



# AGENDA

BUCKMAN DIRECT DIVERSION BOARD  
DECEMBER 03, 2020 AT 4:00 PM  
ATTEND VIRTUALLY



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## SPECIAL PROCEDURES FOR BUCKMAN DIRECT DIVERSION BOARD MEETING

**Attendance:** In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than ten (10) people, the Buckman Direct Diversion Board meeting will be conducted virtually.

**Viewing:** Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

**Agenda:** The agenda for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

**Written Comments:** The public may submit written comments on any of the consent items to be considered on the Consent Agenda, through 1:00 p.m. the day of the meeting, via the virtual comment "button" at [santafe.primegov.com/portal/search](https://santafe.primegov.com/portal/search).

**Public Comment:** To provide live public comment during the *Public Comment* section, you must join the Zoom meeting by internet or phone, as follows:

**Internet:** To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/95403989591?pwd=ZndCc1YvdGxjSFpNTXQ1YnQzK3F2Zz09> Passcode: 429277

Attendees should use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.

**Phone:** To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 - Webinar ID: 954 0398 9591 - Passcode: 429277

Phone attendees should press \*9 to use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.



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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
  - a. Approval of Minutes from the November 5, 2020 Buckman Direct Diversion Board Meeting.
6. **MATTERS FROM THE PUBLIC:**

Buckman Direct Diversion Board will take matters from the public in written form via email through 1:00pm on Thursday December 3, 2020. Emails must identify the submitting's party's name and should be sent to Jamie-Rae Diaz, City of Santa Fe, Public Utilities, Administrative Manager, at [jldiaz@santafenm.gov](mailto:jl Diaz@santafenm.gov). These comments will be distributed to the Board for review prior to the meeting and placed in the minutes of the meeting.

7. **PRESENTATION/INFORMATIONAL ITEMS**
  - a. Report on December 1, 2020 Fiscal Services Audit Committee (FSAC) VERBAL (Mackie Romero, Financial Manager, [mmromero1@santafenm.gov](mailto:mmromero1@santafenm.gov), 955-4506)
  - b. Monthly Update on the BDD Operations. (Randy Sugrue, BDD Operations Superintendent, [rccsugrue@santafenm.gov](mailto:rccsugrue@santafenm.gov), 955-4501)
  - c. Report from the Facilities Manager.VERBAL. (Rick Carpenter, BDD Facilities Manager, [rrcarpenter@santafenm.gov](mailto:rrcarpenter@santafenm.gov), 955-4206)
  - d. Report on 1<sup>st</sup> Quarter Financial Position for Fiscal Year 2021. (Mackie Romero, BDD Financial Manager, [mmromero1@santafenm.gov](mailto:mmromero1@santafenm.gov), 955-4506)
8. **ACTION ITEMS: CONSENT**



# AGENDA

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- a. Request for Approval of annual payment to the Bureau of Land Management in the amount of \$68,407.01 for right-of-way rental fees. (Mackie Romero, BDD Financial Manager, [mmromero1@santafenm.gov](mailto:mmromero1@santafenm.gov), 955-4506)
- b. Request for Approval of Amendment No. 2 to the Professional Services Agreement with Glorieta Geoscience, Inc. for technical support services in the amount of \$50,000 plus New Mexico gross receipts tax. (Monique Maes, BDD Contract Administrator, [mmaes@santafenm.gov](mailto:mmmaes@santafenm.gov), 955-4508)
  1. Request for Approval of a Budget Amendment Resolution (BAR) in the amount of \$54,219.00
- c. Request for Approval to remove vacant and unfunded Assistant Water Resources Coordinator from BDD Org Chart. (Jesse Roach, Water Division Director, [jdroach@santafenm.gov](mailto:jdroach@santafenm.gov), 955-4309)

**9. MATTERS FROM THE BOARD**

**10. NEXT MEETING: Thursday, January 7, 2021 at 4:00 PM**

**11. ADJOURN**

**12. EXECUTIVE SESSION**

In accordance with the New Mexico Open Meetings Act NMSA 1978, §10-15-1(H)(7), discussion regarding pending litigation in which the BDDDB may become a participant, including, without limitation the Waters of the United States (WOTUS) Litigation entitled: State of California et al, v. Wheeler, Case No. 3:20-cv-03005-RS (U.S.D.C. N.D. Cal.). (Kyle Harwood, BDD Legal Counsel, [kyle@egolflaw.com](mailto:kyle@egolflaw.com), 986-9641)

**Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.**

**MINUTES OF THE**  
**THE CITY OF SANTA FE & SANTA FE COUNTY**  
**BUCKMAN DIRECT DIVERSION BOARD MEETING**

**November 5, 2020**

1. **CALL TO ORDER:** This meeting of the Santa Fe County & City Buckman Direct Diversion Board meeting was called to order by Councilor JoAnne Vigil Coppler, Chair, at approximately 4:00 p.m.

In accordance with the Public Health Emergency Order issued by the State of New Mexico, and pursuant to the New Mexico Attorney General's Open Government Division Advisory during COVID-19, public entities are authorized to conduct virtual meetings.

[For clarity purposes, repetitive identification and confirmations of those on the line and their audibility have been eliminated and/or condensed in this transcript.]

2. **ROLL CALL** indicated the presence of a quorum with the following members present:

**BDD Board Members Present:**

JoAnne Vigil Coppler, Councilor, Chair  
Anna Hansen, Commissioner, Vice Chair  
Anna Hamilton, Commissioner  
J.C. Helms, Citizen Member  
Carol Romero-Wirth, Councilor  
Tom Egelhoff, Las Campanas [non-voting]

**Member(s) Excused:**

None

**BDD Board Alternate Members Present:**

Peter Ives, Community Alternate  
James Lightfoot, Las Campanas Alternate

**Others Present:**

Rick Carpenter, BDD Facilities Manager  
Nancy Long, BDD Legal Counsel  
Mackie Romero, BDD Finance Manager  
Kyle Harwood, BDD Legal Counsel  
Bernardine Padilla, BDD Public Relations Coordinator  
Randy Sugrue, BDD Operations Superintendent

Jamie-Rae Diaz, City Administrative Assistant  
Joe Abeyta, City IT  
Jesse Roach, City Water Division Director  
Marcos Martinez, City Assistant Attorney  
Jay Lazarus, Glorieta Geoscience  
James Bearzi, Glorieta Geoscience  
Daniel Frost, Snell & Wilmer

**3. APPROVAL OF AGENDA** [*Exhibit 1: Agenda*]

There were no changes and Commissioner Hansen moved to approve as published. Commissioner Hamilton seconded. The Chair requested a roll call vote and the motion passed unanimously [5-0].

**4. APPROVAL OF MINUTES: October 1, 2020 BDD Board Meeting**

There were no corrections and Commissioner Hansen moved to approve. Mr. Helms seconded and the motion passed by unanimous [5-0] roll call vote.

**5. MATTERS FROM THE PUBLIC** [See Page 11]

[The individual wishing to address the Board was not yet on the line and appears on page 11.]

**6. PRESENTATION/INFORMATIONAL ITEMS**

**a. Monthly Update on BDD Operations**

CHAIR VIGIL COPPLER: Randy Sugrue.

RANDY SUGRUE (Operations Superintendent): Thank you, Madam Chair, members of the Board. October was another pretty good month for BDD; good water in the river. We were able to divert the water that the City and County requested. For the month of October our raw water diversions averaged about 6.95 million gallons per day. Our drinking water deliveries through our Booster Station 4A/5A averaged 6.16 million gallons per day. Raw water delivery to Las Campanas, averaged .59 million gallons per day. Our on-site treated and non-treated water storage was about .2 million gallons per day. We're providing about 57 percent of the water supply to the City and County for the month.

We do have a demand growth summary on page 2. Our year-to-date averages, we again, exceeded our year-to-date average for October due to the warm weather in October. Our daily metered water demand on page 2, was approximately in October, 10.8 million gallons per day of which 1.6 million gallons per day was the County's demand. That's dropped significantly now that it is November because of the cooler weather. The demand has dropped to between 6 and 7 million gallons per day.

The Rio Grande flow is still quite adequate. For October, it was around 300 cubic feet per second. It's actually risen a bit now that irrigation season is essentially over to 300 and as high as 400 – and now about 330 cubic feet per second. That's my report and

I stand for any questions.

CHAIR VIGIL COPPLER: Thank you, Randy. Are there any questions from the Board? Okay, seeing none, I'll let you go, Randy, for now.

MR. SUGRUE: Okay, thank you very much.

**7. b. Report from the Facilities Manager**

RICK CARPENTER (Facilities Manager): Yes, Madam Chair and members of the Board, good evening. I want to just echo everything that Randy just said. If we would all think back about four weeks or six weeks or eight weeks, we were expecting conditions that were a lot more challenging than they are now. There's enough water to divert in the river. Turbidity is good. Water quality is good. We're able to produce everything that we need to do in order to meet demand. So I just want to echo that and a great job to our maintenance and operations staff for making sure that that happens.

A couple of things, we have two open positions that we are seeking to fill actively. Instrumentation and control technician is actually posted. I think it closes at the end of the month and then we are waiting on a couple of details from HR on the Munis system to post the warehouse technician but it should be posted any day now. So we are moving forward filling those positions. That's good news and it will take a lot of pressure off of other staff having to fill in for those positions right now.

Then lastly, Madam Chair, I have been working a lot with Kyle Harwood, James Bearzi with GGI on the upcoming Triennial Review. We haven't done it, I think, since 2009. There is not a lot that has changed but there are some things that I think the Board would like to be updated on before we start pushing up against deadlines. With that, Madam Chair, if I could ask Kyle Harwood to give us a more detailed update on where we're at.

CHAIR VIGIL COPPLER: Okay.

KYLE HARWOOD (BDD Counsel): Thank you, Rick. We received this email on Monday morning, November 2<sup>nd</sup>, announcing a comment period that I've highlighted here that started on November 2<sup>nd</sup>. You'll note that the comment period ends just before our December Board meeting which is on December 3<sup>rd</sup>. This is to invite – these are informational meetings here, there's one next week and one the week following to review the NMED proposals and the Triennial Review process. While this item was too late to get on our Board meeting agenda for this meeting since it was only released on the 2<sup>nd</sup>, on Monday, and because the comment period ends before the next Board meeting, I'd like to suggest to the Board that we file comments similar to the comments we filed a couple of months ago on this same topic, which were comments that were recommended by James Bearzi, myself and Rick Carpenter. We also plan on attending one of these meetings and bringing you an update on what this discussion is.

I'd like to just put this in context. This is a deadline for the interested public to provide comments about the department's proposed changes to water quality standards. The actual process itself, which I'm going to let James describe here in a moment, will run through next spring and next summer.

James, why don't you give the Board your perspective on the Triennial Review in general if you would please?

JAMES BEARZI (Glorieta Geoscience – GGI): Madam Chair, members of the Board, thank you. The Triennial Review is required for all states to review their water quality standards every three years. That's under the Clean Water Act and our state law mirrors that. So the state Environment Department implements the Clean Water Act here in New Mexico and they're in the middle of doing this. The process is ongoing, all the time, Madam Chair. Where they are right now, as Mr. Harwood said, they have proposed amendments out there and these are for all of the surface waters throughout the state to standards including what the segments are used for, what the criteria are to meet those uses. For example, there might be a use of irrigation and the criteria for certain pollutants to be at a certain numerical level. They have put out for public comment their proposed amendments, the ED. And the reason why it's their proposed amendments is because the Environment Department actually is not the entity that approves the standards and that the proposed standards are in front of. That would be the State's Water Quality Control Commission.

The Environment Department is proposing to have a hearing on the Triennial Review in July of 2021 and as Mr. Harwood said, that is the entity that considers proposed amendments and that is the entity that would consider any party – the Environment Department, the Board, or an individual private citizen.

So the State before they actually file their proposed amendments has asked for comment from the public, as Mr. Harwood indicated. And we can choose to provide that along the lines of what we had before for a different proceeding or we can wait and submit those to the Water Quality Control Commission when the hearing comes up in July or in the filings before that or we can do both. We would suggest that we would end up doing both.

When Mr. Harwood said that we had submitted some comments in the same or similar proceeding a few months ago, the State also assesses all waters for impairments. That is, does a particular stream segment not meet the criteria for its designated use like irrigation – it's too polluted for irrigation. And they sent that out for draft comment last July and the Board sent comments about the proceeding itself and about three specific stream segments that are of interest to the Board. That's the Rio Grande where the intake structure is and a couple of stream segments up on the Pajarito Plateau. We're proposing that for purposes of providing input to the Environment Department for their proposed amendments that we take those comments and make them again, because as Mr. Harwood said, they overlap quite a bit. This is a process that happens every three years and it's a long process and this is not our only so called bite at the apple. I stand for questions, Madam Chair and members of the Board.

CHAIR VIGIL COPPLER: Thank you. Any question from the Board? Commissioner Hamilton.

COMMISSIONER HAMILTON: Thank you, Madam Chair. It's hard to imagine that anybody has had time to look at these yet. So if the questions can't be answered yet that's fine. I was just wondering if in addition to resubmitting the previous comments do we have any idea that there are other aspects of this that we want or it's in our best interest to make new comments on? They're comments that would have to be submitted before our next Board meeting and I have no problem with that, I just thought it would be good to chat about it.

MR. HARWOOD: Thank you, Commissioner. I did speak with counsel for the Environment Department earlier today about their calendar and noted how amusing it was that the notice of the comment period came out after our agenda and the end of the comment period is the day before our next Board meeting. So we're in a little of an ungraceful period here bringing this to you under Matters from the Facilities Manager, but we are intending on having a call with that lawyer who has been in front of the Board before, John Verheul, NMED lawyer and also some technical staff. I think there will be a lot more to know as this unfolds over the coming six to nine months as James indicated. I think this current deadline which is only limited to making comments about the department's proposed changes is a pretty small step in the process and we would propose that with Rick's review and approval, that we would go ahead and submit comments consistent with the Board's prior set of comments and we hope that we can have your confidence in doing that so we don't need to have a special meeting between now and the comment deadline.

And then when it comes to your bigger question, Commissioner, about analyzing the department's suggestions and bringing you a set of recommendations for the actual hearing process in front of the Water Quality Control Commission, I think we will be prepared to give you an update in December and a proposed work plan in December of January depending on how much information is coming forward how quickly. I hope that is response to your question. There is some review and analysis to be done and I feel confident that using the Board's prior approved agency comments for this deadline that runs on December 2<sup>nd</sup> will be sufficient. But there is other work to be done and there are future deadlines that are not upon us right now that we can prepare you, the Board, for that work later on.

Again, I apologize for the rather ungraceful way of bringing this topic but it seemed to be the only practical way of doing it given the timing.

COMMISSIONER HAMILTON: Well, I have no problem with that. And I appreciate the answer. That's great with me. I just wonder if in conjunction with that, unless no other Board members are interested, whether you might distribute the core information to the Board just so we can look at it.

MR. HARWOOD: I would be happy to get an informational email out to the Board and key staff so that you can enjoy – which is emphasized – so that you can enjoy the Environmental rulemaking sort of process and that you will let us know what questions you have about that as we go through it. It is an informed topic. It's fairly dense and involved as you all know. But I will be very happy to get something out to the Board in between these Board meetings to keep you apprised of what's happening.

COMMISSIONER HAMILTON: Thanks.

MR. HARWOOD: Okay.

CHAIR VIGIL COPPLER: Commissioner Hansen.

COMMISSIONER HANSEN: Thank you, Kyle and James for the update on the Triennial Review. As Rick said, we haven't made comments for a number of years so I think that it is important that we do start commenting. And since we have previous comments that fall in line with this I hope that you will make them and then you can bring them to the next Board meeting for ratification.

MR. HARWOOD: Thank you, Commissioner. We'll plan on bringing it back on December 3<sup>rd</sup>.

CHAIR VIGIL COPPLER: All right. Any other questions or comments?  
Thank you very much.

## **8. ACTION ITEMS: DISCUSSION**

### **a. Discussion and Possible Action on the 2018 BDD LANL MOU Extension of Term for One (1) Year and Update on Negotiations**

MR. CARPENTER: Madam Chair, thank you and Kyle or James chime in when you need to. This is another deadline that we're pushing up against, another big ticket item. We've had recently this week I thought a pretty good meeting with the folks from DOE and LANL on the MOU and regarding the extension. We have a number of items to work through with them. Some of them technical and some of them are probably more policy related – the lines get blurred sometimes. But we're making progress. We're turning in the right direction but we need to, especially because there's been a lot of turnover on their side, in fact, we just learned earlier this week that Ben Underwood the attorney for them who has been very good to work with, he's retiring now. So that mixed in with Covid makes it sort of slow going.

We're asking for an extension of the existing MOU with the Board's concurrence. And then we'll continue to be negotiating terms and conditions of the MOU as we move forward but without the pressure necessarily of a time constraint. I don't know if Kyle or James Bearzi if you want to add to that or not.

MR. HARWOOD: Yes, thank you, Rick. I'd like to just take the Board briefly through the memo in the packet and then also share the extension which I only received from my counterpart at the Lab since the packet was produced.

So as Rick indicated we have the current MOU expiring before the next Board meeting, December 1. As I think many of you are familiar, we have a sort of one over arching principle which is to have a positive and productive relationship with the Department of Energy and that gets more specifically defined as support for the ENS and then support for water quality. These are all in your memo in your packet. And as many of you know we've been working since May on a new MOU. It's been slow going as I think we have reported to you. We attempted to summarize some of DOE's responses to the Board's Principles Agreement from earlier this year. There's been some agreement and then some, I won't say disagreement but some reticence to embracing what the Board is requesting in additional to what the current MOU contains. So we are recommending here at the end of the memo to extend the current MOU for one year. We are hoping we won't need a whole other year and we'll be back in front of this Board with a new MOU before this one year has passed. But by extending for a year we feel that we clearly and unequivocally qualify for another \$96,000 grant which is used by Rick and his staff to conduct water quality sampling. So by extending a full year, even if we don't need it all, we unequivocally avail ourselves of that additional grant money.

The balance of the memo in your packet is to show the 26 principles that the Board approved and that's the numbered black ink sections and then you'll see the blue responses from the Lab, sort of giving you some insight on where we are in the back and forth. The intent is that the memo really provides a high level summary of all of these responses. So when you get to the second page of the memo, this is intended to give a high level summary of where we stand.

Turning just to the action item before the Board, this is what I received back from DOE a few short days ago since the packet was introduced. This is language that I prepared for your information so what it does is it just describes the current MOU with the Board. It describes that the current MOU in Article I allows for it be renewed. We talk about the extraordinary year of 2020 sort of confounding our efforts to get this negotiation done and that this one-year extension does not preclude the ability of the parties to utilize the full three years.

When we're done with the discussion, I'd like to ask the Board that the staff recommendation from Rick and myself and James and other people and Jay Lazarus who worked on this is for the Board to vote to authorize the chairperson to go ahead and sign this before the December 1 deadline and for us to get it back up to the Lab so it can be countersigned and reset the date of expiration to December 1 of next year. I'm happy to stand for any questions, Madam Chair. Thank you.

CHAIR VIGIL COPPLER: Okay, Councilor Romero-Wirth.

COUNCILOR ROMERO-WIRTH: Thank you, Madam Chair. Kyle, so who is offering the extension?

MR. HARWOOD: This is a joint request. This was raised by the Lab a month or two ago and I said, Not ready to talk about the extension. I think we can still strike a deal that we can both recommend to our respective clients. That did not happen. But with the proceeding 60, 90 days and so we're both recognizing that the MOU expires December 1 and that it is in the interest of both parties, I think, to extend it.

COUNCILOR ROMERO-WIRTH: And what is the sticking point to getting a deal?

MR. HARWOOD: The Board has directed us to request the reinstallation of E-109.9 which is a major project requiring significant funding. The Board, if we go back to the principles that the Board asked us to advance, so here this reference to E-109 is a very expensive new piece of construction. It's also described here. There is also the complication of samplers and I actually owe Commissioner Hansen an explanation. This was a question that she raised at the last Board meeting that we are still working on. There has been some cooperation, I think it's fair to say, on LANL's part to jointly inspect and prepare a report on the current conditions. I can go through the detailed status of things but we are basically working on all 26 of these principles that we requested. And you'll also note that we had some big unknown expenses associated with a couple of these items.

We were unable to do the detailed negotiation that we had hoped to do this summer and fall because of limitations on staffing and difficulties with meeting and also staff. We had a major change up at the Lab with the site office manager Doug Hintze leaving. We now have the major change of Ben Underwood leaving, I think effective tomorrow. So we have essentially been unable to make the progress that we had hoped to make on this, Madam Councilor.

COUNCILOR ROMERO-WIRTH: So, Madam Chair and Kyle, so it is basically the fact that we are pushing for more and in addition they don't have the staff to properly negotiate with you and this Board to come to an agreement in a nutshell.

MR. HARWOOD: I think that's fair, Madam Councilor.

COUNCILOR ROMERO-WIRTH: And the \$96,000 grant comes from where? Is that from LANL or is that from somewhere else that requires that we have this agreement?

MR. HARWOOD: Mackie may be able to share more detail about the contracting process. My understanding is that it's the Department of Energy money but Mackie, you've always got such a great perspective on these things, please help.

MACKIE ROMERO (Finance Manager): Madam Chair, Councilor Romero-Wirth, Kyle is right, the money comes from the Department of Energy. We will probably have to work with them to get an extension and allocate some additional funding. And we didn't spend all of our money last year so maybe they will just allow us to continue spending that to cover the additional \$96,000. But if they don't reach out to me, I will reach out to them to make sure we get that grant extended.

COUNCILOR ROMERO-WIRTH: And does that, Madam Chair and Mackie or Kyle, in order to be eligible for that money do we have to have an agreement in place for a year? Could we have an agreement in place that was for less than a year? Here's where I am going with this: I just wonder – maybe a year is perfectly reasonable but if it were six months would that create more sense of urgency to get this done? Is there an urgency to get this done and does the election even though we don't know the outcome yet, if there is a change in administration is that going to help at all with the nature of DOE and I think what you characterized as their reticence? That's a barrage of questions, sorry.

MR. HARWOOD: Thank you, Councilor. I think we're hoping that in 2021 regardless of the administration there will be a renewed interest in cleanup at the Lab. I don't know what to expect if the current administration continues or if there's a change in administration. But we are hoping for a redoubling of efforts at the Lab for cleanup and being good neighbors like this EMS and water quality sampling MOU contains. Without getting into the unknowns of where we are around the federal leadership, I think we are hoping for increased leadership on environmental issues.

I think you're picking up on a comment I made initially, which is we are hoping we don't need a full year. But federal contracting process is about as complicated as anything that I have ever worked on and that includes some very complicated things. So it seemed that the safest way to make sure that we can assess the full \$96,000 was to do a full one-year extension that way there's no problem at the federal contracting end for getting that grant. I do think that there's a priority on this. I think we all are coming out of an extraordinary year where things that we had hoped to get done didn't happen and with an extension we will be overdue on extending this MOU and I for one, very much hope that with the Board's support we will get to a new MOU quickly. But we do have changes in the site office manager, the now lawyer to the site office and so it seems to me that for the sake of making sure we get the full \$96,000 a one-year extension is the simplest way and if the Board wants to give Rick and I a tighter deadline like April or June or something to get to a certain place in negotiations, we will do that. So the two don't have to be connected I guess is what I'm also pointing out. If you want to get to a certain place earlier than the end of next year, that doesn't need to be the same schedule as the extension. I hope that is responsive, Councilor.

COUNCILOR ROMERO-WIRTH: Okay. So we could – it seems to me that we do want to come to an agreement sooner if it's possible. Replacing those people

on LANL's side, are there people on the wings or are they going to have to have a hunt to replace those folks so it might take awhile?

MR. HARWOOD: There is already a replacement to Mr. Hintze and his name is Kirk Lachman. I don't know much about him. But replacement for Mr. Underwood is going to be really important because we're obviously talking about drafting and negotiating an agreement. The news was, the last two sentences of our last meeting and Ben shared that he was leaving very shortly so I have not even had a chance to figure out who his replacement his. But between the holidays and the election I think it would not be unsurprising to think that we would be ramping up the new work effort in January and hope that it doesn't take more than a couple of months to hopefully shake hands on something that is acceptable to the Board. And if we aren't able to agree on something that is acceptable to the Board that they also agree with, that we would have something for you all to talk to other decision makers about.

COUNCILOR ROMERO-WIRTH: Thank you, Madam Chair and thank you Kyle. I do think that based on what you just said, that okay, one year seems okay. But it seems like if we can come to an agreement and whatever we need to do to hold people's feet to the fire to incentive that, we should. That's all I have. Thank you.

CHAIR VIGIL COPPLER: Commissioner Hansen.

COMMISSIONER HANSEN: Thank you. I agree with the one-year extension but I just want to re-emphasize how important the E-109.9 station or some station that will give us more data than what we're getting at the moment and how important that is to the MOU. I do believe that doing this for a year will allow us the \$96,000 which I would not want to see us lose for sampling. So that way we're clean and if we can get this done in six months that would be fantastic. If we can get it done in nine months, I think that's okay. Knowing how it is to deal with LANL and EM-DOE, I think we're safe doing a one-year extension.

CHAIR VIGIL COPPLER: Commissioner Hamilton.

COMMISSIONER HAMILTON: Thank you. I also agree on the extension which makes sense for all the reasons stated. I'm not sure that this is a question. I think maybe it's intended to hopefully generate a few comments and response, but having read through some of the Lab's responses to their current reticence on some of the things we were asking for including 109.9 makes me think that there's not a lot of – I don't anticipate that we'll be successful on all of those. I don't see them – I think it would be difficult to move the needle. That is my perception of their responses to several of things. I don't know what you think about that or whether we even need to discuss it. But I think we're going to have as much trouble next year on some of these negotiations and I'm concerned about that. Thank you, Madam Chair.

CHAIR VIGIL COPPLER: You're welcome. Former Councilor Ives.

MR. IVES: Thank you, Madam Chair. I must admit that having read the negotiations focus on the following issues section in the memorandum it sounds like DOE has basically said, we'll do what we did last year but we ain't doing anything else. So I don't see any movement on their part to expand the Memorandum of Understanding in any way, shape or form. That is disappointing.

The other question that I was going to ask is what is the amount of that that is unspent from the prior year Memorandum of Understanding?

MS. ROMERO: Madam Chair and Mr. Ives, the amount from fiscal year 19/20 that was unspent was \$38,615. That's the amount that wasn't spent of the \$96,000 that was allocated from the DOE.

MR. IVES: And so what happens to that money at this point in time that was unspent?

MS. ROMERO: It still remains because our grant was a three-year grant. It stays. I just don't know if they roll it forward. I know we had some unspent money from the previous three-year grant and we actually had to sign off on something that we no longer needed the money. We had a small balance of \$2,000 that we didn't spend from the 15-18 grant and we had actually signed something saying we were done with that money. I'm not sure, I may have to reach out to the DOE and ask them if we could still spend that money or not.

MR. IVES: Right, I guess I would say that I would only hope that that money can be retained and applied perhaps to some of these unfulfilled expansions of the MOU. I would hate to see that money go back because this is a \$100,000 or \$96,000 amount, so \$38,000 would be roughly 40 percent and I'd hate to see that go back and I'd love to make sure that whatever we're doing this year as this gets renewed actually uses all that funding in a constructive way towards these purposes. So, I'd love to keep that money devoted back in to the MOU and these issues and see it all move forward especially in light of the fact that we don't seem to be getting any traction on expanding it from LANL. Thank you, Madam Chair.

CHAIR VIGIL COPPLER: Commissioner Hansen.

COMMISSIONER HANSEN: Thank you, Madam Chair. Thank you, former councilor Ives, I appreciate your comments on the amount of money that has not been spent.

I would like to see us possibly ramp up our sampling so that we can spend this money. I know that that's up to staff. And I know that this year is an exception because of Covid. But I don't want to see us lose any of money and I would like to see us have more money. I am, as you all know, a huge advocate for this E-109.9 station and if we have \$38,000 maybe we can find some location or place where we can do some sampling or put in a sampler of some kind or some telemetry or radar or something that will help us have better information than we are getting out of LANL and out of DOE.

MR. HARWOOD: Very well. Madam Chair, I would like to suggest that when we bring you an update at the December meeting, we get you a status update on the then current balance and what the plans are for expenditure, confirming that we'll be eligible for a new grant funding in 2021. And to make sure that we are using that grant in the manner that the Board has said which is making sure we get the best benefit from it.

COMMISSIONER HANSEN: With that, I would like to move that we extend the 2018 BDD LANL MOU extension of terms for one year and get an update at our next meeting.

COUNCILOR ROMERO-WIRTH: Second.

CHAIR VIGIL COPPLER: Is there any further discussion?

**The motion passed by unanimous [5-0] voice vote.**

## 8. MATTERS FROM THE BOARD

CHAIR VIGIL COPPLER: Any matters from the Board? Commissioner Hamilton.

COMMISSIONER HAMILTON: Thank you, Madam Chair. So at the last meeting if I recall correctly, Attorney Long reported out to us that the City had settled a prohibitive practices complaint with regard to the BDD and part of we are being required to pay the overtime that they otherwise would have had to pay to the operators except for the fact that they made the unilateral furlough decisions. I wonder if I could request that perhaps at our next meeting the City can report to us on how they intend to pay for that settlement. I mean in particular, whether they intend to bill the partners for that settlement or pay it themselves. If we could put that on the agenda, I would really appreciate it.

CHAIR VIGIL COPPLER: Rick Carpenter, do you see any problem with that?

MR. CARPENTER: Madam Chair, no, I don't. I think maybe I should check in with HR and see what they tell me. I can and can't say but what is a matter of public record. I have no problem reporting that out to the Board.

CHAIR VIGIL COPPLER: Okay, thank you.

COMMISSIONER HAMILTON: Just for clarity, I am not requesting any HR information on personnel. I am requesting information on how the City is going to pay for the settlement.

CHAIR VIGIL COPPLER: More of a financial question, right?

COMMISSIONER HAMILTON: Exactly.

MS. ROMERO: Madam Chair, Commissioner Hamilton, I will be able to report that out at the next meeting.

COMMISSIONER HAMILTON: Thank you.

CHAIR VIGIL COPPLER: Okay. Any other person from the Board – Commissioner Hansen.

COMMISSIONER HANSEN: I just want to comment that I love that Councilor Romero-Wirth and Mr. Harwood are both sitting on the river [virtual backdrops] and I hope you're not too close to one another. I appreciate that and seeing the different elevations.

MR. HARWOOD: I just want to thank Bernie for providing these wonderful images. Thank you, Bernie.

CHAIR VIGIL COPPLER: Any other comments from the Board? I have one. I was remiss at the time of our minutes and I want this to go in this portion of the meeting. I should have read this at the time of the minutes: I will state for the record and our minutes that the only matter discussed during the executive session of our last Board meeting of October 1, 2020 was the matter stated in the motion to go into executive session and no action was taken.

JAMIE-RAE DIAZ (Administrative Assistant): Madam Chair, Joni Arends' number is in the attendees, if you want to let her provide her public comment. If you wanted to go back to that?

CHAIR VIGIL COPPLER: I think we should allow it because I said we would get back to her.

**6. MATTERS FROM THE PUBLIC [Cont. Page 2]**

CHAIR VIGIL COPPLER: Ms. Arends, we can give you two minutes.

JONI ARENDS: Yes, thank you, Madam Chair. I submitted an email about the update on the BDD Board LANL MOU and I think that you all have it. I want to make sure that in the negotiations as they go forward that the responsibility doesn't fall on BDD staff and consultants to obtain information from LANL. CCNS has problems using the electronic public reading room over the last six months. It's some kind of problem where we're getting a screen shot that says that if we click on the link that is provided it can be used as a form of tracking or it can also be a scam. So this is just an example of what the public is dealing with. I think it would be stronger for DOE to have to submit the documents directly to Board staff and consultants.

And I just want to add one more comment that over the years I have seen letters with cc's to almost a whole page of people so it's not going to be a big thing for LANL to include BDD staff and consultants on these letters.

That's my main comment and I appreciate the opportunity. Thank you for accommodating me.

CHAIR VIGIL COPPLER: Thank you for commenting. We appreciate you being here.

[A discussion ensued regarding the link for the Executive Session.]

**9. NEXT MEETING: Thursday, December 3, 2020 at 4:00 p.m.**

**10. ADJOURN**

**11. EXECUTIVE SESSION**

**In accordance with the New Mexico Open Meetings Act NMSA 1978, §10-15-1(H)(7), discussion regarding pending litigation in which the BDDB is a participant, including, without limitation: *Buckman Direct Diversion Board v. CDM Smith, et al.*, First Judicial District Case No. D-101-CV-2018-01610**

COMMISSIONER HANSEN: I will make the motion that we adjourn and go into executive session in accordance with the New Mexico Open Meetings Act NMSA 1978, to discuss regarding pending litigation in which the BDDB is a participant, including, without limitation and everything else that is written on our agenda, if that's adequate, Ms. Long.

NANCY LONG (BDD Counsel): Yes, Madam Chair, the caption that is on the agenda.

CHAIR VIGIL COPPLER: Do I have a second.

BOARD MEMBER HELMS: Second.

**The motion to adjourn and go into executive session passed by unanimous [5-0] roll call vote as follows:**

Councilor Vigil Coppler	Aye
Commissioner Hamilton	Aye
Commissioner Hansen	Aye

Councilor Romero-Wirth  
Mr. J.C. Helms

Aye  
Aye

[The Board adjourned and met in executive session at 5:05 p.m.]

**ADJOURNMENT**

Chair Vigil Coppler declared this meeting adjourned at approximately 5:05 p.m.

Approved by:

\_\_\_\_\_  
JoAnne Vigil Coppler, Board Chair

Respectfully submitted:

Karen Farrell, Wordswork

**ATTEST TO**

\_\_\_\_\_  
YOLANDA Y. VIGIL  
SANTA FE CITY CLERK

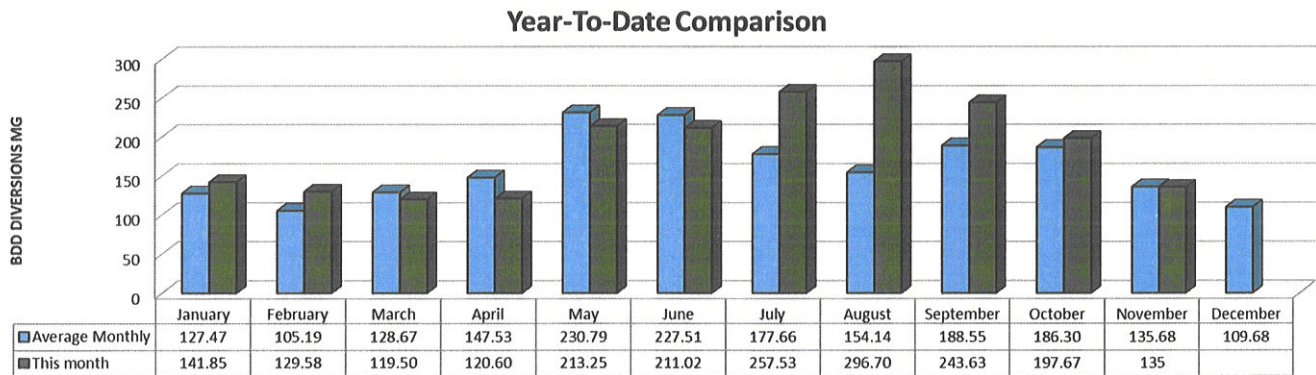




**Date:** December 3, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Randy Sugrue, BDD Operations Superintendent  
**Subject:** Update on BDD Operations for the Month of November 2020

**ITEM:**

1. This memorandum is to update the Buckman Direct Diversion Board (BDDDB) on BDD operations during the month of November 2020. The BDD diversions and deliveries have averaged, in Million Gallons Per Day (MGD) as follows:
  - a. Raw water diversions: 3.96 MGD.
  - b. Drinking water deliveries through Booster Station 4A/5A: 3.67 MGD.
  - c. Raw water delivery to Las Campanas at BS2A: 0.00 MGD.
  - d. Onsite treated and non-treated water storage: 0.29 MGD Average.
2. The BDD is providing approximately 57% percent of the water supply to the City and County for the month.
3. Regional Demand/Drought Summary-see page 2.
4. The BDD year-to-date diversions are depicted below:

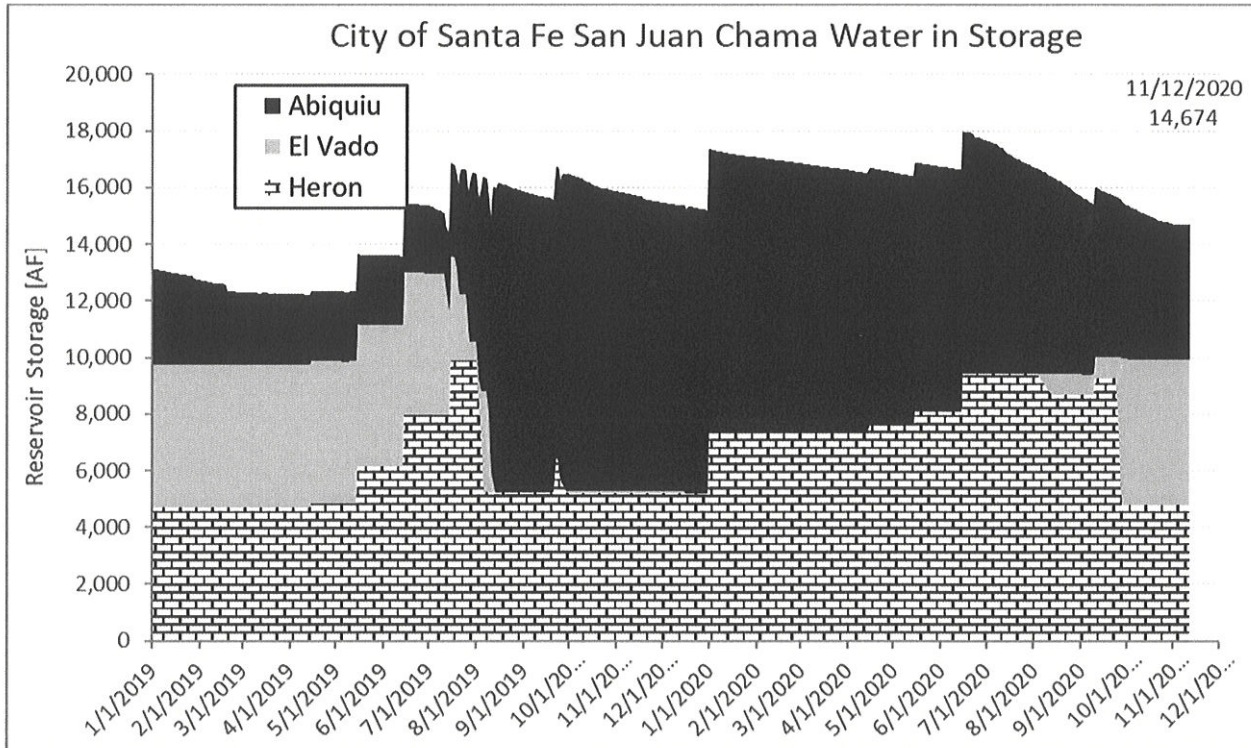




## Regional Water Overview

Daily metered regional water demand for the month of November 2020 is approximately 6.4 MGD.

Rio Grande flows for November 2020 averaged approximately 380 CFS (cubic feet per second.)



## ENSO Summary

November 9, 2020

**La Niña conditions are present.\*Equatorial sea surface temperatures (SSTs) are below average from the west-central to eastern Pacific Ocean.The tropical atmospheric circulation is consistent with La Niña.La Niña is likely to continue through the Northern Hemisphere winter 2020-21 (~85% chance) and into spring 2021 (~60% chance during February-April).**



## Buckman Direct Diversion Monthly SJC and Native Diversions

Oct-20		In Acre-Feet					
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	438.797	134.433	0.000	304.364	298.249	6.115	2.759
FEB	385.360	207.046	0.000	178.314	178.314	0.000	1.679
MAR	364.592	192.426	0.000	172.165	172.165	0.000	1.621
APR	362.944	178.481	0.000	184.463	125.850	58.613	1.737
MAY	635.468	523.991	0.000	111.477	109.015	2.463	0.889
JUN	650.009	522.607	0.000	127.402	3.256	124.146	1.017
JUL	784.520	0.000	0.000	784.520	780.957	3.564	3.663
AUG	874.354	0.000	0.000	874.354	854.602	19.752	4.214
SEP	762.357	0.000	0.000	762.357	682.372	79.985	3.556
OCT	661.430	0.000	0.000	661.430	605.280	56.150	4.307
NOV	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<b>TOTAL</b>	<b>5,919.830</b>	<b>1,758.984</b>	<b>0.000</b>	<b>4,160.846</b>	<b>3,810.059</b>	<b>350.787</b>	<b>25.442</b>

### In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	43.789	0.000	98.103	96.304	1.975	141.892
FEB	67.442	0.000	57.454	57.454	0.000	124.896
MAR	62.680	0.000	55.473	55.473	0.000	118.152
APR	58.137	0.000	59.435	40.622	18.919	117.572
MAY	170.681	0.000	35.812	33.143	0.749	206.493
JUN	170.230	0.000	40.927	1.046	39.881	211.158
JUL	0.000	0.000	252.754	252.056	1.148	252.754
AUG	0.000	0.000	281.681	275.811	6.375	281.681
SEP	0.000	0.000	245.686	219.863	25.823	245.686
OCT	0.000	0.000	215.450	197.160	18.290	215.450
NOV	0.000	0.000	0.000	0.000	0.000	0.000
DEC	0.000	0.000	0.000	0.000	0.000	0.000
<b>TOTAL</b>	<b>572.959</b>	<b>0.000</b>	<b>1,342.775</b>	<b>1,228.931</b>	<b>113.159</b>	<b>1,915.734</b>



Dec-19							
In Acre-Feet							
Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	327.677	56.671	0.000	271.007	271.007	0.000	2.483
FEB	278.357	71.266	0.000	207.090	207.090	0.000	1.908
MAR	134.335	88.610	0.000	45.725	45.725	0.000	3.498
APR	126.924	114.750	0.000	12.175	12.175	0.000	0.110
MAY	550.285	550.285	0.000	0.000	0.000	0.000	0.000
JUN	546.222	546.222	0.000	0.000	0.000	0.000	0.000
JUL	649.014	23.285	0.000	625.729	519.383	106.345	2.907
AUG	422.340	17.075	0.000	405.265	318.606	86.659	1.912
SEP	518.606	169.956	0.000	348.650	261.901	86.749	1.564
OCT	531.254	15.373	0.000	515.881	477.452	38.429	4.676
NOV	325.023	42.180	0.000	282.843	280.865	1.978	2.936
DEC	334.880	48.808	0.000	286.071	286.071	0.000	2.893
<b>TOTAL</b>	<b>4,744.916</b>	<b>1,744.482</b>	<b>0.000</b>	<b>3,000.434</b>	<b>2,680.275</b>	<b>320.160</b>	<b>24.886</b>

### In Million Gallons

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	18.460	0.000	87.342	87.342	0.000	105.802
FEB	23.214	0.000	66.739	66.739	0.000	89.953
MAR	28.863	0.000	13.735	13.735	0.000	42.598
APR	37.378	0.000	3.924	3.924	0.000	41.302
MAY	179.246	0.000	0.000	0.000	0.000	179.246
JUN	177.923	0.000	0.000	0.000	0.000	177.923
JUL	7.585	0.000	201.598	167.635	34.262	209.183
AUG	5.562	0.000	130.586	102.846	27.974	136.148
SEP	55.360	0.000	112.401	84.384	28.017	167.762
OCT	5.008	0.000	166.279	154.168	12.409	171.287
NOV	13.739	0.000	91.045	90.407	0.638	104.785
DEC	15.899	0.000	92.109	92.109	0.000	108.008
<b>TOTAL</b>	<b>568.235</b>	<b>0.000</b>	<b>965.760</b>	<b>863.292</b>	<b>103.299</b>	<b>1,533.995</b>



## Buckman Direct Diversion Monthly SJC and Native Diversions

Dec-18

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	383.578	77.954	0.000	305.624	305.624	0.000	2.708
FEB	343.467	75.227	0.000	268.240	268.240	0.000	2.415
MAR	363.780	267.512	0.000	96.268	96.268	0.000	4.036
APR	662.407	569.253	0.000	93.154	93.154	0.000	3.898
MAY	941.240	209.538	0.000	731.702	615.366	116.336	8.171
JUN	912.903	30.894	0.000	882.009	740.070	141.939	8.707
JUL	905.897	0.000	0.000	905.897	816.188	89.709	4.255
AUG	678.383	1.466	0.000	676.917	676.917	0.000	6.087
SEP	694.411	0.000	0.000	694.411	694.411	0.000	6.404
OCT	608.789	0.000	0.000	608.789	599.228	9.560	5.805
NOV	404.616	82.390	0.000	322.226	316.641	5.585	3.196
DEC	369.186	2.966	0.000	366.220	366.220	0.000	3.392
<b>TOTAL</b>	<b>7,268.656</b>	<b>1,317.200</b>	<b>0.000</b>	<b>5,951.456</b>	<b>5,588.327</b>	<b>363.129</b>	<b>59.073</b>

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	77.954	0.000	302.916	302.916	0.000	380.870
FEB	75.227	0.000	265.825	265.825	0.000	341.052
MAR	267.512	0.000	92.231	92.231	0.000	359.744
APR	569.253	0.000	89.256	89.256	0.000	658.509
MAY	209.538	0.000	723.531	608.494	115.037	933.069
JUN	30.894	0.000	873.302	732.764	140.538	904.196
JUL	0.000	0.000	900.737	811.539	89.198	900.737
AUG	1.466	0.000	670.830	670.830	0.000	672.295
SEP	0.000	0.000	688.007	688.007	0.000	688.007
OCT	0.000	0.000	602.984	593.515	9.469	602.984
NOV	82.390	0.000	319.030	313.500	5.530	401.420
DEC	2.966	0.000	362.829	362.829	0.000	365.794
<b>TOTAL</b>	<b>1,317.200</b>	<b>0.000</b>	<b>5,891.477</b>	<b>5,531.706</b>	<b>359.772</b>	<b>7,208.677</b>



Dec-17

In Acre-Feet

Month	Total SJC + Native Rights	SP-4842 RG Native COUNTY	SD-03418 RG Native LAS CAMPANAS	SJC Call Total	SP-2847-E SJC Call CITY	SP-2847-N-A SJC Call LAS CAMPANAS	All Partners Conveyance Losses
JAN	395.248	84.736	0.000	310.512	310.512	0.000	2.717
FEB	383.179	26.107	3.426	353.646	353.646	0.000	3.087
MAR	547.849	17.804	11.643	518.402	518.402	0.000	4.564
APR	592.385	381.170	0.000	211.216	211.216	0.000	1.821
MAY	488.240	478.925	0.000	9.315	9.315	0.000	0.072
JUN	616.871	12.970	0.000	603.900	477.780	126.121	5.517
JUL	626.113	23.719	0.000	602.394	484.406	117.988	5.429
AUG	557.303	17.073	0.000	540.230	540.230	0.000	4.871
SEP	637.339	230.584	0.000	406.755	395.200	11.555	3.873
OCT	444.333	127.611	0.000	316.723	316.723	0.000	2.938
NOV	356.536	107.143	0.000	249.394	203.128	46.266	1.658
DEC	360.218	73.071	0.000	287.147	287.147	0.000	2.321
<b>TOTAL</b>	<b>6,005.614</b>	<b>1,580.910</b>	<b>15.069</b>	<b>4,409.635</b>	<b>4,107.705</b>	<b>301.930</b>	<b>38.868</b>

In Acre-Feet

Month	Native COUNTY	Native Las Campanas	SJC TOTAL	SJC CITY	SJC Las Campanas	All Partners Diversions
JAN	84.736	0.000	307.795	307.795	0.000	392.531
FEB	26.107	3.426	350.559	350.559	0.000	380.091
MAR	17.804	11.643	513.838	513.838	0.000	543.285
APR	381.170	0.000	209.395	209.395	0.000	590.565
MAY	478.925	0.000	9.243	9.243	0.000	488.168
JUN	12.970	0.000	598.383	473.415	124.969	611.354
JUL	23.719	0.000	596.965	480.040	116.925	620.684
AUG	17.073	0.000	535.359	535.359	0.000	552.431
SEP	230.584	0.000	402.883	391.437	11.445	633.466
OCT	127.611	0.000	313.785	313.785	0.000	441.396
NOV	107.143	0.000	247.736	201.777	45.958	354.878
DEC	73.071	0.000	284.826	284.826	0.000	357.898
<b>TOTAL</b>	<b>1,580.910</b>	<b>15.069</b>	<b>4,370.767</b>	<b>4,071.470</b>	<b>299.297</b>	<b>5,966.747</b>



# Memorandum



Buckman Direct Diversion

**Date:** December 3, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Mackie Romero, BDD Financial Manager *MR*  
**Subject:** 1<sup>st</sup> Quarter Financial Statements

## Information Item:

This report is to update the BDD Board and its partners on the 1<sup>st</sup> Quarter financial position as of September 30, 2020.

**Budget Overview** – A financial plan that quantifies our current and future operations.

- Beginning Budget – FY20/21 Adopted Budget includes any budget adjustments.
- Expended – Expenditures for services and/or goods received as of 09/30/2020.
- Encumbrances – Executed purchase orders for goods and services.
- Projected – Projected salary and benefits as currently staffed, pending requisitions and or contracts to be executed within the fiscal year.
- Available Balance – Represents vacancy savings and uncommitted budget balance.
- Percentage – Represents percentage of projected expended budget balance.

**90 Day Cash Reserve Credit** – Represents the partners cash reserve credit, which is used to fund current and future obligations as per the BDD Working Capital and Billing Policy.

**Fixed & Variable Costs** – Expenses to be billed to our partners for services and/or goods received as of September 30, 2020.

**Other Funds** - Major Repair & Replacement and Emergency Reserve Fund monthly contributions, cash balances and budget overview of funds authorized by the BDDDB for expenditure.

BDD will continue to provide quarterly updates with financial information to provide the highest level of transparency to our partners and the BDD Board.

If you require any additional information to be included in this report, please contact me.



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506





## 1<sup>st</sup> Quarter Financial Statement – Operations (07/01/2020-09/30/2020)

### Budget Overview

CATEGORY	BEGINNING	EXPENDED	ENCUMB	PROJECTED	TOTAL	BALANCE	EXP
	BUDGET	1st Quarter	Thru 9/30/2020	Thru 6/30/2021		AVAILABLE	BDGT %
Employee Salaries & Benefits	2,250,596	469,046	-	1,713,662	2,182,708	67,888	97%
Electricity	1,167,463	228,687	-	907,467	1,136,154	31,309	97%
Chemicals	1,000,000	469,752	530,248	-	1,000,000	-	100%
Solids	336,000	137,480	198,520	-	336,000	-	100%
Materials & Supplies	63,219	17,921	-	45,298	63,219	-	100%
Other Operating Costs	563,150	110,207	334,967	-	445,174	117,976	79%
Litigation Costs	1,264,928	286,605	531,623	378,407	1,196,635	68,293	95%
Fiscal Agent Fees	2,000,000	499,979	1,500,021	-	2,000,000	-	100%
<b>TOTAL</b>	<b>332,359</b>	<b>-</b>	<b>-</b>	<b>332,359</b>	<b>332,359</b>	<b>-</b>	<b>100%</b>
<b>TOTAL</b>	<b>8,977,715</b>	<b>2,219,677</b>	<b>3,095,379</b>	<b>3,377,193</b>	<b>8,692,249</b>	<b>285,466</b>	<b>97%</b>
DOE Federal Grant	96,000	-	96,000	-	96,000	-	100%

Total Expenses thru 9/30/2020 2,219,677

### 90-Day Cash Reserve Credit

	Balance
City of Santa Fe	1,508,130
Santa Fe County	504,535
LC - Club	76,955
LC - Coop	18,035
<b>Total</b>	<b>2,107,655</b>

### Fixed & Variable Cost – Operations

July - September	Total	Fixed	Variable (Projected)	Project Wide (Projected)
Partner Revenue	-	-	-	-
July - September Expenses - Unbilled	2,183,078			
Other Revenue				
PNM Solar Rebate	36,599			
DOE Federal Grant	-			
<b>Total</b>	<b>36,599</b>			
<b>Grand Total</b>	<b>\$ 2,219,677</b>			





1<sup>st</sup> Quarter Financial Statement – Other Funds  
(07/01/2020-09/30/2020)

Pre-Bills – Major Repair & Replacement Fund (Yearly Contribution)

	Total	City of SF	SF County	Las Campanas Coop	Las Campanas Club
Major Repair Fund	626,706	445,545	156,494	13,898	10,769
	<b>626,706</b>	<b>445,545</b>	<b>156,494</b>	<b>13,898</b>	<b>10,769</b>

Financial Position - Cash

	*Emergency Reserve	Major Repair
Balance at 06/30/2020	2,063,495	2,002,791
20/21 Yearly Contributions - Billed	-	626,706
<b>Total</b>	<b>2,063,495</b>	<b>2,629,497</b>
Less Beginning Budget		492,651
<b>Projected Cash Balance</b>		<b>2,136,846</b>

\* Emergency Reserve Fund has reached the funding target, per the established policy.

Budget Overview – Major Repair and Replacement Fund

CATEGORY	FY20/21	EXPENDED	ENCUMB	BALANCE
	BUDGET	1st Quarter	Thru 9/30/2020	AVAILABLE
Equipment & Machinery	199,456	-	199,456	-
System Equipment	293,195	-	293,195	-
<b>TOTAL</b>	<b>492,651</b>	<b>-</b>	<b>492,651</b>	<b>-</b>





# Memorandum



## Buckman Direct Diversion

**Date:** December 3, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Mackie M. Romero, BDD Financial Manager *MR*  
**Subject:** Payment to the Bureau of Land Management

### **ITEM AND ISSUE:**

Request approval of annual payment to the Bureau of Land Management in the amount of \$68,407.01 for BDDDB Right-of-Way rental fees.

### **BACKGROUND AND SUMMARY:**

The Buckman Direct Diversion Board currently has several right-of-way (ROW) grant agreements with the Bureau of Land Management. These agreement include an annual lease payment as follows:

NMNM 107524 Payment period (01/01/2021-12/31/2021) Buckman Water Treatment Plant & Solar Site (22.60 acres)	Annual fee \$63,000.00
NMNM 103816 03 Payment period (01/01/2021-12/31/2021) Booster Station 2A Solar Site (4.80 acres) (Includes Photovoltaic capacity fee)	Annual fee \$5,000.00 (Estimated)
NMNM 120617 Payment period (01/01/2021-12/31/2021) Fiber optic line (12.30 acres)	Annual fee: \$407.01

The rental fees for these agreements were included in the FY20/21 BDD operating budget and will continue to be part of the annual budget request.

### **ACTION REQUESTED:**

Staff recommends approval of payment to the Bureau of Land Management in the amount of \$68,407.01 for payment period 01/01/2021-12/31/2021.

Approved by BDDDB December 3, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER NMNM 107524

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:
  - a. By this instrument, the holder:

Buckman Direct Diversion Board  
PO Box 909  
Santa Fe, NM 87504

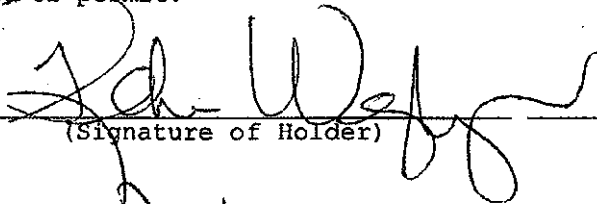
receives a right to construct, operate, maintain, and terminate a(n) water treatment plant located in:

T. 17 N., R. 8 E., NMPM  
Sec. 22: within NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>.
  - b. The right-of-way or permit area granted herein is N/A feet wide by N/A feet long, and contains N/A acres, more or less. If a site type facility, the facility contains 22.6 acres.
  - c. This instrument shall terminate on December 31, 2037, 30 years from its effective date unless; prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
  - d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
  - e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.
3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.
4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4) (d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, dated 8/19/2008 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant ~~or permit~~.



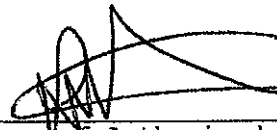
(Signature of Holder)

Bond Chair

(Title)

6/5/08

(Date)



(Signature of Authorized Officer)

Project Manager

(Title)

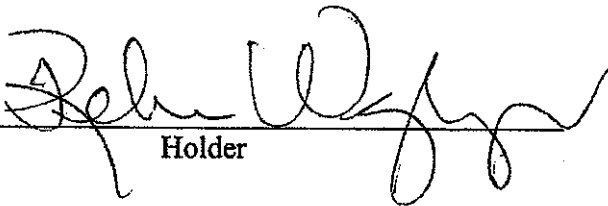
8/22/08

(Effective Date of Grant)

EXHIBIT A  
SPECIAL STIPULATIONS  
NM-107524

1. No construction activities are permitted until the Buckman Direct Diversion Plan of Development has been reviewed and approved and the holder has been issued a Notice to Proceed. Holder will follow the Buckman Direct Diversion Plan of Development in completing their project.
2. Additional stipulations will be issued with Notice to Proceed.

The authorized officer for this project is Francina Martinez, Realty Specialist.

  
Holder

  
Date

CITY OF SANTA FE:

David Coss  
DAVID COSS, MAYOR

DATE: 8/19/08

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Frank D. Katz  
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

David N. Millican  
KATHRYN RAVELING, FINANCE DIRECTOR  
David N. Millican

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER MNM 103816

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Buckman Direct Diversion Board  
PO Box 909  
Santa Fe, NM 87504

receives a right to construct, operate, maintain, and terminate a(n) raw water pipeline located in:

- T. 17 N., R. 8 E., NMPM
  - Sec. 4: within NW $\frac{1}{4}$  and E $\frac{1}{2}$ ;
  - Sec. 9: within E $\frac{1}{2}$ ;
  - Sec. 15: within NW $\frac{1}{4}$  and S $\frac{1}{2}$ ;
  - Sec. 16: within NE $\frac{1}{4}$ ;
  - Sec. 22: within NW $\frac{1}{4}$ .
- T. 18 N., R. 7 E., NMPM
  - Sec. 1: within NE $\frac{1}{4}$ .
- T. 18 N., R. 8 E., NMPM
  - Sec. 6: within W $\frac{1}{2}$ ;
  - Sec. 7: within NW $\frac{1}{4}$  and E $\frac{1}{2}$ ;
  - Sec. 17: within W $\frac{1}{2}$ ;
  - Sec. 18: within NE $\frac{1}{4}$ ;
  - Sec. 20: within NW $\frac{1}{4}$  and E $\frac{1}{2}$ ;
  - Sec. 28: within SW $\frac{1}{4}$ ;
  - Sec. 29: within E $\frac{1}{2}$ ;
  - Sec. 33: within W $\frac{1}{2}$ .

And Water Treatment Plant access road and potable water line located in:

- T. 17 N., R. 8 E., NMPM
  - Sec. 22: within NE $\frac{1}{4}$ NE $\frac{1}{4}$ .

And a potable water line located in:

- T. 17 N., R. 8 E., NMPM
  - Sec. 3: within E $\frac{1}{2}$ ;
  - Sec. 22: within NE $\frac{1}{4}$ ;
  - Sec. 35: within S $\frac{1}{2}$ .

And booster station 2A located in:

- T. 18 N., R. 8 E., NMPM
  - Sec. 20: N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ .

b. The right-of-way or permit area granted herein is 20 feet wide by 63,902.0 feet long, and contains 29.34 acres for pipelines, 32 feet wide by 2,100 feet long, and contains 1.54 acres for WTP access road, more or less. If a site type facility, the facility contains 1.13 acres for booster station 2A.

c. This instrument shall terminate on December 31, 2037

30 years from its effective date unless; prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4) (d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, dated 8/19/83 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

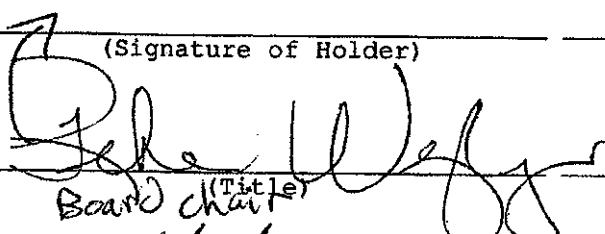
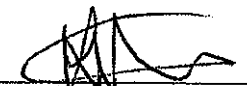
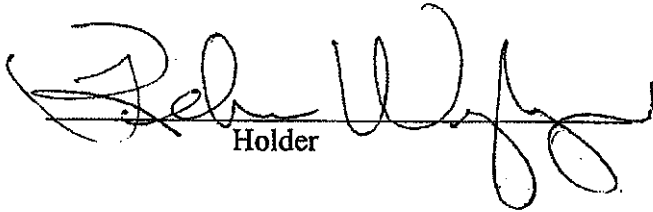
 (Signature of Holder)	 (Signature of Authorized Officer)
John W. [unclear] Board Chair (Title)	Project Manager (Title)
6/5/08 (Date)	8/22/08 (Effective Date of Grant)

EXHIBIT A  
SPECIAL STIPULATIONS  
NM-103816

1. No construction activities are permitted until the Buckman Direct Diversion Plan of Development has been reviewed and approved and the holder has been issued a Notice to Proceed. Holder will follow the Buckman Direct Diversion Plan of Development in completing their project.
2. Additional stipulations will be issued with Notice to Proceed.

The authorized officer for this project is Francina Martinez, Realty Specialist.

  
Holder

  
Date

CITY OF SANTA FE:

ATTEST:

David Coss  
DAVID COSS, MAYOR

DATE: 8/19/08

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
DM

APPROVED AS TO FORM:

Frank D. Katz  
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

Kathryn Raveling  
KATHRYN RAVELING, FINANCE DIRECTOR  
David N. Millican,

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER NMNM 10381601

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:
  - a. By this instrument, the holder:
 

Buckman Direct Diversion Board  
PO Box 909  
Santa Fe, NM 87504

receives a right to construct, operate, maintain, and terminate a(n) temporary use area for the raw water pipeline located in:

<p>T. 17 N., R. 8 E., NMPM                Sec. 4: within NW<math>\frac{1}{4}</math> and E<math>\frac{1}{2}</math>;                Sec. 9: within E<math>\frac{1}{2}</math>;                Sec. 15: within NW<math>\frac{1}{4}</math> and S<math>\frac{1}{2}</math>;                Sec. 16: within NE<math>\frac{1}{4}</math>;                Sec. 22: within NW<math>\frac{1}{4}</math>.</p> <p>T. 18 N., R. 7 E., NMPM                Sec. 1: within NE<math>\frac{1}{4}</math>.</p> <p>T. 18 N., R. 8 E., NMPM                Sec. 6: within W<math>\frac{1}{2}</math>;                Sec. 7: within NW<math>\frac{1}{4}</math> and E<math>\frac{1}{2}</math>;                Sec. 17: within W<math>\frac{1}{2}</math>;                Sec. 18: within NE<math>\frac{1}{4}</math>;                Sec. 20: within NW<math>\frac{1}{4}</math> and E<math>\frac{1}{2}</math>;                Sec. 28: within SW<math>\frac{1}{4}</math>;                Sec. 29: within E<math>\frac{1}{2}</math>;                Sec. 33: within W<math>\frac{1}{2}</math>.</p>	<p>And Water Treatment Plant and access road temporary use area located in:                T. 17 N., R. 8 E., NMPM                Sec. 22: within NE<math>\frac{1}{4}</math>NE<math>\frac{1}{4}</math>.</p> <p>And 26 contractor's storage areas as shown on project plat of survey.</p>
--	--

And temporary use areas for the potable water line located in:

T. 17 N., R. 8 E., NMPM  
 Sec. 3: within E $\frac{1}{2}$ ;  
 Sec. 22: within NE $\frac{1}{4}$ ;  
 Sec. 35: within S $\frac{1}{2}$ .

And a temporary use areas for booster station 2A located in:

T. 18 N., R. 8 E., NMPM  
 Sec. 20: N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ .
  - b. The right-of-way or permit area granted herein is 20 feet wide by 66,002.0 feet long for pipelines and WTP access road, and contains 30.30 acres, more or less. If a site type facility, the facility booster station 2A contains 0.55 acres and contractor's storage areas contains 5.24 acres.
  - c. This instrument shall terminate on \_\_\_\_\_.

3 years from its effective date unless; prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

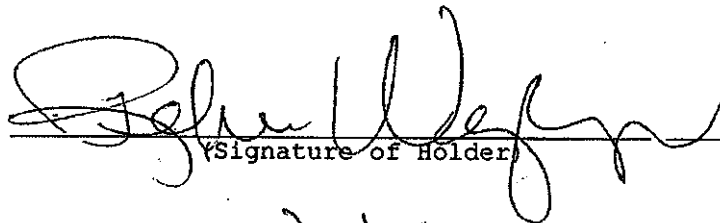
3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

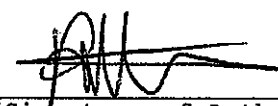
4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4) (d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, dated 8/19/08 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.



(Signature of Holder)



(Signature of Authorized Officer)

Board Chair

(Title)

Project Manager

(Title)

6/5/08

(Date)

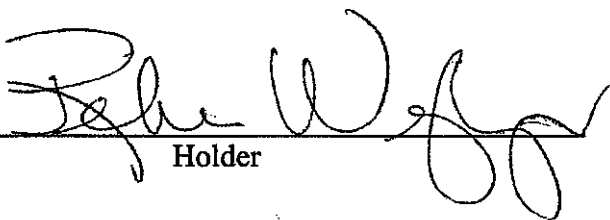
8/22/08

(Effective Date of Grant)

EXHIBIT A  
SPECIAL STIPULATIONS  
NM-10381601

1. No construction activities are permitted until the Buckman Direct Diversion Plan of Development has been reviewed and approved and the holder has been issued a Notice to Proceed. Holder will follow the Buckman Direct Diversion Plan of Development in completing their project.
2. Additional stipulations will be issued with Notice to Proceed.

The authorized officer for this project is Francina Martinez, Realty Specialist.

  
Holder

  
Date

CITY OF SANTA FE:

David Coss  
DAVID COSS, MAYOR

DATE: 8/19/08

ATTEST:

Yolanda Y. Migil  
YOLANDA Y. MIGIL, CITY CLERK

APPROVED AS TO FORM:

Frank D. Katz  
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

Kathryn Raveling  
KATHRYN RAVELING, FINANCE DIRECTOR  
David W. Millican

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY GRANT

SERIAL NUMBER NMNM 120617

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Buckman Direct Diversion Board  
P.O. Box 909  
Santa Fe, NM 87504

Receives a right to construct, operate, maintain, and terminate a Fiber Optics Line on public lands in Santa Fe County and described as follows:

New Mexico Principal Meridian, New Mexico

T. 18 N., R. 7 E.,

sec. 1, lots 1 and 2, SW1/4NE1/4NE1/4, and SE1/4NE1/4.

T. 17 N., R. 8 E.,

sec. 4, lots 3 thru 6, and SW1/4SW1/4NE1/4;

sec. 9, lots 1 thru 4;

sec. 15, lots 1 and 2, and SW1/4SW1/4;

sec. 22, SW1/4SW1/4NE1/4, SW1/4NE1/4NW1/4, E1/2NW1/4NW1/4,

N1/2SE1/4NW1/4, and SE1/4SE1/4NW1/4.

T. 18 N., R. 8 E.,

sec. 6, lots 5 and 6, SW1/4NE1/4SW1/4, and SE1/4SW1/4;

sec. 7, lots 4 and 5, W1/2SW1/4NE1/4, NE1/4NW1/4, and E1/2SE1/4NW1/4;

sec. 17, lot 1, SW1/4NW1/4NW1/4, SW1/4NW1/4, SW1/4NE1/4SW1/4, and

E1/2SE1/4SW1/4;

sec. 18, lot 1;

sec. 20, lots 1 thru 4, and E1/2SW1/4NE1/4;

sec. 28, lot 1 and SW1/4NW1/4SW1/4;

sec. 29, lots 1 thru 3;

sec. 33, lots 1 thru 5.

As shown on the attached map (Exhibit A).

b. The right-of-way or permit area granted herein is 10 feet wide 53,281 feet long, and contains 12.23 acres.

c. This instrument shall terminate December 31, 2047, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest. The renewal application, in accordance with Federal regulations found at 43 CFR 2807.22(a), must be submitted at least 120 calendar days before your grant expires.
- e. Notwithstanding the expiration of this instrument, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

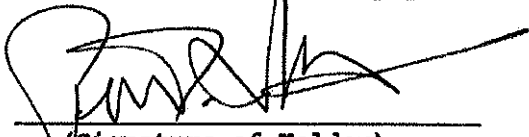
3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.
- c. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.



(Signature of Holder)

BDD Board Chair

(Title)

9/16/18

(Date)



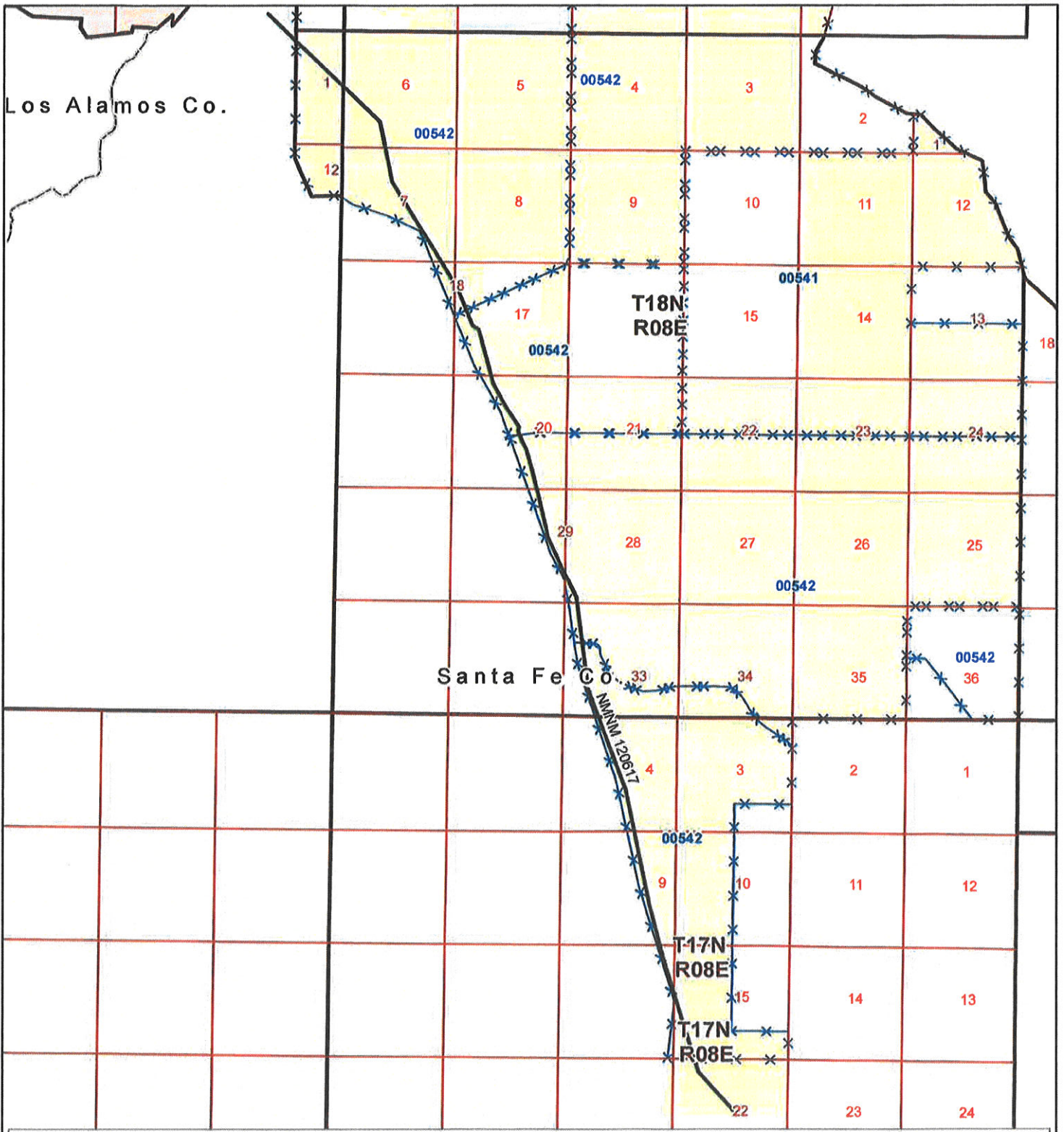
(Signature of Authorized Officer)

Field Manager, Adisy

(Title)

10/22/18

(Effective Date of Grant)



**NMNM 120617**  
**EXHIBIT A**



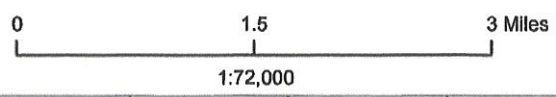
**Right-of-Way Type**

- ROW - lines
- Sections
- Counties
- Grazing Pasture Polygons
- Townships

**Surface Ownership**

- BLM
- Forest Service
- Tribal
- Private
- State

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data, or for purposes not intended by BLM. Spatial information may not meet National Map Accuracy Standards. This information may be updated without notification.





# Memorandum



Buckman Direct Diversion

**Date:** December 03, 2020  
**To:** Buckman Direct Diversion Board  
**From:** Monique Maes, Contracts Administrator  
**Thru:** Mackie Romero, BDD Financial Manager *MR*  
**Subject:** Glorieta Geoscience, Inc. -Amendment No. 2

## ITEM:

Request for approval of Amendment No. 2 to the Professional Services Agreement with Glorieta Geoscience, Inc. in the amount of \$50,000 exclusive of New Mexico Gross Receipts Tax.

## BACKGROUND:

On March 7, 2019 the Buckman Direct Diversion Board award RFP '19/04/P to procure Technical Support Services from Glorieta Geoscience, Inc. Work performed under this agreement is authorized pursuant to approved task orders issued by the BDD Facilities Manager. Compensation under this agreement shall be an amount not exceed \$210,000.00 plus applicable gross receipts tax.

This amendment will increase compensation by \$50,000 exclusive of NMGRT. These funds will allow the contractor to continue its work on the following approved task orders.

- LANL MOU Support \$25,000
- Technical Support \$25,000

This request also includes a Budget Amendment Resolution (BAR) to increase the other consulting line item and partner reimbursements to support this amendment.

## ACTION REQUESTED:

Staff recommends approval of Amendment No. 2 to the Professional Services Agreement with Glorieta Geoscience Inc. and the Budget Amendment Resolution.

Org, Object and Project: 8000801.510340.BDD7530-Regulatory

MUNIS Contract # 3200380, Change Order 2

Approved by BDDDB December 3, 2020

Councilor JoAnne Vigil Coppler, BDDDB Chair



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506



**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH GLORIETA GEOSCIENCE, INC.  
#19-0302**

THIS AMENDMENT NO. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated March 7, 2019, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Glorieta Geoscience, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to perform professional technical oversight and support services on an as needed basis as assigned and directed by the BDD Facilities Manager.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

**1. COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Fifty Thousand Dollars (\$50,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Hundred and Ten Thousand Dollars (\$210,000.00), plus applicable gross receipts taxes, billed in accordance with the Hourly Rate Schedule attached hereto as Exhibit A.

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services performed.

2. **TERM AND EFFECTIVE DATE.**

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2021.

3. **AGREEMENT IN FULL FORCE.**

Except as specifically provided in this Amendment, the Agreement remains, and shall remain, in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Professional Services Agreement as of the dates set forth below.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]***

**BUCKMAN DIRECT DIVERSION BOARD**

By: \_\_\_\_\_  
JoAnne Vigil Coppler, BDDDB Chair

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

*Nancy R. Long*  
\_\_\_\_\_  
Nancy R. Long, BDDDB Counsel

**APPROVED**

\_\_\_\_\_  
Mary T. McCoy, City Finance Director

**ATTEST**

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk

File Date: \_\_\_\_\_

**CONTRACTOR:  
Glorieta Geoscience, Inc.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**New Mexico Tax & Revenue**

CRS # \_\_\_\_\_

**City of Santa Fe Business**

Registration # \_\_\_\_\_

## “Exhibit A”

### Hourly Rate Schedule

<b>Title</b>	<b>Rate</b>
Principal/Sr. Geohydrologist	\$250.00/hr
Principal/Sr. Geologist	\$200.00/hr
Senior Modeler/Geologist	\$150.00/hr
Sr. Env. Geologist	\$150.00/hr
Ecologist	\$125.00/hr
Project Geologist	\$115.00/hr
Staff Geologist/Env. Scientist	\$ 95.00/hr
Field Technician	\$67.00/hr
Administrative	\$45.00/hr

Log # {Finance use only}:	
Batch # {Finance use only}:	

## City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Buckman Direct Diversion					DATE 12/3/2020
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b><u>EXPENDITURES</u></b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Other Consulting	8000810	510340		54,219	
<b><u>REVENUES</u></b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
City of Santa Fe	8000801	491350		(40,843)	
Santa Fe County	8000801	491010		(13,376)	

**JUSTIFICATION:** *(use additional page if needed)*  
 --Attach supporting documentation/memo

To increase BDD operating budget and partner revenue accounts to support increase in  
 Technical Support Services.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
800	54,219
<b>TOTAL:</b>	<b>54,219</b>

Approved by BDDB 12/03/20

Mackie Romero <i>MR</i>	12/3/2020	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer _____ Date
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i> _____ Date
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i> _____ Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Daniels Insurance, Inc.-Santa Fe PO Box 4550  Santa Fe NM 87502-4550	<b>CONTACT NAME:</b> Steve Crawford	
	<b>PHONE (A/C, No, Ext):</b> (505) 982-4302	<b>FAX (A/C, No):</b> (505) 989-9186
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Admiral Insurance Company		24856
<b>INSURER B:</b> Cincinnati Indemnity Company		23280
<b>INSURER C:</b> Cincinnati Casualty Company		28665
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Glorieta Geoscience, Inc.  
 (505) 983-6482  
 P.O. Box 5727  
 Santa Fe NM 875025727

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 27202

REVISION NUMBER:

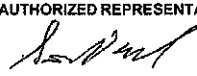
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		FBI-ECC-17407-06	09/03/2019	09/03/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		EBA 0286267/ECP02862	10/30/2019	10/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EWC0406995-04	10/30/2019	10/30/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution/Environmental L		FBI-ECC-17407-06	09/03/2019	09/03/2020	\$
A	Professional Liability		FBI-ECC-17407-06	09/03/2019	09/03/2020	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the insured, per policy conditions. Liability: Continental U.S.; Workers Compensation: New Mexico. Certificate holder and City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; with their respective elected officials, officers, employees, agents, volunteers and representatives are listed as additional insured, per form ECC319-0712, as respects to the General Liability, per written contract. Policy is Primary Non-Contributory. Workers Compensation Waiver of Subrogation in favor, per written contract, form #WC000313.

**CERTIFICATE HOLDER****CANCELLATION**

Buckman Direct Diversion Board  341 Caja del Rio Rd  Santa Fe NM 87506	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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# Buckman Direct Diversion Board

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



**Section to be completed by department**

1. Munis Contract # 3200380

Contractor: Glorieta Geoscience, Inc

Description: **To provide technical support services.**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 03/01/2019 Term End Date: 06/31/2021

Approved by BDDDB or  Approved by BDD Date: 3/07/2019  
Facilities Manager

**Contract / Lease:**

Amendment # NO. 2 to the Original Contract / Lease # 19-0302

Increase/(Decrease) Amount \$ \$50,000.00

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

Approved by BDDDB or  Approved by BDD Date: 12/3/2020  
Facilities Manager

**Amendment is for: To increase compensation exclusive of NMGRT**

**2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

**Contract 19-0302 in the amount of \$160,000.00 Termination Date: 6/30/20 to provide Technical Support Services.**

**Amendment 1: To extend term of contract. Termination Date: 6/30/2021 to extend terms of contract.**

**3. Procurement History: RFP '19/04/P Professional Services Agreement**

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

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

4. Funding Source: BDD Operating Budget Org / Object: 8000801.510340

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

Staff Contact who completed this form: Monique Maes Phone # 505-955-4508

Email: mmmaes@santafenm.gov

**To be recorded by City Clerk:**

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

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



### CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Glorieta Geoscience, Inc.

Procurement Title: Technical Support Services RFP '19/04/P

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting Buckman Direct Diversion Staff Name Monique Maes

**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 BDD Facilities Manager (under 60K)/Buckman Direct Diversion Board (over 60K)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to BDDDB
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Monique Maes BDD Contracts Administrator 12/04/2020  
Department Rep Printed Name (attesting that all information included) Title Date

\_\_\_\_\_  
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.

\*

ITEM # 19-0302

**BUCKMAN DIRECT DIVERSION BOARD  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
GLORIETA GEOSCIENCE, INC.**

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDB") and Glorieta Geoscience, Inc. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDB.

**1. SCOPE OF SERVICES**

Contractor shall provide services for the BDDB described as follows:

A. Participate with and act as Technical Team Leader for *ad hoc* technical groups (including but not limited to BDD, City, and County staff) to evaluate water quality data from the BDD Project treatment works and other sources, assess analytical data, regulatory framework, and disposal alternatives for treatment media.

B. Evaluate existing BDD Project data, staff conclusions, and recommendations to improve BDD decision making concerning environmental sampling, compliance, and study design.

C. Serve as Technical Team Leader for *ad hoc* technical groups (including but not limited to BDD, City and County staff) to develop data quality objectives, sampling and analysis plans and processes, quality assurance project plans, data verification and validation protocols, and develop data assessment tools as they relate to future water quality studies of BDD background, intake, treatment, and finished water.

D. Assist BDD, City, and County staff in public engagement and outreach strategies, information exchange and dissemination, and management of technical issues related to BDD.

E. Assist BDD, City, and County staff in developing and implementing a memorandum of understanding with Los Alamos National Laboratory concerning its interaction with, support of, and interest in the BDD Project.

F. Assist the BDD in assessing existing and new data for correlations with treatment works operations, and otherwise furthering the objections of the TREAT study as they currently exist or may evolve.

G. Perform other related tasks as assigned by BDD.

Work performed under this Agreement shall be authorized in writing by the Facilities Manager or designee pursuant to a Task Order. Each Task Order shall be prepared by Contractor and shall include a detailed description of the nature, extent and character of the work, as well as performance criteria, delivery schedules and a detailed estimate of the budget for the services to be performed in accordance with the rates set forth in Exhibit A. The Task Order must be approved by the Facilities Manager or designee.

## **2. STANDARD OF PERFORMANCE; LICENSES**

A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor's services are rendered.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

## **3. COMPENSATION**

A. Compensation under this Agreement shall not exceed One Hundred Sixty Thousand Dollars (\$160,000.00) plus applicable gross receipts tax, billed in accordance with the Hourly Rate Schedule attached hereto as Exhibit A.

(1) Fiscal Year 2018-2019, Sixty-Five Thousand Dollars (\$65,000.00)

(2) Fiscal Year 2019-2020, Ninety-Five Thousand Dollars (\$95,000.00)

B. Any unexpended budget in (1) above for Fiscal Year 2018-2019 shall roll over to Fiscal Year 2019-2020.

C. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

D. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

## **4. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the BDDB for the performance of this Agreement. If sufficient

appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the BDDB to Contractor. The BDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

**5. TERM AND EFFECTIVE DATE**

This Agreement shall be effective when signed by the BDDB and terminate June 30, 2020. This Agreement may be extended in one (1) year increments by amendment to this Agreement in accordance with Paragraph 18, AMENDMENT, herein and contingent upon satisfactory performance and funding availability. In no event, however, shall the term of this Agreement, including any and all extensions, exceed four (4) years.

**6. TERMINATION**

A. This Agreement may be terminated by the BDDB upon 30 days written notice to Contractor. In the event of such termination:

(1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the BDDB original copies of all work product, research or papers prepared under this Agreement.

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination. If full payment has been made, Contractor agrees to prorate for work accomplished and refund all amounts earned.

**7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor and its agents and employees are independent contractors performing professional services for the BDDB and are not employees of the BDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDB vehicles, or any other benefits afforded to employees of the BDDB as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

## **8. CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the BDDB.

## **9. CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

## **10. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the BDDB. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDB.

## **11. RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of

Services and other obligations of this Agreement. Contractor agrees not to purport to bind the BDDB to any obligation not assumed herein by the BDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **12. INSURANCE**

**A.** Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDB's request provided to the BDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDB; (ii) obtained BDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDB.

**B.** Further, Contractor shall not modify any policy or endorsement thereto which increases the BDDB's exposure to loss for the duration of this Agreement.

**C. Types of Insurance.** At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to the BDDB that reflects coverage for any automobile [any auto].

(3) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. Contractor shall ensure both that: (i) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (ii) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractors policy shall not contain exclusions for those activities.

(4) **Workers' Compensation.** For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law,

Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Each Employee
Bodily Injury by Disease	\$500,000	Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation.** Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." In the event Contractor's insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDB. The BDDB will accept insurance

provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

F. **Deductibles.** All deductibles or co-payments on any policy shall be the responsibility of Contractor.

G. **Specific Provisions Required.**

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the BDDB.

(a) Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the BDDB's exposure to loss.

(b) Before performing any Professional Services, Contractor shall provide the BDDB with all Certificates of Insurance accompanied with all endorsements.

(c) The BDDB reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDB. The BDDB will reimburse

Contractor for the cost of the additional premium for any coverage requested by the BDDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

(d) Contractor may obtain additional insurance not required by this Agreement.

### **13. INDEMNIFICATION**

**General Indemnification.** To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

**Indemnification for Professional Acts, Errors or Omissions.** Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

### **14. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDDB 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 no 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.

**15. THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the BDDB and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

**16. RECORDS, DOCUMENT CONTROL AND AUDIT**

A. Contractor shall conform with and participate in the Document Control policies of the BDDB or City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDB and City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDB or City of Santa Fe to recover excessive or illegal payments.

**17. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

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**18. AMENDMENT**

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

**19. SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**21. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

**22. NOTICES**

Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to Seller or Buyer at the following addresses:

**BDDDB:** Rick Carpenter  
Facilities Manager  
Buckman Direct Diversion  
341 Caja Del Rio Road  
Santa Fe, NM 87506  
Email: rrcarpenter@santafenm.gov

**With a copy to:** Nancy R. Long, Esq.  
BDDDB Independent Counsel  
Long, Komer & Associates, P.A.  
P. O. Box 5098  
Santa Fe, NM 87502-5098  
Email: nancy@longkomer.com

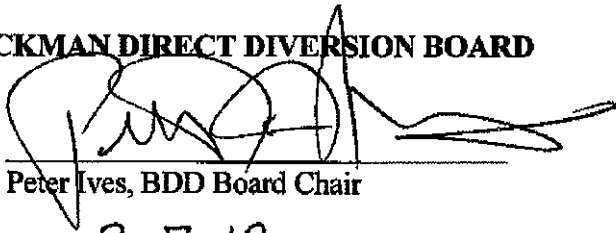
**CONTRACTOR:** Glorieta Geoscience, Inc.  
P.O. Box 5727  
Santa Fe, NM 87502  
Jay Lazarus  
Email: lazarus@glorietageo.com

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**BUCKMAN DIRECT DIVERSION BOARD**

By: \_\_\_\_\_




Peter Ives, BDD Board Chair

Date: 3-7-19

**CONTRACTOR:**

**Glorieta Geoscience, Inc.**

Signature: 

Printed Name: JAY LAZARUS

Title: President

Date: 17 Apr 19

**APPROVED AS TO FORM**

  
Nancy R. Long, BDDDB Counsel

NM Taxation & Revenue  
CRS #02-090021-000


City of Santa Fe Business  
Registration # 19-00027567

**APPROVED**

  
Mary T. McCoy, City Finance Director *me*

7280000.510340.753025  
Business Unit/Line Item

**ATTEST**

  
Yolanda Y. Vigil, City Clerk *aw*

File Date: 4-29-19

**“Exhibit A”**

**Hourly Rate Schedule**

<b>Title</b>	<b>Rate</b>
Principal/Sr. Geohydrologist	\$250.00/hr
Principal/Sr. Geologist	\$200.00/hr
Senior Modeler/Geologist	\$150.00/hr
Sr. Env. Geologist	\$150.00/hr
Ecologist	\$125.00/hr
Project Geologist	\$115.00/hr
Staff Geologist/Env. Scientist	\$ 95.00/hr
Field Technician	\$67.00/hr
Administrative	\$45.00/hr
Office Expenses	Cost x 8%
Subcontractors/other direct cost	Cost x 15%

**BUCKMAN DIRECT DIVERSION BOARD  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH GLORIETA GEOSCIENCE, INC.  
#19-0302**

THIS AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated March 7, 2019, (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Glorieta Geoscienc, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to perform professional technical oversight and support services on an as needed basis as assigned and directed by the BDD

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and Contractor agree as

compensation, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00), plus applicable gross receipts taxes, billed in accordance with the Hourly Rate Schedule attached hereto as Exhibit A.

- (1) Fiscal Year 2018-2019, Sixty-Five Thousand Dollars (\$65,000.00)
- (2) Fiscal Year 2019-2020, Ninety-Five Thousand Dollars (\$95,000.00)

B. Any unexpended budget in (2) above for Fiscal Year 2019-2020 shall roll over to Fiscal Year 2020-2021.

C. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services performed.

**2. TERM AND EFFECTIVE DATE.**

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2021.

**3. AGREEMENT IN FULL FORCE.**

Except as specifically provided in this Amendment, the Agreement remains, and shall remain, in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Professional Services Agreement as of the dates set forth below.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]***

**BUCKMAN DIRECT DIVERSION BOARD**

By: *JoAnne Vigil Coppler*  
JoAnne Vigil Coppler, BDDDB Chair

Date: June 15, 2020

**APPROVED AS TO FORM**


*Nancy R. Long*  
Nancy R. Long, BDDDB Counsel

**APPROVED**

*Mary McCoy*  
Mary T. McCoy, City Finance Director

**ATTEST**

*Yolanda Y. Vigil*  
Yolanda Y. Vigil, City Clerk

File Date: Aug 24, 2020 

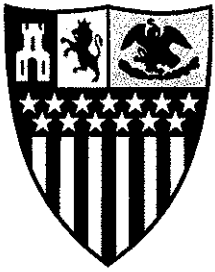
**CONTRACTOR:**  
Glorieta Geoscience, Inc.

Signature: *IRY LAZARUS*  
Printed Name: IRY LAZARUS  
Title: Pres/Sr. Geohydrologist  
Date: 17 June 2020

New Mexico Tax & Revenue  
CRS #02-090021-000

City of Santa Fe Business  
Registration #20-00027562





# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909  
www.santafenm.gov

*Alan Webber, Mayor*

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1  
Renee Villarreal, District 1  
Michael J. Garcia, District 2  
Carol Romero-Wirth, District 2  
Roman "Tiger" Abeyta, District 3  
Chris Rivera, District 3  
Jamie Cassutt-Sanchez, District 4  
JoAnne Vigil Coppler, District 4

## MEMO

**Date:** September 15, 2020

**To:** Buckman Direct Diversion Board of Directors

**From:** Jesse Roach, Director, City of Santa Fe Water *JR*

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### ITEM

Move vacant and unfunded Assistant Water Resources Coordinator position out of Buckman Direct Diversion (BDD) org chart

### BACKGROUND

The BDD organizational chart includes an "Assistant Water Resources Coordinator". This position has been vacant for almost 3 years. Water resources used at the BDD are the responsibility of the BDD Project Partners, and City of Santa Fe Water, Project Manager for BDD, has a Water Resources and Conservation Section consisting of 10 full time positions. For these reasons City of Santa Fe Water, acting as BDD Project Manager, sees potential efficiency to be gained by covering BDD water resources coordination with the City's Water Resources and Conservation team in cooperation with County and Las Campanas (as has been done for the past three years).

### REQUEST

City of Santa Fe Water as Project Manager of the BDD is requesting approval to move the unused Assistant Water Resources Coordinator position out of BDD.

# City of Santa Fe, New Mexico

P.O. Box 909, 200 Lincoln Ave  
(505) 955-6597 Fax (505) 955-6810  
www.santafenm.gov



## Recruitment Announcement # 2014-101A

<b>POSITION TITLE</b>	<b>Water Resources Coordinator Assistant</b>	<b>SALARY RANGE:</b>	<b>\$19.71-34.72</b>
<b>DEPARTMENT</b>	<b>Public Utilities</b>	<b>FLSA/UNION STATUS:</b>	<b>COVERED/UNION</b>
<b>PERIOD TO APPLY:</b>	<b>2/7/14-2/14/14 (NO LATER THAN 5:00 P.M.)</b>	<b>POSITION STATUS:</b>	<b>CLASSIFIED/FULL-TIME</b>
<b>SUPERVISOR:</b>	<b>Shannon Jones</b>	<b>LOCATION:</b>	<b>BDD/Water</b>

\*\*\*\*\*

### GENERAL DESCRIPTION

The Water Resources Coordinator Assistant provides technical research, analysis, data collection, monitoring and project management support to the Water Bank Program or BDD (as assigned); assists in water resource management and planning and research projects; and performs and/or assists with the professional and technical coordination and support of hydrologic, environmental and permit compliance, and other water resources related projects.

### SUPERVISION RECEIVED

Works under the general guidance and direction of the assigned supervisor.

### SUPERVISION EXERCISED

None.

### NATURE OF WORK

**Essential Functions:** *The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.*

- Manages Water Right Bank: tracks and monitors water right deposits; tracks and monitors water right withdrawals and transfers, coordinates water right transactions with other City staff, developers and Office of the State Engineer; and invoices customers for the water required to offset their project impacts.
- Assists in the coordination of activities and implements aspects of the City's or BDD's water supply augmentation and watershed management projects. Evaluates existing and potential water resources available to the City or BDD.
- Coordinates data collection, data management, drafting technical reports and other support activities related to the implementation of the City's or BDD's analytical and planning documents.
- Helps to prepare documents such as: professional service contracts, grant applications, permit applications, request for proposals (RFP's), policy recommendations, ordinances, technical reports and other related water documents.
- Helps to analyze water rights availability for purchase and/or lease of water, administer water storage contracts, assure accurate water allocation accounting and advice regarding compact obligations.
- Provides technical analysis to support engineers, hydrologists, planners and other staff.
- Evaluates surface and ground water resources for establishing water budgets.
- Assists with hydrologic analysis to determine well yield and aquifer parameters.
- Monitors compliance with water quality standards and makes recommendations for compliance and contaminant monitoring. Assists with or conducts/oversees water quality sampling, data analysis and report preparation.
- Performs technical research and prepares reports of research findings with recommendations for future actions.
- Presents and provides support for City Council and/or BDD Board and committees on water issues.
- Participates on committees and boards and coordinates special events related to water projects and activities.
- Serves as team member for water resources planning/development and implementation of programs.
- Assists with contract management, water policy development, NEPA coordination, coordination with City or BDD staff and other agencies, project cost and benefit analysis for water resource projects, water rights and supply development, water rights and supply accounting and management.
- Assists with and performs modeling associated with the Water Division's Long-Range Water Supply Plan and WaterMAPS decision-support model.
- Assists with assigned water conservation and demand management efforts as needed.

# City of Santa Fe, New Mexico

P.O. Box 909, 200 Lincoln Ave  
(505) 955-6597 Fax (505) 955-6810  
[www.santafenm.gov](http://www.santafenm.gov)



Additional Essential functions for Assignment at the BDD:

- Tracks and monitors water right deposits; tracks and monitors water right withdrawals and transfers, coordinates water right transactions with BDD partners and Office of the State Engineer; and assists in preparing invoices for BDD partners.

## **MINIMUM QUALIFICATIONS**

### **Education and Experience**

Bachelor's degree in Hydrology, Geology, Water Resources, Engineering, Geography, Environmental Studies or closely related field; and two (2) years of progressively responsible experience in water resource management or related discipline. Master's Degree in one of the above disciplines is preferred. A Master's Degree may substitute for up to one (1) year of professional experience.

### **Additional Requirements**

Must possess a valid driver's license and obtain a City of Santa Fe driving permit within three (3) months of hire.

### **Knowledge, Skills, and Abilities**

- **Extensive knowledge** of current approaches, methods and technologies related to water resource management; New Mexico Water Rights; hydrology; modeling, research methodology and techniques; project management; and, personal computers and related software (e.g., MS Word, Excel, PowerPoint, Access, Outlook, etc.)
- **Considerable skill**
- **Ability to** balance multiple demands, projects and tasks; initiate and complete long-range projects; work independently and administer program areas with minimal supervision; communicate effectively both orally and in writing; develop and maintain effective professional relationships and maintain ongoing communication with a variety of individuals and organizations; operate a personal computer, various computer software and other standard office equipment; operate hydrologic measuring devices; perform water modeling and use related software or become trained to perform water modeling and related software.

### **Physical Demands/Work Environment**

Work is generally performed in an office setting with occasional travel to perform field investigations or attend meetings, conferences and/or workshops. May be required to work irregular hours, including nights and weekends. Occasionally, may be required to work outside during inclement weather. Close exposure to VDT's, CRT's or UV rays is customary. Requires standing, sitting, walking, driving, carrying, pulling, climbing, stooping, kneeling, crouching, and reaching; good hearing and visual acuity; and to lift and/or move up to 50 pounds.

### **ADA/EEO Compliance**

The City of Santa Fe is an Equal Opportunity Employer. In compliance with the American's with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

### **VETERAN'S HIRING INITIATIVE**

Pursuant to City of Santa Fe Resolution No. 2013-079, the City of Santa Fe Human Resources Department (HRD) has implemented a Veterans' Hiring Initiative policy in order to provide opportunities for veterans who meet or exceed the minimum qualifications for city employment to obtain City employment. The Governing Body does not guarantee that a veteran shall be hired for the position being applied for, only that the veteran will be given an interview; and, it does not intend to supersede or modify any collective bargaining agreement that is currently in place with the City of Santa Fe.

**Job applicants who are veterans who have an honorable discharge from the military or are members of the National Guard or Reserve who have successfully completed basic training, must use the Veteran Certification Form to identify themselves and then must attach a copy of their DD214 or DD215 and/or their proof of current Active, Guard or Reserve enlistment in order to certify their status.**

**TO APPLY: Resumes will not be accepted in lieu of the city application form.** Submit City of Santa Fe Application by one of the following methods: Fill out application at Human Resources Department, City Hall, 200 Lincoln Avenue, Santa Fe, NM; mail application to P.O. Box 909, Santa Fe, New Mexico 87504-0909; or fax application to (505) 955-6810. Applications may be downloaded from our website: [www.santafenm.gov](http://www.santafenm.gov); or **apply online at [www.santafenm.gov](http://www.santafenm.gov).** Applications become public record upon receipt and may be made available for public inspection upon request.

**When required of the position, attach a copy of certification(s) or license(s). Copies of high school diploma/GED & college degree must be provided at time of interview.** Pre-placement physical exams are required for some positions. ***Incomplete applications may delay or exclude consideration of your application.***