

**FOUR COUNTY/REGIONAL SWCDS GROUNDWATER INITIATIVE
COLFAX, HARDING, MORA AND UNION COUNTIES
MEMORANDUM OF UNDERSTANDING**

Between:

Colfax County Commission

Harding County Commission

Mora County Commission

Union County Commission

Mora-Wagon Mound Soil and Water Conservation District

Northeastern Soil and Water Conservation District

Colfax Soil and Water Conservation District

Mesa Soil and Water Conservation District

Ute Creek Soil & Water Conservation District

El Llano Estacado RC&D

Colfax County Farm & Livestock Bureau

North East New Mexico Livestock Association

City of Raton

Town of Springer

Village of Maxwell

Village of Cimarron

Village of Eagle Nest

Village of Angel Fire

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is for the above named cooperators participating in a voluntary groundwater monitoring study to determine groundwater resources and quality in these counties and soil and water conservation districts. The program intent is to identify resources for future development and identify areas that should not see further development for agricultural and municipal use and economic development of the region. Further intent is to educate the public about groundwater resources and management of such.

Additional agency agreements may be developed to outline activities by and between individual work units as needed for specific tasks. Such agreements will provide for the use of facilities, personnel, reimbursement for personnel expenses, cooperative projects, transfer of funds and other activities as appropriate and be subject to the laws and regulations pertaining to the respective agencies.

Below is an outline of the basic structure of a hydrogeology project at the county or soil and water district level as well as an example of a multi-year phased budget for this type of project (attached).

Any hydrogeology project requires a fundamental data set that includes:

- Static water level measurements in a well-distributed set of water wells (8-10 years)
- Geologic information about the surrounding area, including subsurface data (6-10 years)
- Water chemistry data (2-4 years)
- Water age data (2-4 years)

THE UNDERSIGNED PARTIES MUTUALLY AGREE TO:

1. Participate in the Four County/Regional SWCDs Groundwater Initiative created by this agreement. The Four County Groundwater Initiative will consist of one representative from the signing agencies as designated by that agency as well as representatives made of land owners in the four county area. The Groundwater Initiative agrees to meet at least once a year in January or February to review the work agreement and make necessary changes to the memorandum.
2. Assist with the Four County/Regional SWCDs Groundwater Initiative to foster coordination, cooperation and implementation on:

Goals and Objectives

Education

Action Plans and Implementation

Monitoring

Program Assessment

3. Be responsive to the MOU signatories requests for involvement and information for groundwater monitoring activities on lands or activities within their respective jurisdiction.
4. Provide opportunities to outside interest groups and the public in carrying out groundwater monitoring activities on lands within these four counties in New Mexico.
5. Utilize assistance and expertise for the management of groundwater resources as determined to be appropriate by the signatories.
6. Resolve conflicts arising from preparation or administration of a groundwater resources management plan prepared under the scope of this agreement by signatories. Conflicts with holders of an agency permit/lease will be resolved between the agency and the individual permittee/lessee (New Mexico State Land Office or other agency).

ADMINISTRATION

1. This MOU will become effective upon signature by all parties and shall continue in force for a period of five years, at which time it will expire unless extended or renewed. Any signatory may withdraw from the agreement at any time by providing 90 days written notice to all other signatories.
2. Any signatory may propose changes to this MOU. Such changes will be in the form of an amendment and may be negotiated at any time after 30 days notice to the other signatories. Changes will become effective upon signature of all parties.
3. It is recognized that each participant has a primary responsibility to its own governing body and lands under its jurisdiction. They agree to provide resources to each other as legal authorities may permit. All signing parties are responsible and accountable for their own funds, equipment, and personnel. The MOU also in no way restricts participants from participating in similar activities with other public or private agencies, organizations, and individuals.
4. No one signing this MOU or agency they represent will be entitled to monetary gain as a result thereof.
5. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such

endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.

6. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other non discrimination statues, namely Section 504 of the Rehabilitation Act of 1973 Title IX of the Education Amendment of 1972 (&CFR-14, Subpart A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status or handicap be excluded from participation in, be denied of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.