

INTERGOVERNMENTAL DATA SHARING AGREEMENT

I. Introduction:

This Intergovernmental Data Sharing Agreement ("Agreement") is entered into between the New Mexico Environment Department ("Department") and the Santa Fe County, New Mexico, a political subdivision of the State of New Mexico ("SFC") (collectively, the "Parties"). This Agreement outlines the terms and conditions under which information may be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by the Department or SFC to access, use, or disclose information through this Agreement. Authorized users under this Agreement specifically include the Eastern Research Group ("ERG"), which is an independent contractor of the Department authorized to access, use, or disclose information through this Agreement and INTERA Incorporated ("INTERA"), which is an independent contractor of SFC authorized to access, use, or disclose information through this Agreement.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Agreement.
- h. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers.

III. Purpose:

The purpose of this Agreement is to allow for and facilitate information sharing between the Parties, including information generated or held by ERG, as a contractor of the Department and information generated or held by INTERA, as a contractor of SFC related to the joint investigation into PFAS contamination in and around the Army National Guard Army Aviation Support Facility in Santa Fe County, New Mexico.

IV. Use of Information:

- a. Use of Information obtained or created under this Agreement shall be strictly limited to the purposes stated herein. The Parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information, including information containing a Direct Identifier and/or Protected Personally Identifiable Information, shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days. The Party responding to the public records request shall also inform the non-responding party of any documents to be disclosed which originated from the non-responding party.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. SFC grants the Department a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Agreement.

VIII. Term and Termination:

SF Agreement No. 2026-0389-PW

- a. This Agreement will become effective from the date approved by the second party to sign the Agreement, and shall expire 10 years from the date of its execution.
- b. This Agreement may be amended at any time by mutual written consent of the parties.

IX. Liability:

- a. Each party will be solely liable for its own acts or failure to act in accordance with this Agreement and will be solely responsible for the actions of its own officers, agents and employees within the strict limits of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. The parties and their "public employees" as defined in the New Mexico tort claims act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provision of the New Mexico tort claims act.

X. Governing Law and Venue:

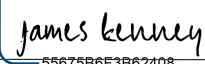
- a. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G), NMSA 1978. By execution of this Agreement, each party acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

XI. No Third Party Beneficiaries:

- a. The parties do not intend by this Agreement to create any rights in any non-parties.

EXECUTED this 9th day of June 2026.

NEW MEXICO ENVIRONMENT DEPARTMENT

DocuSigned by:

 55675B6F3B62408... Date: _____
 James Kenney
 New Mexico Environment Dept. Secretary

SANTA FE COUNTY


 _____ Date: 6/9/2026
 Gregory Shaffer
 Santa Fe County Manager

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Approved as to Form:

Peter Valencia for

Walker Boyd,
Santa Fe County Attorney

Date: 6/8/2026