims, or suits arising out of the County's gross negligence, sole negligence, or willful misconduct. .

### **VI. NON-ASSIGNABILITY**

This Agreement shall not be assigned by either the City.



Phone: 505-992-9887

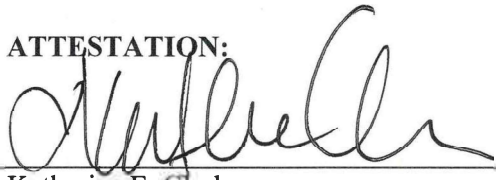
Santa Fe County Manager  
P.O. Box 276  
Santa Fe, NM 87504-0276  
Phone: 505-986-6200

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the dates written below.

**SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS:**

By:   
Anna Hansen, Chair

**ATTESTATION:**

  
Katharine E. Clark  
Santa Fe County Clerk

Date: 3/28/23

Approved as to form:

 for  
Jeff Young  
Santa Fe County Attorney

Date: 3/9/2023

**CITY OF SANTA FE**



Alan Webber, Mayor

Date: Apr 30, 2023

**ATTEST:**



Kristine Bustos Mihelcic, City Clerk *XIV*  
**GB MTG 04/26/2023**

Date: May 1, 2023

**CITY ATTORNEY'S OFFICE:**



Marcos Martinez (Mar 10, 2023 13:30 MST)

Senior Assistant City Attorney

Date: Mar 10, 2023

**APPROVED FOR FINANCES:**



Emily K. Oster (Apr 9, 2023 12:46 MDT)

Emily Oster, Finance Director

Date: Apr 9, 2023



**DEPARTMENT OF THE ARMY**  
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS  
4101 JEFFERSON PLAZA NE  
ALBUQUERQUE, NEW MEXICO 87109-3435

February 21, 2023

Regulatory Division

SUBJECT: Nationwide Permit Verification (SPA-2023-00059)

City of Santa Fe Water  
Steven Shultz, Water Resources Coordinator  
801 W San Mateo  
Santa Fe, NM 87505  
smshultz@santafenm.gov

Dear Mr. Shultz:

We are responding to your preconstruction notification (PCN), dated 01/25/2023, submitted to us for verification of authorization under Nationwide Permits (NWP) for the Lower Santa Fe River flow monitoring stations project. The activity is located in the Santa Fe River adjacent to Paseo Real at latitude [REDACTED], longitude [REDACTED], approximately [REDACTED] feet downstream of the Paseo Real Bridge and at latitude [REDACTED], longitude [REDACTED], approximately [REDACTED] feet [REDACTED] of the intersection of Paseo Real and Route 56C, in Santa Fe, Santa Fe County, New Mexico.

Based on the information provided, we have determined that the Lower Santa Fe River flow monitoring stations project involves the discharge of dredged or fill material into waters of the United States, subject to Section 404 of the Clean Water Act. The specific activities that require Corps authorization is placement of two temporary stream gauging stations to measure streamflow quantity, one at each of the locations listed above. Each gauging station will consist of a temporary stilling well comprised of one 2.375-inch diameter steel pipe, pounded into the bed of the channel and a pressure transducer mounted inside the stilling well. The gauging stations will be installed by hand in the streambed, to an approximate depth of 12 inches below the surface of the channel. No dredge of material into WOTUS will occur, and the two gauging stations will comprise a very minor, temporary fill, occupying less one square foot of the surface of the stream bed and less than .5 cubic yards of fill material. The structures will be removed once the monitoring period is complete. The project will temporarily impact approximately 0.5 linear feet of intermittent stream and will be conducted as described in the referenced PCN.

We have determined that activities associated with the project are authorized by 2021 NWP 5 – Scientific Measurement Devices. A summary of this NWP and the 2021 New Mexico Regional Conditions are available on our website at [www.spa.usace.army.mil/reg/nwp](http://www.spa.usace.army.mil/reg/nwp). Failure to comply with all terms and conditions of this

NWP may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification (Enclosure 1) and return it to this office within 30 days after completion of the authorized work. For specific information regarding compliance with water quality certification (WQC) requirements, please refer to our website at [www.spa.usace.army.mil/req/wqc](http://www.spa.usace.army.mil/req/wqc).

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with General Conditions 18 and 20. Based on the information provided, we have determined that this project will have no effect on federally listed species or their critical habitat. Additionally, the project has no potential to cause effects on historic properties. However, these determinations may be invalidated if the project is not completed as authorized or you did not provide accurate information in your PCN.

This permit verification is valid until March 14, 2026, unless the NWP(s) is/are modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on an NWP will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, to undertake the proposed work.

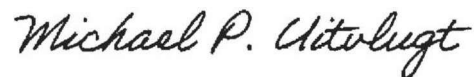
The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

The Corps' Albuquerque District-Civil Works, Water Management Section, conducts water control operations which may affect flow levels within the Rio Grande basin. For current river basin flow data within the Albuquerque District, please visit the Water Management Section website at <https://w3.spa.usace.army.mil/wc/htmlrpts/CurrentConditions.htm>. For more detailed and historic flow data, please visit the Corps' Water Control website at <https://www.spa.usace.army.mil/Missions/Civil-Works/Water-Control/>.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at <https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/>.

Please refer to identification number SPA-2023-00059 in any correspondence concerning this project. If you have any questions, please contact Sarrah Kubinec by email at [Sarrah.C.Kubinec@usace.army.mil](mailto:Sarrah.C.Kubinec@usace.army.mil), or telephone at 505-290-7079.

Sincerely,

A handwritten signature in black ink that reads "Michael P. Uitvlugt". The signature is written in a cursive style with a large, prominent 'M' and 'U'.

Michael P. Uitvlugt  
Project Manager  
New Mexico/ Texas Branch

Enclosure



## COMPLIANCE CERTIFICATION

Action Number: SPA-2023-00059

Name of Permittee: Steven Shultz, Water Resources Coordinator for City of Santa Fe Water

Nationwide Permit: 5 – Scientific Measurement Devices

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification, and return it to the following address:

U.S. Army Corps of Engineers, Albuquerque District  
4101 Jefferson Plaza NE  
Albuquerque, New Mexico 87109-3435

OR:

[CESPA-RD-NM@usace.army.mil](mailto:CESPA-RD-NM@usace.army.mil) (preferred)

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

***I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.***

Date Work Started \_\_\_\_\_

Date Work Completed \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date





# City of Santa Fe, New Mexico


## Memorandum



**Date:** April 4, 2023

**To:** Public Works and Public Utilities Committee  
Finance Committee

**Via:** John Dupuis, Public Utilities Director   
Jesse Roach, Director, City of Santa Fe Water 

**From:** Steve Shultz, Water Resources Coordinator, City of Santa Fe Water 

**RE:** Land access agreement to install and maintain a flow monitoring device on the Lower Santa Fe River

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### BACKGROUND:

City of Santa Fe Water is requesting to install and access a monitoring station on the Lower Santa Fe River to measure River flows below the Paseo Real Water Reclamation Facility. The proposed monitoring location is on Santa Fe County property just downstream of the City limits and will provide continuous flow measurements to support water resources planning and management efforts associated with the San Juan Chama Return Project and the City-County Lower Santa Fe River Planning Process.

The property where the City wishes to install the device is owned by Santa Fe County (County). A memorandum of agreement (MOA) has been drafted by the County granting access to install the monitoring device. The MOA has been reviewed and signed by the City Attorney's office on March 10, 2023, and was approved by the Board of County Commissioners on March 28, 2023.

### ACTION REQUESTED:

Approve "Memorandum of Agreement Between Santa Fe County and City of Santa Fe for Water Gauge Installation." (Memorandum of Agreement No. 2023-0194-PW)

### ATTACHMENTS:

Memorandum of Agreement  
Nationwide permit Verification (SPA-2023-00059)  
Summary of Contracts  
Procurement Checklist

### CC:

Marcos Martinez, Senior Assistant City Attorney  
Bill Schneider, Water Resources and Conservation Manager



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # N/A

Contractor: City of Santa Fe and Santa Fe County

Description: **MEMORANDUM OF AGREEMENT BETWEEN SANT A FE COUNTY AND CITY OF SANTA FE FOR WATER GAUGE INSTALLATION**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: Upon approval Term End Date: 3 years from signing

Approved by Council Date: Pending

### Contract / Lease: Intergovernmental MOA

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**Original Agreement No Procurement**

3. **Procurement History:** \_\_\_\_\_

Andy Hopkins for Apr 7, 2023  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: No procurement

4. **Funding Source:** Water Enterprise Fund **Org / Object:** 5050381

Andy Hopkins Apr 6, 2023  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: City of Santa Fe and Santa Fe County

Procurement Title: N/A Intergovernmental Agreement Memorandum of Agreement No Procurement

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  MOA

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K


Department Requesting PUD/Water Staff Name Steven Shultz

### Procurement Requirements:

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .*

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Steve Shultz, Steve Shultz Water Resources Coordinator 4/4/2023  
Steve Shultz (Apr 4, 2023 09:54 MDT)  
 Department Rep Printed Name (attesting that all information included) Title Date  
 for Apr 7, 2023  
 Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

**Signature:** 

**Email:** [jdroach@santafenm.gov](mailto:jdroach@santafenm.gov)

**Signature:**   
John Dupuis (Apr 4, 2023 15:30 MDT)

**Email:** [jxdupuis@santafenm.gov](mailto:jxdupuis@santafenm.gov)



# 23-0185 Santa Fe County GB PUD WATER

Final Audit Report

2023-05-01

Created:	2023-04-28
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANiiHOJI4UrSezbuzzJZrSIVGIiCiSQqA

## "23-0185 Santa Fe County GB PUD WATER" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-04-28 - 6:07:32 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2023-04-28 - 6:08:48 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2023-04-28 - 9:48:10 PM GMT- IP address: 63.232.20.2
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2023-05-01 - 2:16:10 AM GMT- IP address: 98.230.203.228
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2023-05-01 - 2:16:21 AM GMT - Time Source: server- IP address: 98.230.203.228
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature  
2023-05-01 - 2:16:23 AM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
2023-05-01 - 8:46:52 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
Signature Date: 2023-05-01 - 8:47:00 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2023-05-01 - 8:47:00 PM GMT