
Meeting Date: March 18, 2026
Staff Contact: Marta Ortiz, Chief Financial Officer

TITLE: R-26-11 – Approving an Intergovernmental Agreement Between Bernalillo County and the Albuquerque Bernalillo County Water Utility Authority for the Carnuel, NM Sewer Collection System

ACTION: Introduced March 18, 2026 - Final Action April 22, 2026

SUMMARY:

This resolution is to request approval of an Intergovernmental Agreement (IGA) between Bernalillo County (“County”) and the Albuquerque Bernalillo County Water Utility Authority (“Water Authority”) to support the design and implementation of a new sanitary sewer collection system in Carnuel, New Mexico. The Water Authority will use County funding to advance the Project, which fulfills the required match for a Congressional Direct Spending request. The agreement states that *“the Water Authority shall use funding to assist with the implementation of a new sanitary sewer collection system in Carnuel, New Mexico.”*

Residents of Carnuel currently lack access to a centralized sanitary sewer system, and the Water Utility Authority is undertaking a multi-phase effort to design and construct a new sewer collection system. The Water Authority has requested financial support from the County to complete the design phase of the project. As stated in the IGA, *“the Water Authority is in need of funding to complete the Sewer Collection System in Carnuel, NM, and the County is willing to enter into this Agreement to accomplish that goal.”*

This resolution provides the Executive Director with the authority to enter into an agreement with the County related to this funding and all established deadlines.

FISCAL IMPACT:

Approval of this IGA authorizes the expenditure of up to \$300,000 from County funds previously appropriated for this purpose. This amount represents the County’s full financial obligation under the agreement.

1 Section 2. That the Executive Director is authorized to negotiate and enter into
2 subsequent agreements, amendments and approve reimbursement requests with the
3 County regarding the Carnuel funding and to take any other action necessary to carry
4 out the directives of this resolution.

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**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF BERNALILLO
AND ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY
AUTHORITY
FOR
CARNUEL, NM SEWER COLLECTION SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this _____ day of _____, 2026, by and between the County of Bernalillo, a political subdivision of the State of New Mexico (hereinafter referred to as “County”), and the Albuquerque Bernalillo County Water Utility Authority, an Agency of the State of New Mexico (hereinafter referred to as “Agency”), located in Albuquerque, New Mexico. Unless specified otherwise, all references in this Agreement to “the Parties” include the County and the Agency.

RECITALS

WHEREAS, the Agency is in need of funding to complete the Sewer Collection System in Carnuel, NM, and the County is willing to enter into this Agreement to accomplish that goal; and

WHEREAS, the Agency has requested County assistance with the implementation of a new sanitary sewer collection system in Carnuel, New Mexico, (the “Project”) and the County wishes to contribute toward the design of the system; and

WHEREAS, the County’s contribution will fulfill the required match for a Congressional Direct Spending request and allow the design phase of the project to move forward; and

WHEREAS, the County desires to engage the Agency to render these services, and the Agency agrees to do so in accordance with the terms set forth herein;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. PURPOSE

The Agency shall use funding to assist with the implementation of a new sanitary sewer collection system in Carnuel, New Mexico

2. RESPONSIBILITIES OF THE PARTIES

A. Bernalillo County shall:

1. Provide funding in support of implementing a Sewer Collection System in Carnuel, NM

3. TERM OF THIS AGREEMENT

Services shall commence upon execution of this Agreement by all parties and remain in effect until 6/30/2028 unless extended by mutual written agreement of the Parties. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party pursuant to the termination clauses set forth below in this Agreement.

4. COMPENSATION & METHOD OF PAYMENT

A. **Compensation.** The County agrees to pay the Agency for services rendered, an amount not to exceed three hundred thousand dollars (\$300,000). This amount constitutes full and complete compensation for all Services performed, including any expenses incurred.

B. **Method of Payment.** Such amount, which is the total funds appropriated for the Services to be provided under this Agreement, shall be paid in (1) one installment upon submission of properly documented invoices in accordance with County fiscal guidelines. Payments are contingent on satisfactory performance of Services.

5. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed to indicate that any Agency employees who perform the Services are, for any purpose whatsoever, employees of the County. Agency shall be considered to be an independent contractor at all times while performing the Services. Agency further agrees that neither it nor its employees shall, at any time, be entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the County under the provisions of the County's Ordinance, as now enacted or hereafter amended.

6. PERSONNEL

A. Agency has, or will secure at its own expense, the personnel required for performance of the Services. Agency employees who perform the Services shall not be considered to be County employees or to have any contractual relationships with the County.

B. All the Services will be performed by the Agency, or by persons under the Agency's supervision. All personnel engaged in the work shall be fully qualified and shall be authorized, or permitted, under state and local law to perform such Services.

C. The Agency shall not subcontract any of the Services listed in this Agreement without prior written approval from the County.

7. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978, as amended.

8. CONFIDENTIALITY, REPORTS AND INFORMATION

Unless otherwise specified, “Confidential Information” as used in this Agreement, means any information, in any format, which is protected from disclosure by any applicable statutes, regulations, court rules, or case law of the United States or the State of New Mexico. At such times, and in such forms that the County may require, Agency shall furnish to the County such statements, records, reports, data, and information as the County may request which pertain to matters associated with this Agreement. Unless authorized by the County, or the New Mexico Inspection of Public Records Act [Sections 14-2-1, et seq. NMSA 1978, as amended], the Agency shall not release any information concerning the work product, including any reports or other documents prepared pursuant to this Agreement, until the final product is submitted to the County. Notwithstanding any other provisions of this Agreement, Agency shall not be obligated to disclose any Confidential Information.

9. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The Agency in accordance with applicable laws and requirements prescribed by the County shall maintain records associated with this Agreement. Unless authorized by the County, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

10. REPORTING REQUIREMENTS

- A. **Progress Reports.** The Agency shall provide written progress reports to the County on a [bi-annual] basis, or as otherwise requested by the County. Reports shall include, at a minimum:
- A summary of Services performed during the reporting period;
 - Any issues, delays, or obstacles encountered and proposed solutions;
 - Deliverables completed and deliverables pending;
 - Expenditures to date, if applicable.
- B. **Final Report.** Upon completion of Services, the Agency shall submit a comprehensive final report to the County, summarizing all work performed, outcomes achieved, and any recommendations for future action.
- C. **Format.** Reports shall be submitted in writing, in a format acceptable to the County, and delivered electronically unless otherwise agreed upon.

11. AUDITS AND INSPECTIONS

At any time during the normal business hours of Agency, and as often as the County may deem necessary, Agency shall make available for the County’s examination any Contractor records associated with this Agreement. The Agency shall permit the County to audit, examine and make excerpts, or transcripts, from such records and make audits of all contract invoices, materials, payrolls, records of personnel, conditions of employment or other data relating to any matters associated with this Agreement.

12. PUBLICATIONS, REPRODUCTIONS, AND USE OF MATERIAL

No material produced in whole, or in part, pursuant to this Agreement shall be subject to any

copyright protection under the laws of the United States, or the laws of any other country. Except for Confidential Information, or as otherwise limited by any other provisions of this Agreement, the County or Contractor shall have unrestricted authority to publish disclose, distribute and otherwise use in whole, or in part, any reports, data or other materials prepared as a result of this Agreement. Notwithstanding any other provisions of this Agreement, Agency shall not be obligated to disclose any Confidential Information.

13. COMPLIANCE WITH LAWS

In performing the Services, Agency shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

14. APPLICABLE LAWS

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico and the ordinances and regulations of the County of Bernalillo.

15. CHANGES AND AMENDMENTS

Either of the Parties may, during the term of this Agreement, propose changes in the nature or extent of the Services or amendments to the provisions of this Agreement. Any changes to the Services or amendments to this Agreement, including any increase or decrease in the amount of Contractor's compensation, shall be mutually agreed upon by the Parties and made in writing, dated, and signed in advance by the Parties.

16. ASSIGNABILITY

The Agency shall not assign any interest in this Agreement or transfer any interest in this Agreement, whether by assignment or notation, without the prior written consent of the County.

17. TERMINATION FOR CAUSE

If, for any cause, Agency fails to fulfill in a timely and proper manner its obligations under this Agreement, the County shall then have the right to terminate this Agreement, in whole or in part, by giving written notice to Agency of such termination and specifying the date of termination at least ten (10) days before the date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by Contractor under this Agreement shall, at the option of the County, become its property. In any event, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the date of termination. Notwithstanding such a termination for cause, Agency shall not be relieved of liability to the County for damages sustained by the County due to a breach of this Agreement by Agency and the County may withhold any payment to the Agency for the purposes of set-off until such time as the exact amount of the damages due the County from Contractor is determined.

18. TERMINATION FOR CONVENIENCE

The County or Agency may terminate this Agreement at any time by giving at least thirty (30) day's advance written notice to the other Party. If the Services of the Agency are terminated by the County as provided in this Section 17 this Agreement, then Agency shall be paid an amount which is commensurate to the extent of the Services already completed by Agency, less any payments of compensation for the Services previously made by the County to Agency. If this Agreement is terminated due to the fault of the Agency, then Section 16 of this Agreement (relative to termination for cause) shall, instead, apply.

19. TERMINATION FOR LACK OF APPROPRIATIONS

The Parties acknowledge that the County is a political subdivision of the State of New Mexico and this Agreement is subject to the availability of funds appropriated by the Bernalillo County Commission. If sufficient funds are not appropriated or authorized for the continuation of this Agreement, the County may terminate this Agreement by providing written notice to the Agency. Termination under this Section shall be without penalty or further obligation to the County. The County shall be liable only for payment for Services rendered prior to the effective date of termination.

20. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties, and supersedes any and all of their other agreements or understandings, oral or written, whether made contemporaneously with, or in advance of, the execution of this Agreement.

21. APPROVAL REQUIRED

This Agreement shall not become effective, or binding, until approved and signed by the Bernalillo County Manager.

22. FACSIMILE/ELECTRONIC SIGNATURE

A signature sent via facsimile/electronic shall have the same legal effect as if the original had been signed in person.

**SIGNATURES BEGIN ON NEXT PAGE
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IN WITNESS WHEREOF, the County and the Agency have executed this Agreement as of the last date of execution shown below.

COUNTY OF BERNALILLO:

AGENCY:

Bernalillo County Manager

Agency Name/Title

Date:

Date:

Approved as to Form:

County Legal Department

Date