



City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505

www.santafenm.gov/water

Jesse Roach PE PhD, Director

Bradley Prada, BDD Facility Manager

John Del Mar PE, Engineering Manager

Jonathan Montoya, Source of Supply Manager

Randy Lopez, Transmission and Distribution Manager

Bill Schneider PG, Water Resources Manager

MEMO

Date: 7/13/2026

To: Public Works and Public Utilities Committee
Finance Committee
Governing Body

From: Jesse Roach, Interim Public Utilities Department Director

ITEM:

Amended and Restated BDD Shared Pool Agreement

BACKGROUND:

In 2021 the City of Santa Fe (City) and Santa Fe County (County) each agreed to a Buckman Direct Diversion (BDD) Shared Pool Agreement (Shared Pool Agreement) to make more efficient use of available water resources by making excess County native water rights in a given year available to the City, in exchange for potential use of some amount of that water by the County in a future year. Since 2021, the Shared Pool Agreement has resulted in an average of around 700 AF per year of extra water available to the City, and a current balance of approximately 1000 AF of City water available to the County in the event of supply disruption at BDD.

A version of the 2021 Shared Pool Agreement signed by both the City and County was not recorded with either Clerk. As a result of this, and desiring to clarify the agreement, the City and County approved an updated Shared Pool Agreement in 2024. Having now completed five years of Shared Pool accounting, the City and County wish to amend the 2024 Shared Pool Agreement to clarify certain provisions regarding accounting of credit balances and costs. For clarity, the 2026 Shared Pool Agreement amends and restates in its entirety the 2024 Shared Pool Agreement. This packet includes the proposed Amended and Restated BDD Shared Pool Agreement as well as a redline showing changes from the 2024 Shared Pool Agreement.

REQUEST:

Governing Body review and approval of the Amended and Restated BDD Shared Pool Agreement.

**AMENDED AND RESTATED BUCKMAN
DIRECT DIVERSION (“BDD”) SHARED
POOL AGREEMENT**

This BDD Shared Pool Agreement (“Agreement”) is between Santa Fe County (“County”), a political subdivision of the State of New Mexico, and the City of Santa Fe (“City”), a New Mexico home-rule municipality (together the “Parties”).

Recitals

- A. The County and the City are partners in the BDD pursuant to a Joint Powers Agreement ("JPA") executed on March 7, 2005.
- B. The County and City also executed a Water Resources Agreement on January 11, 2005, and an Amended and Restated Water Resources Agreement on December 14, 2016, (“WRA”) to address utility-to-utility issues.
- C. The City and County entered into a Buckman Shared Pool Agreement on March 12, 2024 (the “2024 Agreement”), to make more efficient use of the Parties’ respective available resources by making currently excess County native water rights available to the City and by making additional City system capacity and water sources available to the County through creation of a BDD Shared Pool. By creation of the BDD Shared Pool, the City will gain access to additional native supply, the County will gain additional back-up and sources of supply when the BDD is not in operation, and both parties will achieve greater flexibility in BDD operations.
- D. The City and County wish to amend the 2024 Agreement to clarify certain provisions regarding accounting of credit balances and costs.
- E. This 2026 agreement amends and restates in its entirety the 2024 Agreement.

Agreement

1. **Establishment of the BDD Shared Pool.** The BDD Shared Pool is hereby created as an accounting pool of water within the BDD that will allow the City, through its Water Division Director, to use additional County native water rights and allow the County, through its Utilities Division Director, to deposit and bank water for later use at times when BDD production is restricted or shut down either for unplanned or uncontrollable reasons, or because of discretionary operational shutdowns of the BDD, as described in Paragraph 3 below. The maximum quantity balance of water credited at any time in the BDD Shared Pool is limited to 1,100 acre-feet (AF), unless the Parties agree in writing to a larger amount. Operation of the BDD Shared Pool is separate from and does not affect the Parties’ current practice of joint use of native and San Juan-Chama Project water pursuant to Optimized Annual Water Rights Accounting as described in the BDD Annual Operating Plan.
2. **Deposits into the BDD Shared Pool.** The City and County will continue to work together to optimize water right utilization as part of annual water operations planning. Each year the BDD will divert for delivery to the City a minimum of 167 AF of County native water,

subject to the following conditions and limitations:

- a. To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.
- b. The quantity diverted may not exceed the quantity made available by the County for that year.
- c. Once the BDD Shared Pool is at its limit of 1,100 AF, no additional deposits may be credited without written approval by the Parties through their respective Division Directors.
- d. When hydrological conditions reasonably preclude diversion of the minimum of 167 AF during a given year, the quantity diverted and the corresponding amount deposited will be based on the actual amount diverted that year.

3. **Withdrawals and Deliveries from the BDD Shared Pool.** The County may withdraw water credits from the BDD Shared Pool and the City shall deliver water from the City's Independent Water System, as defined in the WRA, to the County's requested Points of Delivery, as described in Paragraph 9 of the WRA, under the following terms and conditions:

- a. **Discretionary Shutdowns.** When the City as BDD operator chooses to temporarily shut down the BDD for a discretionary reason, such as for operational efficiency or for system-wide cost savings, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered from the City to the County shall be 1.0 to 1.0, meaning that for every AF delivered by the City to the County, the County's credit balance will be reduced by one AF. Discretionary shutdowns are characterized by a fully functional BDD that could be diverting and treating water throughout. The City may implement a discretionary shutdown of the BDD with a minimum of 3 days written notice to the County. Discretionary shutdowns shall not result in a debit to the BDD Shared Pool in excess of 150 AF per year, shall not result in a negative balance to the BDD Shared Pool, and must be timed and made at a sufficient flow rate so that all County demand otherwise supplied by the BDD will be met by the City from other City sources. A shutdown will be deemed discretionary at any river turbidity if the BDD is functional, and the County has sufficient water credits in the BDD Shared Pool at the end of the prior year to cover deliveries from the City.
- b. **Non-Discretionary Shutdowns.** When BDD production is restricted or shut down completely for any other reason, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered by the City to the County shall be 1.1 to 1.0. In other words, for every AF of water that the City delivers to the County, the County's credit balance will be reduced by 1.1 AF. The Parties acknowledge that this exchange rate appropriately reflects that the City's water stored in Abiquiu Reservoir pursuant to an agreement with the Albuquerque Bernalillo Water Utility Authority is a component of City back-up supply and is subject to a reduction of 10% of the amount stored for rights to such storage. In any calendar year, the City may limit withdrawal from the BDD Shared Pool to 550 AF and the associated delivery of City water to the County to 500 AF if delivery greater than that would result in more than 6,000 AF of groundwater use by the City. The City will exercise reasonable due diligence to make deliveries to the County at the greatest rate practicable, but the rate may be limited to no more than 1 million

gallons per day during a Non-Discretionary shutdown.

- c. BDD Standard Operations Procedure (SOP) during high turbidity. While this agreement covers BDD Shared Pool accounting specifically, a related issue is how BDD operates as a function of river turbidity and availability of backup water sources to the County. An SOP defining BDD operations as a function of these parameters will be developed by BDD staff with City and County input. This SOP will be formalized by inclusion in the BDD Annual Operating Plan as approved by the BDD Board.

4. **Accounting of Credit Balance.** The Parties shall calculate and maintain an annual running balance (“Annual Water Rights Balance”) of the quantity of County water credits available for deposit to or withdrawal from the BDD Shared Pool. The County’s Annual Water Rights Balance shall start at zero each calendar year and be increased by the quantity of County water rights diverted for the City and reduced by the amount of City water rights diverted for the County during the calendar year. At the end of each calendar year, the Annual Water Rights Balance, if positive, shall be the amount available for deposit to the BDD Shared Pool (subject to conditions in Section 2); if the Annual Water Rights Balance is negative at the end of the calendar year, that amount shall be withdrawn from the BDD Shared Pool. Water deliveries from the City’s Independent Water System are accounted separately from the Annual Water Rights Balance deposit or withdrawal process. *See Appendix A.* After all deposits and withdrawals are calculated at the end of each calendar year and added to the prior year’s carryover balance, the County’s BDD Shared Pool balance will be reduced by 10% to reflect evaporative losses of City water in the Abiquiu Reservoir. Upon request by the County, the City at its sole discretion may approve a temporary negative balance. BDD Shared Pool balances shall be carried over to the next year. The Parties will direct BDD staff to administer the BDD Shared Pool based on monthly diversion and use accounting of BDD water. The initial amount of water deposited into the BDD Shared Pool and credited to the County may include, with written approval of both Parties through their respective Division Directors, any prior remaining balance of the County native water diverted by the BDD pursuant to Optimized Annual Water Rights Accounting.

5. **Cost Accounting and Billing.**

- a. City Costs. The City will pay all costs associated with diversion, pumping and treatment of County native water delivered by the BDD to the City under this Agreement.
- b. County Costs. For water the County receives from the City under this Agreement, the County will pay the City at a rate equal to the variable cost of BDD water paid by the County during the same fiscal year in which the BDD Shared Pool water is delivered. For example, during fiscal year 2018-2019, the County paid \$402,354 in variable operating costs (electricity, chemicals, and solids) at BDD for 1,393 AF of treated water, representing a variable cost of \$288.89 per AF. This rate would have been charged for any BDD Shared Pool water delivered that year. Because that rate will not be available until after final BDD invoicing for the fiscal year, the City can bill during the fiscal year using the variable cost of BDD water to the County during the previous fiscal year, with final reconciliation occurring after final BDD invoicing. In addition, for BDD Shared Pool water delivered by the City to the County during BDD

shutdowns, the County will pay the City for wheeling the water through the City system based on the charges specified in the 2024 Wheeling Agreement, or the most current wheeling agreement between the City and County. If during a Non-Discretionary BDD shutdown the County expends all water credits and reaches a zero balance in the BDD Shared Pool and the City does not approve a temporary negative balance as described in Paragraph 4, any additional County use of City water will be billed at the then-current agreed upon wholesale and wheeling charges.

6. **WRA Unaffected.** This Agreement does not amend or affect the terms and conditions of the WRA. In particular, delivery by the City of water to the County from the BDD Shared Pool is separate from and does not affect the County's right to Wholesale Water Delivery from the City under Paragraph 3 of the WRA.

7. **Term.**

a. This Agreement shall be effective on the date of the latest signature below and shall continue thereafter unless terminated pursuant to Paragraph 7(b) below.

b. Either Party may terminate this Agreement for any reason by giving 60 day's written notice of termination to the other Party. If terminated, the BDD Shared Pool balance if any, will be continue to be available for use by the County during BDD shutdowns, consistent with the terms and conditions of this Agreement, until the balance has been fully utilized.

8. **Amendment.** This Agreement may be modified only by a written amendment signed by the Parties.

9. **Dispute Resolution.** The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 90 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

10. **Entire Agreement.** This Agreement contains the entire agreement between the City and County with regard to the matters set forth herein.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

12. **Law.** The laws of the State of New Mexico shall govern this Agreement

13. **Notices.** Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6509
Fax: (505) 955-6683

City Attorney City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6511
Fax: (505) 955-6748

To the County:

Utilities Division Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: (505) 986-6279
Fax: (505) 986-6362

a. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

b. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Michael Garcia, Mayor

Date

Attestation:

Geraldyn Cardenas, City Clerk

Date

Approved as to form:

Marcos D. Martínez
Marcos D. Martínez (Jun 24, 2026 08:27:53 MDT)

Marcos D. Martinez, City Attorney

Jun 24, 2026

Date

Approved as to Finance:

Monica Maestas

Monica Maestas, Finance Director

Jul 14, 2026

Date

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

Walker Boyd
Santa Fe County Attorney

Date

BUCKMAN DIRECT DIVERSION BOARD

Agreement Acknowledged by the
Buckman Direct Diversion Board

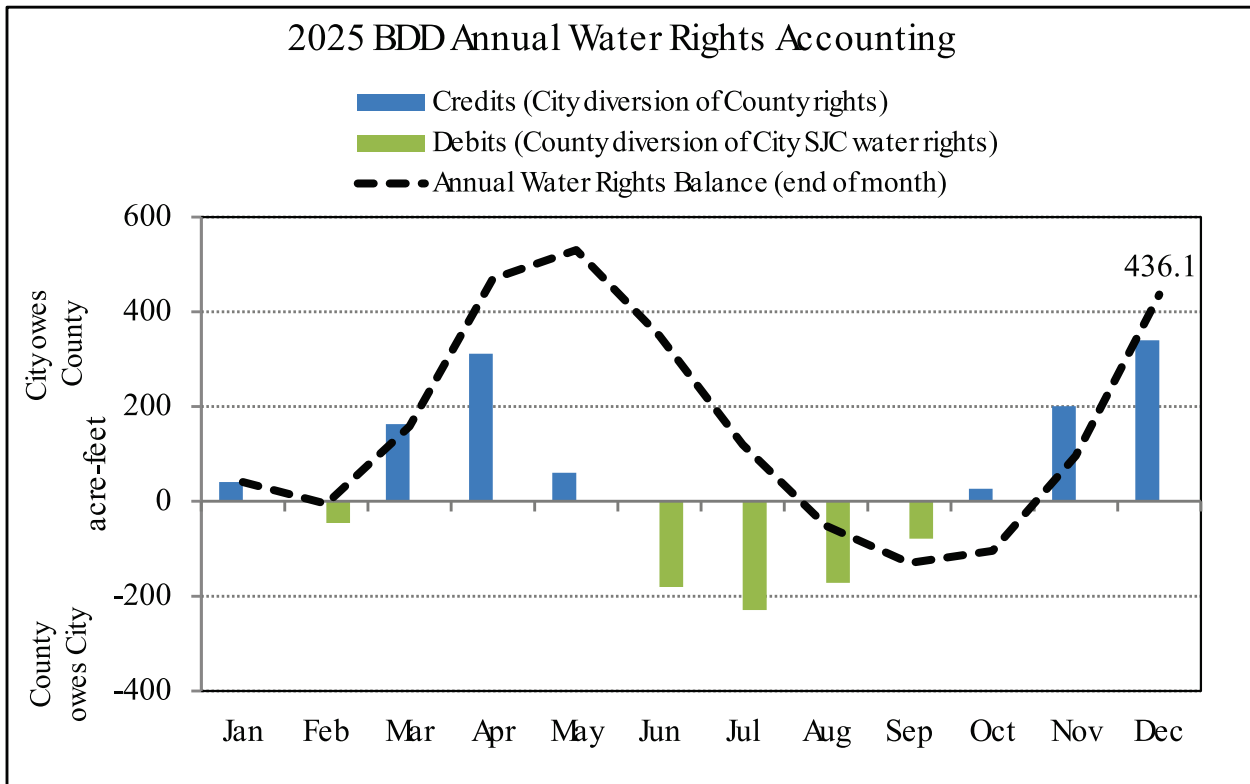
By: _____

Date

APPENDIX A **TO AMENDED AND RESTATED BDD SHARED POOL AGREEMENT**

Shared Pool Accounting for 2025

2025 Shared Pool Accounting	AF
1. "Annual Water Rights" Ending Balance (see figure below)	436.1
2. Section 2.a Deposit to Shared Pool (#1 minus 10% UAW)	392.5
3. Section 3.a Withdrawals, discretionary shutdown	0.0
4. 'Section 3.b Withdrawals, non-discretionary shutdown*	-22.5
5. Net Available for deposit (+) or withdrawal (-) (#2 + #3 + #4)	370.0
6. Carryover from 2024	1,100.0
7. County water credit balance, Dec. 31 (#5 + #6))	1,470.0
8. Section 4 evaporative losses (#7 * -10%)	-147.0
9. Potential carryover (#7 + #8)	1,323.0
10. Carryover to 2026 (lesser of 1,100 and #9)	1,100.0
*4 days of non-discretionary shutdown in August. Volume of use 20.1 AF * 1.1 withdrawal ratio for non-discretionary shutdowns	



**AMENDED AND RESTATED BUCKMAN
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Recitals

A. The County and the City are partners in the BDD pursuant to a Joint Powers Agreement (“JPA”) executed on March 7, 2005.

B. The County and City also executed a Water Resources Agreement on January 11, 2005, and an Amended and Restated Water Resources Agreement on December 14, 2016, (“WRA”) to address utility-to-utility issues.

C. The City and County entered into a Buckman Shared Pool Agreement on March 12, 2024 (the “2024 Agreement”). ~~The purpose of this Agreement is~~ to make more efficient use of the Parties’ respective available resources by making currently excess County native water rights available to the City and by making additional City system capacity and water sources available to the County through creation of a BDD Shared Pool. By creation of the BDD Shared Pool, the City will gain access to additional native supply, the County will gain additional back-up and sources of supply when the BDD is not in operation, and both parties will achieve greater flexibility in BDD operations.

D. The City and County wish to amend the 2024 Agreement to clarify certain provisions regarding accounting of credit balances and costs.

E. This 2026 agreement amends and restates-replaces in its entirety a previous Shared Pool Agreement executed by the County and City in March of 2024the 2024 Agreement.

Agreement

1. **Establishment of the BDD Shared Pool.** The BDD Shared Pool is hereby created as an accounting pool of water within the BDD that will allow the City, through its Water Division Director, to use additional County native water rights and allow the County, through its Utilities Division Director, to deposit and bank water for later use at times when BDD production is restricted or shut down either for unplanned or uncontrollable reasons, or because of discretionary operational shutdowns of the BDD, as described in Paragraph 3 below. The maximum quantity balance of water credited at any time in the BDD Shared Pool is limited to 1,100 acre-feet (AF), unless the Parties agree in writing to a larger amount. Operation of the BDD Shared Pool is separate from and does not affect the Parties’ current practice of joint use of native and San Juan-Chama Project water pursuant to Optimized Annual Water Rights Accounting as described in the BDD Annual Operating Plan.

- ~~a.~~ **Deposits into the BDD Shared Pool.** The City and County will continue to work together to optimize water right utilization as part of annual water operations planning. Each year the BDD will divert for delivery to the City a minimum of 167 AF of County native water, subject to the following conditions and limitations:

2.

~~To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.~~

- a. To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.
- b. The quantity diverted may not exceed the quantity made available by the County for that year.
- c. Once the BDD Shared Pool is at its limit of 1,100 AF, no additional deposits may be credited without written approval by the Parties through their respective Division Directors.
- d. When hydrological conditions reasonably preclude diversion of the minimum of 167 AF during a given year, the quantity diverted and the corresponding amount deposited will be based on the actual amount diverted that year.

2.3. Withdrawals and Deliveries from the BDD Shared Pool. The County may withdraw water credits from the BDD Shared Pool and the City shall deliver water from the City's Independent Water System, as defined in the WRA, to the County's requested Points of Delivery, as described in Paragraph 9 of the WRA, under the following terms and conditions:

- a. Discretionary Shutdowns. When the City as BDD operator chooses to temporarily shut down the BDD for a discretionary reason, such as for operational efficiency or for system-wide cost savings, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered from the City to the County shall be 1.0 to 1.0, meaning that for every AF delivered by the City to the County, the County's credit balance will be reduced by one AF. Discretionary shutdowns are characterized by a fully functional BDD that could be diverting and treating water throughout. The City may implement a discretionary shutdown of the BDD with a minimum of 3 day²s written notice to the County. Discretionary shutdowns shall not result in a debit to the BDD Shared Pool in excess of 150 AF per year, shall not result in a negative balance to the BDD Shared Pool, and must be timed and made at a sufficient flow rate so that all County demand otherwise supplied by the BDD will be met by the City from other City sources. A shutdown will be deemed discretionary at any river turbidity if the BDD is functional, and the County has sufficient water credits in the BDD Shared Pool at the end of the prior year to cover deliveries from the City.
- b. Non-Discretionary Shutdowns. When BDD production is restricted or shut down completely for any other reason, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered by the City to the County shall be 1.1 to 1.0. In other words, for every AF of water that the City delivers to the County, the County's credit balance will be reduced by 1.1 AF. The Parties acknowledge that this exchange rate appropriately reflects that the City's water stored in Abiquiu Reservoir pursuant to an agreement with the Albuquerque Bernalillo Water Utility Authority is a component of City back-up supply and is subject to a ~~one-time~~ reduction of 10% of the amount stored for rights to such storage. In any calendar year, the City may limit withdrawal from the BDD Shared Pool to 550 AF and the associated delivery of City water to the County to 500 AF if

delivery greater than that would result in more than 6,000 AF of groundwater use by the City. The City will exercise reasonable due diligence to make deliveries to the County at the greatest rate practicable, but the rate may be limited to no more than 1 million gallons per day during a Non-Discretionary shutdown.

- c. BDD Standard Operations Procedure (SOP) during high turbidity. While this agreement covers BDD Shared Pool accounting specifically, a related issue is how BDD operates as a function of river turbidity and availability of backup water sources to the County. An SOP defining BDD operations as a function of these parameters will be developed by BDD staff with City and County input. This SOP will be formalized by inclusion in the BDD Annual Operating Plan as approved by the BDD Board.

3.4. Accounting of Credit Balance. The Parties shall calculate and maintain an annual running balance (“Annual Water Rights Balance”) of the quantity of County water credits available for deposit to or withdrawal from the BDD Shared Pool. The County’s Annual Water Rights Balance shall start at zero each calendar year, and be increased by the quantity of County water ~~delivered to~~ rights diverted for the City ~~under Paragraph 2~~ and reduced by the amount of City water rights diverted for water delivered by the City to the County ~~under Paragraph 3~~ during the calendar year. At the end of each calendar year, the Annual Water Rights Balance, if positive, shall be the amount available for deposit to the BDD Shared Pool (subject to conditions in Section 2); if the Annual Water Rights Balance is negative at the end of the calendar year, that amount shall be withdrawn from the BDD Shared Pool. Water deliveries from the City’s Independent Water System Withdrawals in accordance with Section 3 are performed ~~separately from the Annual Water Rights Balance deposit or withdrawal process.~~ See Appendix A. After all deposits and withdrawals ~~(as per Section 3)~~ are calculated at the end of each calendar year and added to the prior year’s carryover balance, the County’s BDD Shared Pool balance will be reduced by 10% to reflect evaporative losses of City water in the Abiquiu Reservoir. Upon request by the County, the City at its sole discretion may approve a temporary negative balance. BDD Shared Pool balances shall be carried over to the next year. The Parties will direct BDD staff to administer the BDD Shared Pool based on monthly diversion and use accounting of BDD water. The initial amount of water deposited into the BDD Shared Pool and credited to the County may include, with written approval of both Parties through their respective Division Directors, any prior remaining balance of the County native water diverted by the BDD pursuant to Optimized Annual Water Rights Accounting.

4.5. Cost Accounting and Billing.

- a. City Costs. The City will pay all costs associated with diversion, pumping and treatment of County native water delivered by the BDD to the City under this Agreement.
- b. County Costs. For water the County receives from the City under this Agreement, the County will pay the City at a rate equal to the variable cost of BDD water paid by the County during the same fiscal year in which the BDD Shared Pool water is delivered. For example, during fiscal year 2018-2019, the County paid \$402,354 in variable operating costs (electricity, chemicals, and solids) at BDD for 1,393 AF of treated water, representing a variable cost of \$288.89 per AF. This rate would have been charged for any BDD Shared Pool water delivered that year. Because that rate will

not be available until after final BDD invoicing for the fiscal year, the City can bill during the fiscal year using the variable cost of BDD water to the County during the previous fiscal year, with final reconciliation occurring after final BDD invoicing. In addition, for BDD Shared Pool water delivered by the City to the County during ~~Non-Discretionary-BDD~~ shutdowns, the County will pay the City for wheeling the water through the City system based on the rate-charges specified in the WRA2024 Wheeling Agreement, or the most current wheeling agreement between the City and County. ~~The County will not pay a wheeling fee for water delivered by the City during Discretionary shutdowns.~~ If during a Non- Discretionary BDD shutdown the County expends all water credits and reaches a zero balance in the BDD Shared Pool and the City does not approve a temporary negative balance as described in Paragraph 4, any additional County use of City water will be billed at the then-current agreed upon wholesale and wheeling ratescharges.

5.6. WRA Unaffected. This Agreement does not amend or affect the terms and conditions of the WRA. In particular, delivery by the City of water to the County from the BDD Shared Pool is separate from and does not affect the County's right to Wholesale Water Delivery from the City under Paragraph 3 of the WRA.

6.7. Term.

a. This Agreement shall be effective on the date of the latest signature below and shall continue thereafter unless terminated pursuant to Paragraph 7(b) below.

b. Either Party may terminate this Agreement for any reason by giving 60 day's written notice of termination to the other Party. If terminated, the BDD Shared Pool balance if any, will be continue to be available for use by the County during BDD shutdowns, consistent with the terms and conditions of this Agreement, until the balance has been fully utilized.

7.8. Amendment. This Agreement may be modified only by a written amendment signed by the Parties.

8.9. Dispute Resolution. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 90 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

9.10. Entire Agreement. This Agreement contains the entire agreement between the City and County with regard to the matters set forth herein.

10.11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

~~11.12.~~ Law. The laws of the State of New Mexico shall govern this Agreement

~~12.13.~~ Notices. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6509
Fax: (505) 955-6683

City Attorney City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6511
Fax: (505) 955-6748

To the County:

Utilities Division Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: (505) 986-6279
Fax: (505) 986-6362

a. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

b. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

~~Alan M. Webber~~ Michael Garcia, Mayor

Date

Attestation:

Date

Printed Name: Geralyn Cardenas,
City of Santa Fe Clerk

Approved as to form:

~~Erin K. McSherry~~ Marcos D. Martinez, City Attorney

Date

Approved as to Finance:

~~Emily Oster~~ Monica Maestas, Finance Director

Date

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

~~Jeff Young~~ Walker Boyd
Santa Fe County Attorney

Date

~~Finance Division:~~

Yvonne S. Herrera
~~Finance Director~~

Date

BUCKMAN DIRECT DIVERSION BOARD

Agreement Acknowledged by the
Buckman Direct Diversion Board

By: _____

Date

2026 BDD Shared Pool Packet

Final Audit Report

2026-07-14

Created:	2026-07-14
By:	Jesse Roach (jdroach@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXu84SQ1ElvUBWq97v5djoHAu-V6Bk76A
Documents:	2026 BDD Shared Pool Packet.pdf (21 pages)
Number of Documents:	1
Document page count:	21
Number of supporting files:	0
Supporting files page count:	0

"2026 BDD Shared Pool Packet" History

-  Document created by Jesse Roach (jdroach@santafenm.gov)
2026-07-14 - 5:27:10 PM GMT- IP address: 63.232.20.2
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2026-07-14 - 5:51:51 PM GMT- IP address: 104.47.65.254
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